

FARMERSVILLE ZONING BOARD OF ADJUSTMENT AGENDA
November 17, 2015, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street

I. PRELIMINARY MATTERS

Call to order, roll call

II. RECOGNITION OF CITIZENS/VISITORS

III. PUBLIC HEARING

A. Hear public comments on a request for a variance from the minimum side yard requirements contained in Section 77-166 of the Comprehensive Zoning Ordinance, for Lot 20b, Block 6, Neathery Marble, also known as 510 Mimosa Street, in Farmersville, Collin County, Texas

IV. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider a variance from the minimum side yard requirements contained in Section 77-166 of the Comprehensive Zoning Ordinance, for Lot 20b, Block 6, Neathery Marble, also known as 510 Mimosa, in Farmersville, Collin County, Texas

V. ADJOURNMENT

Dated this the 13th day of November, 2015.



Joseph E. Helmberger, P.E., Mayor

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City attorney on any item covered by such section on any Agenda item listed herein.

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 November 13, 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





TO: Zoning Board of Adjustment

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: PUBLIC HEARING – Hear public comments on a request for a variance from the minimum side yard requirements contained in Section 77-166 of the Comprehensive Zoning Ordinance, for Lot 20b, Block 6, Neathery Marble, also known as 510 Mimosa Street, in Farmersville, Collin County, Texas

- A request via an email is attached for review.

ACTION:

- 1) Open the public hearing and call the time.
- 2) Ask for those **FOR** the variance request to come forward.
- 3) Ask for those **OPPOSING** the variance request to come forward.
- 4) Close the public hearing and call the time.

Edie Sims

From: Edie Sims
Sent: Tuesday, October 20, 2015 3:30 PM
To: Alan Lathrom
Subject: FW: Planning and Zoning meeting request
Attachments: AVG Certification.txt; "AVG certification".txt

Here is the response thus far for the Rashid property below:

Edie Sims 

City Secretary
City of Farmersville
205 S Main Street
Farmersville, TX 75442
phone: (972)782-6151 fax: (972)782-6604
www.farmersvilletx.com

"Discover a Texas Treasure"

Keep your face to the sunshine and you cannot see a shadow. Helen Keller

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From: Steve Wright [mailto:stmtws@yahoo.com]
Sent: Tuesday, October 20, 2015 3:26 PM
To: Edie Sims
Cc: Briar Adam
Subject: Re: Planning and Zoning meeting request

Thank you for the replay Edie

We would be able to work best with a zero lot line with no setback on the South side. Let me get with the architect to see if he can work with that.

Thank you
Steve

Steve Wright
Priority Partners Group
113 N. Winding Oaks Dr.
Wylie, Tx 75098-4313
C: (972) 805-6547
stmtws@yahoo.com

From: Edie Sims <e.sims@farmersvilletx.com>
To: Steve Wright <stmtws@yahoo.com>

Sent: Tuesday, October 20, 2015 12:53 PM
Subject: RE: Planning and Zoning meeting request

Hi Steve,

We are confirming all the details to present your case before the Zoning Board of Adjustment on November 17th. We need the exact distance you are proposing for the rear yard setback as it will potentially affect the adjacent property.

Edie Sims 

City Secretary
City of Farmersville
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Farmersville, TX 75442
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From: Steve Wright [<mailto:stmtws@yahoo.com>]
Sent: Monday, October 19, 2015 7:39 AM
To: Edie Sims
Cc: Briar Adam; Gino Rostam
Subject: Planning and Zoning meeting request

Good morning Edie

With respect to our conversation at the end of last week, I am requesting a meeting with the Zoning Board of Adjustments to consider a modification to the setback requirements along the South side of the property located at the Southwest corner of Mimosa and Sid Nelson in order to accommodate an auto maintenance / minor repair shop at this property location.

Please let me know that this meeting has been scheduled.

Thank you

Steve

Steve Wright
Priority Partners Group
113 N. Winding Oaks Dr.
Wylie, Tx 75098-4313
C: (972) 805-6547
stmtws@yahoo.com



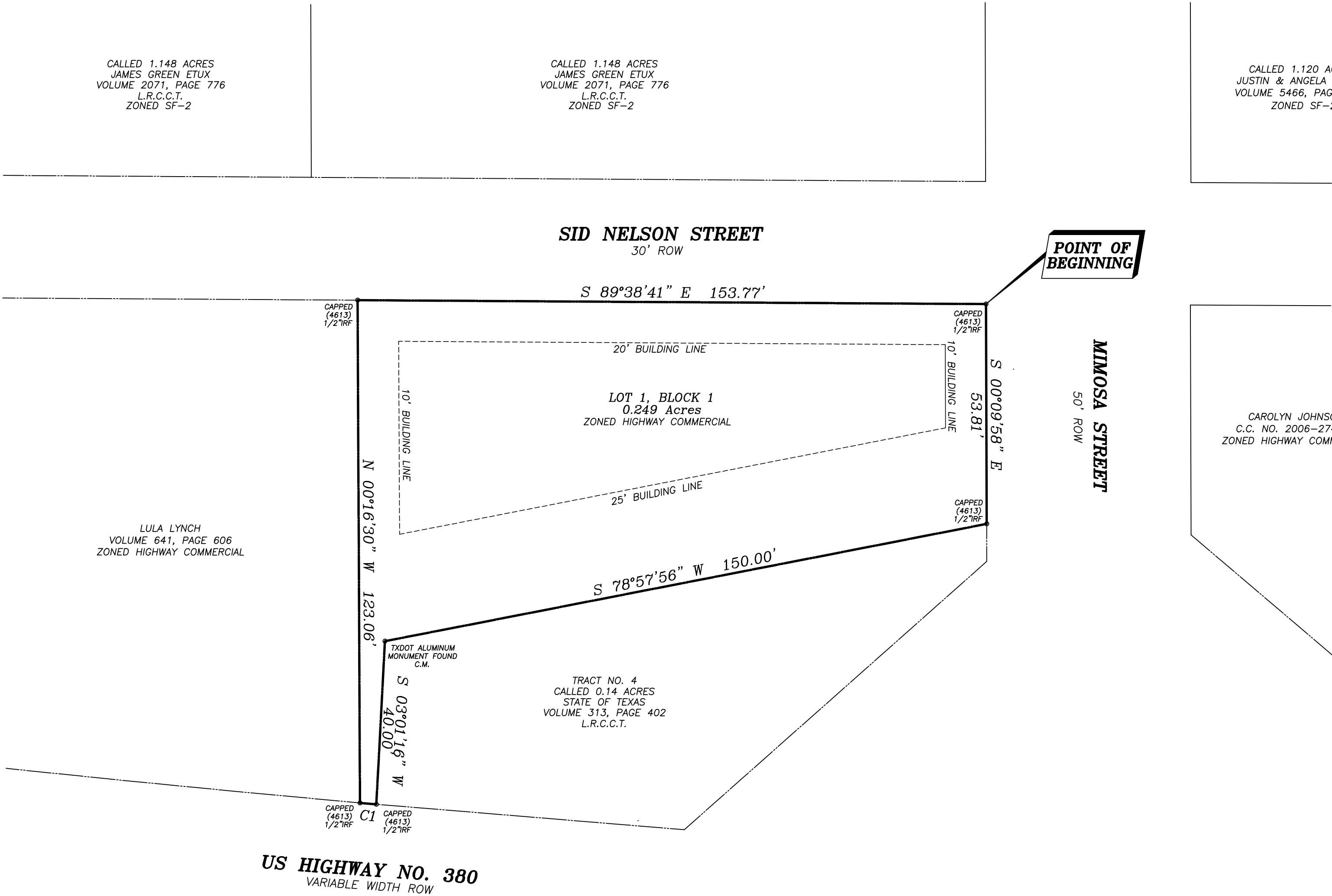
TO: Zoning Board of Adjustment

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider a variance from the minimum side yard requirements contained in Section 77-166 of the Comprehensive Zoning Ordinance, for Lot 20b, Block 6, Neathery Marble, also known as 510 Mimosa, in Farmersville, Collin County, Texas (1) Consider possible changes to the minimum lot dimensions for new development with a focus on reducing the perceived negative impacts of small lot residential uses; alleys and approaches

- Plat of property is attached for review.
- Concept Plan is attached for review.
- Side yard requirement from City's Code of Ordinances is attached for review.

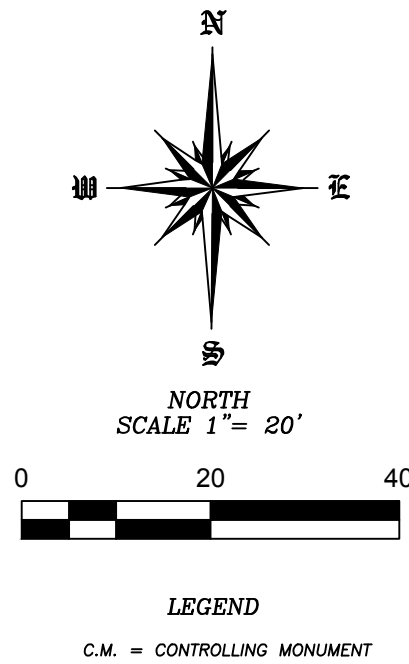


SPECIAL NOTICE:

Notice: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law, and is subject to fines and withholding utilities and building permits.

NOTES:

- Property is within the City Limits.
- Subdivision is located in the Farmersville I.S.D.
- Water service provided by City of Farmersville CCN #13009
- Current Zoning = SF1.
- No part of the subject tract lies within the 100 year flood plain as scaled from FIRM Panel 48085C0340J, dated June 2, 2009.
- The existing sanitary sewer lift station and force main shall remain under the ownership of the Farmersville I.S.D.



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°02'26"	5669.58'	4.01'	N 84°53'02" W	4.01'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Farmersville.

David J. Surdukan
R.P.L.S. No. 4613

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN under my hand and seal of office, this the ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires on:

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Farmersville, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Farmersville, Texas

Date

"ACCEPTED"

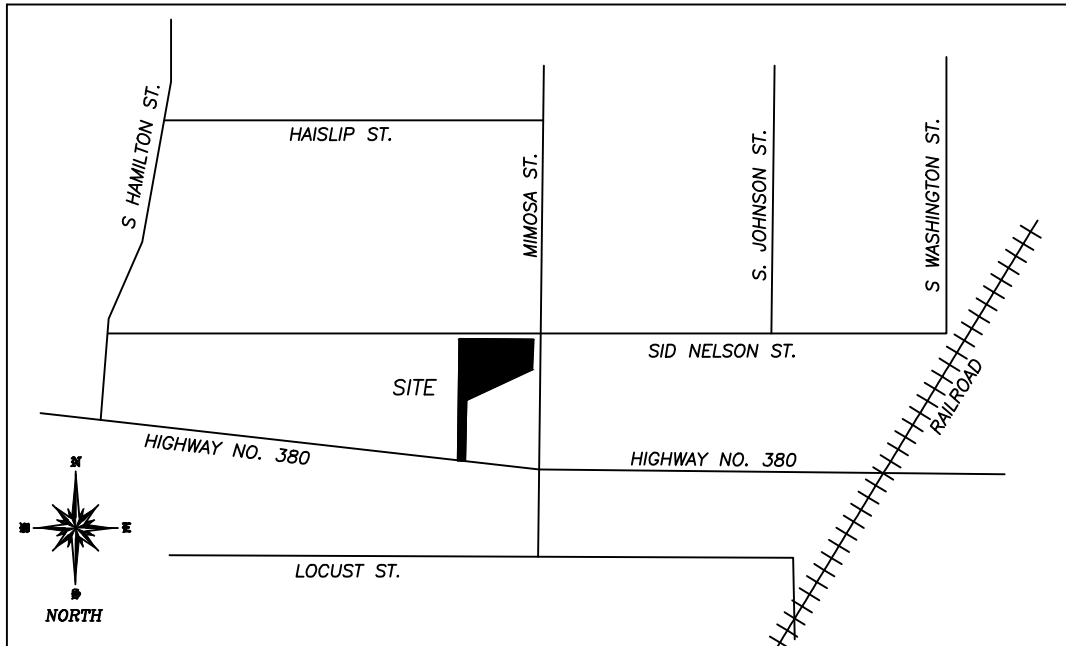
Mayor, City of Farmersville, Texas

Date

The undersigned, the City Secretary of the City of Farmersville, Texas, hereby certifies that the foregoing final plat of the Farmersville Stadium Addition, an addition to the City of Farmersville, was submitted to the City Council on the ____ day of _____, 2015 and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat, and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D., 2015.

City Secretary
City of Farmersville, Texas



OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, the YASIN RASHID and NAWBAHAR A. RASHID are the owners of a tract of land situated in the D. J. Jaynes Survey, Abstract No. 471, City of Farmersville, Collin County, Texas, and being part of a called 0.40 acre tract conveyed to Yasin Rashid and Nawbahar A. Rashid as recorded in County Clerks No. 20140408000334270, Land Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod stamped "4613" found for corner at the intersection of the south Right Of Way line of Sid Nelson Street and the west Right Of Way line of Mimosa Street;

THENCE S 00°09'58" E following the west ROW line of Mimosa Street a distance of 53.81' to a capped 1/2" iron rod stamped "4613" found for corner at the northeast of a 0.14 acre tract (Tract No. 4) conveyed to the State of Texas as recorded in Volume 313, Page 402, L.R.C.C.T., said capped iron rod also being in the north Right Of Way line of U.S. Highway No. 380;

THENCE S 78°57'56" W following the north line of said 0.14 acre tract and the north Right Of Way line of U.S. Highway No. 380 a distance of 150.00' to a TxDOT aluminum cap found for corner;

THENCE S 03°01'16" W following the north line of said 0.14 acre tract and the north Right Of Way line of U.S. Highway No. 380 a distance of 40.00' to a capped 1/2" iron rod stamped "4613" found for corner, said capped iron rod being in a non-target curve to the right;

THENCE along said curve to the right following the north Right Of Way line of U.S. Highway No. 380 through a central angle of 00°02'26", a radius of 5669.58', and an arc length of 4.01', with a chord bearing of N 84°53'02" W, and a chord length of 4.01' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 00°16'30" W a distance of 123.06' to a capped 1/2" iron rod stamped "4613" found for corner in the south ROW line of Sid Nelson Street;

THENCE S 89°38'41" E following the south ROW line of Sid Nelson Street a distance of 153.77' to the POINT OF BEGINNING and containing 10,845 square feet, or 0.249 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the YASIN RASHID and NAWBAHAR A. RASHID, does hereby adopt this plat designating the herein above described property as Rashid Addition, Lot 1, Block A, an addition to the City of Farmersville, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes and any and all related necessary appurtenances. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Farmersville. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Farmersville's use thereof. The City of Farmersville and any public utility entities shall have the right to remove and keep removed all or parts of any buildings, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Farmersville and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Farmersville, Texas.

WITNESS, my hand, this the ____ day of _____, 2015.

BY: YASIN RASHID, OWNER

BY: NAWBAHAR A. RASHID, OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared YASIN RASHID, owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the ____ day of _____ 2015.

Notary Public in and for the State of Texas
My Commission Expires on:

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NAWBAHAR A. RASHID, owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the ____ day of _____ 2015.

Notary Public in and for the State of Texas
My Commission Expires on:

FINAL PLAT
RASHID ADDITION
D.J. JAYNES SURVEY
ABSTRACT NO. 471
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

FILE NO. _____

OWNER
YASIN AND NAWBAHAR RASHID
2213 HIDEAWAY CT.
WYLIE, TEXAS 75098

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

SCALE 1" = 20'

DATE: APRIL 20, 2015

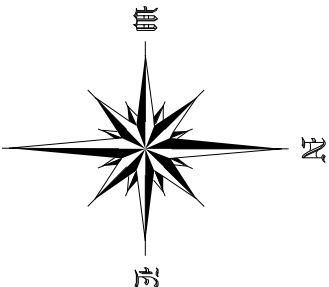
JOB No. 2015--08

FILED IN VOLUME _____, PAGE _____

SID NELSON STREET

ASPHALT PAVEMENT

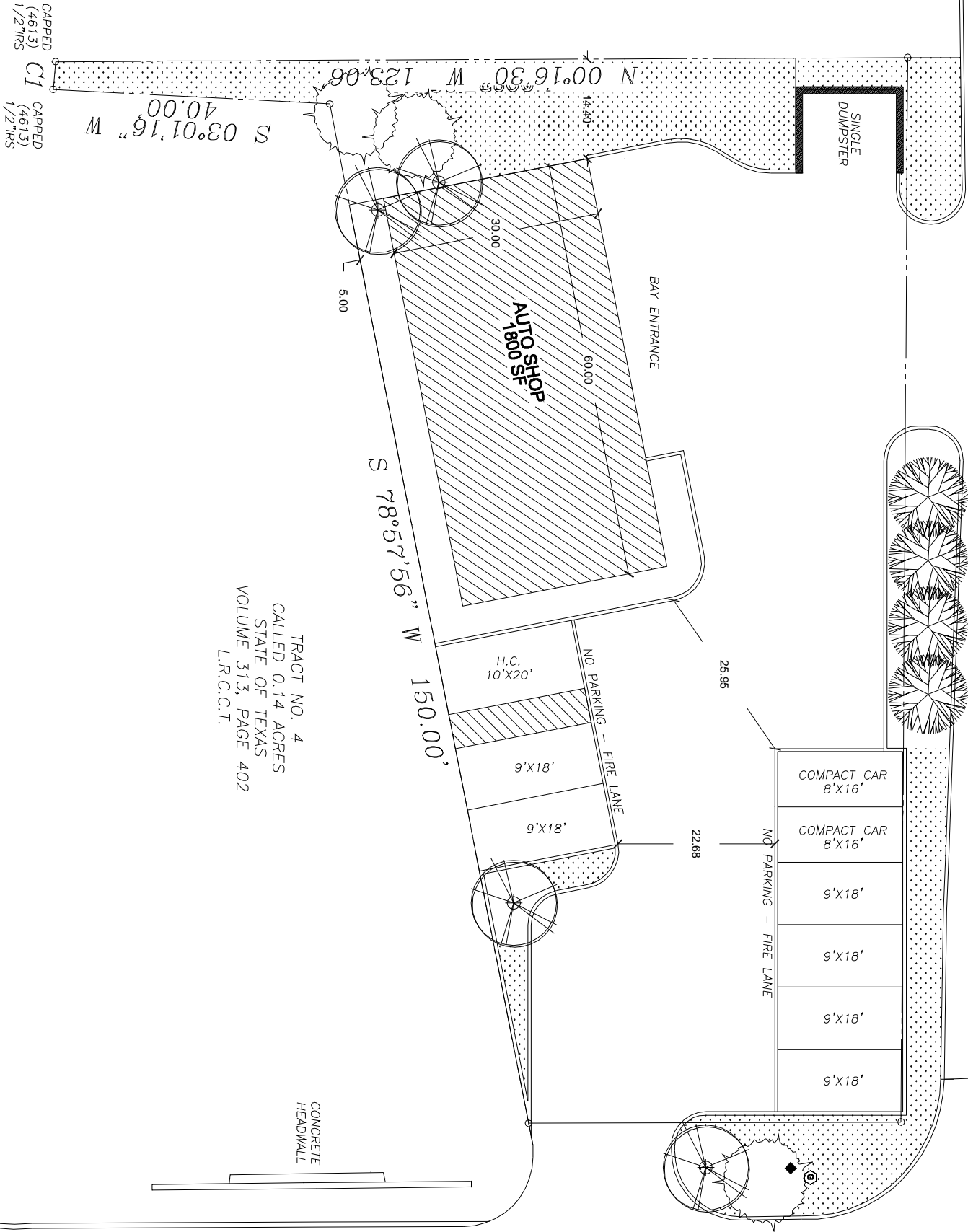
0.249 Acres
CALLED 0.40 ACRES
NAWBAHAR A. RASHID
C.C. NO. 2014048000334270
L.R.C.C.T.



NORTH
SCALE 1" = 20'

LEGEND

- C.M. = CONTROLLING MONUMENT
◆ = SIGN
⊙ = GAS SIGN



MIMOSA STREET

CONCRETE PAVEMENT

US HIGHWAY NO. 380

CONCRETE PAVEMENT

Sec. 77-166. - Side yard.

- (a) In the following zoning districts the minimum required side yard shall be in accordance with the following schedule and no building, structure or use shall hereafter be located so as to have a smaller side yard on each side of such building than herein required, and no side yard existing as January 23, 1998, shall be reduced below minimum set forth herein.

Minimum Side Yards

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	C1
Min. required side yard one-family and two-family dwellings in feet (detached)	20'	10% of width of lot 7' min.	10% of width of lot 6' min.	5'	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	10% of width of lot 5' min.	See 9-I-	10% of width of lot 5' min.	-	-	10% of width of lot 5' Min.	-
Townhomes	-	-	-	15'	15'	15'	15'	15'	15'	15'	15'	15'	-	15'	-	-	15'	-
Zero lot line	-	-	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	-	10'	-	-	10'	-
Min. required side yard one-family and two-family dwellings in feet	30'	12'	10'	5'	8'	6'	6'	6'	6'	6'	6'	6'	-	6'	-	-	10'	-
Min. required side yard for multiple-family dwelling in feet	-	For multiple dwellings, see side yard regulations: Subsection (b)(1) of this section																
Min. required side yard for residential main building in feet	20'	Minimum side yard shall be 10 percent of lot width, less than 20' wide									None. See Side yard regulations: Subsection (b)(1) of this section						See Side Yard Regulations <u>77-166(b)(7)</u>	
Min. required side yard one-family (attached) dwelling	-	-	-	-	-	For one-family attached dwellings, see side yard regulations: Section 77-165e												

Note— (-) Indicates side yard not applicable.

- (b) Special side yard regulations.

- (1) Every part of a required side yard shall be open and unobstructed by any building except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed 12 inches into the required side yard, and a roof eave or canopy projecting not to exceed 24 inches into the required side yard.
- (2) Multiple-family dwellings shall provide a minimum side yard of 15 feet between any building face or wall containing openings for windows, light and air and any side lot line except that any such building face or wall not exceeding 35 feet in width may provide a minimum side yard of ten feet. Where a building

wall contains no openings for windows, light or air, a minimum side yard of ten feet shall be provided between such wall and the side lot line (See appendix illustration 9 on file in the city secretary's office.) Where high-rise apartment building, exceeding three stories in height are erected in the MF-2, O or other districts permitting such construction, the side yard shall be increased one foot for each two feet the structure exceeds three stories, but no side yard shall exceed 50 feet.

- (3) On a corner lot, a side yard adjacent to a street, for a multiple-family dwelling not exceeding three stories in height, shall not be less than 15 feet and no balcony or porch or any portion of the building may extend into such required side yard except that a roof may overhang such side not to exceed four feet. (See appendix illustration 9 on file in the city secretary's office.)
- (4) On a corner lot, used for one-family or two-family dwellings, both street exposure shall be treated as front yards on all lots platted after the effective date of the ordinance from which this article is derived, except that where one street exposure is designated as a side yard by a building line shown on a plat previously approved by the planning and zoning commission containing a side yard of ten feet or more, the building line provisions on that plat shall be observed. On lots which were official lots of record prior to the effective date of the ordinance from which this article is derived, the minimum side yard adjacent to a side street shall comply with the required side yard for the respective districts as specified in subsection (a) of this section. (See appendix illustration 4 on file in the city secretary's office.)
- (5) A one-family attached dwelling shall provide a minimum required side yard adjacent to a side street of ten feet and no complex of attached one-family dwellings shall exceed 200 feet in length. A minimum required side yard of five feet shall be provided at the end of each one-family attached dwelling complex so that the end of any two adjacent building complexes shall be at least ten feet apart. (See appendix illustration 12 on file in the city secretary's office.)
- (6) No side yard is specified for non-residential use in the GR, C, CA, I-1 or I-2 Districts except where a commercial, retail or industrial or other nonresidential use abuts upon a district boundary line dividing such districts from a residential district in which event a minimum five feet side yard shall be provided on the side adjacent to such residential district.
- (7) The minimum side yard requirements in a Planned Development District shall be established on the site plan or in the amending ordinance in accordance with section 77-136.
- (8) Side yard requirements for zero lot lines are as follows: one side must be at least ten feet, and there is no minimum on the other side.

(Comp. Ord. of 3-11-2008)

**FARMERSVILLE CITY COUNCIL
SPECIAL SESSION AGENDA
November 17, 2015, 6:00 P.M. ¹
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors
- 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.
 - Thanksgiving Proclamation
 - City offices will be closed November 26th and 27th to observe the Thanksgiving holiday
 - Due to the upcoming holidays, Council Meeting dates for December have been changed to:

December 1st and December 15th (Monthly Reports will be presented on 12/15/15)
 - Battle of the Bridge Canned Food Drive
 - The Annual Christmas Parade sponsored by the Farmersville Chamber of Commerce will be held December 12, 2015 at 7pm with this year's theme being "Once Upon a Christmas"

II. CONSENT AGENDA

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

- A. City Council Minutes
- B. Police Department Report
- C. Code Enforcement/Animal Control Report
- D. Fire Department Report
- E. Municipal Court Report
- F. Warrant Officer Report
- G. Public Works Report
- H. Library Report
- I. City Manager's Report

¹ Or immediately following the conclusion of the Board of Adjustment meeting.

III. INFORMATIONAL ITEMS

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

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

IV. READING OF ORDINANCES

- A. Second reading to consider, discuss and act upon an ordinance adopting the International Swimming Pool and Spa Code with modifications
- B. First reading to consider, discuss and act upon an ordinance amending boards, committees and commissions requiring an annual report to the City Council; change timing for election of officers; requiring meetings to be held minimally once per quarter and amend residency requirements for the Library/Civic Center Board
- C. Only reading to consider, discuss and act upon an ordinance amending the 2015-2016 budget regarding the purchase of 2 police vehicles

- D. Only reading to consider, discuss and act upon an ordinance to create a Constitutional Sinking Fund regarding the purchase 2 police vehicles

V. REGULAR AGENDA

- A. Consider, discuss and act upon a Preliminary Plat for Camden Park, a Planned Development, containing approximately 100.81 acres of land in the W.B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas
- B. Consider, discuss and act upon a lease purchase through Caterpillar Financial Services for 2 Caterpillar Backhoes
- C. Consider, discuss and act upon appointing a Chairman to the TIRZ board
- D. Consider, discuss and act upon an Interlocal agreement with Collin County regarding funding for the Charles J. Rike Memorial Library
- E. Consider, discuss and act upon an Interlocal agreement with Collin County for Animal Shelter services during fiscal year 2015-2016
- F. Consider, discuss and act upon an agreement with Revize Software Systems to provide rotating photo galleries on the City's website
- G. Consider, discuss and act upon Collin County's trunked radio system replacement proposal
- H. Consider, discuss and act upon use of the police shooting range
- I. Consider, discuss and act upon an antenna lease agreement with NCTCOG
- J. Consider, discuss and elect a Director for the Collin Central Appraisal District Board
- K. Consider, discuss and act upon an agreement with First National Bank of Trenton regarding Automated Clearing House (ACH) transactions
- L. Review sign ordinance and make possible suggestion for changes regarding signs in the ETJ
- M. Review water rate structure and make possible suggestion for changes regarding water users outside the city limits of Farmersville
- N. Review status and plans for code enforcement involving Highway 380, Highway 78 and front yard parking
- O. Consider, discuss and act upon current status of boundary agreements between the City of Farmersville and the City of Blue Ridge and the City of Princeton
- P. Consider, discuss and act upon the Drought Contingency and Water Conservation Management Plan
- Q. Update on Chaparral Trail projects
- R. Update on street, water and wastewater General Obligation Bond projects
- S. Update on Highway 380 project

VI. PUBLIC COMMENT

- Anyone wanting to speak is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. If a speaker inquires about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or, (3) a proposal that the item be placed on the agenda of a future meeting.

VII. EXECUTIVE SESSION – Discussion of Matters Permitted by Texas Government Code Chapter 551 as follows:

A. Section 551.086, COMPETITIVE MATTERS OF A PUBLIC POWER UTILITY

1. Consideration, discussion and action regarding competitive matters of the City-owned public power utility as allowed by Section 551.086 of the Texas Government Code for purposes of maintaining the confidentiality of certain information relating to competitive electric utility matters engaged in or to be engaged in by the City of Farmersville

B. Section 551.071, CONSULTATION WITH CITY ATTORNEY

1. Discuss threatened litigation regarding the City's ordinances that restrict persons who are required to register with the state department of public safety's sex offender database from residing in certain areas where there are high concentrations of children.

VIII. RECONVENE FROM EXECUTIVE SESSION

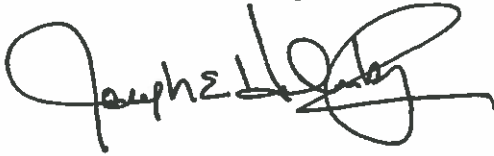
IX. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 and 551.086 OF THE TEXAS GOVERNMENT CODE:

- A. Possible action regarding competitive matters of the City-owned public power utility.
- B. Possible action regarding the City's ordinances that restrict persons who are required to register with the state department of public safety's sex offender database from residing in certain areas where there are high concentrations of children.

X. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

XI. ADJOURNMENT

Dated this the 13th day of November, 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 November 13, 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



A Proclamation

Naming November 26, 2015 As A Day of Thanksgiving in Farmersville

As our Founding Fathers recognized their dependence on God and the work of His hand in their lives and this nation, let us again humbly acknowledge God and His protection and provision for us today, across the nation and in our community.

In the midst of all the chaotic events in our nation and around the world, we are reminded that security and liberty continue in our nation only because of God's loving care.

We are able to wake each morning and exercise the right to life, liberty and the pursuit of happiness; to worship freely and openly; and to go through each day without fear for our lives.

For those, and countless other blessings, we thank Him.

Furthermore, we bend our knees to ask Him to revive and uphold godliness in the lives of the men and women in our nation and our community.

With freedom comes the responsibility for obedience to God and His commands, and so we confess our sins as a nation and ask His forgiveness as we pursue peace, justice, righteousness, and His favor.

With grateful hearts, we praise God for His longsuffering, kindness, mercy, and goodness.

Now, therefore, I, Joseph E. Helmberger, P.E., Mayor of the City of Farmersville, Texas, do hereby proclaim Thursday, November 26, 2015, as a day of Thanksgiving in Farmersville, Texas.

Joseph E. Helmberger, P.E. Mayor

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:	



VS.



Battle of the Bridge



Canned Food Drive

The City of Farmersville and the City of Princeton have teamed up to see which City can collect the most canned food for their local Food Pantry. The battle begins 11-02-15 and will end 11-20-15. Drop off locations will be at each City's Library, Police Station, City Hall, and Fire Station.

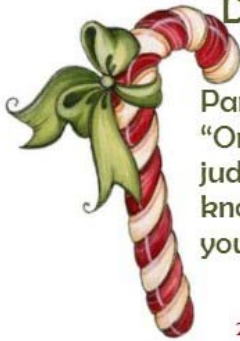
The bets have been made and the battle has begun.

FARMERSVILLE CHRISTMAS PARADE

Once Upon A Christmas

December 12, 2015 At 7:00pm

Downtown On The Square



Join us at the Farmersville's Chamber of Commerce Holiday Parade featuring Santa and Mrs. Claus and our theme for this year, "Once Upon A Christmas." - Parade entries are FREE and will be judged by best theme design, appearance and originality—so let us know if you have a float, car, truck, band, tractor, horse or trailer you want to put in our parade.

Farmersville Chamber of Commerce
201 South Main Street | Farmersville, TX 75442 75442

972-782-6533
PARADE ENTRY FORMS
ONLINE
www.FarmersvilleChamber.com

*Shop local for Christmas.
Visit all our shops around town
for Christmas specials that day.*

**Pictures with Santa & Mrs. Clause before
the parade from 2-4pm. Sugar Hill Café**





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA - City Financial Reports

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: November 13, 2015
Subject: October 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 October, 1/12 months or 8.33% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 8.33% level, and to have 91.67% 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 7.22% collected.

Ad Valorem collections currently received is .18%. Majority of property taxes are collected in the month of January

Sales Tax current collection rate @ 8.19% close to projections.

Gas Franchise fees are collected on an annual basis. Total collected to date is 111.60%.

Municipal Court Revenues currently collected is 7.28%

Refuse Fund – (pages 25-28)

Total revenues are 8.48% and total expenses are 2.36%. No invoices received during October

Water & Wastewater Fund – (pages 12-20)

Total revenues for the Water Fund are 9.73% Total revenues for the Wastewater Fund are 7.87%

Water expenses in Administration are 7.33%. Water Department overall expenditures are 8.15%

Wastewater expenses are 10.22%.

Electric Fund – (pages 21-24)

Total revenues are 8.2%; the expenses are at 8.42% and include transfers to general fund.

Cash Summary – (pages 1-2)

The cash summary is attached.

SUMMARY OF CASH BALANCES OCTOBER 2015

ACCOUNT: FNB (0815)	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 268,914.74	
Permit Fund			\$ (5,564.91)	
Refuse Fund			\$ 38,916.61	
Water Fund			\$ (417,930.33)	
Wastewater Fund			\$ 305,581.28	
Electric Fund			\$ 71,880.77	
SRO Support ISD	\$ 7,714.36			
CC Child Safety	\$ 21,218.35			
Debt Service Revenue Payment	\$ 1,950.00			
2012 Bond	\$ 64.39			
Law Enf Training	\$ 1,164.11			
Disbursement Fund	\$ (133,220.37)			
Library Donation Fund	\$ 2,023.42			
Court Tech/Sec	\$ 19,182.82			
Grants	\$ (314,338.18)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
TOTAL:	\$ -	\$ (258,585.70)	\$ 261,798.16	\$ 3,212.46
Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 3.49	\$ 23,625.86		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 8.84	\$ 107,802.45		
TOTAL:	\$ 12.33	\$ 131,428.41		\$ 131,428.41
Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 8.84	\$ 107,594.09		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 270.24	\$ 2,640,191.95	-	
TOTAL:	\$ 279.08	\$ 2,747,786.04	\$ -	\$ 2,747,786.04
Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 71.14	\$ 668,525.00	\$ 198,175.00	
Refuse Fund Acct. (Texpool 0009)	\$ 10.46	\$ 127,766.84		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 48.56	\$ 592,094.15		
Water/WW Fund (Texpool 00017)(Capital)	\$ 61.78	\$ 753,153.46		
Elec. Fund (Texpool 0005) (Operating)	\$ 4.09	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 26.29	\$ 320,307.74		
Elec. Surcharge (Texpool 0015)	\$ 9.96	\$ 120,908.16		
Money Market Acct. (FNB 092)	\$ 22.06		\$ 173,208.35	
TOTAL:	\$ 254.34	\$ 2,632,755.35	\$ 371,383.35	\$ 3,004,138.70
Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund		\$ 13,844.00		
TOTAL APPROPRIATED SURPLUS		\$ 13,844.00	\$ -	\$ 13,844.00
TOTAL CASH & INVESTMENT ACCOUNTS		\$ 5,267,228.10	\$ 633,181.51	\$ 5,900,409.61

11/13/2015

SUMMARY OF CASH BALANCES OCTOBER 2015

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 3124)	\$	3.28	\$	52,753.94	
FEDC 4A Investment Account (Texpool 0001)	\$	50.62	\$	616,985.88	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	71.91	\$	250,000.00	
TOTAL:	\$	125.81	\$	919,739.82	\$ - \$ 919,739.82

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	4.33	\$	117,323.56	
FCDC 4B Investment Account (Texpool 0001)	\$	4.50	\$	87,251.39	
TOTAL:	\$	8.83	\$	204,574.95	\$ - \$ 204,574.95

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

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

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

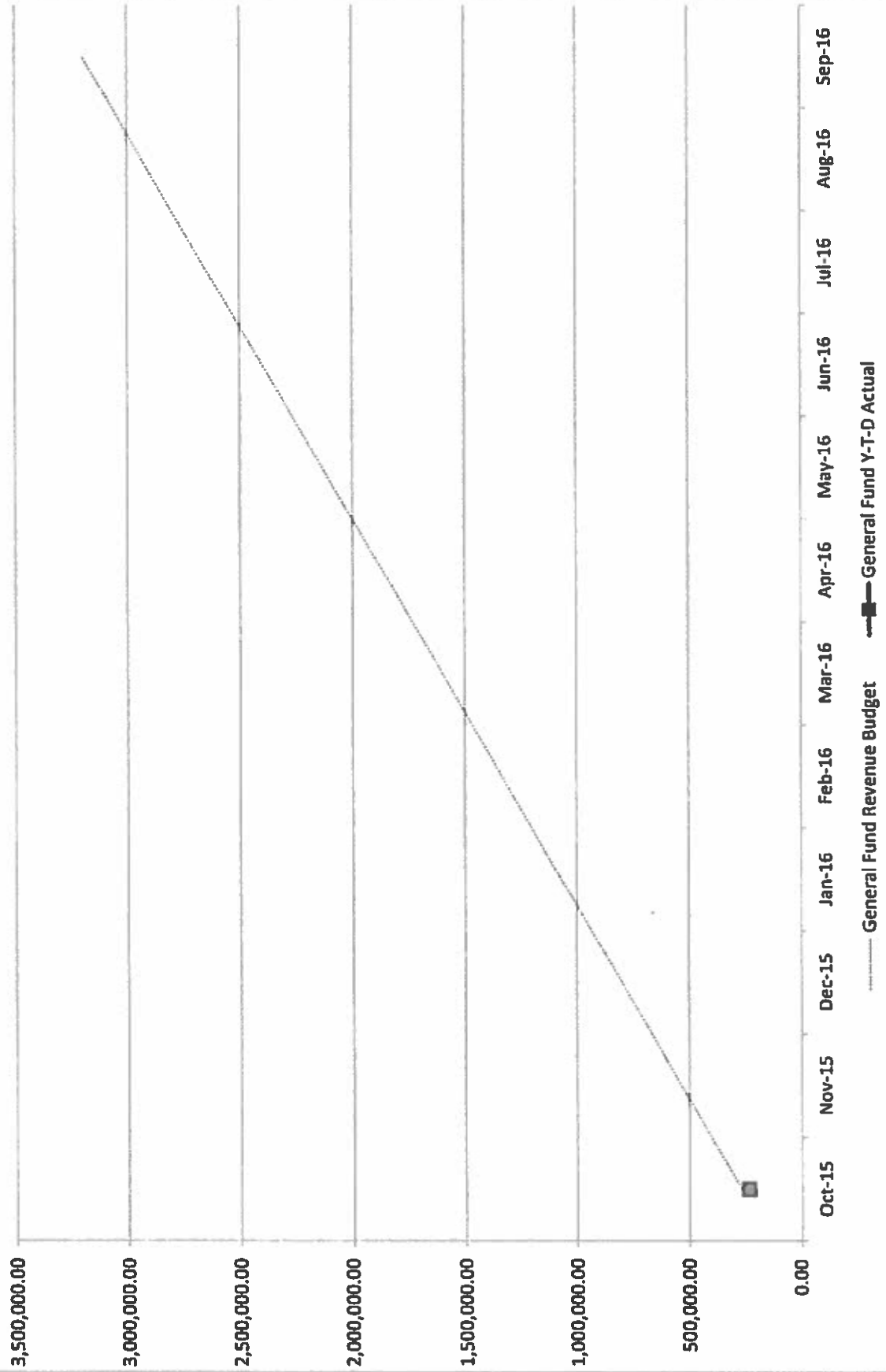
10-2014 NCTCOG - Public Funds Inv Act.

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


Daphne Hamlin, City Investment Officer

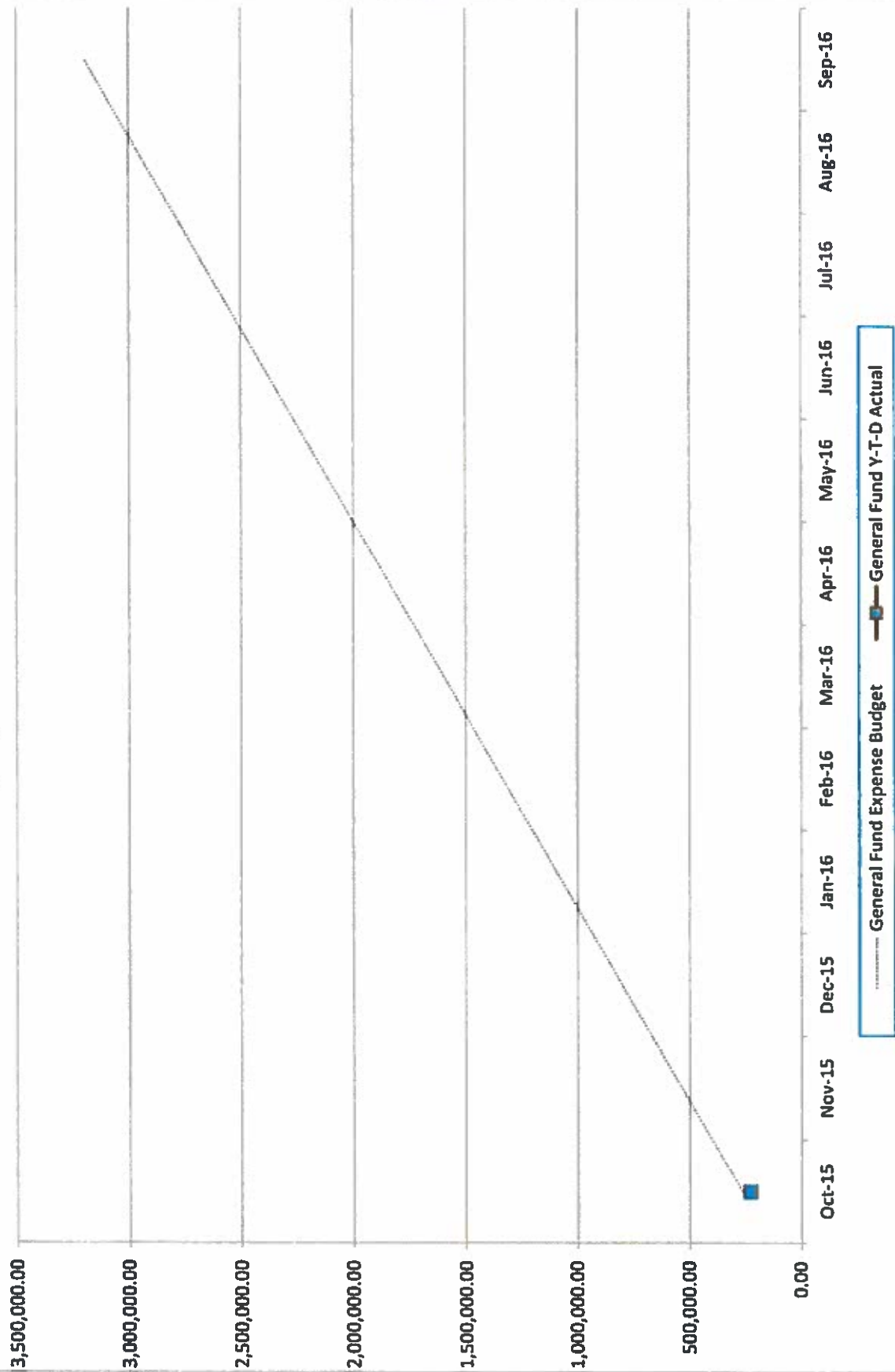
General Fund Revenue Progress

Budget Year 10/2015 thru 9/2016

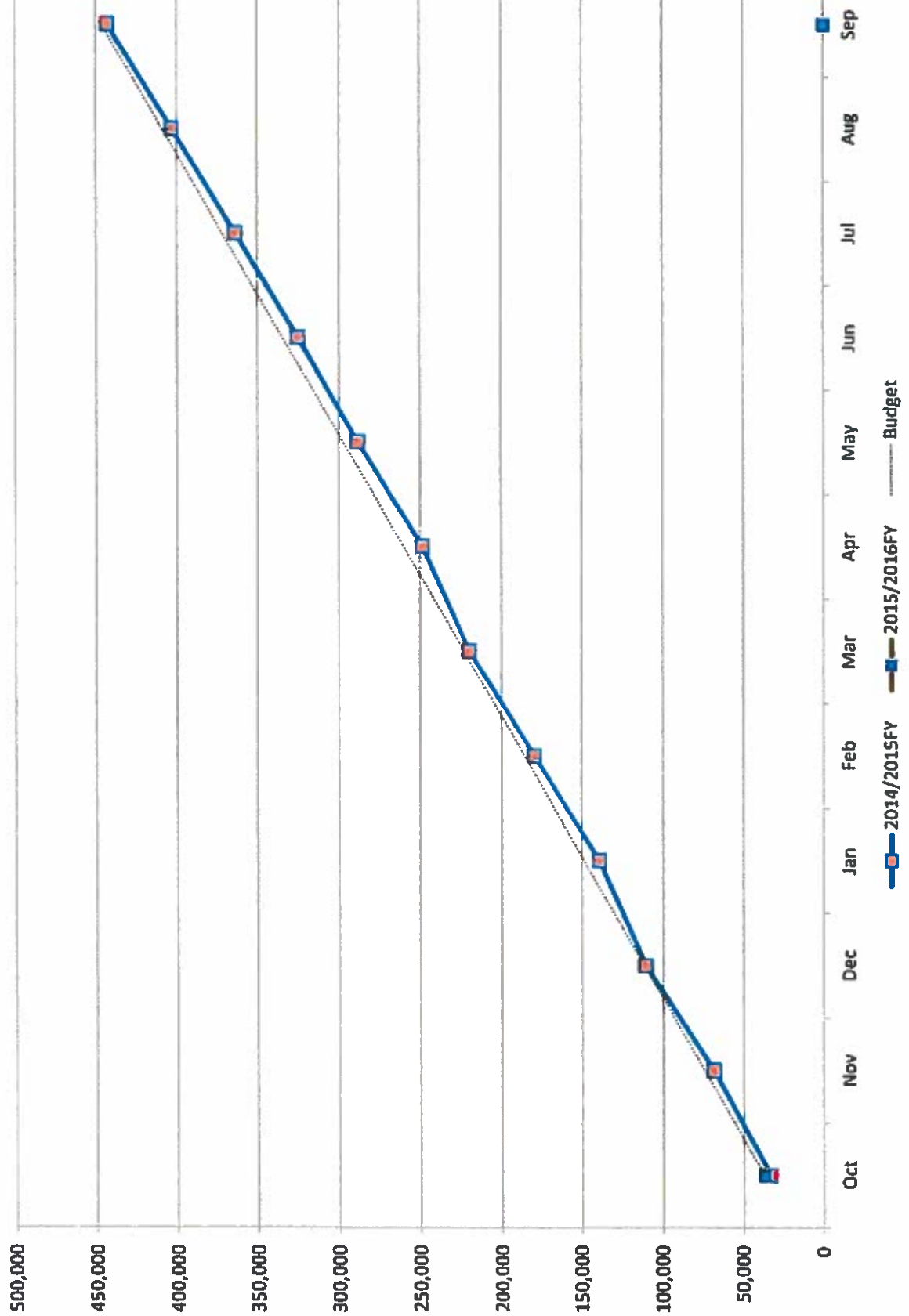


General Fund Expense

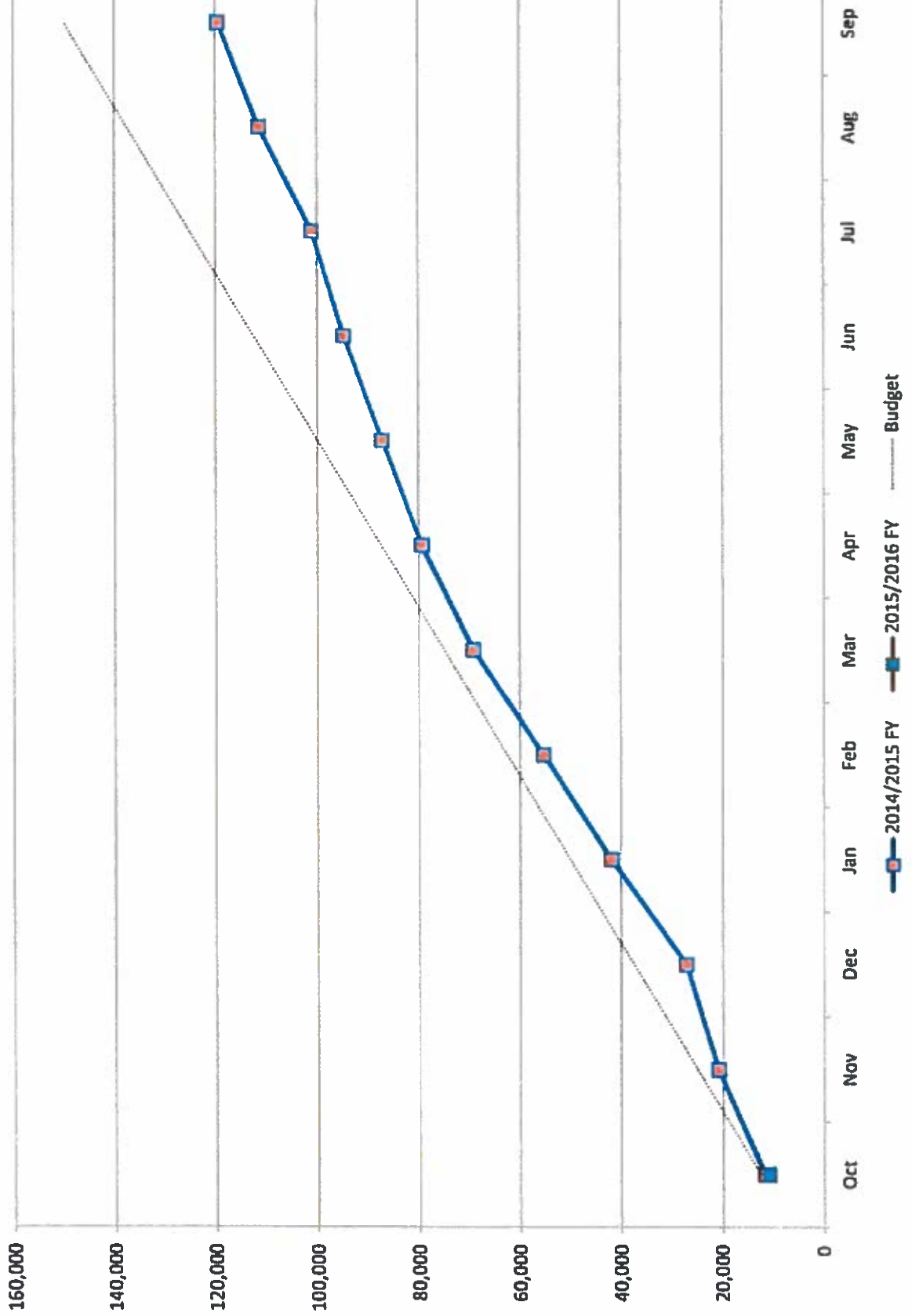
Budget Year 10/2015 thru 9/2016



Sales Tax Chart



Municipal Court Revenue Comparison Chart



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

PAGE: 1

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 06.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,201,091	234,350.94	234,350.94	3,336.00	2,970,076.06	7.22
TOTAL REVENUES	3,201,091	234,350.94	234,350.94	3,336.00	2,970,076.06	7.22
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFERS 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	170.00	0.00	1,870.00	8.33
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	11,225	87.03	87.03	0.00	11,137.97	0.78
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	13,415	257.03	257.03	0.00	13,157.97	1.92
12-ADMINISTRATION						
PERSONNEL SERVICES	248,896	19,697.82	19,697.82	0.00	229,198.18	7.91
CONTRACTS & PROF. SVCS	116,300	937.93	937.93	0.00	115,362.07	0.81
MAINTENANCE	99,335	2,682.97	2,682.97	460.16	96,191.87	3.16
UTILITIES	21,550	1,924.26	1,924.26	0.00	19,625.74	8.93
SUPPLIES	20,500	1,398.51	1,398.51	0.00	19,101.49	6.82
MISCELLANEOUS	67,055	1,579.72	1,579.72	0.00	65,475.28	2.36
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 12-ADMINISTRATION	573,636	28,221.21	28,221.21	460.16	544,954.63	5.00
14-MUNICIPAL COURT						
PERSONNEL SERVICES	136,246	10,120.92	10,120.92	0.00	126,125.08	7.43
CONTRACTS & PROF. SVCS	25,300	1,625.00	1,625.00	0.00	23,675.00	6.42
MAINTENANCE	14,175	3,414.78	3,414.78	0.00	10,760.22	24.09
UTILITIES	1,200	214.87	214.87	0.00	985.13	17.91
SUPPLIES	11,000	107.96	107.96	0.00	10,892.04	0.98
MISCELLANEOUS	8,255	150.28	150.28	0.00	8,104.72	1.82
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	196,176	15,633.81	15,633.81	0.00	180,542.19	7.97
15-LIBRARY						
PERSONNEL SERVICES	120,800	8,307.54	8,307.54	0.00	112,492.46	6.88
CONTRACTS & PROF. SVCS	300	0.00	0.00	0.00	300.00	0.00
MAINTENANCE	36,760	2,965.04	2,965.04	0.00	33,794.96	8.07
UTILITIES	9,750	675.55	675.55	0.00	9,074.45	6.93
SUPPLIES	3,700	16.98	16.98	0.00	3,683.02	0.46
MISCELLANEOUS	3,205	166.50	166.50	0.00	3,038.50	5.20

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2015100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
16-CIVIC/CENTER						
UTILITIES	16,500	893.73	893.73	0.00	15,606.27	5.42
TOTAL 16-CIVIC/CENTER	16,500	893.73	893.73	0.00	15,606.27	5.42
21-POLICE DEPT.						
PERSONNEL SERVICES	778,733	60,752.68	60,752.68	0.00	717,980.32	7.80
CONTRACTS & PROF. SVCS	51,642	14,422.14	14,422.14	0.00	37,219.86	27.93
MISCELLANEOUS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	93,865	6,018.99	6,018.99	11,315.63	76,530.38	18.47
UTILITIES	36,580	2,740.77	2,740.77	0.00	33,839.23	7.49
SUPPLIES	65,600	1,230.75	1,230.75	4,481.35	59,887.90	8.71
MISCELLANEOUS	23,500	191.50	191.50	1,068.04	22,240.46	5.36
CAPITAL EXPENDITURES	0	69.181	69.181	24,763.89	24,694.71	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,050,920	85,287.65	85,287.65	41,628.91	924,003.44	12.08
22-FIRE DEPT.						
PERSONNEL SERVICES	180,380	11,890.60	11,890.60	0.00	168,489.40	6.59
CONTRACTS & PROF. SVCS	43,315	250.00	250.00	0.00	43,065.00	0.58
MISCELLANEOUS	1,500	9.95	9.95	0.00	1,490.05	0.66
MAINTENANCE	46,267	1,676.93	1,676.93	1,908.88	42,681.19	7.75
UTILITIES	1,500	105.98	105.98	0.00	1,394.02	7.07
SUPPLIES	41,000	196.54	196.54	0.00	40,803.46	0.48
MISCELLANEOUS	13,500	166.50	166.50	0.00	13,333.50	1.23
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	327,462	14,296.50	14,296.50	1,908.88	311,256.62	4.95
34-STREET SYSTEM						
PERSONNEL SERVICES	133,557	7,877.45	7,877.45	0.00	125,679.55	5.90
CONTRACTS & PROF. SVCS	7,300	4,500.00	4,500.00	0.00	2,800.00	61.64
MISCELLANEOUS	74,000	8,291.09	8,291.09	1,035.00	64,673.91	12.60
MAINTENANCE	6,500	0.00	0.00	0.00	6,500.00	0.00
UTILITIES	8,950	877.59	877.59	0.00	8,072.41	9.81
SUPPLIES	11,500	189.99	189.99	0.00	11,310.01	1.65
MISCELLANEOUS	1,500	69.00	69.00	0.00	1,431.00	4.60
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	243,307	21,805.12	21,805.12	1,035.00	220,466.88	9.39
50-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	61,157	8,058.63	8,058.63	0.00	53,098.37	13.18
CONTRACTS & PROF. SVCS	13,500	266.00	266.00	0.00	13,234.00	1.97
MISCELLANEOUS	26,999	2,664.67	2,664.67	0.00	24,334.33	9.87
MAINTENANCE	2,500	0.00	0.00	2,001.00	499.00	80.04
UTILITIES	17,985	1,083.80	1,083.80	0.00	16,901.20	6.03
SUPPLIES	2,000	143.48	143.48	0.00	1,856.52	7.17

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

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	150	0.00	0.00	0.00	150.00	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 60-PUBLIC WORKS BLDG	124,291	12,216.58	12,216.58	2,001.00	110,073.42	11.44
<u>39-PARKS</u>						
PERSONNEL SERVICES	77,455	7,849.70	7,849.70	0.00	69,605.30	10.13
CONTRACTS & PROF. SVCS	81,250	21,172.00	21,172.00	0.00	60,078.00	26.06
MISCELLANEOUS	20,000	3,677.74	3,677.74	0.00	16,322.26	18.39
MAINTENANCE	16,500	1,165.95	1,165.95	0.00	15,334.05	7.07
UTILITIES	77,850	2,862.78	2,862.78	0.00	74,987.22	3.68
SUPPLIES	11,000	571.31	571.31	0.00	10,428.69	5.19
MISCELLANEOUS	1,000	0.00	0.00	0.00	1,000.00	0.00
CAPITAL EXPENDITURES	0	3,000.00	3,000.00	0.00	3,000.00	0.00
TOTAL 39-PARKS	285,055	40,299.48	40,299.48	0.00	244,755.52	14.14
<u>71-DEBT SERVICE</u>						
DEBT SERVICE	180,815	0.00	0.00	206,222.00	(25,407.00)	114.05
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	180,815	0.00	0.00	206,222.00	(25,407.00)	114.05
<u>90</u>						
TOTAL EXPENDITURES	3,201,092	231,434.72	231,434.72	253,255.95	2,716,401.33	15.14
<u>92</u>						
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	2,916.22	2,916.22	256,591.95	253,674.73	7,573.00

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

100-GENERAL FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	598,968	1,075.42	1,075.42	0.00	597,892.58	0.18
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	1,227.62	1,227.62	0.00	8,772.38	12.28
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	446,250	36,548.64	36,548.64	0.00	409,701.36	8.19
100.00.5722.000 BEVERAGE TAX	2,600	566.39	566.39	0.00	2,033.61	21.78
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	30,000	34,919.70	34,919.70	0.00	4,919.70	116.40
100.00.5732.000 SKYBEAM	58,320	4,888.14	4,888.14	0.00	53,431.86	8.38
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	0.00	0.00	6,500.00	0.00
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	56.36	56.36	0.00	4,443.64	1.25
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	0.00	0.00	13,000.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	36,750	2,167.60	2,167.60	0.00	34,582.40	5.90
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5743.000 FEES	100	0.00	0.00	0.00	100.00	0.00
100.00.5744.000 PENALTIES	150,000	10,914.30	10,914.30	0.00	139,085.70	7.28
100.00.5745.000 CNTY FIRE RUNS	110,997	0.00	0.00	0.00	110,997.00	0.00
100.00.5746.000 ONION SHED RENTAL	1,000	50.00	50.00	0.00	950.00	5.00
100.00.5747.000 COUNTY LIBRARY FUND	0	0.00	0.00	0.00	0.00	0.00
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	1,395.64	0.00	15,351.36	8.33
100.00.5759.000 GAMING MACHINE LICENSE	255	0.00	0.00	0.00	255.00	0.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	600	71.14	71.14	0.00	528.86	11.86
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5764.000 FEDC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	0.00	0.00	0.00	12,000.00	0.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	0.00	0.00	0.00	7,200.00	0.00
100.00.5769.000 OTHER INCOME	25,000	371.50	371.50	0.00	24,628.50	1.49
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	700	0.00	0.00	0.00	700.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT	0	8,336.00	8,336.00	3,336.00	5,000.00	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

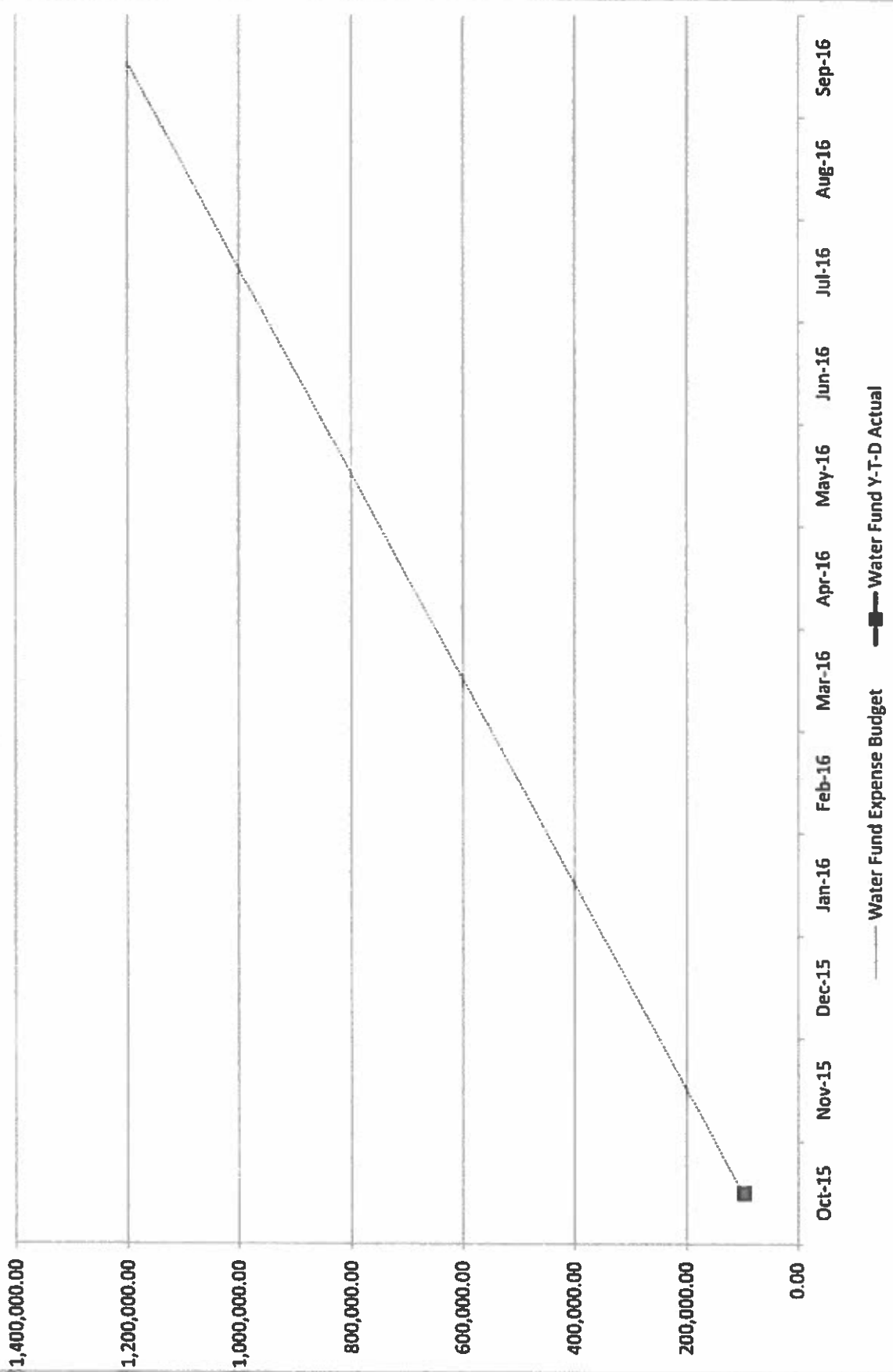
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2015

100-GENERAL FUND

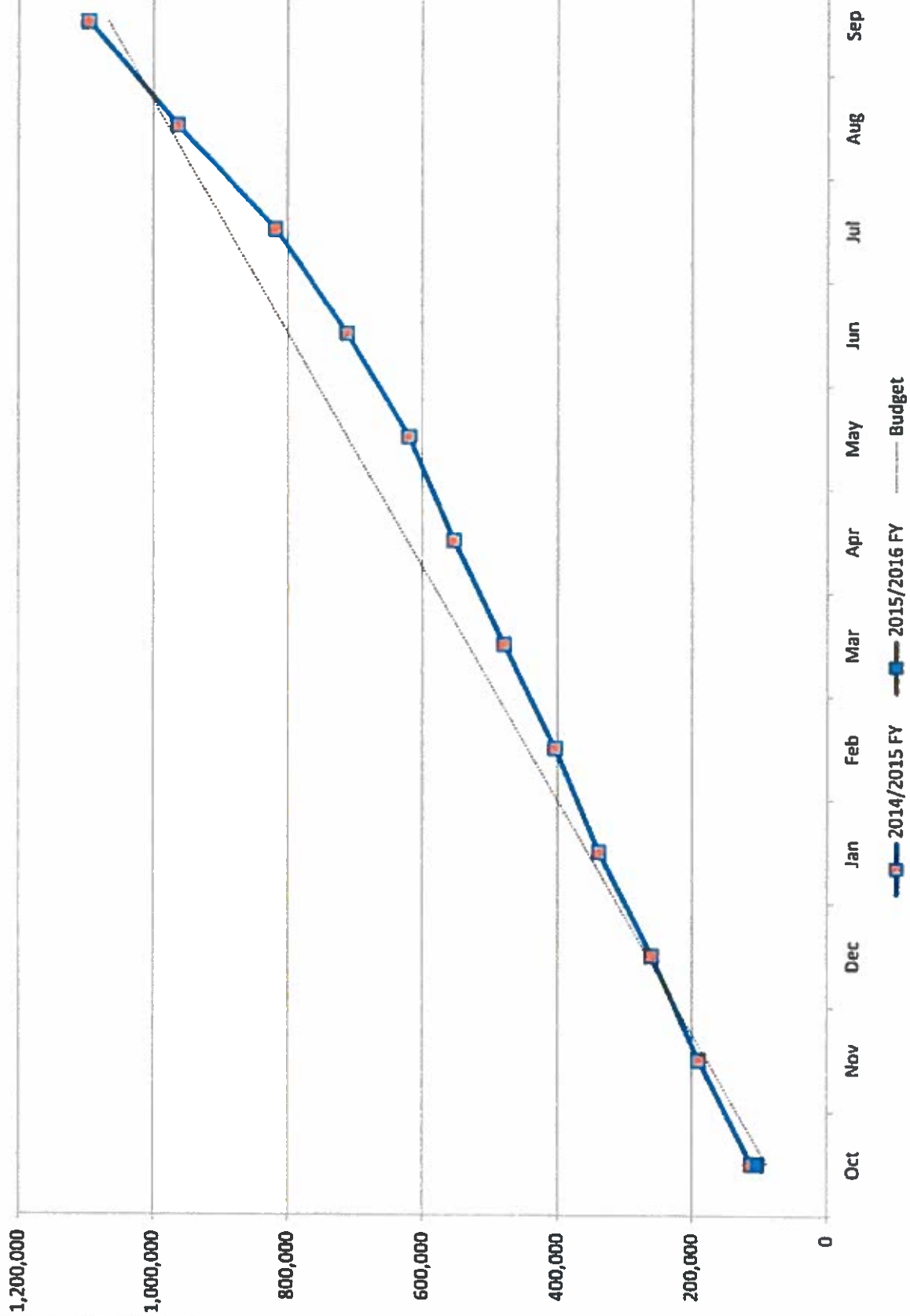
% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.83	1,725.83	0.00	18,984.17	8.33
100.00.5793.000 RENT RECEIVED	3,600	300.00	300.00	0.00	3,300.00	8.33
100.00.5794.000 CIVIC RENT	5,500	990.00	990.00	0.00	4,510.00	18.00
100.00.5795.000 4B SALARY	61,951	0.00	0.00	0.00	61,951.00	0.00
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	13,000.00	13,000.00	0.00	11,000.00	54.17
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	1,388,960	115,746.66	115,746.66	0.00	1,273,213.34	8.33
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	162,283	0.00	0.00	0.00	162,283.00	0.00
100.00.5998.000 TRANS-IN- GEN.END.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	3,201,091	234,350.94	234,350.94	3,336.00	2,970,076.06	7.22
TOTAL REVENUE	3,201,091	234,350.94	234,350.94	3,336.00	2,970,076.06	7.22

Water Fund Expense Budget Year 10/2015 thru 9/2016



Water Revenue Comparison Chart



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

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,067,403	103,843.75	103,843.75	0.00	963,559.25	9.73
TOTAL REVENUES	1,067,403	103,843.75	103,843.75	0.00	963,559.25	9.73
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION	67,366	5,728.77	5,728.77	0.00	61,637.23	8.50
PERSONNEL SERVICES	700	0.00	0.00	0.00	700.00	0.00
CONTRACTS & PROF. SVCS	21,278	1,275.62	1,275.62	0.00	20,002.38	6.00
MAINTENANCE	5,640	0.00	0.00	0.00	5,640.00	0.00
UTILITIES	1,000	0.00	0.00	74.93	925.07	7.49
SUPPLIES	7,750	523.01	523.01	0.00	7,226.99	6.75
MISCELLANEOUS	103,734	7,527.40	7,527.40	74.93	96,131.67	7.33
TOTAL 12-ADMINISTRATION	0	0.00	0.00	0.00	0.00	0.00
52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
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.	91,536	16,954.71	16,954.71	0.00	74,581.29	18.52
PERSONNEL SERVICES	64,655	1,474.91	1,474.91	0.00	63,180.09	2.28
CONTRACTS & PROF. SVCS	122,000	2,093.58	2,093.58	0.00	119,906.42	1.72
MISCELLANEOUS	5,000	1,397.13	1,397.13	1,737.67	1,865.20	62.70
MAINTENANCE	26,550	2,281.02	2,281.02	0.00	24,268.98	8.59
UTILITIES	653,519	53,776.06	53,776.06	0.00	599,742.94	8.23
SUPPLIES	9,000	138.60	138.60	0.00	8,861.40	1.54
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	121,874	10,156.16	10,156.16	0.00	111,717.84	8.33
TRANSFERS	1,094,134	88,272.17	88,272.17	1,737.67	1,004,124.16	8.23
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,197,868	95,799.57	95,799.57	1,812.60	1,100,255.83	8.15
REVENUE OVER/(UNDER) EXPENDITURES	(130,465)	8,044.18	8,044.18	(1,812.60)	136,696.58	4.78-

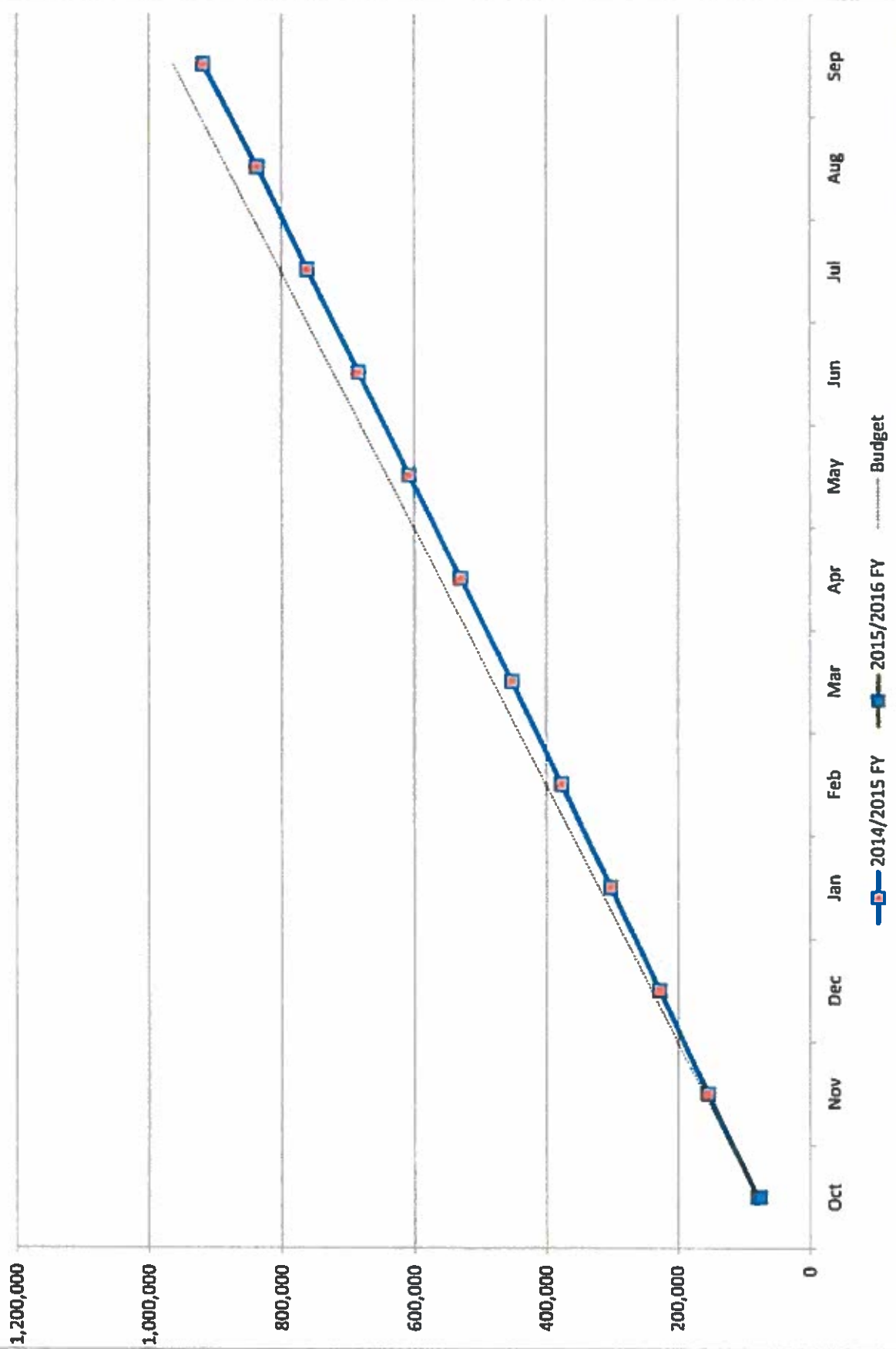
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2015

700-WATER FUND

% OF YEAR COMPLETED: 08.33

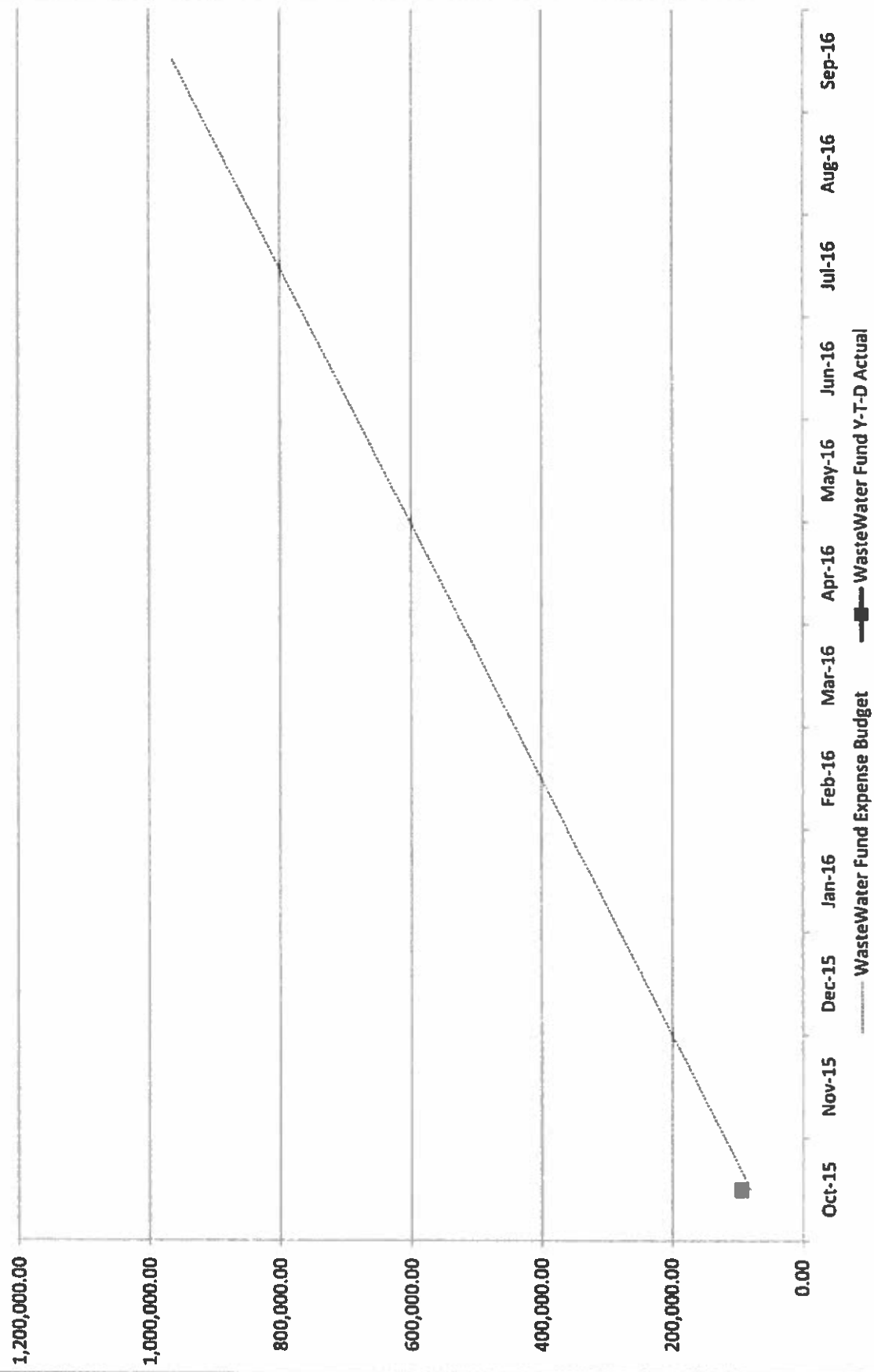
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	350.00	350.00	0.00	3,150.00	10.00
700.00.5744.000 PENALTIES	13,000	1,754.97	1,754.97	0.00	11,245.03	13.50
700.00.5745.000 AGREEMENTS AND CONTRACTS	114,000	4,140.76	4,140.76	0.00	109,859.24	3.63
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	930,898	97,463.56	97,463.56	0.00	833,434.44	10.47
700.00.5753.000 WATER TAP FEES	1,200	0.00	0.00	0.00	1,200.00	0.00
700.00.5762.000 INTEREST EARNED	750	79.46	79.46	0.00	670.54	10.59
700.00.5767.000 OTHER REVENUE	0	55.00	55.00	0.00	55.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,067,403	103,843.75	103,843.75	0.00	963,559.25	9.73
TOTAL REVENUE	1,067,403	103,843.75	103,843.75	0.00	963,559.25	9.73

Wastewater Revenue Comparison Chart

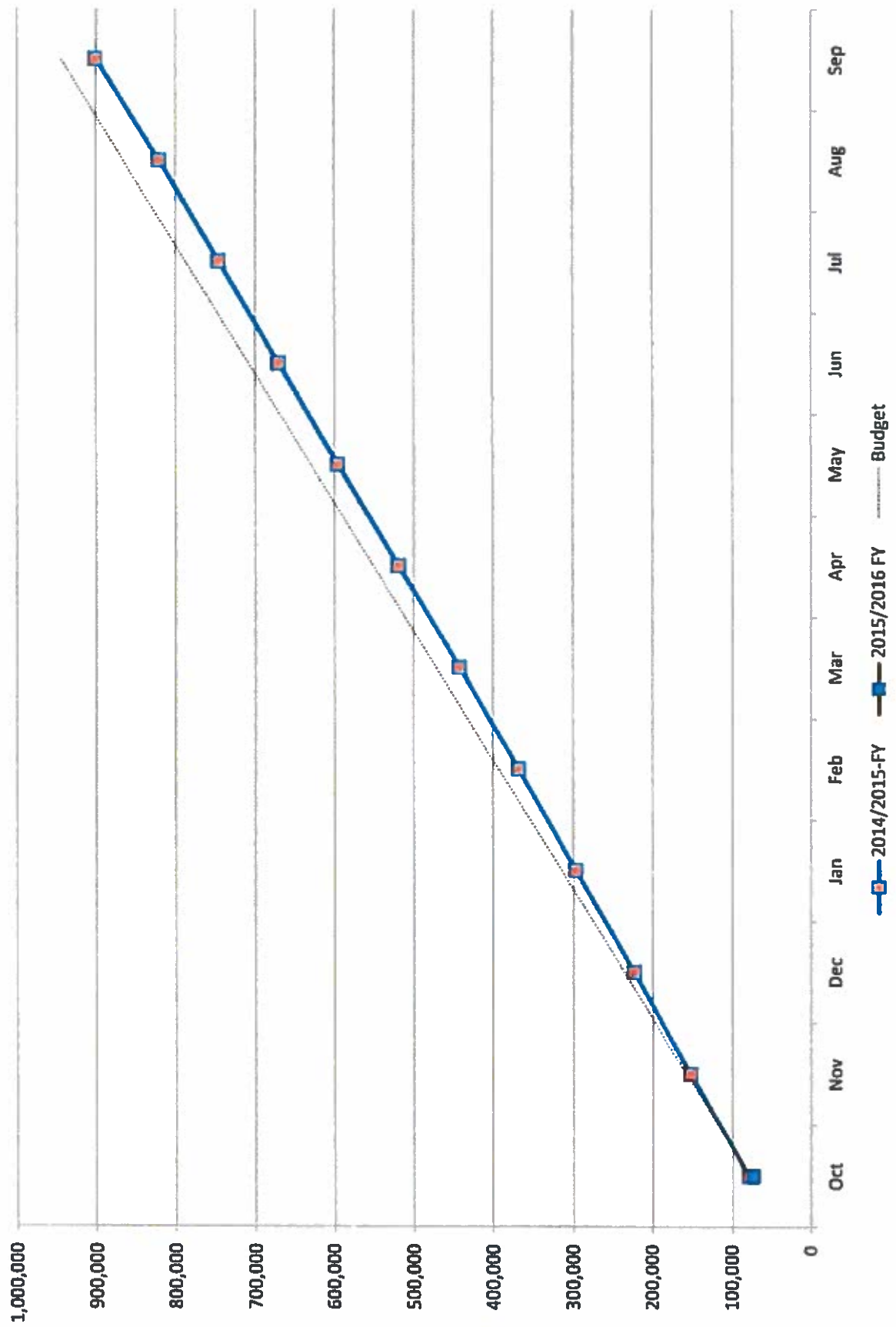


Wastewater Fund Expense

Budget Year 10/2015 thru 9/2016



City Sewer Sales



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

PAGE: 1

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	963,150	75,754.63	75,754.63	0.00	887,395.37	7.87
TOTAL REVENUES	963,150	75,754.63	75,754.63	0.00	887,395.37	7.87
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	42,346	1,157.39	1,157.39	0.00	41,188.61	2.73
TOTAL 12-ADMINISTRATION	42,346	1,157.39	1,157.39	0.00	41,188.61	2.73
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	198,169	5,160.92	5,160.92	0.00	193,008.08	2.60
CONTRACTS & PROF. SVCS	17,140	405.00	405.00	0.00	16,735.00	2.36
MISCELLANEOUS	17,500	82.58	82.58	0.00	17,417.42	0.47
MAINTENANCE	358,780	67,693.83	67,693.83	1,775.92	289,310.25	19.36
UTILITIES	10,750	641.70	641.70	0.00	10,108.30	5.97
SUPPLIES	6,000	0.00	0.00	0.00	6,000.00	0.00
MISCELLANEOUS	9,685	0.00	0.00	0.00	9,685.00	0.00
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	50,000	0.00	0.00	485.00	49,515.00	0.97
TRANSFERS	252,780	21,065.00	21,065.00	0.00	231,715.00	8.33
TOTAL 36-WASTEWATER SYSTEM	920,804	95,049.03	95,049.03	2,260.92	823,494.05	10.57
TOTAL EXPENDITURES	963,150	96,206.42	96,206.42	2,260.92	864,682.66	10.22
REVENUE OVER/(UNDER) EXPENDITURES	0	20,451.79	20,451.79	2,260.92	22,712.71	0.00

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

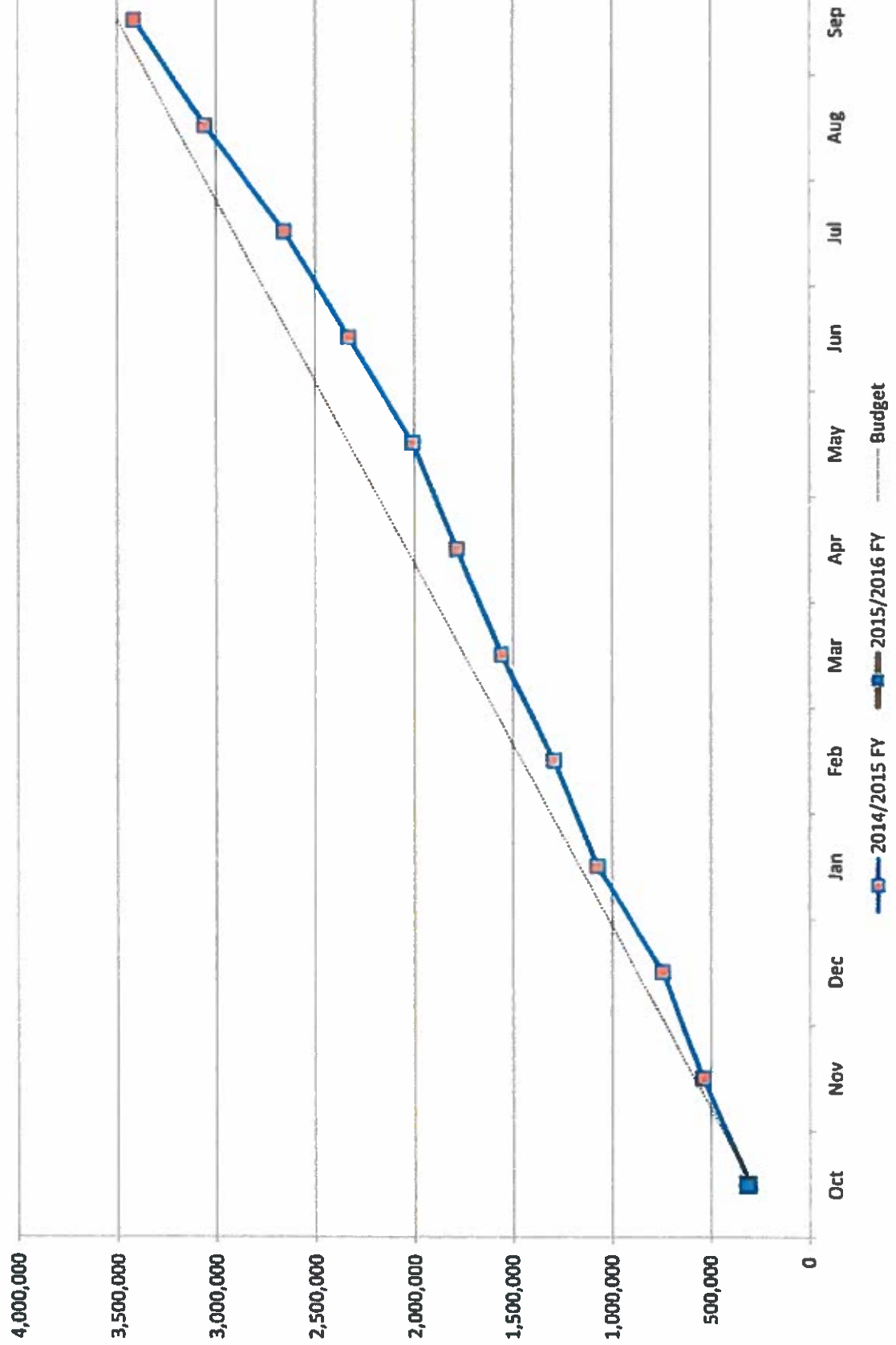
705--WASTEWATER

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	944,970	73,658.37	73,658.37	0.00	871,311.63	7.79
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,880	1,634.48	1,634.48	0.00	15,245.52	9.68
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	400.00	400.00	0.00	900.00	30.77
705.00.5762.000 INTEREST EARNED	0	61.78	61.78	0.00	61.78	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	963,150	75,754.63	75,754.63	0.00	887,395.37	7.87
TOTAL REVENUE	963,150	75,754.63	75,754.63	0.00	887,395.37	7.87

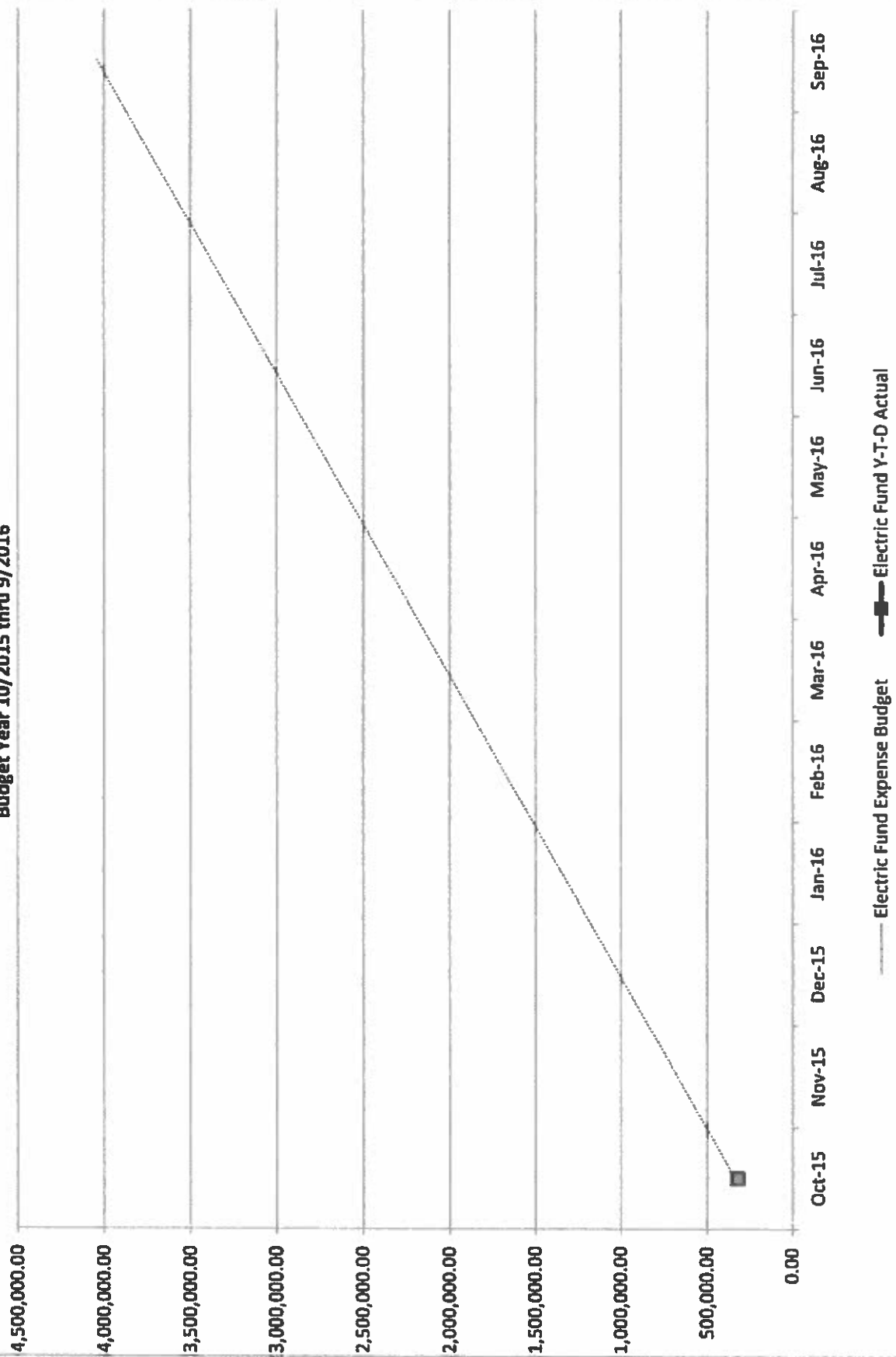
City Electric Sales Comparison

Budget Year 10/2015 thru 09-2016



Electric Fund Expense

Budget Year 10/2015 thru 9/2016



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

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,041,735	331,551.79	331,551.79	0.00	3,710,183.21	8.20
TOTAL REVENUES	4,041,735	331,551.79	331,551.79	0.00	3,710,183.21	8.20
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	55,484	3,724.27	3,724.27	0.00	51,759.73	6.71
TOTAL 12-ADMINISTRATION	55,484	3,724.27	3,724.27	0.00	51,759.73	6.71
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	407,806	35,399.23	35,399.23	0.00	372,406.77	8.68
CONTRACTS & PROF. SVCS	69,600	2,776.65	2,776.65	0.00	66,823.35	3.99
MISCELLANEOUS	139,500	3,068.08	3,068.08	356.44	136,075.48	2.45
MAINTENANCE	17,658	2,340.01	2,340.01	0.00	15,317.99	13.25
UTILITIES	9,560	438.90	438.90	0.00	9,121.10	4.59
SUPPLIES	2,037,882	193,407.38	193,407.38	0.00	1,844,474.62	9.49
MISCELLANEOUS	15,400	1,736.59	1,736.59	0.00	13,663.41	11.28
DEPT SERVICE	131,170	0.00	0.00	0.00	131,170.00	0.00
CAPITAL EXPENDITURES	219,069	1,725.94	1,725.94	17,152.42	200,190.64	8.62
TRANSFERS	939,206	78,267.16	78,267.16	0.00	860,938.84	8.33
TOTAL 37-ELECTRIC DEPT.	3,986,851	319,159.94	319,159.94	17,508.86	3,650,182.20	8.44
TOTAL EXPENDITURES	4,042,335	322,884.21	322,884.21	17,508.86	3,701,941.93	8.42
REVENUE OVER/(UNDER) EXPENDITURES	(600)	8,667.58	8,667.58 (17,508.86)	8,241.28	1,473.55

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

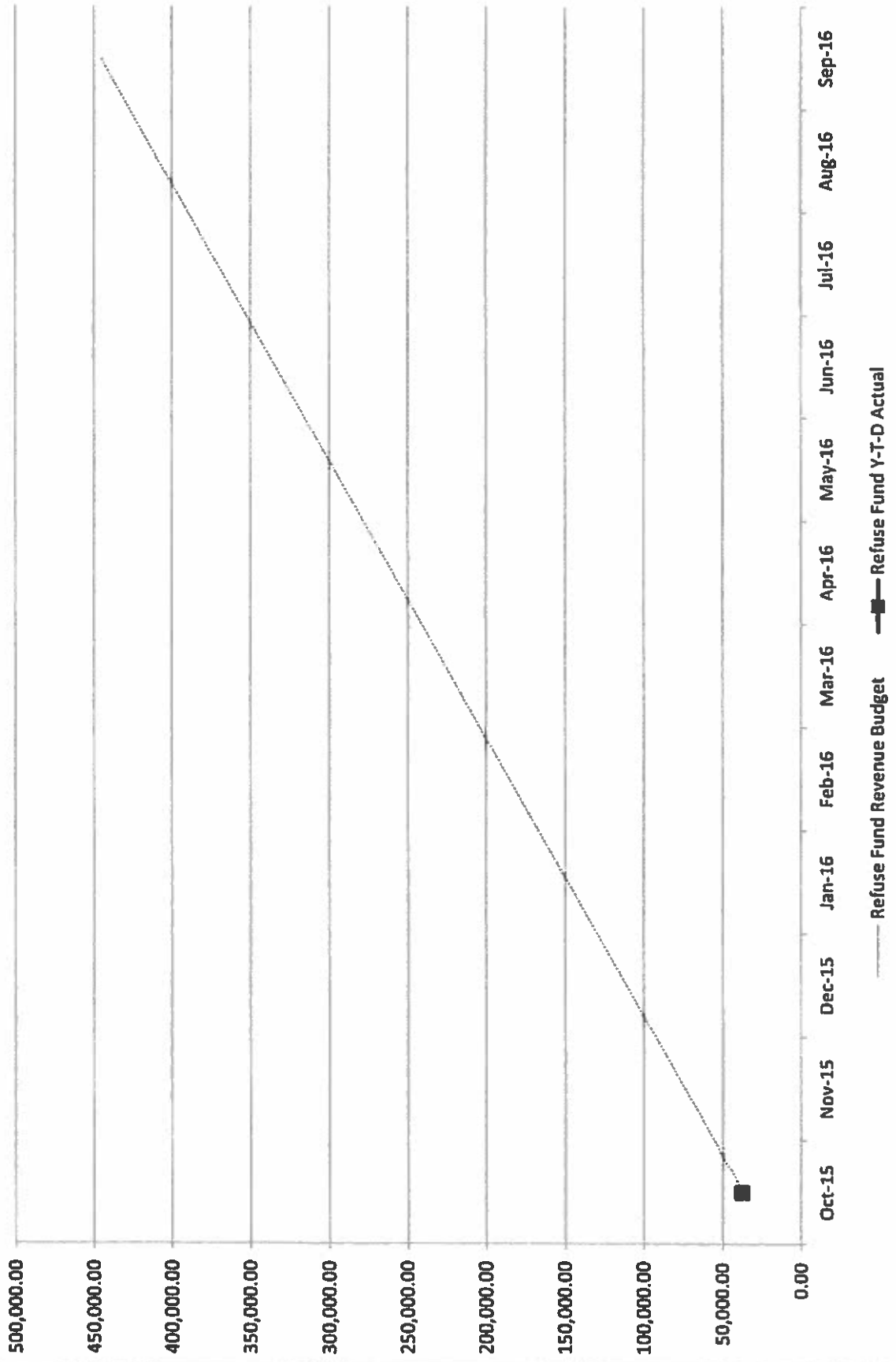
715-ELECTRIC FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	6,500	690.00	690.00	0.00	5,810.00	10.62
715.00.5744.000 PENALTIES	46,500	7,544.00	7,544.00	0.00	38,956.00	16.22
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,497,485	312,106.42	312,106.42	0.00	3,185,378.58	8.92
715.00.5755.000 SURCHARGE	150,000	11,171.03	11,171.03	0.00	138,828.97	7.45
715.00.5757.000 PCA (POWER COST ADJ)	341,000	0.00	0.00	0.00	341,000.00	0.00
715.00.5762.000 INTEREST	250	40.34	40.34	0.00	209.66	16.14
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5789.000 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	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,041,735	331,551.79	331,551.79	0.00	3,710,183.21	8.20
TOTAL REVENUE	4,041,735	331,551.79	331,551.79	0.00	3,710,183.21	8.20

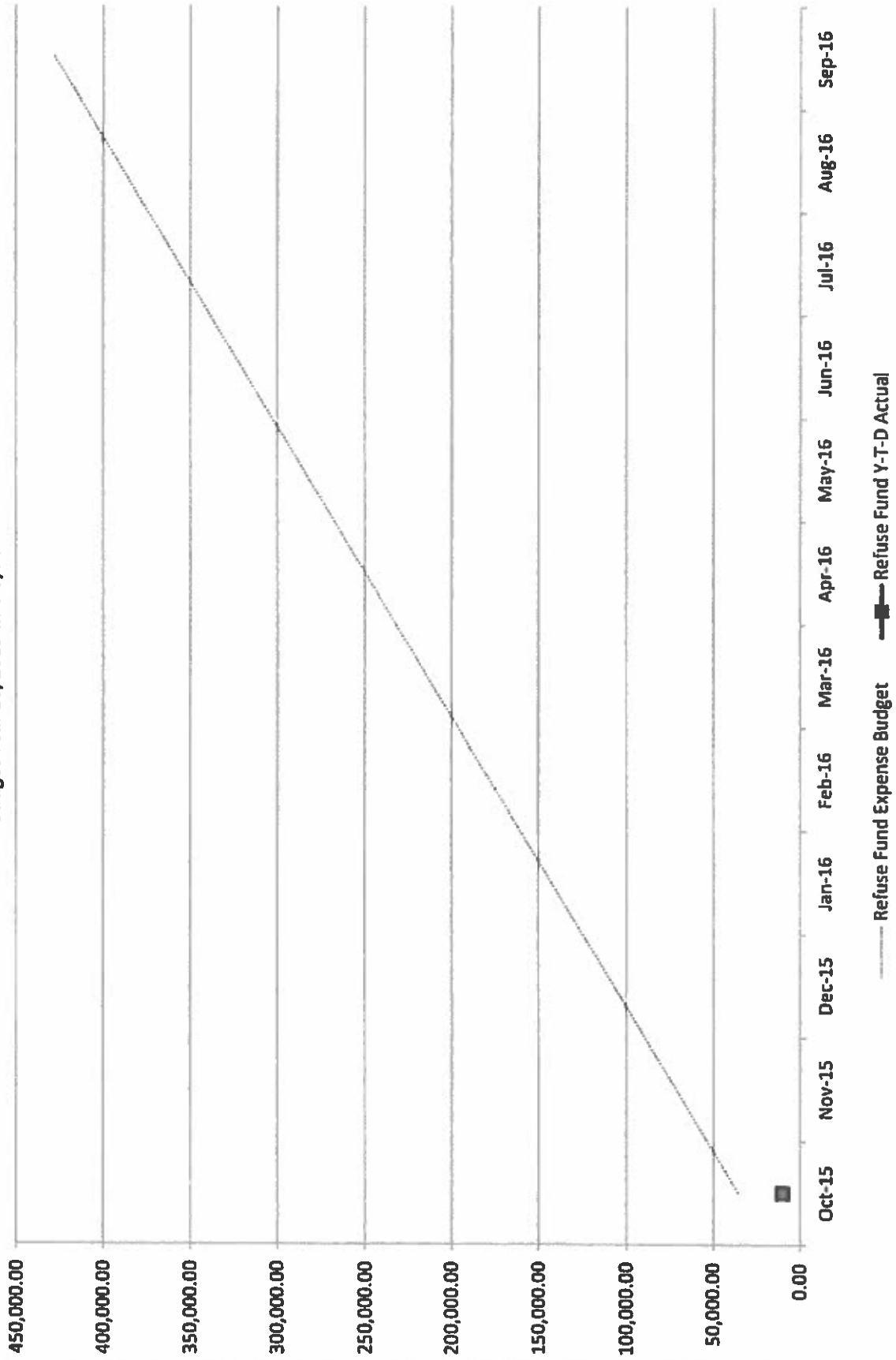
Refuse Fund Revenue Progress

Budget Year 10/2015 thru 9/2016



Refuse Fund Expense

Budget Year 10/2015 thru 9/2016



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2015720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	445,727	37,789.31	37,789.31	0.00	407,937.69	8.48
TOTAL REVENUES	445,727	37,789.31	37,789.31	0.00	407,937.69	8.48
<u>EXPENDITURE SUMMARY</u>						
22-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	345,655	3,648.09	3,648.09	0.00	342,006.91	1.06
MISCELLANEOUS	75,100	6,258.33	6,258.33	0.00	68,841.67	8.33
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	200.00	0.00	2,200.00	8.33
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 22-REFUSE DEPT.	428,155	10,106.42	10,106.42	0.00	418,048.58	2.36
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	428,155	10,106.42	10,106.42	0.00	418,048.58	2.36
REVENUE OVER/(UNDER) EXPENDITURES	17,572	27,682.89	27,682.89	0.00	10,110.89	157.54

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

720-REFUSE FUND

% OF YEAR COMPLETED: 08.33

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	644.67	644.67	0.00	6,855.33	8.60
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	21,544.58	21,544.58	0.00	233,647.42	8.44
720.00.5752.000 COMMERCIAL TRASH COLLECT	182,670	15,571.75	15,571.75	0.00	167,098.25	8.52
720.00.5755.000 RECYCLE	140	17.85	17.85	0.00	122.15	12.75
720.00.5762.000 INTEREST EARNED	125	10.46	10.46	0.00	114.54	8.37
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	0.00	0.00	0.00	100.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	445,727	37,789.31	37,789.31	0.00	407,937.69	8.48
TOTAL REVENUE	445,727	37,789.31	37,789.31	0.00	407,937.69	8.48



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
October 13, 2015

The Farmersville City Council met in regular session on October 13, 2015 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Joe Helmberger, John Klostermann, John Politz, Michael Hesse, Leaca Caspari and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Mayor Helmberger announced changes to the Council meeting dates due to upcoming holidays. There will be only one meeting in November on November 17th. December 1st and December 15th will be the next meetings.

The County will be holding their election in City Hall October 19th thru October 23rd from 8am – 5pm. Lastly the Chamber of Commerce has two upcoming events on October 24th, the Scare Around the Shed will be held from 4pm – 7pm at the Onion Shed and the Trick It Up Bide Ride will begin at 9am on the same day.

Fire Chief Morris' birthday was today and he was given well wishes.

Item II) CONSENT AGENDA

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

Item G – Public Works Report: Mayor Helmberger stated he reviewed the service order status and questioned why so many service orders were dispositioned during the month of September. City Manager Ben White informed the Council service orders are created to change out meters for the automated metering system. Farmersville Electric has changed out numerous meters during the month of September, thereby reporting a high number of service orders being dispositioned.

Mayor Helmberger also noted early into taking over Farmersville Electric, a plan was to offer average billing after one year. Now that we are past August, City Manager Ben White stated the City must work with our software provider, Incode, to help structure the billing software. Average billing should be able to be deployed in 2 – 3 months. Before

deployed, Mr. White stated he will provide the algorithm to the Council. Leaca Caspari motioned to approve the Public Works Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Library Report: Mayor Helmberger requested the Library's statistics be submitted to the Collin County Commissioner's Court which highlights the County usage at our Library. Jim Foy motioned to approve the Library Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

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

ITEM IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON A FREEDOM OF INFORMATION ACT ORDINANCE

City Attorney Alan Lathrom indicated due to recent legislation, a public information act request can be directed to the information on a specific URL unless the requestor requires hard copies of the information. Jim Foy stated some of the charges do not cover the actual costs. Mr. Lathrom stated all charges are directly through the Texas Administrative Code and approved through the Office of Attorney General. Unrecoverable costs are paid via taxpayer funds. John Klostermann motioned to approve the ordinance as presented with Leaca Caspari seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – B) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN AMENDMENT TO THE MASTER FEE SCHEDULE REGARDING A RATE INCREASE FOR THE WATER

Mayor Helmberger stated he wanted to add another WHEREAS to clearly state the reason for the water rate increase. The rate increase is due to a pass thru cost directly from North Texas Municipal Water District. City Manager Ben White stated he clarified the rate table since the last meeting because of the tiered rate structure. The 23¢ increase does affect the meter cost of the first 1,000 gallons. The percentage was changed on the tiered rate table. Originally the percentage was based on the consultant's rate study calculations.

Jim Foy stated the percentage was arbitrary and would feel better with a flat rate increase of 23¢ across all tiers. This is a pass thru cost only. Mr. White indicated the average user would not be affected by the tiered percentages. Mr. Foy repeated the charge is a pass thru only and no more. The percentage was arbitrary. Mayor Helmberger stated NTMWD will be increasing the water rate annually until the Bois D'

Arc reservoir has been completed. By the time we have another rate study, the consultants can re-adjust at that time. The increase is not believed to impact the budget. Jim Foy motioned to approve the ordinance with a modification of the volumetrics and include the additional "Whereas" as requested by Mayor Helmberger. John Klostermann seconded the motion. City Attorney Alan Lathrom requested Council amend their motion due to an error found in the ordinance. Under Section 1 referencing the location of the Code of Ordinances, the correction should be section 74.76 and not Section 11.122.4 (which was in the old codification). Jim Foy amended his motion to include the section correction with John Klostermann amending his motion to second the amended motion by Jim Foy. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – C) ONLY READING – CONSIDER, DISCUSS AND ACT UPON A BUDGET AMENDMENT FOR PURCHASE OF A SAFETY RADAR TRAILER AND RADAR RECORDING EQUIPMENT FOR THE POLICE DEPARTMENT

Michael Hesse motioned to approve the budget amendment as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION APPOINTING THE NEWSPAPERS OF MAJOR CIRCULATION

City Secretary Edie Sims indicated the main newspaper used will be the Farmersville Times, but in the event another newspaper is required, the Dallas Morning News will serve the need. Both newspapers have met the proper requirements set by statute. John Klostermann motioned to approve the resolution as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) CONSIDER, DISCUSS AND ACT UPON INFORMATION REGARDING USERS OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2012 EDITION

City Manager Ben White presented a potential ordinance as prepared by City Attorney Alan Lathrom. Several pool companies were contacted and questioned if they follow the ISPSC. Most stated they follow whatever ordinances were applicable to each city. Mr. White stated he also spoke with Manny Rivera with Benchmark Pools in Arlington who is also the President of the Association of Pool and Spa Professionals (APSP) who highly recommended the ISPSC Code which covers a wide gambit of information. The City of Wylie uses the presented Code and other cities are looking at adopting said Code. Although not perfect, the Code does feature safety which is very important. There is a cost to homeowners to provide safety including fencing and proper drains. The Code

presented is a decent spec and has the basics for a safe pool. Mr. White stated he understood the need regarding semi-private and public pools.

There some exceptions that were included in the ordinance proposal including backflow. If a sanitary sewer system is available, the backflow must be flow into the sanitary sewer system. Otherwise, the backflow must go into the storm drain. Mayor Helmberger agreed standards need to be in place. Council concurred to present the ordinance at the next Council for the first reading of the ordinance. No further action was taken by Council.

ITEM V – C) CONSIDER, DISCUSS AND ACT UPON ALLEY DESIGNATIONS USED IN TOWN

City Manager Ben White indicated maps of defined alleys and some of the dedicated rights-of-way were included in the Council packet. The need for this discussion came from identifying specific signs in town. The City is in the second phase of ordering signs and found that alleys had previously been assigned signage. Other rights-of-ways are being treated as streets and others still that are not used. There are several alleys all over town from old subdivisions that were not developed. Jim Foy stated he did not see the need to place street signs on alleys. Council concurred to this statement.

Mr. White stated he will follow the direction of the Council and only install stop signs on alleys as they come into thoroughfares and other streets for safety.

ITEM V – D) CONSIDER, DISCUSS AND ACT UPON A SOLID WASTE GUIDE FROM PROGRESSIVE WASTE SOLUTIONS

Progressive Waste Solutions provided a Solid Waste Guide for our residents in accordance with their contract. Leaca Caspari motioned to approve the Guide with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – E) CONSIDER, DISCUSS AND ACT UPON A CONTRACT RENEWAL WITH ITRON FOR SOFTWARE AND HARDWARE TO OPERATE THE ELECTRONIC METERS

City Manager Ben White discussed the contract renewal for ITRON which is for the water side of the electronic meters. The handheld is ready to support the software. Michael Hesse motioned to approve the contract as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – F) CONSIDER, DISCUSS AND ACT UPON A WELLNESS PROGRAM FOR CITY EMPLOYEES

City Manager Ben White asked to discuss this item with the Council regarding a wellness program for City Employees. Mr. White has investigated options that will offer

a healthy working environment. A plan is being made available through Modern Fitness with Ambrose Coleman for intense physical training and membership with Farmersville Physical Therapy is offered for less intensive training. Farmersville Physical Therapy is offering a charge of \$30 per month per each user which includes the initial set up and access card. The charge through Modern Fitness is \$99 per month per person which equals 3 hours a week with a trainer or 1 hour each day.

Mr. White felt this was a good start towards healthier employees. Our insurance is not realizing the cost benefit but Mr. White feels the outcome will outweigh the insurance's support. Lower usage of our insurance will benefit the City all the way around. Police Chief Mike Sullivan stated while in DeSoto, his Department was offered a similar benefit. The Police Officers took advantage of this and it proved to help keep a physical asset to the City. Mr. White encouraged this as a good tool to promote physical fitness. Jim Foy asked if this benefit would be offered during working hours with Chief Sullivan stating the Police Officers would be allowed to work-out during regular working hours; however they would be ready for incoming calls. For non-Police, Mr. White stated the benefit would be used after working hours. Mr. Foy questioned if the funds are available in the budget with Mr. White stating yes. Mr. White and Chief Sullivan concurred there will be a strong start off and the usage may dwindle down. The usage will be monitored and those who have signed up and not using the benefit will have a conference. If the benefit is not used, the City will require the employee to discontinue. The City will also not be charged if the employee does not use the benefit.

Leaca Caspari asked if Modern Fitness will charge whether the benefit is used or not. Mr. White stated if the benefit, either through Modern Fitness or Farmersville Physical Therapy, is not used, the City will not be charged. Mr. White only wanted to encourage a physically fit employee group.

Michael Hesse stated he liked the idea, but was not sure if the cost is up to the citizens to take on. If the health insurance offered a break for this expense, then he would be all for it. Mr. White stated currently our insurance does not offer any relief of costs by using this type of program. Again, Mr. White stated by promoting a healthy environment, insurance usage with doctor visits should decrease. It is seen as a cost avoidance. Part of Modern Fitness is working with nutrition. Michael Hesse questioned if there were other things the City could do to promote physical fitness. This choice has to become a personal goal to become fit.

John Politz stated he likes the \$30 monthly expenditure but would offer a compromise for the employee to participate with Modern Fitness by splitting the cost. This brings more willingness by the employee to participate. Leaca Caspari stated this will be more of a commitment and liked the compromise. Michael Hesse stated this could help reduce liability.

Jim Foy stated his company pays for employee and their family flu shots to help maintain the health of their employees. This is a good investment. Mayor

Helmberger stated he liked the buy-in of the Modern Fitness and allow the City to pay the full price for Farmersville Physical Therapy. Leaca Caspari motioned to approve the cost expenditure as follows: full price of \$30 per person per month for Farmersville Physical Therapy and \$49.50 per person per month for Modern Fitness. John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Michael Hesse stated he would like to see the usage tracked. Chief Sullivan stated he would like to see a base line performed to see if health improves. The only statistics attained will be through usage and can get feedback from employees directly. Leaca Caspari stated she sees this as a benefit and should pay for itself.

ITEM V – G) CONSIDER, DISCUSS AND ACT REGARDING DIRECTION TO AMEND EXISTING ORDINANCES PERTAINING TO TRAINING AND FUNCTIONS OF EACH BOARD, COMMITTEE AND COMMISSION

Leaca Caspari stated she would like the ordinances amended changing the date to appoint the Chairman and Vice-Chairman from October, as in the Code of Ordinances now, to the end of June. Each board is reappointed during the month of May. Also, she requested a requirement for each board to at least meet once per quarter. If ex-officio members need to be appointed, then the Council should also include during their appointments in May.

Leaca Caspari volunteered to serve as the Council Liaison for the Senior Citizens Advisory Committee. Ms. Caspari also would like to have each board come before the Council and offer a report of their progress during the past year and offer information of upcoming projects.

Jim Foy stated the Library and Civic Center Board does not have residency requirements; however we should include the board members should reside within the Farmersville School District. Mayor Helmberger stated we should have a majority of board members reside within the City. Trisha Dowell, Librarian, stated she has one board member who resides in the City that does not attend the meetings. Also one of her board members resides in Princeton and the remainder are in the Farmersville ISD. Jim Foy stated he felt it reasonable to require two board members live in the City and others can live within the County. This change can be made effective next year.

City Manager Ben White asked that Chairmen of each board bring no shows to the attention of the Council for replacements and not bypass the authority included in the ordinance. Council could always request attendance and status of current affairs of each board.

ITEM VI) PUBLIC COMMENT

Cathy Strong, residing at 314 Woodard, came before the Council expressing her concern about Camden Park and that this development should be turned down. They had a plan that could have been built upon since 2012 and not one time has she heard

this development would benefit Farmersville. This is the same issue as the cemetery. Once this development happens, it will change Farmersville. The people coming in will not be Farmersville citizens and she does not want this quaint town to change. But it will change drastically and makes her sad. Farmersville will change to their ways and bring their ways to us. These people are not just coming to become Americans but coming to take over America.

Also Ms. Strong stated if people wanted to exercise, they will. She walks the path every day and does not believe the taxpayers should pay for employees exercising.

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

No one else requested items to be placed on a future agenda.

ITEM VIII) ADJOURNMENT

Council adjourned at 7:22pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA - Police Department Report



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

Farmersville Police Department Monthly Report October-15

Total Calls For Service:

373

Tier 1 Crimes

Robbery:

0

Assault:

3

Theft:

5

Burglary:

8

Motor Vehicle Theft:

0

Tier 2 Crimes

Forgery:

0

Fraud:

0

Criminal Mischief:

5

Weapons:

0

DWI:

1

Public Intoxication:

1

Disorderly Conduct:

0

Drugs:

0

Miscellaneous

Traffic Stops:

129

Major Accidents:

1

Citations:

71 (84 violations)

Minor Accidents:

5

Alarms:

8

Agency Assist:

35

Cases filed with the District Attorney's Office:

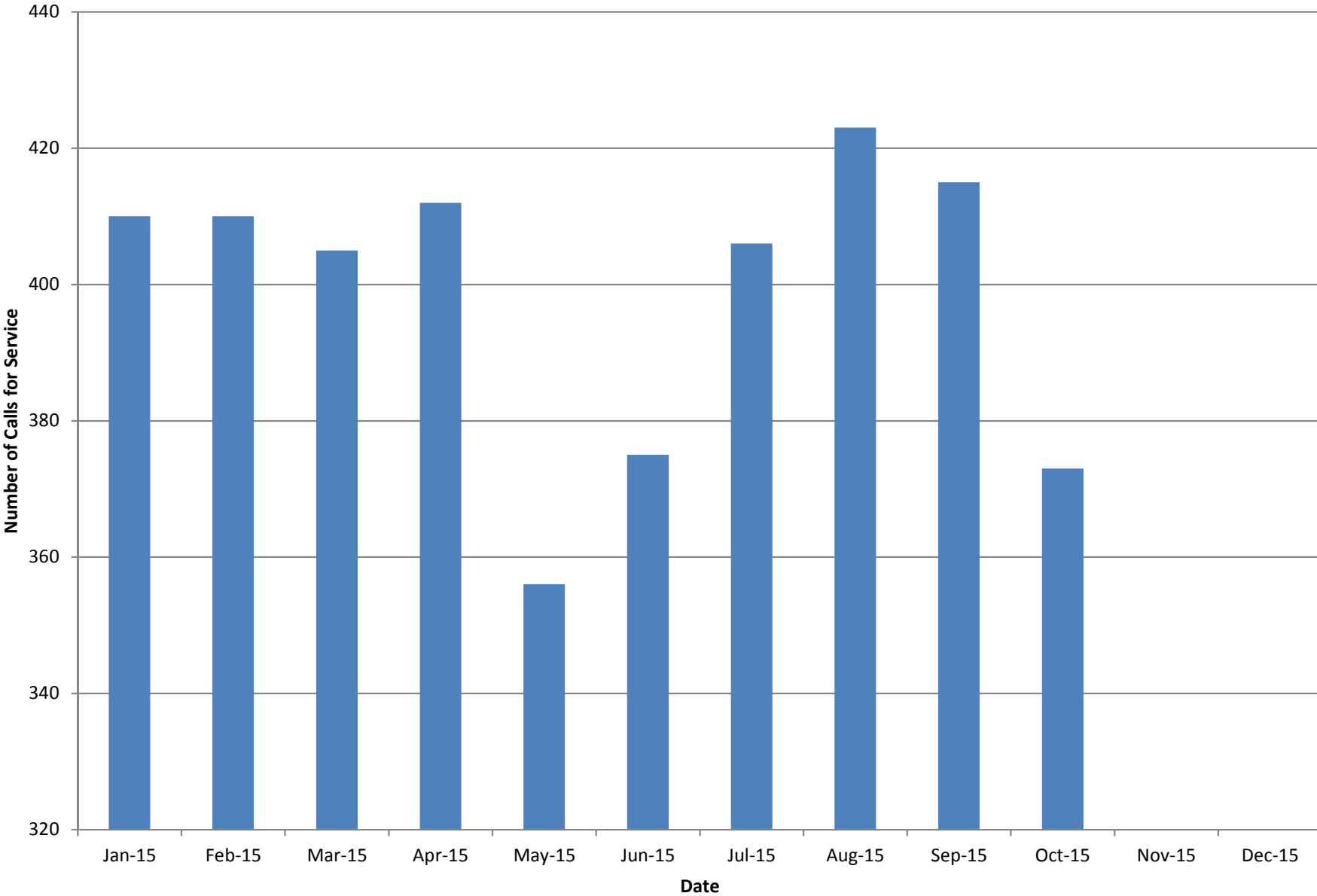
Felony:

4

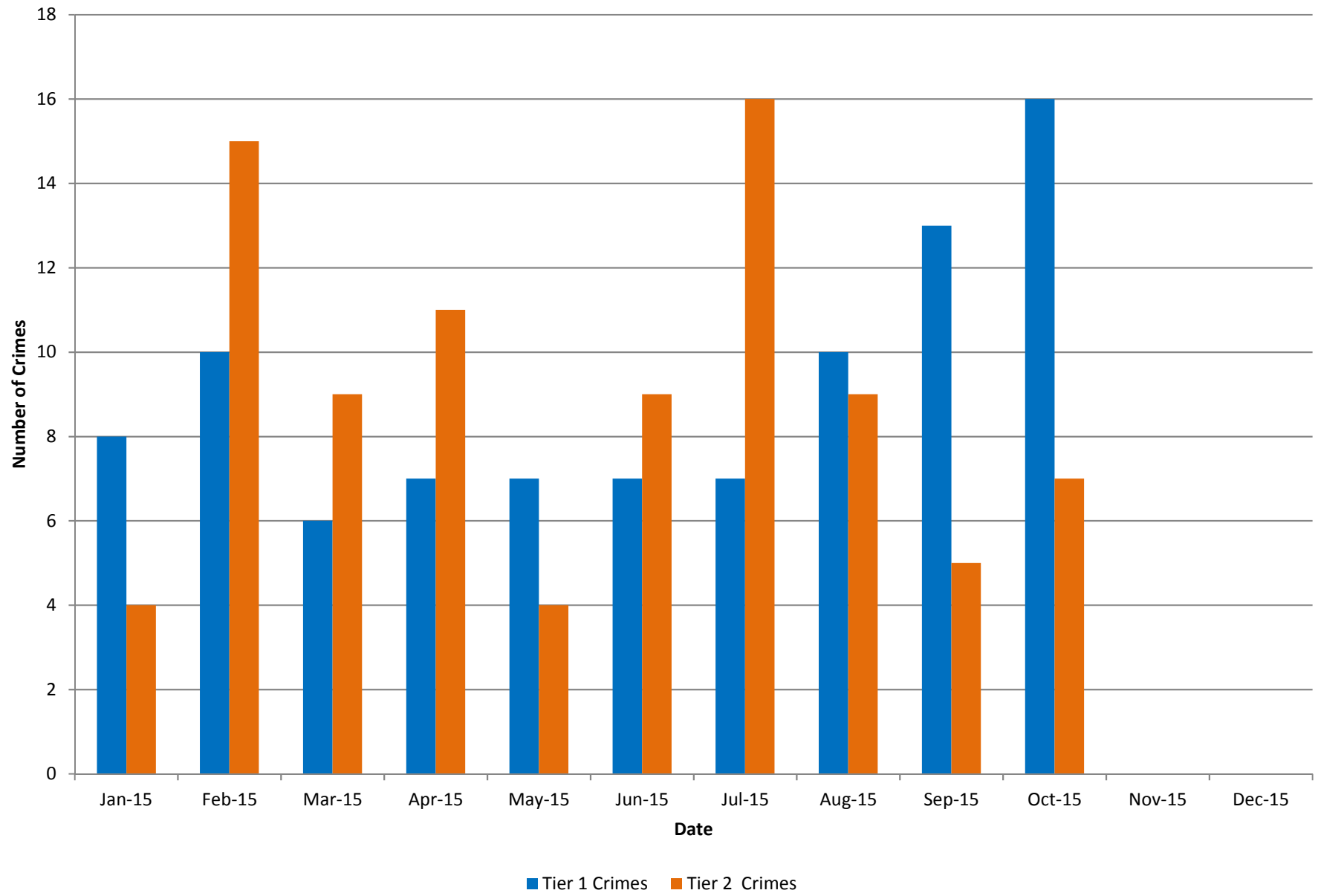
Misdemeanor:

1

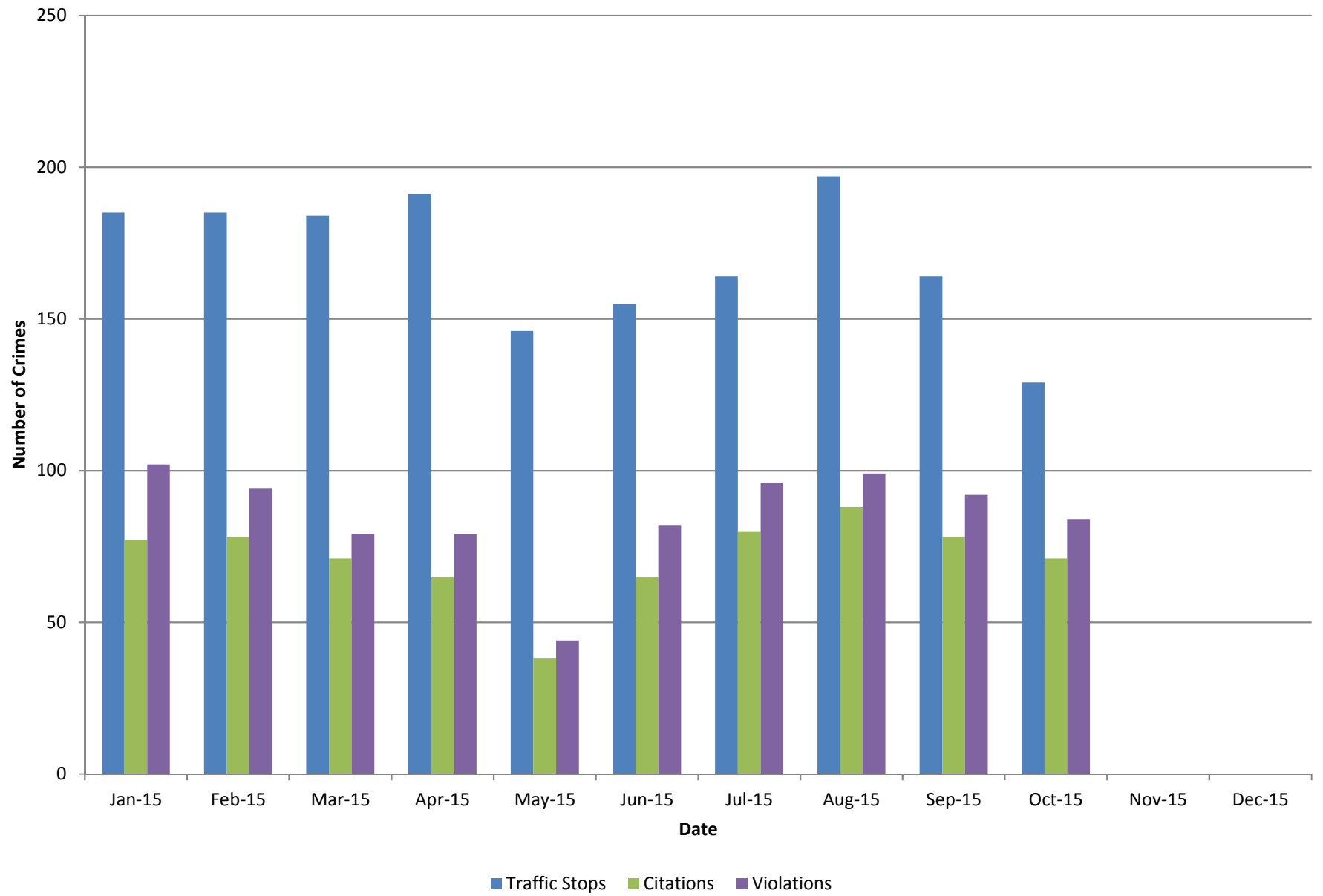
Police Department Calls for Service



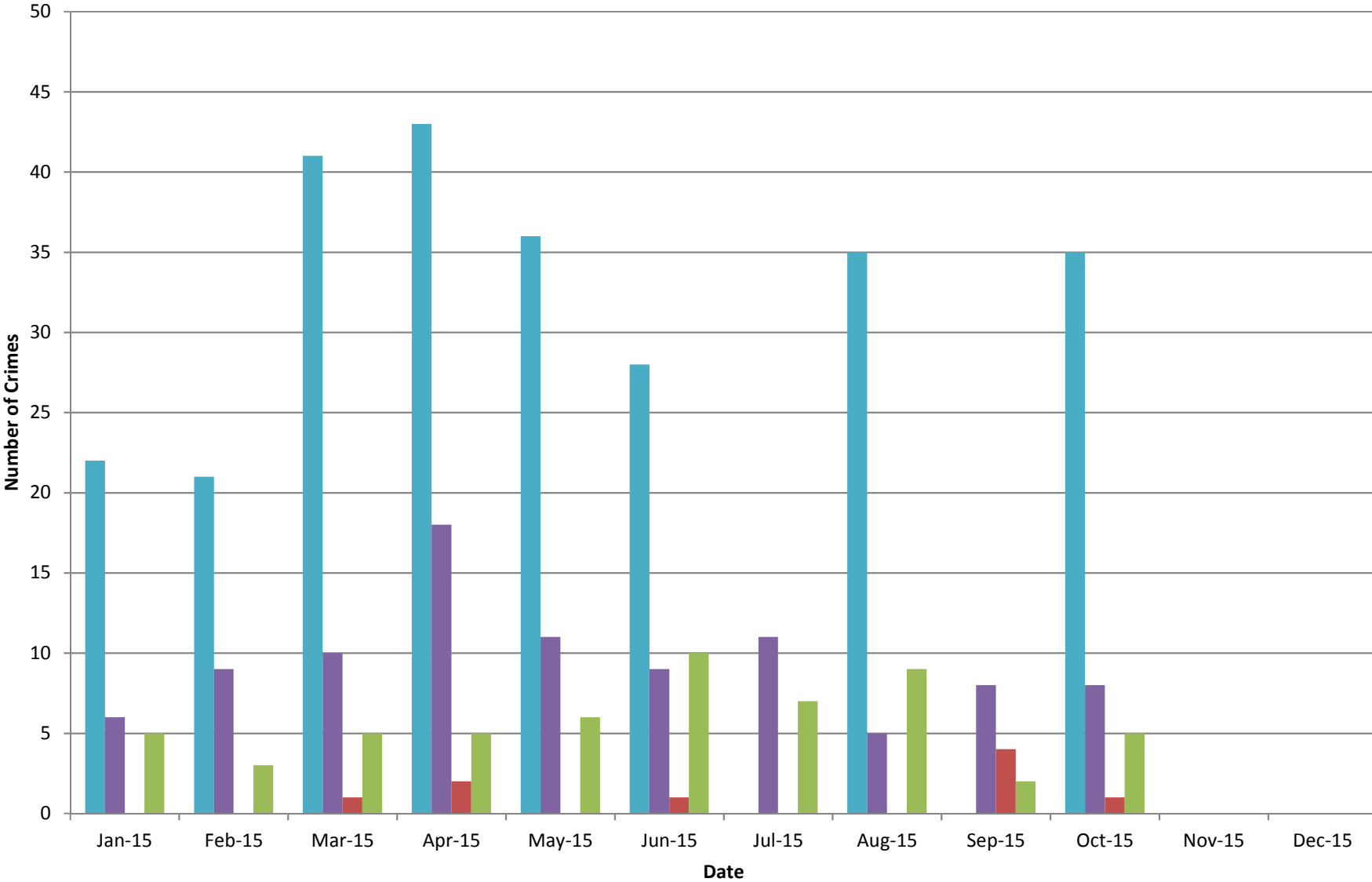
Uniform Crime Reporting



Traffic Enforcement



Police Activity



Agency Assist Alarms Major Accidents Minor Accidents



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
04/15/2015										
10/01/2015	Crossroad Terrace	Sleeping Space	X	X			X		10/01/2015	4 Over crowded Apartments
10/02/2015	105 N. Johnson	Mattress, Tire	X	X	X		X		10/21/2015	NOV 10/12/2015
10/02/2015	206 Woodard	Brush, Debris	X	X			X		10/02/2015	Recheck
10/02/2015	309 Prospect	Grass	X		X		X		10/16/2015	Send Letter
10/02/2015	303 Prospect	Brush	X	X	X		X			NOV 10/16/2015
10/02/2015	Murphy-Houston	Grass	X		X		X		10/02/2015	Recheck
10/02/2016	206 Herron	Grass	X	X	X		X		10/02/2015	Recheck
10/02/2015	Harless-380	Grass	X		X		X			Send Final Notice
10/02/2015	Shell Station	Grass	X	X			X		10/12/2015	Spoke w/Owner
10/02/2015	307 Audie Murphy	Numerous	X	X	X		X			NOV 10/2/2015
10/02/2015	505 S. Rike	Grass	X	X			X		10/12/2015	Left Card
10/02/2015	216 Santa Fe	Grass	X		X		X		10/16/2015	Send Letter
10/02/2015	City Lot-Orange	Brush	X	X			X		10/02/2015	Recheck
10/02/2015	315 N. Main	Grass	X		X		X		10/02/2015	Recheck
10/02/2015	107 N. Hamilton	Brush	X	X	X		X		10/02/2015	Recheck
10/02/2015	400 S. Johnson	Grass	X	X			X		10/02/2015	Recheck
10/02/2015	402 S. Johnson	Grass B/Y	X	X	X		X		10/02/2015	Recheck
10/02/2015	214 Neathery	Grass	X	X	X		X		10/02/2015	Recheck
10/02/2015	207 Neathery	Grass	X	X			X		10/02/2015	Recheck
10/02/2015	206 Neathery	Grass, Furniture	X	X	X		X		10/22/2015	Send Final Notice
10/02/2015	210 Neathery	Grass	X	X	X		X		10/05/2015	NOV 10/2/2015
10/02/2015	106 Santa Fe	Grass	X	X			X		10/02/2015	Recheck
10/02/2015	310 S. Washington	Car S/Y	X		X		X		10/02/2015	Recheck
10/02/2015	551 W. Audie Murphy	Grass	X		X		X		10/02/2015	Recheck
10/02/2015	313 S. Johnson	Grass	X		X		X		10/14/2015	Extended 10/2/2015
10/02/2015	107 N. Hamilton	Grass, Weedeat Fence	X	X	X		X			Letter to Owner
10/02/2015	603 Maple	Grass, Debris	X		X		X		10/02/2015	Recheck
10/02/2015	607 Maple	Brush S/Y	X		X		X		10/02/2015	Recheck
10/02/2015	214 N. Hamilton (Lot)	Grass	X		X		X		10/02/2015	Recheck
10/02/2015	315 N. Hamilton	Grass	X	X			X		10/02/2015	Recheck
10/02/2015	410 N. Hamilton	Grass	X		X		X		10/2/20154	Recheck
10/02/2015	211 Haughton	Grass	X	X			X		10/12/2015	Spoke w/Owner
10/02/2015	209 Lincoln	Grass	X		X		X		10/02/2015	Recheck
10/02/2015	Gooch-Lincoln	Grass	X		X		X		10/2/20154	Recheck
10/02/2015	200 S. Main	Grass	X		X		X		10/29/2015	Final Notice Sent 10/5/2015

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
04/15/2015										
10/02/2015	405 McKinney	Grass B/Y	X		X		X			Final Notice Sent 10/5/2015
10/05/2015	AT&T Bldg	Grass	X		X		X		10/05/2015	Recheck
10/05/2015	308 Sherry	Grass B/Y	X		X		X		10/19/2015	Letter Sent 10/7/2015
10/05/2015	306 Sherry	Living in Trailer	X		X		X		10/19/2015	Letter Sent 10/7/2015
10/05/2015	306 Sherry	Trailer w/Matterresses	X		X		X		10/19/2015	Letter Sent 10/7/2015
10/05/2015	307 McKinney	Brush Behind House	X		X		X		10/19/2015	Letter Sent 10/7/2015
10/05/2015	113 Buckskin	Post Letter	X	X			X		10/05/2015	116 Woodard
10/05/2015	308 College	Grass	X	X	X		X		10/19/2015	NOV 10/16/2015
10/05/2015	301 College	Grass B/Y	X	X			X		10/05/2015	Recheck
10/05/2015	310 S. Washington	Brush B/Y	X		X		X		10/05/2015	Recheck
10/05/2015	210 Neathery	Grass	X	X	X		X		10/05/2015	Recheck
10/05/2015	Horner-McKinney	Grass	X		X		X		10/05/2015	Recheck
10/05/2015	115 Beech	Grass	X		X		X		10/05/2015	Recheck
10/07/2015	311 N. Main	A/Cs in Driveway	X		X		X		10/07/2015	Recheck
10/07/2015	108 Pendleton	Grass	X		X		X		10/07/2015	Recheck
10/07/2015	315 N. Washington	Grass	X		X		X		10/07/2015	Recheck
10/07/2015	408 Sherry	Grass	X		X		X		10/07/2015	Recheck
10/07/2015	108 Houston	Grass F/Y	X		X		X		10/07/2015	Recheck
10/07/2015	208 Murchison	Grass B/Y	X		X		X		10/07/2015	Recheck
10/07/2015	700 SH 78	Pole sign	X	X	X		X		11/02/2015	Notice Sent 10/8/2015
10/07/2015	201 Summit	RV S/Y	X		X		X		11/02/2015	Send Final Notice
10/09/2015	877 Audie Murphy	Banner Signs	X	X			X		10/09/2015	Sent to City Hall
10/09/2015	602 S. Main	Truck, Debris B/Y	X		X		X			Letter Sent 10/13/2015
10/09/2015	415 S. Rike	Grass	X		X		X		10/09/2015	Recheck
10/09/2015	J.C. Autos	Banner Signs	X	X			X		10/12/2015	Sent to City Hall
10/09/2015	Sugar Hill-Gift Shop	Banner Signs	X	X			X		10/15/2015	Spoke w/Owner
10/12/2015	893 SH 78	Signs	X		X		X		10/29/2015	Letter Sent 10/13/2015
10/12/2015	705 SH 78	Signs	X	X			X			Spoke w/Owner
10/12/2015	701 SH 78	Grass	X		X		X		10/12/2015	Recheck
10/12/2015	380-DQ Sign	Sign	X	X			X			Sent to City-Permit
10/12/2015	Sugar Hill-Gun Shop	sign	X	X			X		10/14/2015	Spoke w/Owner
10/12/2015	313 S. Johnson	Grass	X		X		X		10/12/2015	Recheck
10/12/2015	Wilson-Haughton	Grass	X		X		X		10/26/2015	Letter Sent 10/13/2014
10/12/2015	426 N Washington	Grass	X		X		X			Send Final Notice
10/12/2015	418 N Washington	Fridge B/Y	X	X			X		10/12/2015	Recheck

**Farmersville Police Department
Code Enforcement**

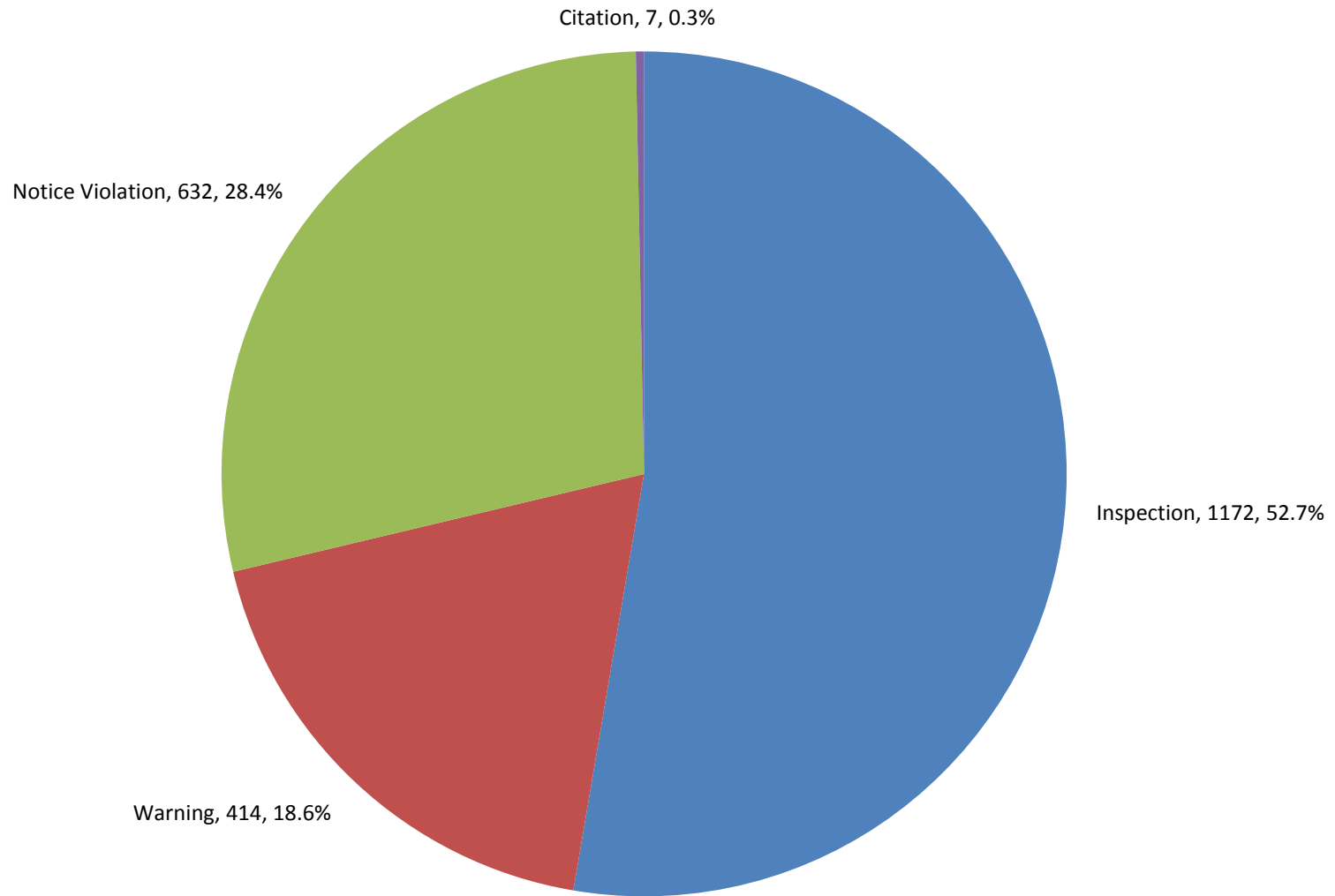
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
04/15/2015										
10/12/2015	503 Houston	Grass	X	X	X		X			Given to City to Cut
10/12/2015	Hayward SH 78 Vacant Lot	Weedeat Fence Line	X		X		X		10/12/2015	Recheck
10/12/2015	Celebration Station	Brush Parking Lot	X		X		X		10/12/2015	Recheck
10/12/2015	504 Orange	Grass, Debris Furnit	X	X	X		X			NOV 10/12/2015
10/12/2015	307 Orange	Cars S/Y	X	X	X		X		10/12/2015	Recheck
10/12/2015	1017 S. Main	Brush	X	X	X		X			Citation (take Pics)
10/12/2015	Donaldson-Orange	Grass	X		X		X		10/26/2015	Letter Sent 10/13/2015
10/12/2015	202 Abbey	Car F/Y	X	X	X		X		10/19/2015	Given Until 10/19/2015
10/12/2015	208 Abbey	Vehicles on Lot	X	X	X		X		10/13/2015	Given Until 10/19/2014
10/12/2015	307 Audie Murphy	Numerous	X		X		X			Citation (Take pics)
10/13/2015	119 N. Main	Car F/Y	X	X			X		10/16/2015	Left Card
10/13/2015	209 Abbey	Stickered 2 Vehicles	X	X			X		10/16/2015	Recheck
10/13/2015	Douglas-380	Grass	X		X		X		10/13/2015	Recheck
10/13/2015	1215 Willow Ln	Grass	X		X		X		10/13/2015	Recheckj
10/14/2015	Momdy-Murchison	Grass	X		X		X		10/14/2015	Recheck
10/14/2015	503 Houston	Grass	X	X	X		X		10/14/2015	Take Pictures
10/16/2015	209 Abbey	Cars F/y, S/Y	X	X			X		10/26/2015	Spoke w/Owner
10/16/2015	315 Maple	Truck S/Y	X	X	X		X		10/16/2015	Recheck
10/16/2015	1017 S. Main	Brush	X				X		10/16/2015	Take Pictures
10/16/2015	1017 Orange	Brush	X		X		X			Letter Sent 10/23/2015
10/16/2015	816 Orange	Grass	X		X		X			Letter Sent 10/23/2015
10/16/2015	307 Audie Murphy	Grass, Sign	X		X		X		10/16/2015	Take Pictures
10/16/2015	313 E. Audie Murphy	Grass	X		X		X			Letter Sent 10/23/2015
10/16/2015	308 Austin	Grass B/Y, S/Y	X	X			X			Spoke w/Owner
10/16/2015	407 N. Hamilton	Grass	X		X		X		10/16/2015	Recheck
10/16/2015	308 Haughton	Brush S/y	X		X		X		11/02/2015	Send Final Notice
10/19/2015	315 Rolling Hills	Grass	X		X		X			Letter Sent 10/23/2015
10/19/2015	314 Rolling Hills	Appliance	X		X		X			Letter Sent 10/23/2015
10/19/2015	513 Pendleton	Couch	X	X	X		X		10/19/2015	Recheck
10/19/2015	513 Pendleton	Need to Weedeat	X		X		X		10/26/2015	NOV 10/19/2015
10/19/2015	318 N. Hamilton	Grass	X		X		X		10/29/2015	NOV 10/19/2015
10/19/2015	202 Abbey	Numerous	X		X		X			Letter Sent 10/23/2015
10/19/2015	801 S. Main	Truck S/Y	X	X	X		X			NOV 10/29/2015
10/19/2015	Stevenson-380	Brush	X		X		X			Letter Sent 10/23/2015
10/21/2015	424N. Main	Grass	X		X		X		10/29/2015	NOV 10/21/2015

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
04/15/2015										
10/21/2015	414 N. Main	Need to Weedeat	X	X			X			Church Group Called
10/21/2014	119 N. Main	Car F/Y	X		X		X		10/29/2015	NOV 10/21/2015
10/21/2015	Blevin's Gallery	Banner Signs	X	X			X		10/29/2015	No Permit-Sent to City
10/21/2015	Red Door Antiques	Banner Signs	X	X			X		10/29/2015	No Permit-Sent to City
10/21/2015	Main St Antiques	Banner Signs	X	X			X		10/29/2015	No Permit-Sent to City
10/21/2015	208 McKinney	Banner Signs	X	X			X			No Permiut-Sent to City
10/21/2015	BoBa Wok Hwy 78	Streamers	X	X			X		10/21/2015	Removed
10/21/2015	Katz Supercuts Hwy 78	Streamers	X	X			X		10/21/2015	Removed
10/21/2015	Beltran Café Hwy 78	Banner Signs	X	X			X		10/29/2015	No Permit-Sent to City
10/21/2015	Murchison	Pulled Signs of Poles	X				X		10/21/2015	
10/21/2015	893 SH 78	Show Improper Signs	X	X			X		10/21/2015	
10/21/2015	699 SH 78	Banner Signs	X	X	X		X			NOV 10/229/2015
10/21/2015	213 Farr Hill	Appliances on Trailer	X		X		X		11/02/2015	Letter Sent 10/23/2015
10/21/2015	Mason Lodge	Banner Signs	X				X		10/21/2015	Had Permit
10/21/2015	PR 100	Pole Sign	X		X		X			Letter Sent 10/23/2015
10/21/2015	210 N. Rike	Brush	X		X		X		11/02/2015	Letter Sent 10/23/2015
10/21/2015	318 Woodard	Grass	X		X		X		11/02/2015	Letter Sent 10/23/2015
10/26/2015	206 Central	Permit Check	X				X		10/26/2015	
10/26/2015	200 S. Main	Grass	X		X		X		10/26/2015	Recheck
10/29/2015	78 Quick Lube	Banner Signs	X	X			X			No Permit-Sent to City Hall
10/29/2015	Farmersville Resale Shop	Banner Signs	X	X			X			No Permit-Sent to City Hall
10/29/2015	AllState Hwy 78	Signs	X	X			X		10/29/2015	Explained City Ordinanace
10/30/2014	506 Floyd	Auction-No Permit	X	X			X		11/02/2015	Auction Cancelled

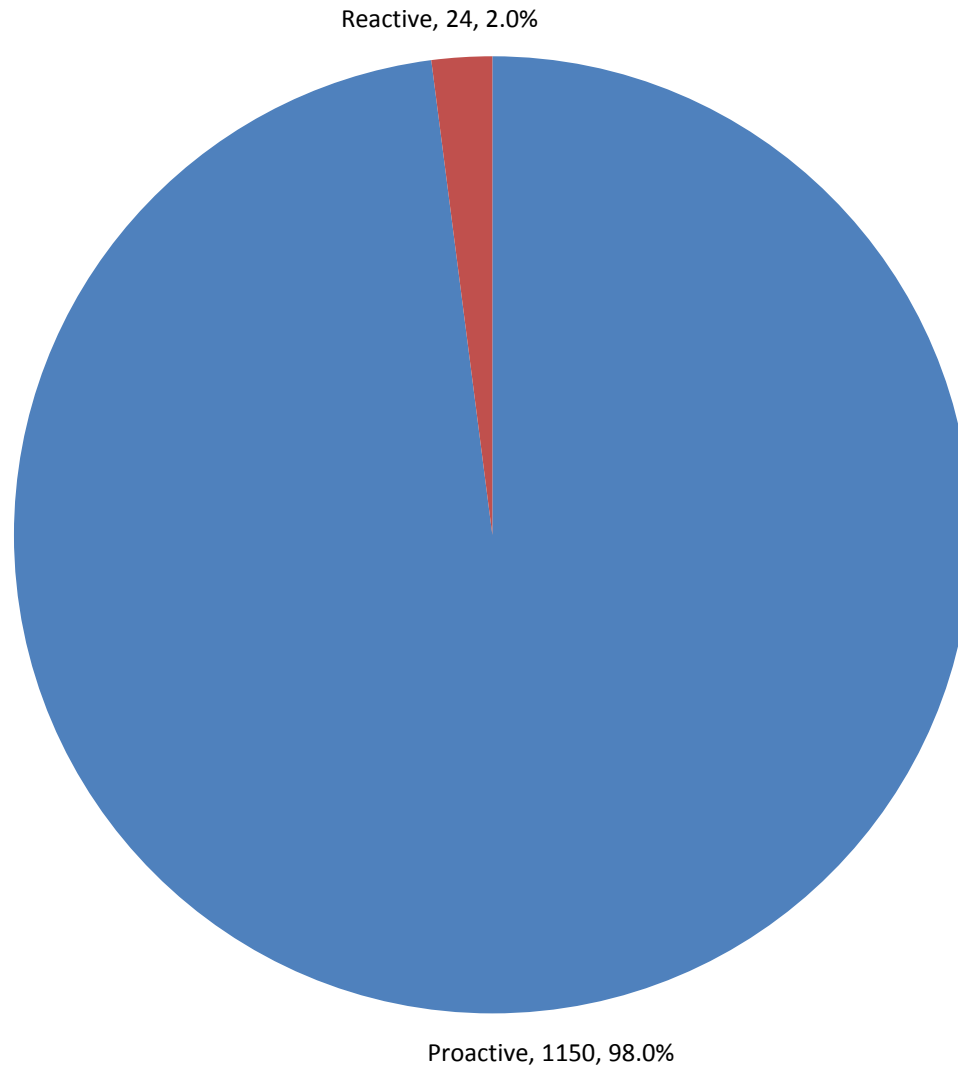
Code Enforcement Activity Results

City of Farmersville Police Department

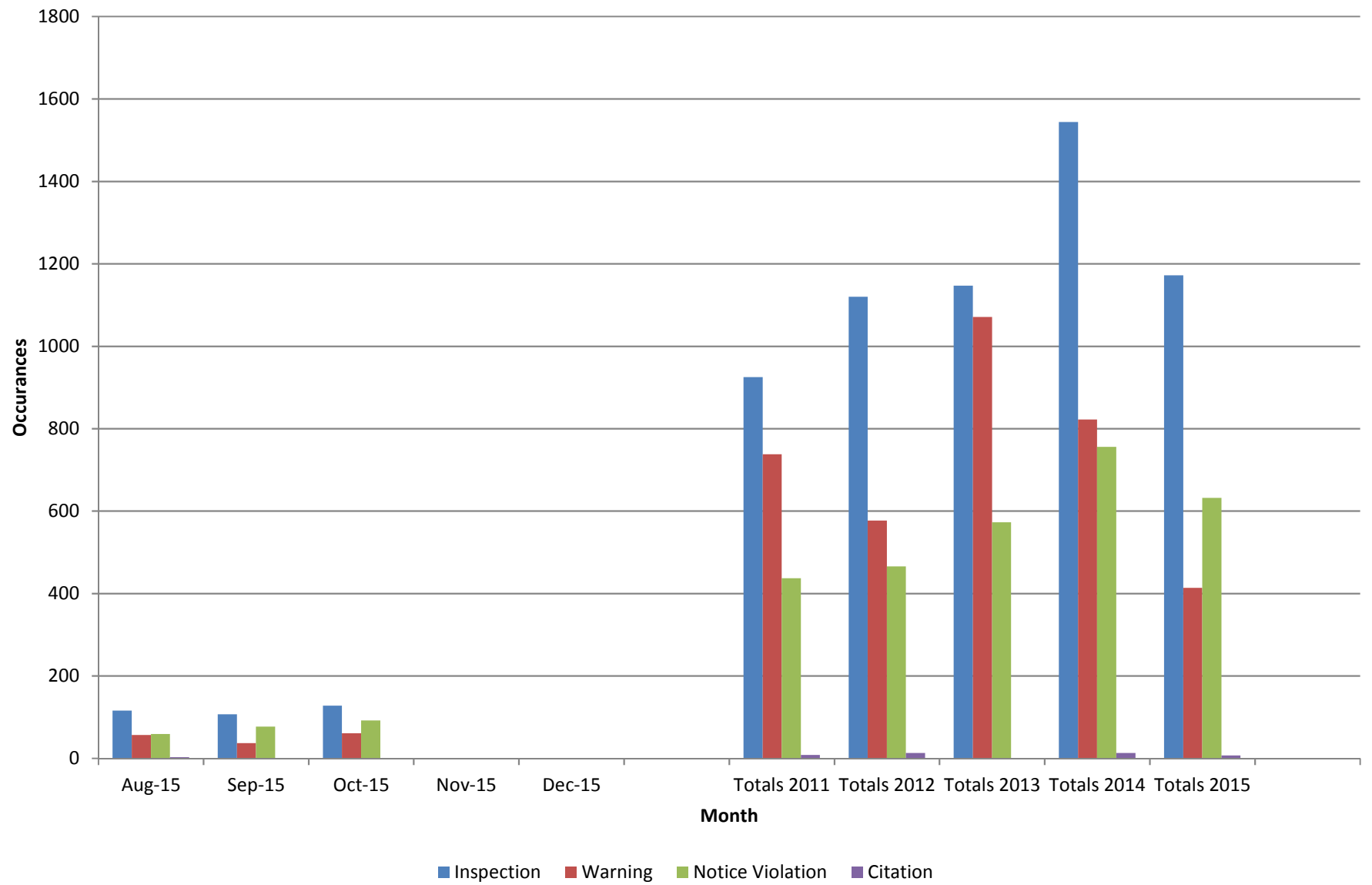


Code Enforcement Activity Results

City of Farmersville Police Department



Code Enforcement Activity Results City of Farmersville Police Department



FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

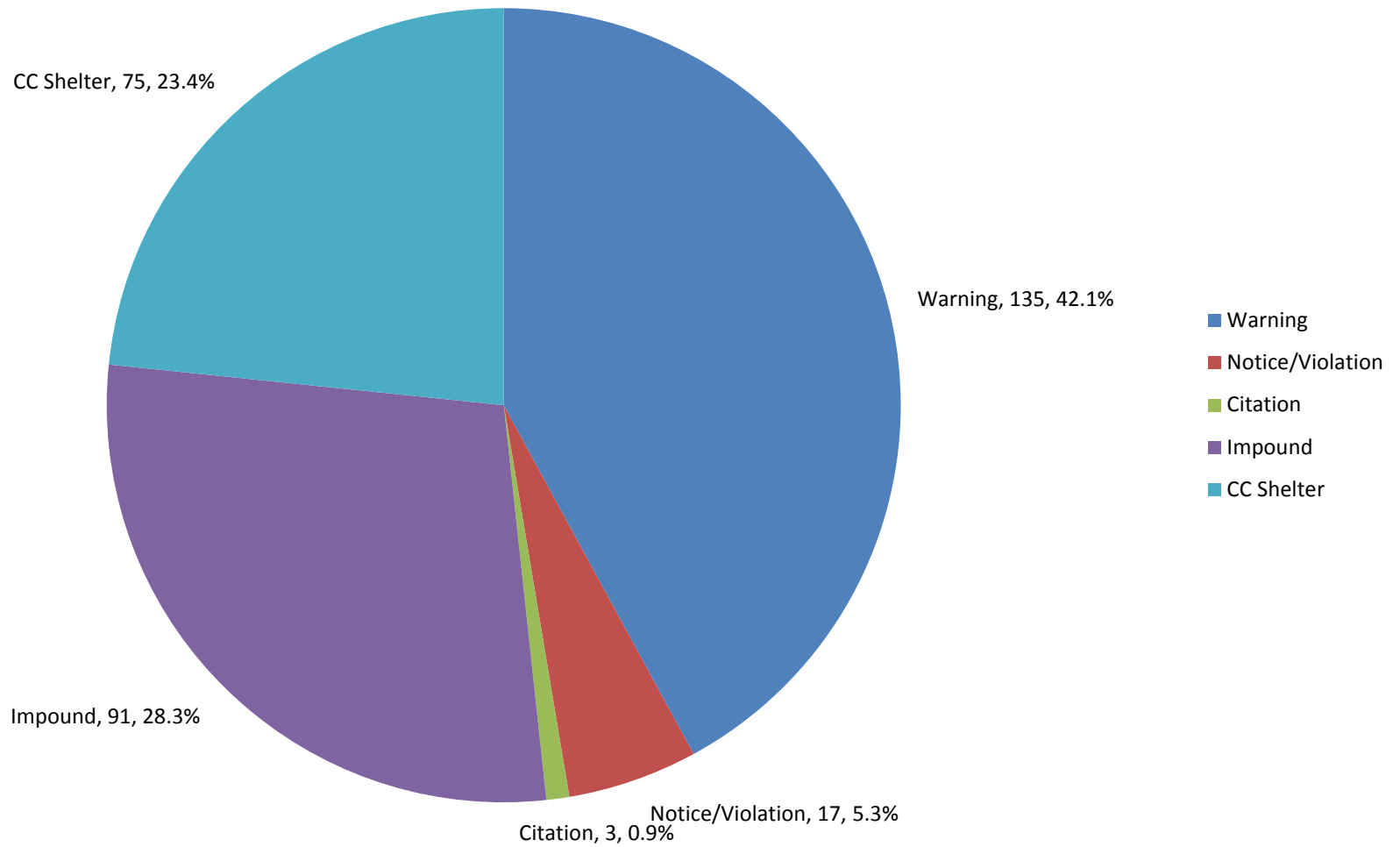
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
10/01/2015	Loose Dog	N. Washington	Returned to Owner	X					
10/01/2015	Pony	N. Hamilton	Unable to Locate						
10/01/2015	Pick Up Dogs	Pound	CCAS (2)					X	
10/01/2015	Dog Complaint	1003 Maple	Owner's Dogs Fought						
10/01/2015	Loose Dog	Hamilton	Pound				X		
10/02/2015	Pick Up Dog	Pound	CCAS					X	
10/02/2015	Loose Dog	N. Johnson	Spoke w/Owner	X					
10/5/20145	Animal Complaint	308 College	Letter Sent		X				
10/06/2015	Dog Bite	1111 Willow Lane	Dog will go to Rescue	X					
10/06/2015	Barking Dogs	Waterford	Unable to Locate						
10/10/2014	Loose Dog	Austin	Unable to Locate						
10/10/2015	Loose Dog	308 Austin	Wenrt into House						
10/12/2015	Loose Dogs	Jouette/Maple	Returned to Owner	X					
10/13/2014	Loose Dog	Johnson	Put in Fence						
10/13/2015	Stray Dog	Library	CCAS					X	
10/13/2015	105 Short	Dog Concern	Dogs Ok						
10/14/2015	Loose Dog	N. Washington	CCAS					X	
10/14/20145	Loose Dog	McKinney	Unable to Locate						
10/14/2015	Loose Dog	Hwy 380	Unable to locate						
10/15/2015	Stray Dog	S. Main	CCAS					X	
10/15/2015	loose Dog	Pendleton	Returned to Owner	X					
10/17/2015	Dog Bite	PR 100 #23	Spoke w/Owner						
10/19/2015	Dog Bite	PR 100 #23	Follow Up						Left Card
10/19/2015	Loose Dog	PR 100	Returned to Owner	X					
10/19/2015	Stray Cat	427 N. Hamilton	Pound				X		
10/19/2015	Return Cage	427 N. Hamikton	Drop Off Cage						
10/19/2015	Loose Dog	Central	Returned to Owner	X					
10/20/2015	Dog Bite	PR 100 #23	Follow up			X			No Rabies
10/20/2015	Improper Care	113 Buckskin	Spoke w/Owner	X					
10/20/2015	Cat in Tree	314 Windom	Retrieved Cat						
10/21/2015	Locate Dog	Willow Brook	Found Dog						
10/21/2015	Loose Dog	Murchison	Unable to Locate						
10/22/2015	Recheck Dog	313 Buckskin	Spoke w/Owner	X					
10/22/2015	Loose Dog	N. Hamilton	Spoke w/Owner	X					
10/22/2015	Check Dog	Willow Brook	Found Dog						
10/22/2015	Loose Dog	Red Oak	Spoke w/Owner	X					
10/22/2015	Check Quarantine	PR 100 #23	Dog Secure						
10/22/2015	Loose Dog	Murchison	Returned to owner	X					
10/23/2015	Loose Dog	N. Main	CCAS					X	

FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
10/26/2015	Set Trap	1433 Red Oak	Catch Doig						
10/26/2015	Ck Doig	PR 100 #23	Bite Dog						
10/26/2015	Loose Dog	PR 100	Returned to Ownef						
10/26/2015	Pick Up Dog	Pound	Returned to Owner			X			Loose Dogs
10/26/2015	Loose Dog	314 Austin	Returned to Ownerf	X					
10/26/2015	Loose Dogs	308 College	Returned to Owner	X					
10/26/2015	Loose Dog	N. Main	Returned to Owner	X					
10/26/2015	Loose Dog	N. Main	Returned to Owner	X					
10/27/2015	Loose Dog	PR 100	CCAS					X	
10/27/2015	Quarantine Ck	PR 100 #23	Ok						
10/27/2015	Check Trap	1433 Willow Brook	Empty						
10/27/2015	Loose Dogs	N. Main	Contained Dogs	X					Left Card
10/28/2015	Barking Dogs	506 Waterford	Spoke w/Owner	X					
10/29/2015	Pic Up Trap	1433 Red Oak	Keeping Dog						
10/29/2015	Loose Dogs	College	Returned to Owner	X					
10/29/2015	Dog Complaint	309 N. Rike	Improper Collar, Barking		X				
10/29/2015	Loose Dog	PR 100	Returned to Owner	X					
10/29/2015	Loose Dog	PR 100 #18	NOV		X				
10/29/2015	Surrender	307 Murchison	CCAS					X	
10/29/2015	Loose Dog	211 Joiuette	Put in Fence	X					
10/29/2015	Goats	108 Beech	Spoke w/Owner	X					
10/29/2015	Stray Kittens	N. Main	Pound				X		
10/30/2015	Pick Up Kittens	Pound	CCAS (4)					X	
10/31/2015	Loose Dog	Austin	Returned to Owner	X					

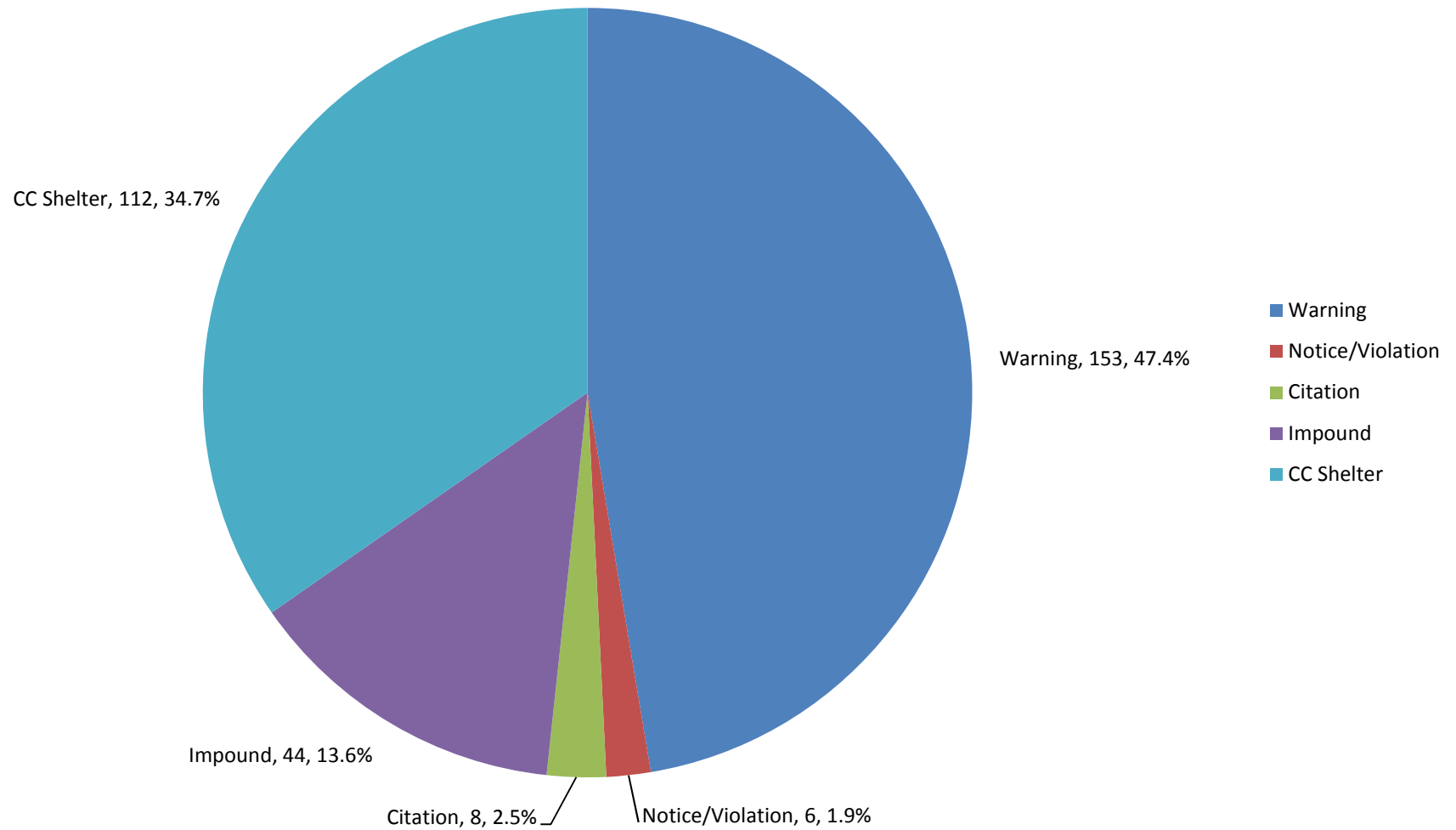
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



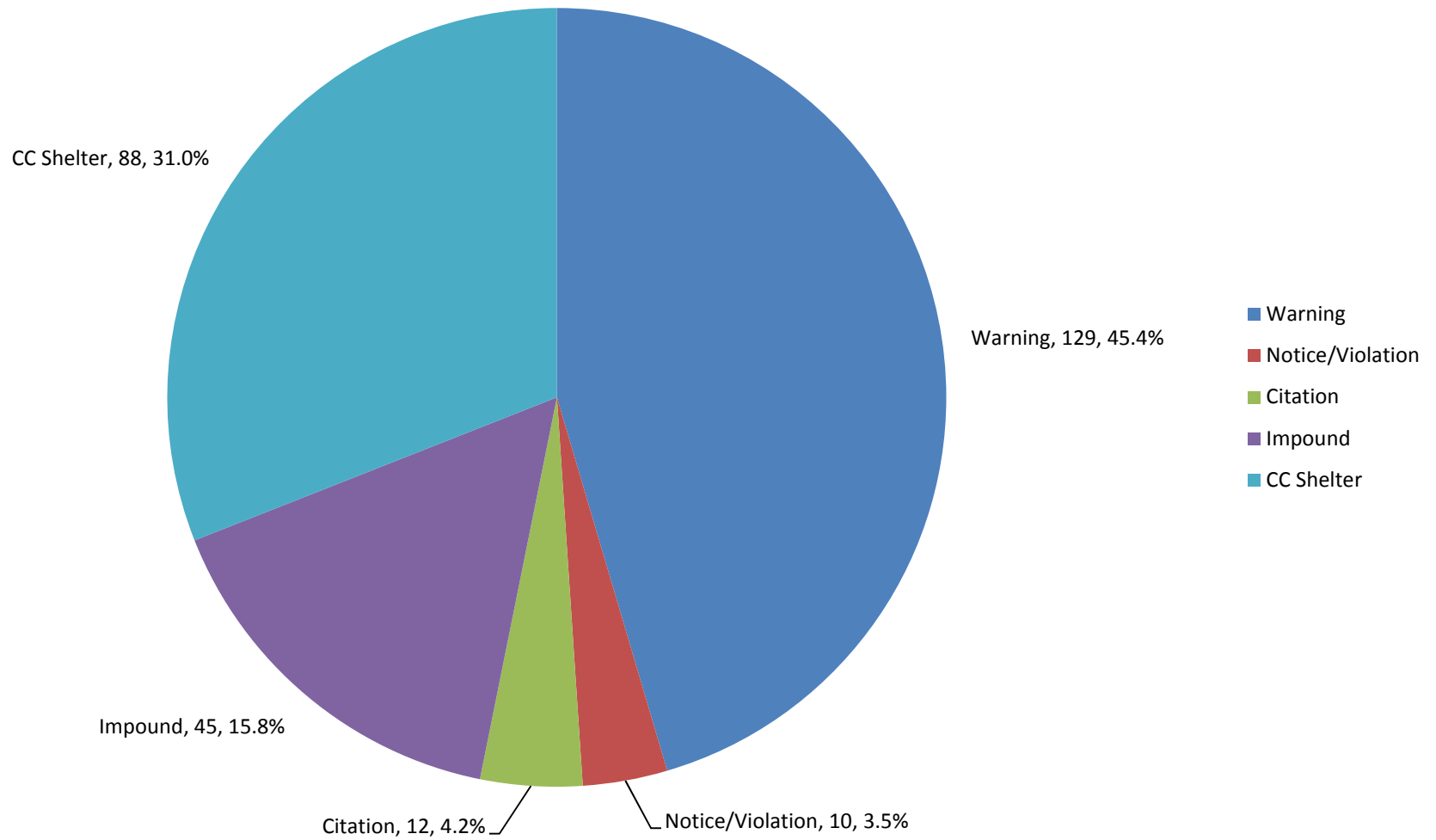
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2015





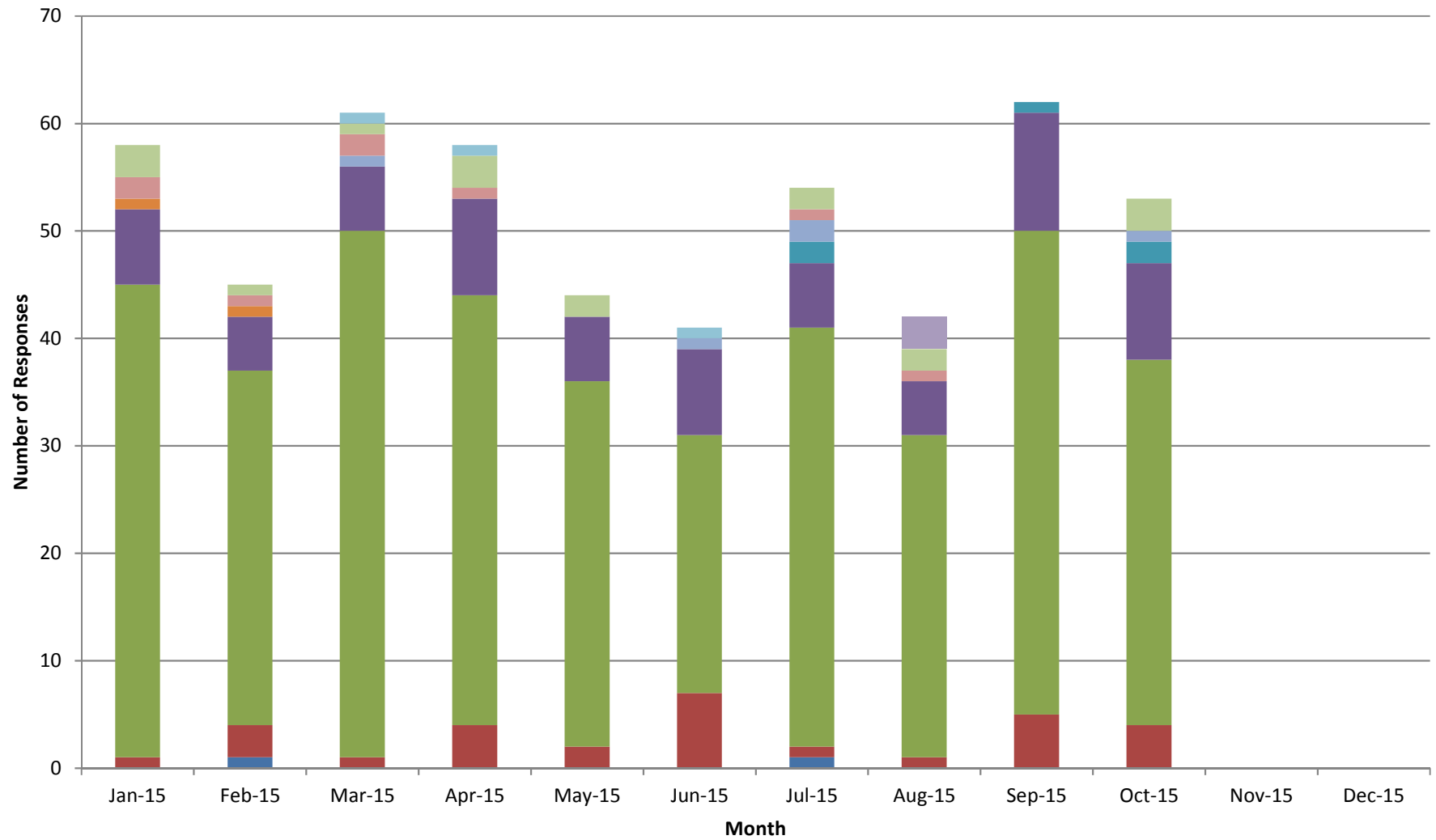
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT
MONTHLY CITY COUNCIL REPORT
OCTOBER, 2015

1. The department participated in Old Time Saturday Parade as well as patrolled area for any injuries/sick calls.
2. The department participated in the MDA Fill-a-Boot and raised \$800.00.
3. A fire prevention program was given at Tatum Elementary. Participants included the Farmersville Fire Department, Collin County Fire Marshal's office, and Texas Forestry Service.
4. The department participated in the Trick-it-up bicycle ride as well as Scare around the Shed.
5. National Night Out was held at the Onion Shed by Farmersville Fire and Police.
6. The department assisted in Trunk-or-Treat at First Baptist Church.

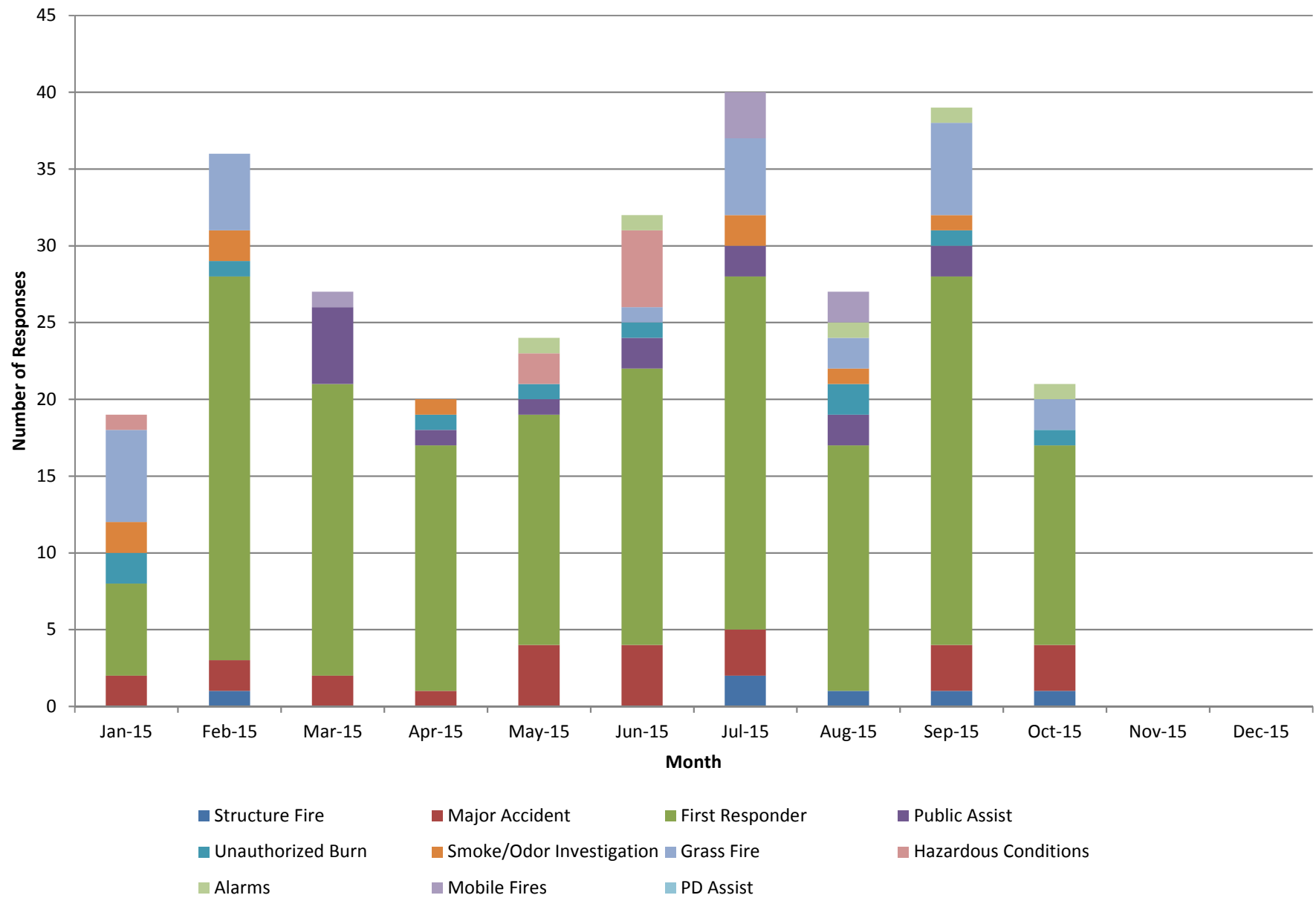
KIM R. MORRIS
Farmersville Fire Chief

Farmersville Fire Department City Responses

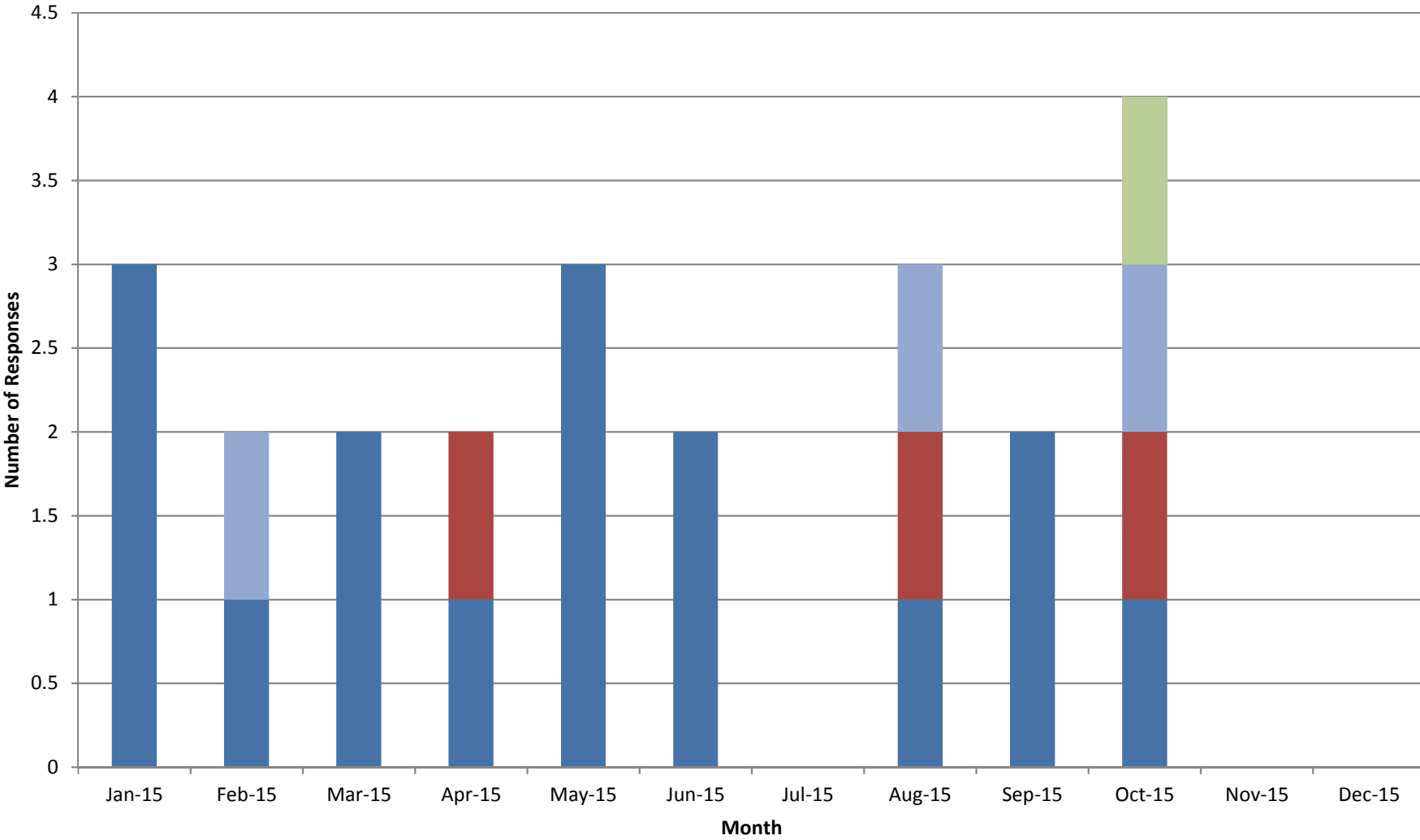


Structure Fire Major Accident First Responder Public Assist
Unauthorized Burn Smoke/Odor Investigation Grass Fire Hazardous Conditions
Alarms Mobile Fires PD Assist

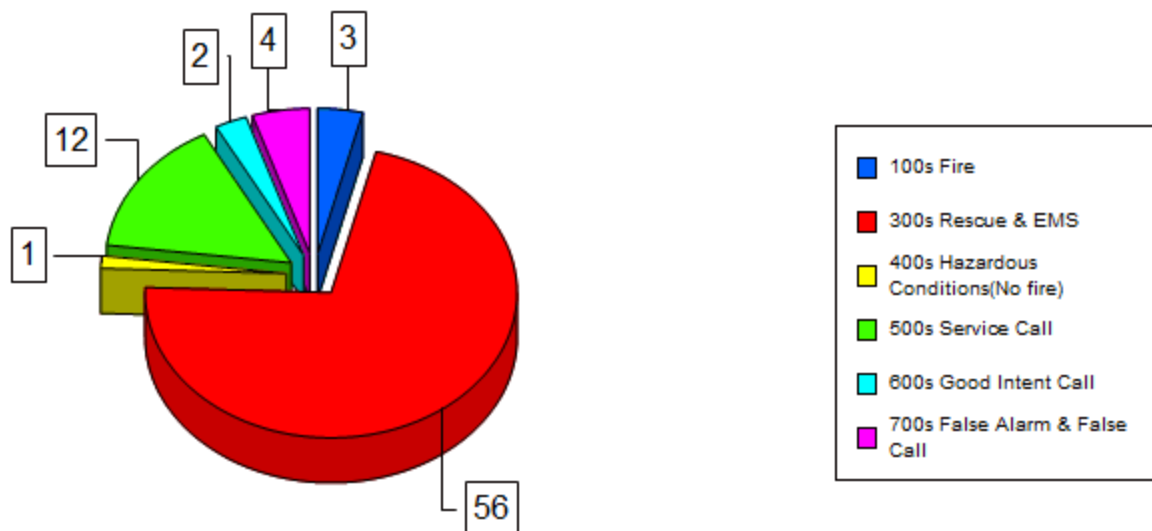
Farmersville Fire Department County Responses



Farmersville Fire Department Mutual Aid Responses



- Structure Fire
- Major Accident
- First Responder
- Public Assist
- Unauthorized Burn
- Smoke/Odor Investigation
- Grass Fire
- Hazardous Conditions
- Alarms
- Mobile Fires
- PD Assist



Graphed Items are sorted by Incident Type

Type Of Incident:

Total Of Incidents:

Percentage Value:

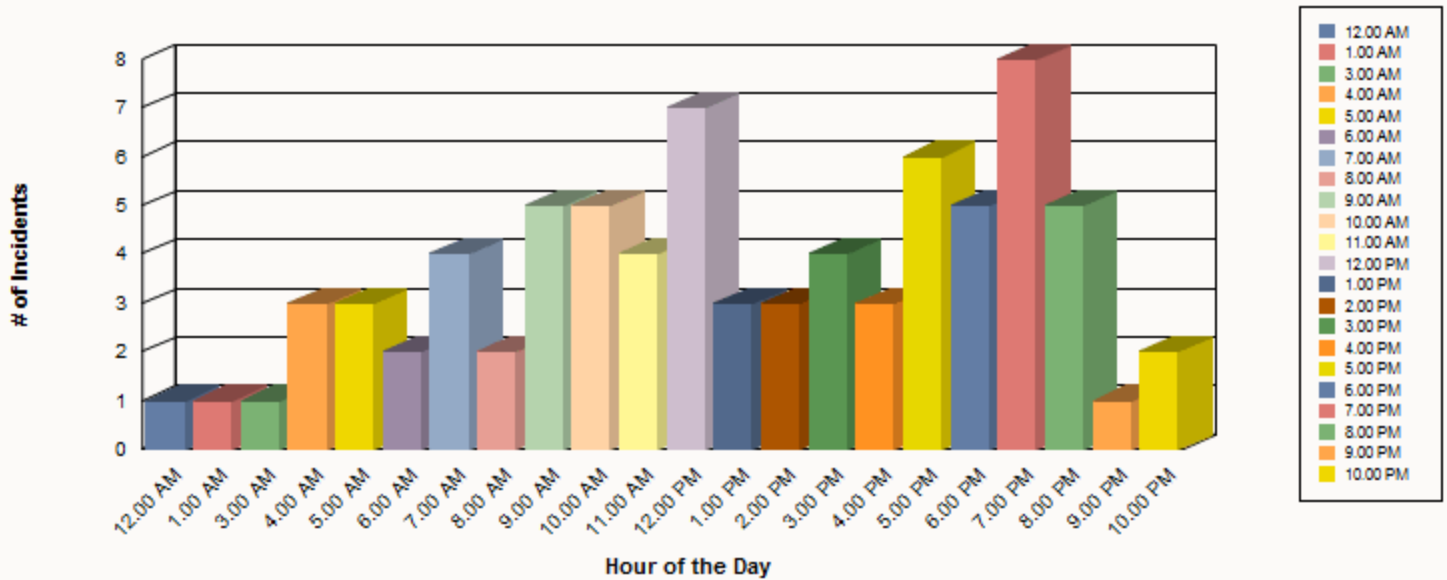
100 Series-Fire	3	3.85%
300 Series-Rescue & EMS	56	71.79%
400 Series-Hazardous Conditions(No fire)	1	1.28%
500 Series-Service Call	12	15.38%
600 Series-Good Intent Call	2	2.56%
700 Series-False Alarm & False Call	4	5.13%

Grand Total: 78

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

Print Date: 11/5/2015

Incident Totals by Hour



Hour of the Day: 12.00 AM

Total # of Incidents: **1.00** % of Total Incidents: **1.28%**

Hour of the Day: 1.00 AM

Total # of Incidents: **1.00** % of Total Incidents: **1.28%**

Hour of the Day: 3.00 AM

Total # of Incidents: **1.00** % of Total Incidents: **1.28%**

Hour of the Day: 4.00 AM

Total # of Incidents: **3.00** % of Total Incidents: **3.85%**

Hour of the Day: 5.00 AM

Total # of Incidents: **3.00** % of Total Incidents: **3.85%**

Hour of the Day: 6.00 AM

Total # of Incidents: **2.00** % of Total Incidents: **2.56%**

Hour of the Day: 7.00 AM

Total # of Incidents: **4.00** % of Total Incidents: **5.13%**

Hour of the Day: 8.00 AM

Total # of Incidents: **2.00** % of Total Incidents: **2.56%**

Hour of the Day: 9.00 AM

Total # of Incidents: **5.00** % of Total Incidents: **6.41%**

Hour of the Day: 10.00 AM

Total # of Incidents: **5.00** % of Total Incidents: **6.41%**

Hour of the Day: 11.00 AM

Total # of Incidents: **4.00** % of Total Incidents: **5.13%**

Hour of the Day: 12.00 PM

Total # of Incidents: **7.00** % of Total Incidents: **8.97%**

Hour of the Day: 1.00 PM

Total # of Incidents:	3.00	% of Total Incidents:	3.85%
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Hour of the Day: 2.00 PM

Total # of Incidents:	3.00	% of Total Incidents:	3.85%
-----------------------	-------------	-----------------------	--------------

Hour of the Day: 3.00 PM

Total # of Incidents:	4.00	% of Total Incidents:	5.13%
-----------------------	-------------	-----------------------	--------------

Hour of the Day: 4.00 PM

Total # of Incidents:	3.00	% of Total Incidents:	3.85%
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Hour of the Day: 5.00 PM

Total # of Incidents:	6.00	% of Total Incidents:	7.69%
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Hour of the Day: 6.00 PM

Total # of Incidents:	5.00	% of Total Incidents:	6.41%
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Hour of the Day: 7.00 PM

Total # of Incidents:	8.00	% of Total Incidents:	10.26%
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Hour of the Day: 8.00 PM

Total # of Incidents:	5.00	% of Total Incidents:	6.41%
-----------------------	-------------	-----------------------	--------------

Hour of the Day: 9.00 PM

Total # of Incidents:	1.00	% of Total Incidents:	1.28%
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Hour of the Day: 10.00 PM

Total # of Incidents:	2.00	% of Total Incidents:	2.56%
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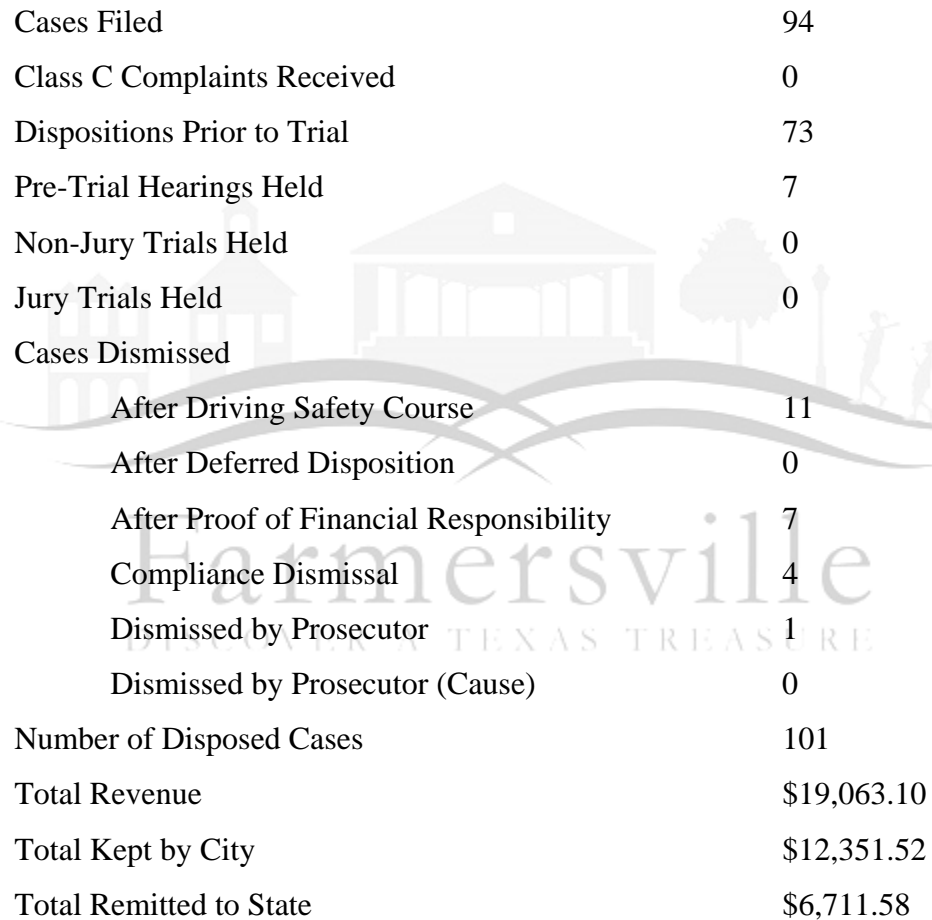
<u>Grand Total Incidents:</u>	<u>78.00</u>
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TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Municipal Court Report

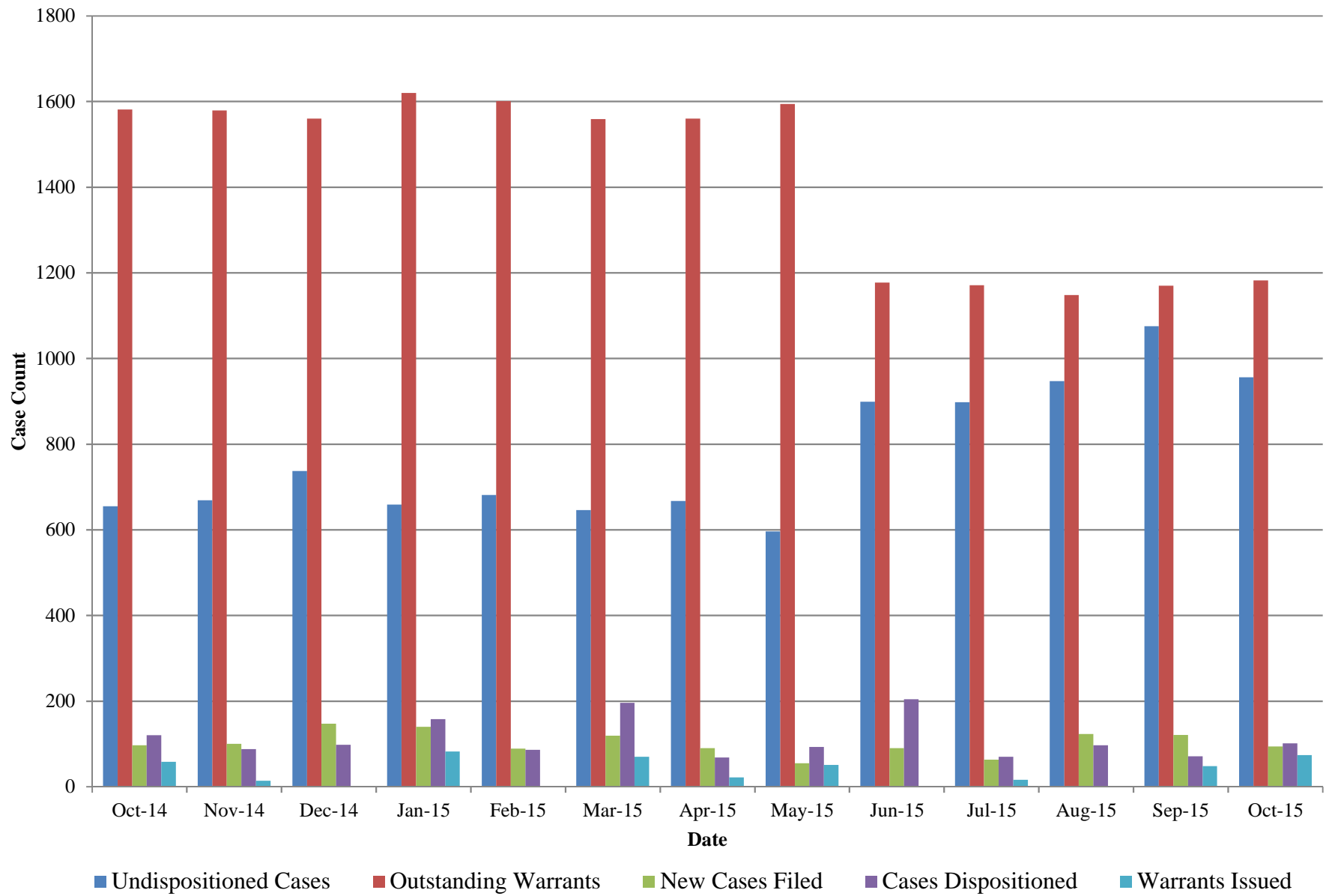
FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT OCTOBER 2015

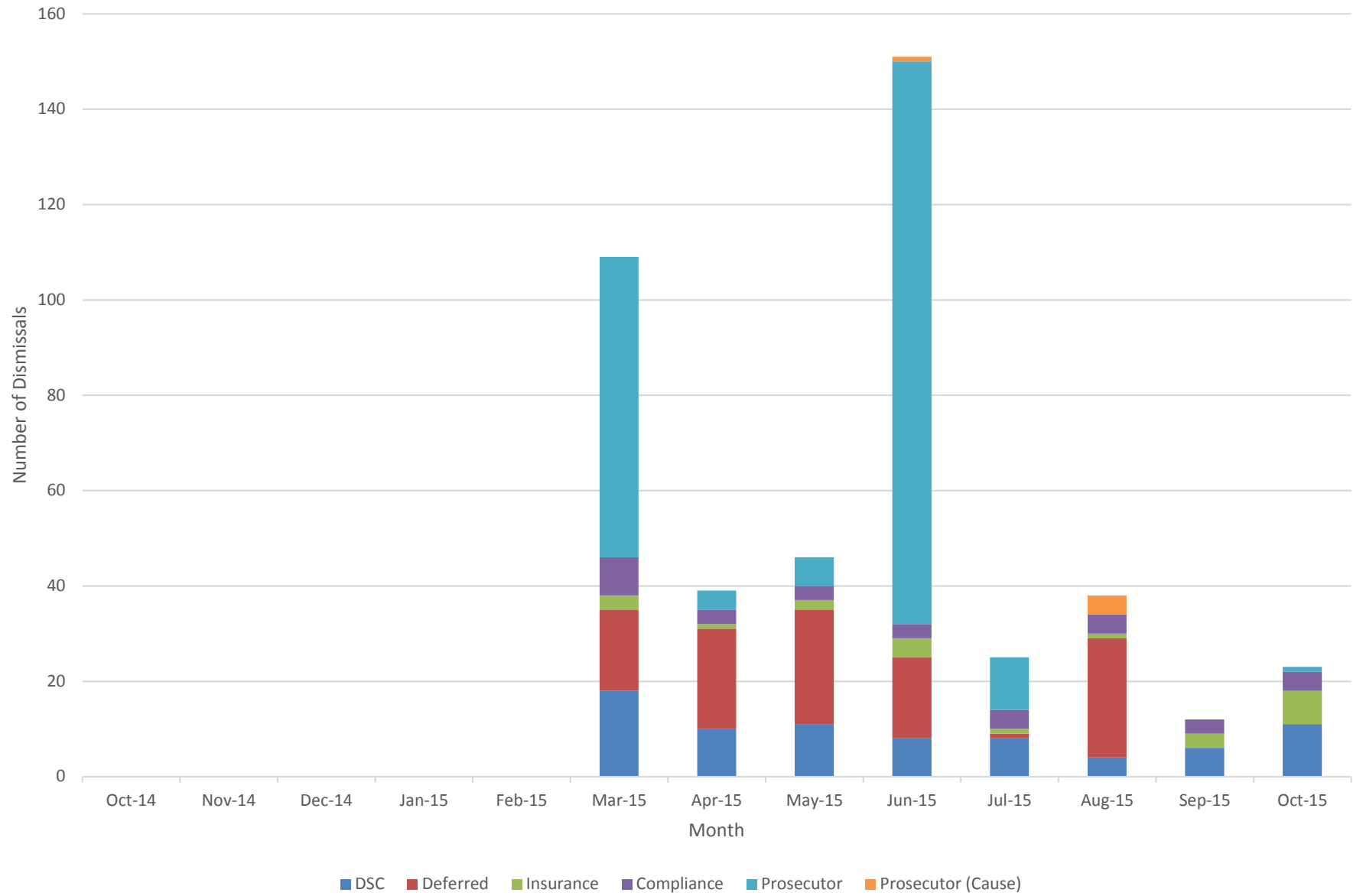


Cases Filed	94
Class C Complaints Received	0
Dispositions Prior to Trial	73
Pre-Trial Hearings Held	7
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	11
After Deferred Disposition	0
After Proof of Financial Responsibility	7
Compliance Dismissal	4
Dismissed by Prosecutor	1
Dismissed by Prosecutor (Cause)	0
Number of Disposed Cases	101
Total Revenue	\$19,063.10
Total Kept by City	\$12,351.52
Total Remitted to State	\$6,711.58

Municipal Court Case and Warrant Rate



Dismissals





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Warrant Officer Report

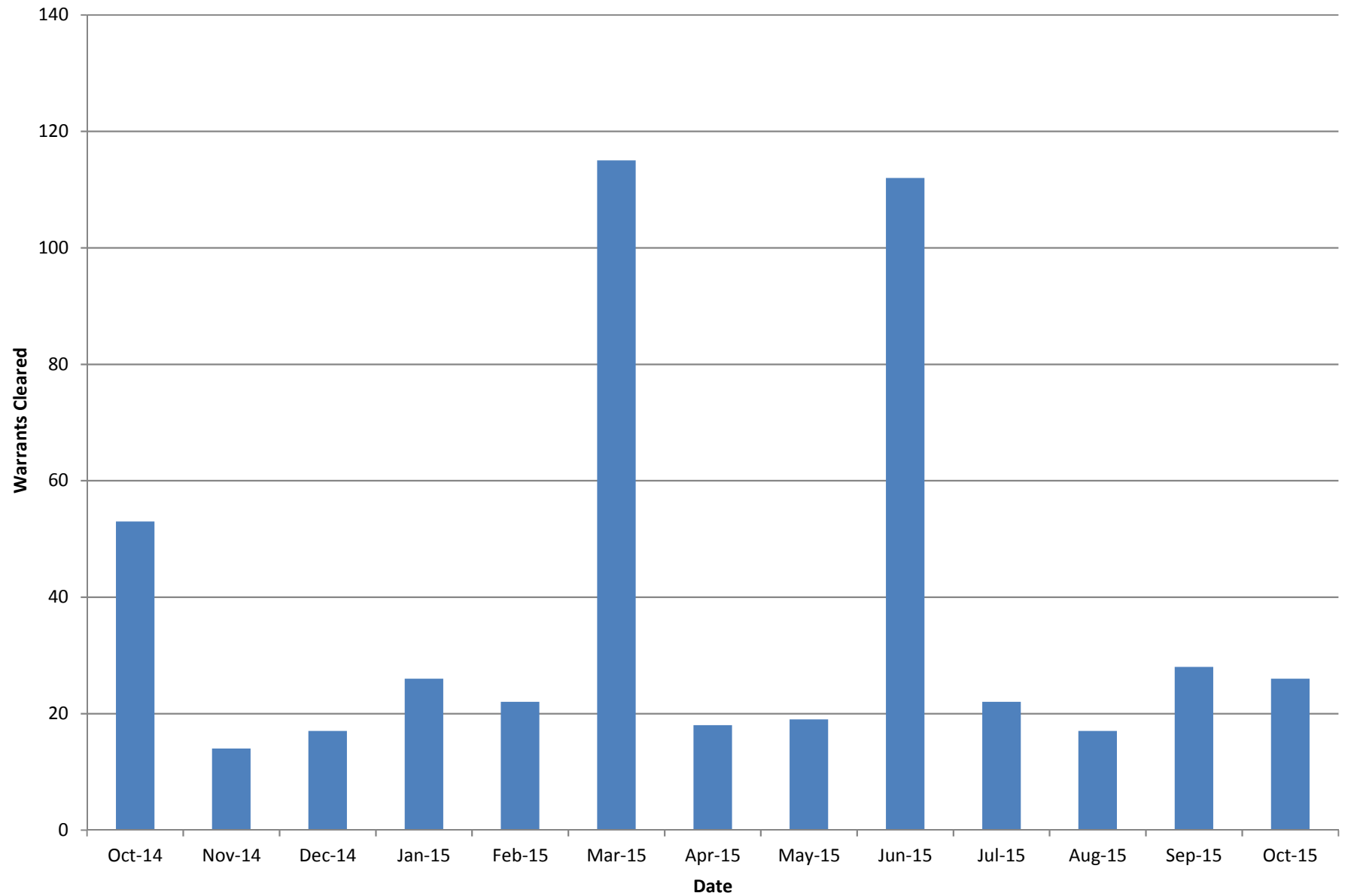


FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT

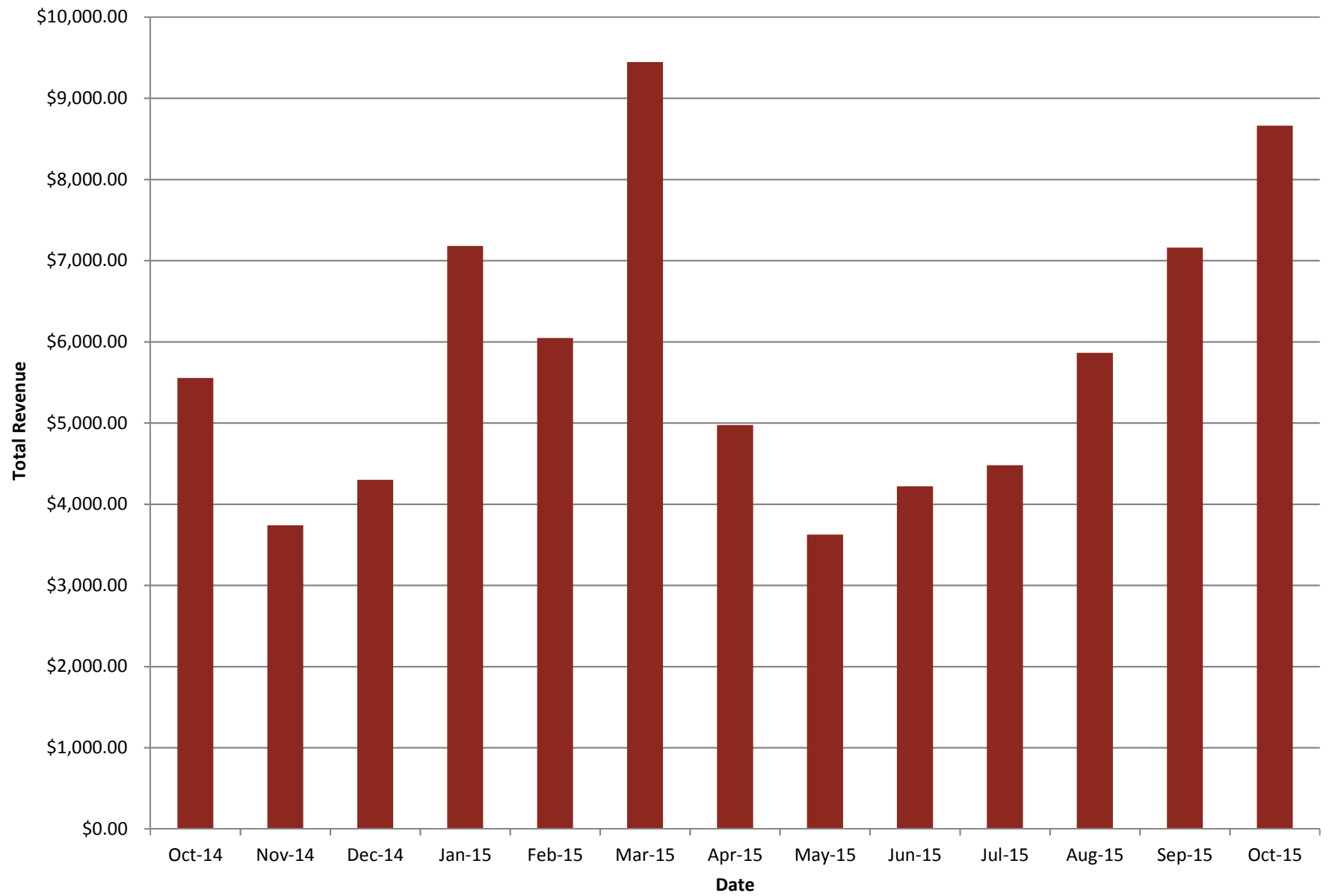
OCTOBER 2015

Total Outstanding Warrants	1182
Total Due from Outstanding Warrants	\$365,188.85
New Warrants Issued by Court	74
Total Warrants Cleared	26
Warrants Cleared by Arrest	5
Total on Payment Plan	202
Total Warrant Revenue	\$8,663.10
Total Time Served Credit	\$4,077.00
Total Cash Payments/Bonds Applied	\$4,586.10
Service Attempts (Including Served)	26
Process Served	26

Total Warrants Cleared



Total Warrant Revenue





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Service Order Group	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
Utility Billing	67	32	22	31	29	31	19	42	47	33	52	53	36
Street System	4	4	2	1	1	13	13	8	10	17	2	4	2
Water System	41	61	37	56	81	30	27	10	52	14	30	47	11
Waste Water System	4	4	2	8	5	5	6	2	1	6	1	1	2
Storm Water System	0	0	0	0	2	0	0	2	0	0	0	0	5
Property and Building	2	4	2	0	3	7	6	2	2	2	2	4	4
Electrical System	29	19	3	12	59	37	37	12	28	26	194	346	180
Refuse System	15	9	5	14	17	24	10	6	20	13	12	18	15
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	3	1	0	0	1	0	0	0	2	0	0	0	0
Miscellaneous	1	4	0	2	3	7	7	5	6	7	8	2	5
Total	166	138	73	124	201	154	125	89	168	118	301	475	260

Note:

1. Number of outstanding service orders, 20 days or older (backlog): 30
2. Number of elevated service orders: 2 completed, 0 outstanding

Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2014-2015: 0
2. Total lost days for 2014-2015: 0
 - a. Accidents in Month: None

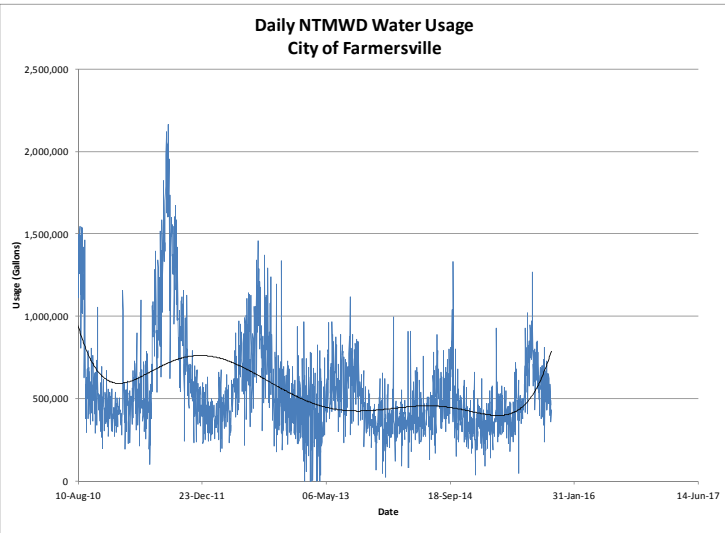
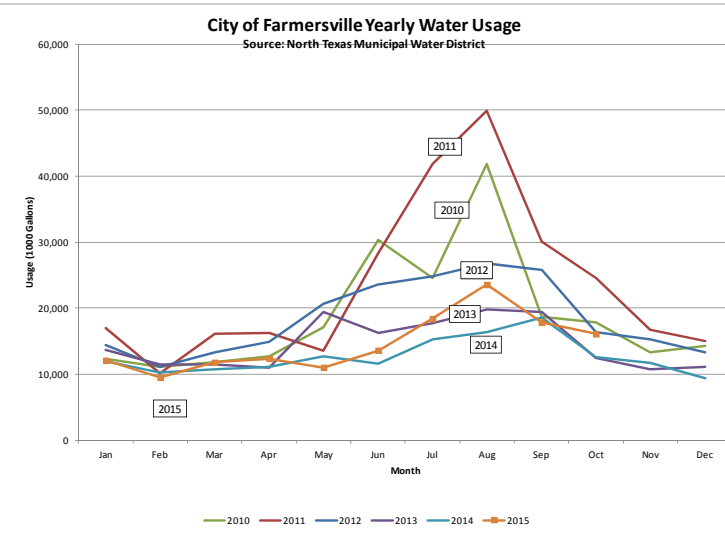
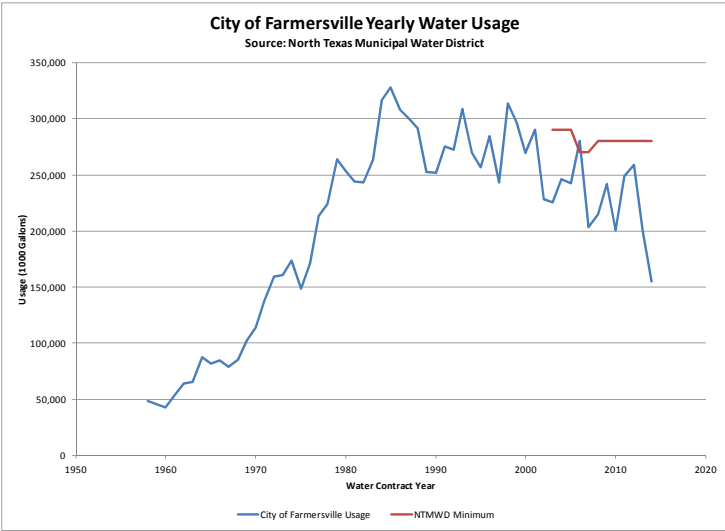
Street System

1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Farmersville Parkway Panel Replacement at Washington.
 - ii. Jackson Street
 - iii. Maple Street
 - iv. North Washington Street by intermediate school, drainage issues
 - v. Hale Street
 - vi. Gaddy Street, King Street to Windom Street
 - vii. Propect
 - viii. Old Josephine Highway
 - ix. Beene Street
 - b. Install remainder of school zone signs.
2. GO Bond related projects. See project status below.
3. New street signs going up along Audie Murphy Parkway.
4. Signal light progresses corner of Farmersville Parkway and SH 78. February installation. Installation of piers planned in January.
5. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Complete.
 - b. 2nd Railroad Bridge, Main Track: October 2015
 - c. 380 Roadway, East Bound: Complete.
 - i. East Bound Off-Ramp (Southwest Ramp), Complete
 - ii. East Bound On-Ramp (Southeast Ramp), Complete.
 - d. 380 Roadway, West Bound: Complete.
 - i. West Bound Off-Ramp (Northeast Ramp), Complete
 - ii. West Bound On-Ramp (Northwest Ramp), Complete
 - iii. Street interconnection, Floyd: Complete
 - iv. Street interconnection, Mimosa: Complete
 - v. Street interconnection, Rike: Complete
 - vi. Street interconnection, Hamilton: Complete
 - vii. Street interconnection, Beene: Complete
 - viii. Street interconnection, Raymond: Complete
 - ix. Street interconnection, Orange: Complete
 - e. Main Street Bridge Construction: Complete
 - i. Main Street Roadway: Complete
 - f. Hill Street Crossing: Complete.
 - g. Walnut Street Crossing: November 2015
 - h. Main/Summit Street Crossing:
 - i. Passing track: Complete

ii. Main track: November 2015

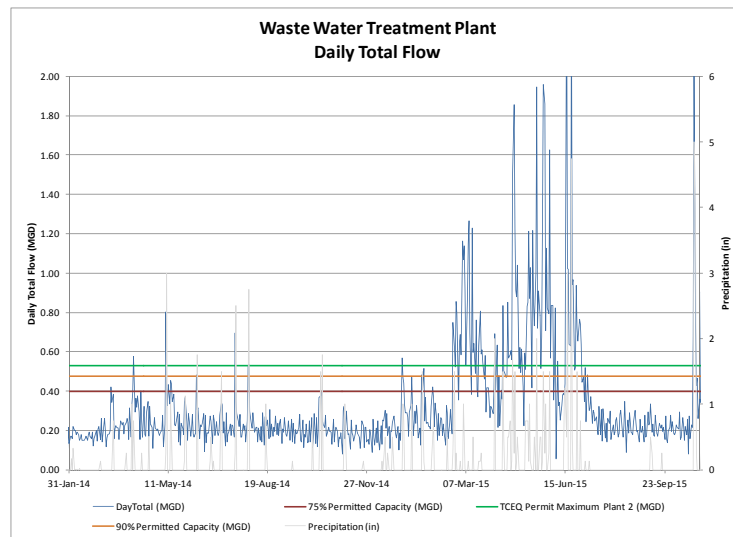
Water System

1. Project backlog
 - a. GO Bond related engineering. See project status below.
 - b. Recoat inside of north elevated water tank.
 - c. Transfer NTMWD customers to CoF along Hwy 380.
 - d. Install water line on Lee Street to replace extremely poor 2" galvanized line.
 - e. Waterline extension for Caddo Park.
2. Completed draft utility agreement for Caddo Park.
3. Completed refurbishing meter test bench. We can now calibrate meters in house.
4. Continuing to deploy new automated meter reading system. The following meters have been deployed:
 - a. West of SH78
 - b. East of Floyd Road
 - c. FM 2194, Willowbrook, and Merit Road (north of Murchison)
 - d. Pecan Creek
 - e. 100% of the meters along SH78.
 - f. Lincoln Heights.
 - g. Currently working on meters north of US 380 in area bounded by Summit, South Main, Audie Murphy Parkway, Floyd.
5. Meter Report (1410 - 8):
 - a. Residential Meters (1169 - 8)
 - b. Commercial Meters (193, + 0)
 - c. Industrial Meters (29, +0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
6. Consumption Report (Calendar Year Start 21 Dec 2014), 21 September 2015 Month thru 20 October 2015, 29 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 139,850,000
 - b. Inflow (NTMWD), Month: 16,130,000
 - c. Unmetered Usage, Calendar Year to Date: 608,568 gallons
 - d. Unmetered Usage, Month: 40,000 gallons
 - e. Real Losses, Calendar Year to Date: 0 gallons
 - f. Real Losses, Month: 0 gallons
 - g. Usage, Calendar Year to Date 131,860,030 gallons
 - h. Usage, Month: 15,299,530
 - i. Usage, Average Daily Water Usage for the Month: 509,985 gallons
 - j. Calendar Year Water Loss Percentage (to date): 7.33%



Waste Water System

1. Project backlog:
 - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
 - b. GO Bond related engineering. See project status below.
2. Continued projects to help with infiltration
 - a. Completed inspecting line south and west of manhole 162 (Service Center) for infiltration issues. We now have a complete drainage basin worth of issues identified.
3. Wastewater Treatment Plant Status
 - a. Interceptor alignment set. Easements complete and mailed. Wastewater master plan in work and due for completion by end of year.



Storm Water System

1. Project backlog:
 - a. Currently on hold concerning drainage issue behind Hurst Antiques. Waiting on structural reinforcement of the Candy Kitchen roof before demolition of remaining structures.
 - b. Drainage issues behind May Furniture building.

Property and Buildings

1. See action item list below for Fire Marshal findings.
2. Christmas lights are up. Due for turn on 25 Nov 2015 the day before Thanksgiving.
3. City Hall
 - a. Backlog: Mark front door ramp area with yellow warning stripes.
 - b. Backlog: Install new generator.
 - c. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
 - d. Backlog: Additional window tinting.
 - e. Backlog: Fix upstairs window.
 - f. Fixed roof leaks.
4. Chamber of Commerce

- a. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
- 5. Public Works Annex
 - a. No new news.
- 6. JW Spain
 - a. Awaiting contract for JW Spain engineering planning services. Halff and Associates selected as engineer.
- 7. Onion Shed
 - a. No new news.
- 8. West Onion Shed
 - a. Work on Heritage Museum continues. Building dried in. Interior work now being performed.
- 9. Charles R. Curington Public Safety Building
 - a. No new news.
- 10. Chaparral Trail
 - a. See project status below.
- 11. Riding Arena.
 - a. No new news.
- 12. Public Works Service Center
 - a. Working on new inventory system.
- 13. Rambler Park.
 - a. Backlog: Move gazebo closer to splash pad.
 - b. Backlog: Sidewalk connector to the gazebo.
- 14. North Lake
 - a. Police shooting range construction underway.
- 15. South Lake Park
 - a. Backlog: The following items are due for replacement/maintenance:
 - i. Repair/remove broken portal.
 - ii. Replace hanging bars, 10.
 - iii. Replace missing grill, qty 2.
 - iv. Replace bench at the boat ramp.
 - v. Replace weak boards on fishing pier.
 - vi. Improve hose bib installation
- 16. Civic Center/Library
 - a. Backlog: Handicap ramp compliance issues.
 - b. Backlog: Handicap parking striping and signage.
- 17. Best Center
 - a. Backlog: Change locks.
- 18. Senior Center
 - a. Backlog: Concrete for entrance area.
 - b. Backlog: Lights for the parking lot.
- 19. City Park
 - a. Backlog: The following items are due for replacement/maintenance
 - i. Place engineered wood fiber box around slide.
 - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.

20. Downtown
 - a. Backlog: Install banner mounts.
21. Install historical markers for the following items:
 - a. Backlog: Old city standpipe location.
 - b. Backlog: Ramblers Baseball Park.
 - c. Backlog: Old Train Depot site.
 - d. Backlog: Downtown square, William Gotcher
 - e. Backlog: Looney-Dowlin First Public School

Electrical System

1. Meter Report (1562 - 8):
 - a. Residential Meters (1282 -8)
 - b. Commercial Meters (227 + 2)
 - c. Industrial Meters (16)
 - d. Public Meters (45)
2. Consumption Report (Month 21 September 2015 thru 20 October 2015, 29 days)
 - a. Usage, Month: 2,616,371 kW-Hr.
3. Fusing and segmentation project. Fusing design is complete. Sectionalizing approach is currently being engineered. This project will help increase system reliability.
4. McCord continues working on electrical system standards.
5. Backlog: Install statement billing
6. Backlog: Install average billing
7. Tree Trimming
 - a. 200 block N Rike St
 - b. 200 block Maple St
8. Pole change outs and new poles
9. Wire upgrade. Copper to aluminum/resizing
10. Transformer resizing.
11. Capital Projects
 - a. No new news.
12. Lighting upgrades
 - a. Tennis Court FISD
 - b. 100 block McKinney
 - c. 300 Woodard St
 - d. 400 block Sid Nelson
 - e. Summit @ Far Hill
 - f. 300 block sherry Ln
 - g. 400 block Sherry Ln
 - h. 200 block Sid Nelson
 - i. Beech @ Wright St
 - j. 200 block Sherry Ln
 - k. 1200 block Red Oak Cir
 - l. 500 block Windom
 - m. N Main @ 7th St

n. Pecan Creek Dr @ Pecan Creek Ct

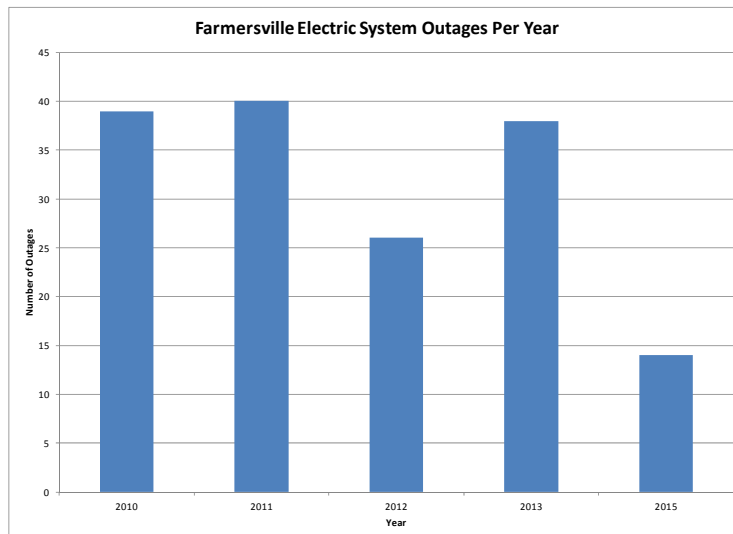
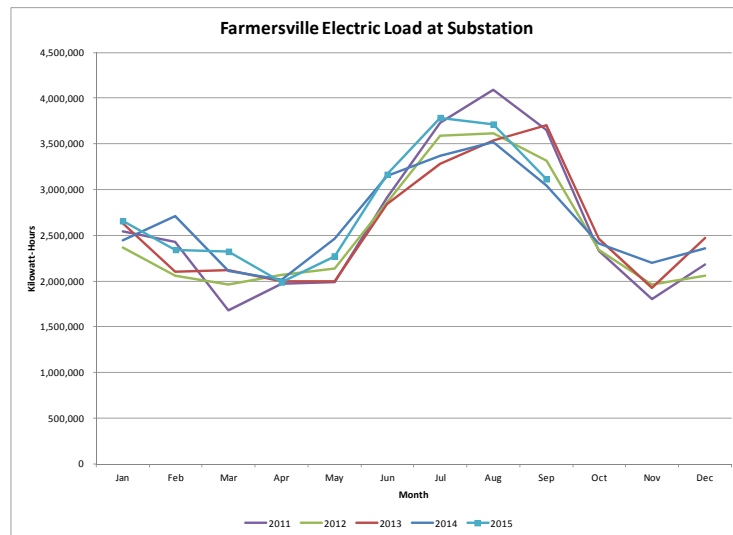
13. Fusing & Sectionalizing.

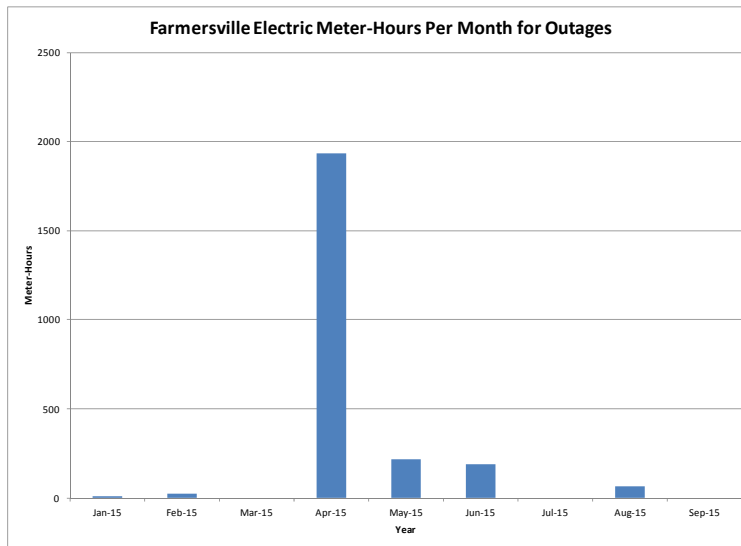
a. No new news.

14. Removal of open wire secondary. (replaced with triplex unless omitted)

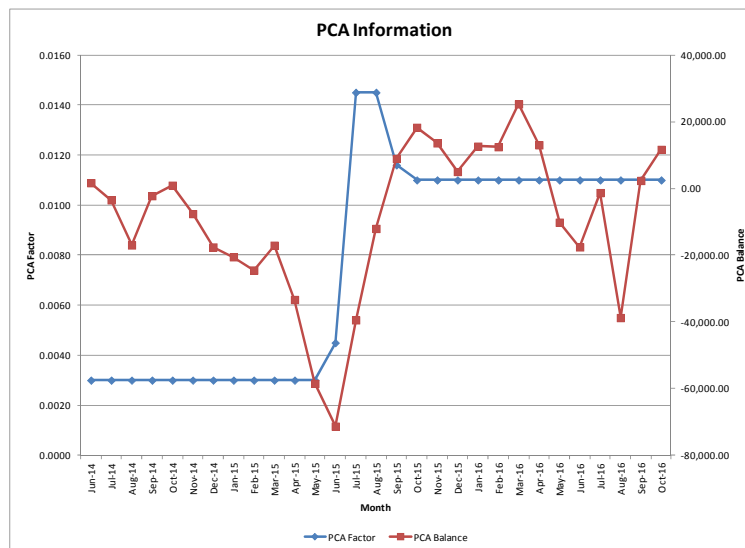
15. Automated Meter Infrastructure System

- a. To date, approximately 675 meters have been replaced with smart meters. Placed an order for 300 more single phase/residential meters and will finalize requirements to place an order for poly phase/commercial meters by the end of this month.
- b. Accomplish second meter read with new automated meter reading system.





DATE OFF	TIME OFF	DATE ON	TIME ON	HOURS	ADDRESS	Feeder	TROUBLE	CAUSE	ACTION TAKEN	WEATHER	TEMP	WIND	# OF METERS	METER-HOURS
Oct-15														



Refuse System

1. No new news.

Inspections, Permits, Plats

1. Amy Carwash building continues progressing. Slowly!!
2. Camden Park development still in works.

Vehicles/Tools

1. New ice maker for Service Center is now hooked up and working.

Special Projects/Loans/Grants

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	Nov-15	Activity left to complete: decomposed granite at 2194 and punch list items.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash from Bond)	Oct -15	Jan-15	Construction halted due to contractual issues.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%			Application turned in. Funded delayed to next calendar year. Started work on procuring a design engineer for the treatment plant.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

General Obligation Bond Projects

Project Number	Project Name	Current Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	156,119	156,119	Complete	Apr-13	Aug-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	59,589	59,589	Complete	Oct-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	265	265	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	203,627	203,627	Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	342,243	342,243	Complete	May-14	Sep-14
6	Hamilton Street Overlay (Yucca to Gaddy)			Complete	May-14	Sep-14
7	Central Overlay (College to Prospect)	103,607	103,607	Complete	Apr-14	May-14
8	Beech Street Overlay (Main to Beene)	247,718	247,718	Complete	Aug-14	Oct-14
9	Windom Overlay (Maple to McKinney)	48,053	48,053	Complete	Nov-14	Nov-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	145,410	67,602	Complete	Mar-15	Sep-15
11	Sid Nelson Overlay (South Washington to Hamilton)	240,963	688	Construction	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	1,289,856	2,036,249		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
16	North ET/North Main Street	689,310	689,310	Complete	Apr-14	Feb-15
17	Sycamore St/Hwy 78/N Washington			Complete	Apr-14	Oct-14
18	Hamilton St	24,737	24,737	Complete	Jun-14	Jul-14
19	Houston/Austin Street	170,000	19,772	Construction	Jul-15	Oct-15
20	Automated Meter Reading System	520,000	410,116	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					
Wastewater Projects						
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	Dec-15
28	Sycamore – Gravity Main	16,497	16,497	Complete	May-13	Jul-13
29	Hamilton St - Gravity Main	16,608	16,608	Complete	Jun-14	Jul-14
30	Hwy 380 & Welch Dr – Gravity Main					
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	1,408,026	955,076		
Water and Wastewater Projects GO Bond		2,400,000				

Action Item List

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	Notes	Close Date
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-13	Public Works	149337		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-13	Ben White/Paula			Open
Rambler Park	The Playground in in need of mulch	12-Mar-13	Public Works			Open
Replacement Meter Covers	Replace hand made water meter covers downtown. People are tripping over them.	14-Jan-14	Ben White			Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infornt of McGuire Building	15-Jan-14				Open
City Hall	floor - replacement and duct cleaning	20-Feb-14				Open
City Hall Fire Marshal Action Items	1. provide panic hardware on second exit 2. secure chairs together(when 4 in row) 3. provide fire extinguisher in council chabmbers 4. remove extension cords	25-Mar-14	Ben White		3. Complete	Open
Sewer Plant Fire Marshal Action Items	1. provide fire extinguisher 2. label diesel tank 3. open spaces in elect panel 4. SCBA missing (is this required per emergency plan?)	25-Mar-14	Ben White		1. Complete	Open
J.W. Spain Fire Marshal Action Items	1. Provide commercial ansul system with hood above frier and flat top. <alt-enter> 2. Provide fire extinguisher in concession stand. 3. Repair damaged bleachers.	28-Mar-14	Ben White		2. Complete 3. Complete	Open
Riding Arena Fire Marshal Action Items	1. comply with ICC bleacher requirements 2. provide access to building (key provided did not work	28-Mar-14	Ben White			Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	Notes	Close Date
Public Safety Building Fire Marshal Action Items	PD: Fire: 1. Repair rear exit sign 2. gas must be stored in metal UL can 3. provide ansul kitchen system or do not cook w/grease vapors. EMS: 1. Provide no smoking sign above oxygen 2. provide ansul kitchen system or do not cook w/grease vapors. 3. do not store combustibles in hot water heater closet.	28-Mar-14	Ben White		PD: No action Fire: 1. Complete 2. Complete 3. Complete EMS 1. Complete 3. Complete	Open
Civic Center Fire Marshal Action Items	1. Provide panic hardware(all doors except main entrance 2. Post occ load 3. Provide ansul cooking system	28-Mar-14	Ben White		1. Complete 2. Occupant load sign on order	Open
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-14	Ben White			Open
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and womens and fix the water fountain and the toilet lids	15-Apr-14	Paula Jackson		Ben and I are looking into signs to be placed.	Open
Welcome Sign north	fix the welcome billboard	22-Apr-14	public works		On hold pending artwork completion	Open



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

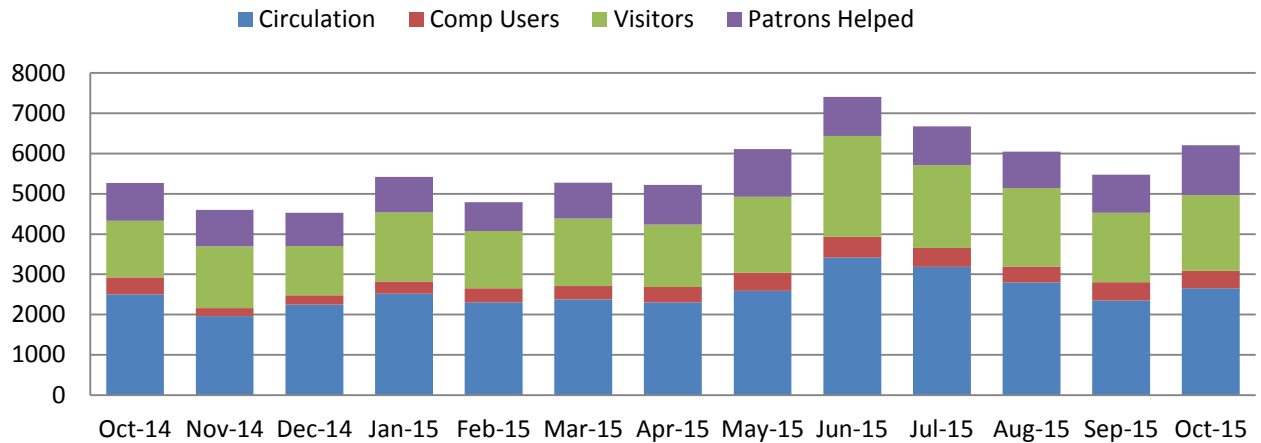
October – 2015

Circulation:	2,649
Computer Users:	363
Wi-Fi User Estimate:	74
Visitors:	1,877
Inter-library Loan	
Books loaned to other libraries:	4
Books borrowed for our patrons:	4
Patrons Saved \$ *	\$ 31,045.62
New Patrons:	28
Volunteer Hours Donated:	18 hours

The library celebrated Halloween, the staff dressed up and passed out goodie bags to the children who visited on Halloween day.

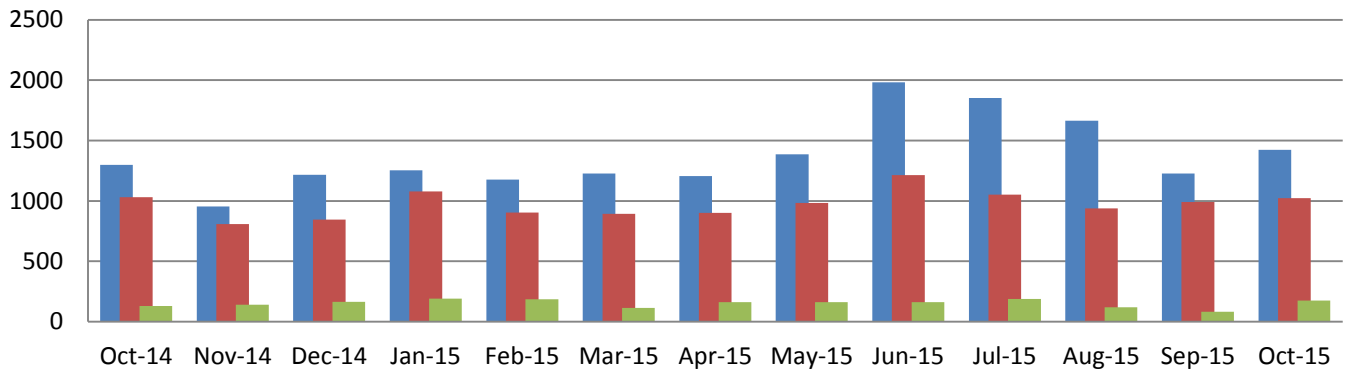


Library Usage



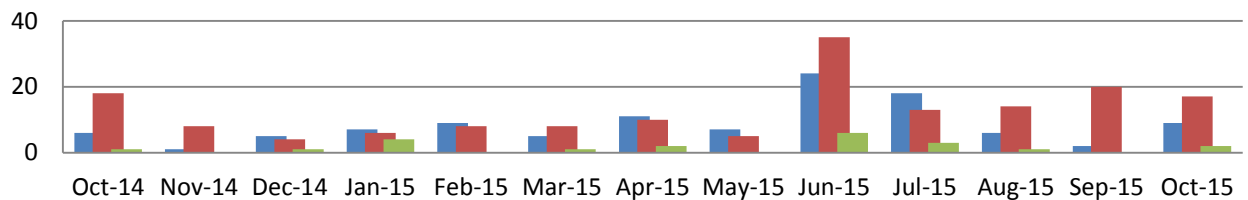
	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
Patrons Helped	938	905	828	885	721	887	985	1190	966	958	909	941	1242
Visitors	1409	1540	1229	1715	1421	1675	1546	1883	2506	2063	1948	1728	1877
Comp Users	421	198	223	302	345	334	382	454	518	467	398	454	437
Circulation	2504	1958	2251	2521	2306	2378	2305	2586	3414	3185	2794	2350	2649

Circulation by Patron Type



	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
City	1299	953	1216	1252	1176	1228	1205	1387	1983	1851	1664	1227	1422
County	1030	809	846	1078	903	894	900	984	1213	1051	937	992	1022
Other	130	140	163	191	186	114	161	160	160	187	119	82	174

New Patrons



	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
City	6	1	5	7	9	5	11	7	24	18	6	2	9
County	18	8	4	6	8	8	10	5	35	13	14	20	17
Out of County	1		1	4		1	2		6	3	1		2



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: CONSENT AGENDA – City Manager's Report



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

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

Ordinances and Ordinance Changes

1. Backlog
 - a. New
 - i. Knox boxes.
 - ii. Revise the City's Thoroughfare Plan and the City's design standards to remove areas of disagreement between the documents.
 - b. Change
 - i. Pool backwash standards. (in-work)
 - ii. Standard design details for: water, wastewater, electrical, etc.
 - iii. Master fee schedule. (complete)

Contracts/Interlocal Agreements

1. Backlog
 - a. J.W. Spain Athletic Complex park planner (in work)
 - b. Farmersville Towne Centre planner (in work)
 - c. Solid Waste
 - d. Recycle
 - e. NTCOG Antenna (possible)

Planning

1. No new news.

Policy/Procedural Changes

1. Backlog
 - a. Information Technology policy.
 - b. Financial procedures.
2. Applied to get University of Texas at Arlington Capstone Project help writing job descriptions and next year's strategic plan.

Personnel Related Matters

1. Interviewed Texas A&M Commerce Career Services student for spring semester. Really cheap help!!! Will be helping us with process improvement activities. Karina Diaz will be starting 11 Jan 2016 and continuing to May working 3 days a week.
2. Receiving applications for new full-time Fire Fighter
3. New Public Service Officer hired to handle code enforcement duties. The new employee's name is Cameron Brooks.

Customer Service Window

1. No new news.

Budget/Finance

1. Processed several auditor requests.
2. Year end financials complete.
3. Second phase of audit planned for December 2015.

Information Technology

1. Upcoming projects
 - a. Better backup processes (98% complete). Status will not change until we install fiber upgrade.
 - b. Microsoft Office Suite 2013 (40% complete)
 - c. Hardware and software review audit (85% complete)
 - d. Establish VPN tunnel to service center. Hardware in place but still working on configuration issues. (Complete)
2. Install car printers for Police Department (80% complete)
3. Installed new phone system.

Special Events

1. Supported Trick It Up Bike Ride and Scare Around the Shed.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: November 17, 2015

SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Meeting Minutes

- Minutes from the last FEDC Meeting were not available for the Council packet

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Financial Report

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

October 2015

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A

October 2015

Statement Balance 10-1-2015	\$82,993.33
Deposits:	
Sales Tax:	\$18,274.32
Cking Int .05%	\$3.28
CD Interest	\$71.91
Transfer to Texpool	
Cleared Checks 1265	\$(48,588.90)
Transfer Fee	
Statement balance 10-30-2015	\$52,753.94

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest
Check

Balance 11-10-2015	\$52,753.94
---------------------------	--------------------

[illegible]



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Meeting Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES ~ November 9, 2014

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on November 9, 2015 in the City Council Chambers at City Hall. President Paul Kelly convened the meeting at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: Donna Williams, Paul Kelly, John Garcia, Kim Potter and Dick Seward. Mike Goldstein and Cynthia Craddock Clark were absent. President Kelly welcomed Main Street Manager Adah Leah Wolf, City Council Liaison Leaca Caspari, City Manager Ben White, Jim Foy, and Janis May.

CONSIDER FOR APPROVAL OCTOBER 12, 2015 MEETING MINUTES

Kim Potter motioned to accept the October 12, 2015 minutes as written. John Garcia seconded the motion, which passed the full Board.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

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

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR OCTOBER 2015 AND ANY REQUIRED BUDGET AMENDMENTS

Donna Williams motioned to accept the October 2015 financial statements as written. John Garcia seconded the motion, which passed the full board.

REPORT ON FARMERSVILLE HERITAGE MUSEUM

Farmersville Heritage Museum board members Janis May and Jim Foy presented an update on the museum's progress, and thanked the 4b board for their continued support of the project. The museum exterior is complete, and the electricity is going in this week. Fundraising has gone well so far-the board has received \$117,000 in sponsorships to date, and is still accepting donations. A postcard mailing will be sent this month to the entire community from the museum board.

CITY MANAGER REPORT—BEN WHITE

City Manager Ben White presented a written report, and highlighted the following: the City is entering into a contract with Halff Associates for the Spain Complex planning process. Foundation work on the Onion Shed is underway. City has expanded coverage of Christmas lights this year; they will be turned on the week of Thanksgiving. Oak Grove Landscaping will be installing the Christmas tree. Water lines have been repaired at Southlake Park. Kiosks have been installed at the Chaparral Trail. Some trail repair is still required. The Library has obtained a new book drop, which has not been installed yet. Roof repairs are complete on City Hall and the Service Center. Renovations at the Annex Building are complete; one half is office space for the electrical company, and the other half is city storage. Water cannons for the Splash Pad were received damaged, and returned. The three new flagpoles at Farmersville Parkway/Hwy 78 have been installed; flagpole lighting will be the next project undertaken.

MAIN STREET MANAGER UPDATE—ADAH LEAH WOLF

Main Street Manager Adah Leah Wolf presented a written report for October, and discussed the following: Debbie Ranspot has assisted with the Farmers & Fleas Facebook page. A photo/negative scanner has been purchased for the office. Manager is working on replacing the faded “Welcome to Farmersville” side of Thain’s sign. The quarterly ad for the Texas Events Calendar has been placed. Christmas projects are underway; Donna Spivey is organizing Caroling at the Gazebo on Dec. 12 before the parade, and Kim Potter has assisted with organizing this year’s snowmen to be decorated. Manager has ordered this year’s Christmas postcard with events listed on it. Manager met with Matt and Lisa Crowder regarding the downtown building they recently purchased (119 S. Main). They will be requesting design assistance from the Texas Main Street office. Eric Smith met with manager regarding opening a vintage clothing retail venue in downtown. Heidi Zuber-Witherow has leased office space at Independent Bank for Guardian Insurance. Debra Helmberger Photography is having an open house Nov. 12 from 6-9 PM. Donna Williams is checking on possibility of using Wordpress for a Main Street website. The next downtown merchants meeting will be on Nov. 19 at Spivey Cakes Bakery. The next Texas Lakes Trail workshop will be on Nov. 18th and anyone interested is encouraged to attend.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The next meeting will be on December 14, 2015.

ADJOURNMENT

There being no further business, President Kelly adjourned the meeting at 6:20 PM.

Signatures:

Paul Kelly, President

Donna K. Williams, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Financial Report

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

October 2015

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B

October 2015

Statement Balance 10-1-2015	\$117,323.56
Deposits:	
Sales Tax:	\$18,274.32
Cking Int .05%	\$4.50
Birch Reimb	\$56.69
Transfer from Texpool	\$-
Checks 2386,2387,2392,2394-2397	<u>\$(48,407.68)</u>
Balance 10-30-2015	\$87,251.39

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2348, 2393, 2398	\$(242.59)
Balance 11-5-2015	<u><u>\$87,008.80</u></u>

11/06/2015

%

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2016

11/06/2015

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	117,323.56											
Deposits:												
Sales tax deposits	18,274.32											
Interest income-bank	4.50											
Transfer to TexPool												
Transfer From Texpool to First Bank												
Misc	56.69											
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	135,659.07	-	-	-	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	- \$
Disbursements:												
Main Street Salary												
Miscellaneous	\$ 364.46											
Main Street Supplies												
Marketing Program	\$ 13,000.00											
Reimburse city for accounting												
Chaparral Trail Improvements												
Collin College Scholarship sponsorship												
Chamber of Commerce												
May Taxes												
Christmas Activities												
Land Purchase	\$ 4,998.16											
Fire Works												
Bain Honaker House Restoration	\$ 5,000.00											
Union Shed Repair												
Farmersville Heritage Museum	25,000.00											
Total Expenses	48,362.66	-	\$	-	\$	-	\$-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Bank Balance	87,296.41	-	-	-	-	-	-	-	-	-	-	-
TEXPOOL Balance	84,881.19											
Interest income-TEXPOOL	\$ 6.99											
Total Available Funds	172,184.59											

Signed:



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: November 17, 2015

SUBJECT: INFORMATIONAL ITEM – Planning and Zoning Meeting Minutes

- Minutes from the last P&Z Meeting were not available for the Council packet

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

- There was not a meeting of the Capital Improvements Advisory Commission during the month of October 2015.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

- There was not a meeting of the Citizens Advisory Committee during the month of October 2015.

Electronic minutes are found at the following link:

http://cms2.revize.com/revize/farmersville/government/agendas_and_minutes/other_boards_and_committees.php



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

- There was not a meeting of the Sign Board of Appeals during the month of October 2015.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

- Minutes are attached for review.

Electronic minutes are found at the following link:

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

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
OCTOBER 20, 2015**

The Farmersville Parks and Recreation Board met in regular session on October 20, 2015 at 6:00 p.m. at City Hall with the following members present: Autumn Barton, Todd Rolen, Glenn Bagwill, Charles Casada, and Suzie Gruzendorf. City Manager Ben White, City Council Liaison Jim Foy, and City Staff member Christi Dowdy were also present. Board member Bettye Petri resigned earlier in the day.

CALL TO ORDER

Christi Dowdy called the meeting to order at 6:00 pm, and called the roll announcing that a quorum was present.

APPROVAL OF MINUTES

Autumn Barton moved to approve the minutes from the September 1, 2015 meeting, and the motion was seconded by Suzie Gruzendorf. The motion passed all in favor.

DISCUSSION OF SPONSORING A FLOAT IN THE CHRISTMAS PARADE

The Board discussed the possibility of sponsoring a float in the upcoming Christmas parade. Since several members would not be present, the item was tabled.

DISCUSSION OF MARKETING AND PR FOR KEEP FARMERSVILLE BEAUTIFUL

The Board discussed adding photos to the Parks Board Facebook page and keeping the page fresh with new information. The Board will also advertise events as they are scheduled.

DISCUSSION OF TAKING PART IN THE SCARE AROUND THE SHED EVENT

The Board agreed to participate in the Chamber of Commerce Scare Around the Shed Halloween event. Candy will be purchased to give out from 4 to 7 p.m.

BRIEFING FROM CITY MANAGER

City Manager Ben White addressed the Board on several issues including 1) progress update on placing Halff & Associates under contract for parks planning, 2) the availability of several grant opportunities to pay for the parks planner and projects, 3) grant availability from Texas Parks & Wildlife and Collin County Open Space, 4) update on Phase 3 of Chaparral Trail, and 5) two new cannons have been purchased for the splash pad.

ITEMS TO BE PLACED ON FUTURE AGENDAS

The Board would like to further discuss the float for the Christmas Parade and marketing and PR for Keep Farmersville Beautiful.

ADJOURNMENT

The meeting was adjourned at 6:50 p.m.

Todd Rolen, Chairman



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

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

**Farmersville Main Street Board
Minutes October 20, 2015 City Hall**

The meeting was brought to order at 5:18 PM by President Anne Hall. Present were Main Street Manager, Adah Leah Wolf, and board members Anne Hall, Kim Potter, Glenda Hart, 4B representative Donna Williams, and City Manager Ben White.

Consider for approval August 18, 2015 Meeting Minutes:

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

Consider for approval August and September 2015 Financial Statements:

Anne Hall made a motion to approve the financial statements as printed; Glenda Hart seconded the motion. The motion passed unanimously.

Finalize downtown shopping coupons

Sarah Jackson-Butler was absent, she'll be contacted to see what remains to be done on this project.

Update on National Register District project

Adah Leah reported that Greg Smith was in town for the site visit on October 8. He suggested trimming the proposed boundaries, to exclude non-historic properties. With this editing, the Methodist Church would not fall within the boundary. When the new boundary lines are described and mapped the application will be sent to for federal review by Greg Smith.

Shop Downtown Farmersville Website

Donna Williams brought a proposal to the board to create a "Shop Downtown Farmersville" website. Main Street already owns the domain. She has obtained a price of \$120 per month, which includes all photos and site set up. She proposed that Main Street make the commitment for the website; interested merchants can pay their share of the shared costs. Each business can have their own page. Anne Hall motioned that the Main Street Board pursue this project; motion seconded by Kim Potter and passed unanimously. Donna Williams also discussed the possibility of obtaining ad space in antique-directory.com. She will poll merchants to see if there is any interest.

Discuss Farmers & Fleas Name

Anne Hall suggested that a change in the Market's name might help attract more shoppers. Other ways to attract shoppers were discussed, including encouraging all downtown merchants with Facebook pages to promote the event, and encouraging current Market vendors to "bring a friend". The newly opened thrift store on Highway 380 near Highway 78 may present some competition to the Market.

Christmas Activities:

Snowmen

Kim Potter will assist with contacting business owners to remind them to take their snowmen out of cold storage, and to see who still needs a snowman.

Shop Late

Shop Late and Celebrate days will be Thursdays in December: Dec, 3, 10, and 17. We will encourage merchants to remain open late those nights, possibly with refreshments.

Caroling

Donna Spivey is organizing Caroling at the Gazebo on Dec. 12 (night of the parade) at 5 pm. She is contacting area church choirs; Adah Leah has given her contact information for local churches.

Lighting

Ben White presented plans to augment the Christmas lighting this year with budgeted money from the Community Development Corporation. Additional lighting he proposes for this year: add the old Candy Kitchen on N. Washington Street, add City Hall, Best Center, Museum, and Chamber office on S. Washington Street. Add garland and lights to all the light posts, add a wreath for City Hall. Possible future year additions include: obtaining a pre lit tree that can be added onto incrementally each year, and lighting the City Park. There are two trees that lack lighting (one near Red Door Antiques, and one on the west side of the Gazebo). These are problematic as electricity outlets don't exist near them at this time. Ben will obtain prices for similar building lights for the James Auto building and the Happy Cucumber building; if the business would like to purchase the lights, the city will provide the labor.

Treats for Tatum Elementary

Date tentatively set for Friday, Dec. 4. Kim Potter, Glenda Hart and Donna Williams have large coffee urns that we can use. We will check with Spivey Cakes to see if they would be interested in making the cookies. Adah Leah to contact Tatum Elementary principal to arrange date. Many volunteers will be needed for this day.

Main Street Manager Update

Adah Leah Wolf presented a written monthly report for August and September 2015 and highlighted the following: Goodie bags have been provided for the North East Texas Trail meeting to be held in Farmersville on October 23; shoppers guides have been provided for the Trick it Up Bike Ride on October 24. A city ad has been placed in the Texas Lakes Trails Map, and maps are available for distribution. Design assistance from Texas Main Street architects has been received for the May Building on South Main Street, for the Potter's building, and for the Thain home (color assistance for exterior painting). Manager met with filmmaker Dennis Van Vleet and helped him coordinate a filming for October 3. This is as a result of the city being a "Texas Film Friendly Community." The upcoming Chamber luncheon this Thursday will be about websites, and Adah Leah strongly encouraged everyone to attend. Main Street may want to follow up with a hands on workshop to practice some of the social media techniques. The Nesmith building condition is deteriorating; the family needs to be contacted. Several building owners are interested in applying for the façade grant offered by the Economic Development Corporation.

Discussion of placing items on future agendas:

The next meeting will be on November 17, 2015

Adjournment: With no further business to discuss, the meeting was adjourned by Anne Hall at 6:43 PM.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



Main Street Monthly Report
October 2015
Reported by Adah Leah Wolf,
Main Street Program Manager



ORGANIZATION/ADMINISTRATION:

7, 14	Manager attends city staff meetings.
8	Site visit from Greg Smith, Federal Programs Coordinator at the Texas Historical Commission, and Mary Tate, to review National Register District application buildings and boundaries. Mr. Smith has recommended a smaller boundary to make sure the contributing buildings are contiguous. The boundary changes will be made and Mr. Smith will submit the final application.
12	4B Board meeting. Update from Marketing Committee
20	Main Street Board meeting.
29	Farmersville Heritage Museum Board meeting. Museum has been “dried in” and now focus will be on the interior finish out and artifact interpretation.
22,30	Debbie Ranspot assists with administrative tasks.
	Annual 10 Criteria report has been submitted to the state main street office.

PROMOTION:

1	Met with filmmaker Dennis Van Vleet regarding potential filming in downtown area on October 3.
3	Old Time Saturday takes the place of Farmers & Fleas Market this month. OTS vendors were invited to become F & F vendors (if not already). Advertising and press releases submitted this month for Nov. 7 market. The street dance was held downtown on the north side of the square. Businesses that remained open were very busy. The Bankhead Military Convoy which was passing through was able to parade downtown for a wonderful viewing opportunity. Main Street provided items for the auction.
6	National Night Out event, organized by City Police and Fire Departments brought folks to the Onion Shed
23	City sponsored the quarterly meeting of the Northeast Texas Trail Supporters at the Civic Center. Main Street provided goody bags. Attendees came from as far away as Texarkana and New Boston.
24	Downtown information for goody bags provided for the chamber’s Trick it Up Bike Ride. Unfortunately rain dampened participation this year. Several downtown businesses participated in the Chamber’s Scare Around the Shed event that same evening
26-28	Farmersville 1900 school program at the Bain Honaker House and Onion Shed brought many students downtown for a unique learning experience.
	City ad placed in Ride Texas Magazine.
15	Farmersville Chamber networking meeting attended.
14	E newsletter sent to downtown business and building owners.

DESIGN:

	Farmersville Heritage Museum construction continues, with the installation of doors and interior loft storage area.
	The buildings at 150 S. Main and 148 S. Main are in the process of being re-roofed.
	City Hall roof is being repaired.
	Year Round Christmas Lights has installed LED lights along the tops of downtown buildings. 4B budgeted additional money for this project which allowed more buildings to be lit.
	Dyer Drug has re-roofed their canopy
	Main Street Design assistance was received for the Potter building at 138 S. Main Street. The owners are interested in working on the façade including uncovering the upstairs windows.
	Main Street Design assistance was received for Rex Thain’s Victorian home at 109 College Street. Color advice and repair advice was given for the exterior.
	The Bain Honaker House has received gable and attic repairs, rewiring, and additional attic insulation.
	City is in the process of rehabilitating the City Annex building into offices for Farmersville Electric.

ECONOMIC RESTRUCTURING:

3	Old Time Bargain Shop celebrated its grand opening, (110 McKinney, owned by Amanda Rasbeary). They sell home goods, linens, bedding, and more.
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15	Downtown Merchants monthly get together, hosted by Sugar Hill Restaurant (Jeanne Kretz, owner). Christmas plans were discussed as well as the possibility of creating a “shopdowntownfarmersville” website.
8,15,22	Chamber luncheons featured Collin Small Business Center speaker, with topics on social media. Manager and several downtown business owners were able to take advantage of these great sessions.
30	Manager met with Cathy Partridge of Princeton, to give her basic information about the Main Street Program and economic development
	New Business reference notebooks were given to Donna Spivey (SpiveyCakes Bakery), and Jim and Kelly Terrell (The Happy Cucumber)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

- Minutes are attached for review.

Electronic minutes are found at the following link:

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

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION
MEETING MINUTES
October 29, 2015

The Farmersville Building and Property Standards Commission met in a regularly called session on October 29, 2015 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Autumn Barton, Anne Hall, Chris Calverley, Frank Delorantis and Diane Jackson. Staff members present were Code Enforcement Officer Karen Dixon, Code Enforcement Officer Cameron Brooks, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Politz was present.

CALL TO ORDER, ROLL CALL

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

(Item II) CONSENT AGENDA – CONSIDER, DISCUSS AND ACT UPON MINUTES FROM THE BUILDING & PROPERTY STANDARDS COMMISSION MEETING ON AUGUST 27, 2015

Frank Delorantis motioned to approve all the minutes as presented with Anne Hall seconding the motion. Motion carried unanimously.

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

Karen Dixon, Code Enforcement Officer, came before the Commission stating she has been in constant communications with Mr. Armando Rivera regarding the mentioned property. Mr. Rivera was present and stated he should be done with the electrical next week. The last thing he needs to complete will be the siding. Due to the weather it will take at least one more month. Ms. Dixon stated the restoration is coming along beautifully and requested the Commission consider extending the date of completion to 60 days due to weather conditions.

The Commission discussed the issue and due to weather and the upcoming holidays offered Mr. Rivera a completion date of January 28, 2016.

The Commission discussed when the next meeting would be held, and it was decided due to the Thanksgiving Holiday to hold a meeting on November 19th. Anne Hall motioned to extend Mr. Rivera's completion date to January 28, 2016 and he will not need to return to the Commission until that time. Frank Delorantis seconded the motion. Motion carried unanimously.

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

Code Enforcement Officer Karen Dixon stated Ms. Jessica Duran, owner of the property, has indeed demolished the house but the Order required all structures on the property to be demolished. Ms. Duran still has debris on the property from the house demolition. She is having small loads removed during the free dumping at the landfill the first of each month so the removal of debris is very slow. The landfill will only allow so many loads per visit. Upon a recent visit, Ms. Dixon told Ms. Duran she felt it would take 2 dumpsters to have all the debris removed. Ms. Dixon also requested Ms. Duran to install at minimal an orange mesh fence around the debris but she has not complied. According to the original Order, the demolition and cleanup was to be completed by today.

Chairman Barton questioned what options were available to the Commission. City Attorney Alan Lathrom indicated there is a broad range at the Commission's discretion.

The Commission could offer more time to haul off the debris; by letter, remind the property owner of the other structures that are to be demolished; by stating the property owner has had sufficient time, Order the demolition of remaining structures and removal of debris with a stated date. After the property owner receives the next order, they have 30 days to appeal.

Chairman Barton stated she felt the Commission has tried to work with the property owner. Chris Calverley stated he felt the Commission has worked with the property owner more than they should have. An order was discussed by the Commission and the Commission concurred this was the best method of action. The Commission also discussed the date of completion was decided December 11, 2015 was sufficient time to have the property properly cleaned.

Anne Hall motioned to order the demolition of all structures on the property at 116 Woodard and complete cleanup of all debris by December 11th. Frank Delorantis seconded the motion. Motion carried unanimously.

(Item III – C) DISCUSS AND SCHEDULE MEETING DATES FOR NOVEMBER AND DECEMBER 2015

In light of the discussions, the Commission decided a meeting is not necessary for November; however a meeting is necessary to conduct business in December. The next meeting date acceptable to the Commission is December 17, 2015.

(Item IV) ADJOURNMENT

The Building and Property Standards Commission adjourned at 6:13pm.

APPROVED

ATTEST

Autumn Barton, Chairman

Chris Calverley, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

- There was not a meeting of the TIRZ Board during the month of October 2015.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

- Minutes are attached for review.

Electronic minutes are found at the following link:

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

**FARMERSVILLE LIBRARY / CIVIC CENTER BOARD
MEETING MINUTES**

October 22, 2015 at 4:30 P.M.

The Farmersville Library/Civic Center Board met in regular session on October 22, 2015 at 4:30 pm with the following members present: Judy Brandon, Wyndi Veigel and Sharon Spangler. Members absent: Rafiqa Huddleston and Sarah Odom. Staff Members present: Paula Jackson and Trisha Dowell.

Item I) CALL MEETING TO ORDER, ROLL CALL

The meeting was called to order at 4:37 p.m. by Judy Brandon. A quorum was present.

Item II) RECOGNITION OF CITIZENS/VISITORS

There were no visitors.

Item III – A) CONSIDER, DISCUSS AND APPROVE MEETING MINUTES FROM AUGUST 27, 2015

Judy Brandon made a motion to approve the library board minutes and Sharon Spangler seconded, motion carried with all in favor.

Item III – B) CONSIDER, DISCUSS AND APPROVE MEETING MINUTES FROM SEPTEMBER 3, 2015

Judy Brandon made a motion to approve the library board minutes and Sharon Spangler seconded, motion carried with all in favor.

ITEM III – C) RECOMMENDATION FOR CITY COUNCIL TO REPLACE LIBRARY/CIVIC CENTER BOARD MEMBER RAFIQA HUDDLESTON FOR NON-ATTENDANCE

Judy made a motion to recommend that city council appoint a replacement for Rafiqa Huddleston on the Library/Civic Center board because of non-attendance. Wyndi seconded, motion carried with all in favor.

ITEM III – D) CIVIC CENTER REPORT

Paula Jackson gave the civic center report which includes the estimate of Civic Organizations and paid renters from August, September and October; as well as Revenue and Expenditures for October 2014 through September 2015 that showed a shortage of \$6,359.41. There were some major expenditures that pushed that number higher, such as HVAC repairs and replacements. The only other expenses are electric, water and gas, supplies and cleanings. Paula reported that the civic organizations have been doing better cleaning up; there were a few issues with paid renters that needed cleaning after rental. Paula had sent out the letter to the organizations who utilize the civic center with no response to the usage agreement. Paula will follow up with a new letter and usage agreement that needs to be signed by the organizations and returned to city hall. The board discussed going to the City Council and getting feedback to get an idea how far the council wants the board to go on the discussion of civic center rental fees.

Wyndi made a motion to accept the civic center report and that they ask for more direction from the city council regarding the rental rates for the civic center. Sharon seconded, motion carried with all in favor.

ITEM III – E) LIBRARY REPORT

a. Monthly Reports for: August and September

Trisha presented the monthly reports to the library/civic center board. There was no discussion about any items on the reports.

b. Update on County funding

Trisha briefly updated the board that the County did return the requested funding for the county libraries back into their budget for this year, with the expectation of there being no funding from now on. The county libraries plan to continue requesting money from the county.

ITEM III – F) DISCUSS BOARD RESEDENCY REQUIREMENTS SUGGESTED BY CITY COUNCIL

Trisha briefed the board on the discussion of board residency requirements from the city council. Currently all but one member of the library/civic center board reside outside the city limits. In the future city council may decide to make a requirement that may change the residency requirements of the board and therefore will affect the board and its current members.

ITEM III – G) DISCUSS “LITTLE FREE LIBRARY” PROJECT

Trisha reported that it is being used; people removing and replacing books. It contains a mix of adult fiction, teen and children’s books. Trisha had received the plaque from the Free Little Library organization that has our designation number. It was discussed that we have the official grand opening on the day of the Christmas Parade when there are people on the square.

Sharon made a motion to let Trisha plan the grand opening of the “Free Little Library” before the Christmas Parade and coordinate with the Farmersville Chamber of Commerce. Judy seconded, motion carried with all in favor.

ITEM IV) DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

ITEM V) ADJOURNMENT

Wyndi made a motion to adjourn the meeting, Sharon seconded, motion carried. The Library/Civic Center Board adjourned at 5:05 p.m.

Chair



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- October Agenda along with September minutes is attached for review.

Electronic agendas are found at the following link:

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

A. Call to Order & Declaration of a Quorum**B. Invocation and Pledges****C. Welcome Guests****D. Approval of Minutes:** Approve Meeting Minutes for September 2015 – page 3**E. Executive Director's Report**

- a. ADRC Program Presentation, Janet Karam
- b. AAA Program Presentation, Judy Conner

F. Consent

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

1. **September 2015 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Stacey Sloan, Finance Director – page 4

G. Action

1. **TCOG Audit Report for Fiscal Year Ending April 30, 2015 (AF):** Accept TCOG's Audit Report for Fiscal Year Ended 04/30/2015: Accept the Audit Report as presented, authorize staff to make payment to the audit firm in accordance with the terms of the engagement letter, and authorize distribution of the Audit Report to appropriate grantor agencies.
Stacey Sloan, Finance Director – page 18
2. **TCOG Section 8 Housing Annual PHA Plan (CS):** Authorize submission of the TCOG Section 8 Housing Annual PHA Plan.
Rayleen Bingham, Section 8 Housing Program Manager – page 19
3. **Area Agency on Aging Amendment 1 to the Contract (AS):** Approve Amendment 1 to the Contract between the Department of Aging and Disability Services (DADS) and TCOG's Area Agency on Aging for Older Americans Act Program.
Judy Conner, MS, CPG, AAA Program Manager – page 24
4. **Comprehensive Energy Assistance Program (CEAP) Contract (CS):** Ratify the CEAP Contract with the Texas Department of Housing and Community Affairs (TDHCA) to serve the following East Texas counties: Delta, Franklin, Hopkins, Lamar, Rains, Red River and Titus.
Brenda Smith, Energy Services Program Manager – page 29
5. **CSBG 2016-2020 Strategic Plan (CS):** Approve Community Services Block Grants (CSBG) 2016 Community Strategic Plan, and Worksheet 13 from that plan for submission to the Texas Department of Housing and Community Affairs.
Brenda Smith, Energy Services Program Manager – page 52
6. **CSBG 2016 Community Action Plan (CS):** Approve Community Services Block Grant (CSBG) 2016 Community Action Plan.
Brenda Smith, Energy Services Program Manager – page 83

7. **Contract for 9-1-1 CPE Maintenance for FY 2015-2016 (PD):** Approve the pre-payment of contract services between TCOG and AT&T for 9-1-1 CPE Maintenance for FY 2015-2016.
CJ Durbin-Higgins, Public Safety Program Manager – page 112
8. **FY 2016-2017 Municipal Solid Waste Cooperative Reimbursement Contract (PD):** Approve the FY 2016-2017 Municipal Solid Waste Cooperative Reimbursement Contract between the Texas Commission on Environmental Quality and TCOG.
Michael Schmitz, GIS & Planning Program Manager – page 116
9. **GIS Interlocal Agreements for Cooke and Fannin counties and the cities of Gunter, Van Alstyne and Whitewright (PD):** Approve Interlocal agreements with Cooke and Fannin counties and the cities of Gunter, Van Alstyne and Whitewright for GIS services.
Michael Schmitz, GIS & Planning Program Manager – page 139
10. **FYE 2016 Budget Status Update (AF):** Accept recommendation, if any, regarding TCOG's FYE 2016 Budget.
Stacee Sloan, Finance Director – page 153

H. President's Report

I. Adjourn

APPROVAL



Stacee L. Sloan, Finance Director



Susan B. Thomas, PhD, Executive Director

AS: Aging Services Department
AF: Administration & Finance Department
CS: Client Services Department
PD: Planning & Development Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, October 9, 2015.



TCOG Governing Board Minutes
Hilton Garden Inn Event Center – APPROVED 10/15/2015
Thursday, September 17, 2015 – 5:30 p.m.

Members Present: Keith Clegg, Spanky Carter, Teresa Adams, Cary Wacker, Willie Johnson, Jeff Whitmire, Cecil Jones, Karla Metzler, and Frances West

- A. Keith Clegg called the meeting to order and declared a quorum at 5:30 p.m.
- B. Bill Lindsay provided the invocation. The pledge was made following the Board meeting at the Annual Event.
- C. Welcome Guests & Staff: Lisa Clegg, Allison Minton, Randy McBroom, Stacey Sloan, Bill Lindsay, Sean Norton, Judy Fullylove, CJ Durbin-Higgins, Judy Conner, Brenda Smith, and Susan Thomas.
- D. Karla Metzler and Frances West accepted the TCOG Governing Board Member pledge and were inducted as new Governing Board Members for 2015-2016.
- E. A motion was made by Spanky Carter to approve the meeting minutes for July 2015. This motion was seconded by Jeff Whitmire. Motion carried.
- F. Executive Director's Report
 - a. Dr. Thomas announced that the TCOG audit would be presented at the October board meeting and there were no findings reported.
- G. Consent
 - 1. A motion was made by Cary Wacker to approve the Consent Items. This motion was seconded by Teresa Adams. Motion carried.
- H. Action
 - 1. A motion was made by Cecil Jones to authorize Executive Director to execute contract with Texas health and Human Services (HHSC) for the 2-1-1 Information and Referral Program. This motion was seconded by Cary Wacker. Motion carried.
 - 2. A motion was made by Spanky Carter to authorize Executive Director to execute a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for CEAP funding. This motion was seconded by Cary Wacker. Motion carried.
 - 3. A motion was made by Cecil Jones to ratify the contract with the Texas Department of Housing and Community Affairs (TDHCA) for Recaptured CEAP funding to serve the East Texas counties of Delta, Franklin, Hopkins, Lamar, Rains, Red River and Titus. This motion was seconded by Jeff Whitmire. Motion carried.
 - 4. A motion was made by Cary Wacker to authorize the acceptance of the Texas Department of Aging and Disability Services (DADS) contract for Fiscal Years 2016 through 2019. This motion was seconded by Willie Johnson. Motion carried.
 - 5. A motion was made by Cary Wacker to approve membership and officers for the Texoma Regional Advisory Council (TRAC). This motion was seconded by Teresa Adams. Motion carried.
 - 6. A motion was made by Teresa Adams to approve revision of By-Laws of the Texoma Regional Advisory Council for the Area Agency on Aging. This motion was seconded by Karla Metzler. Motion carried.
 - 7. A motion was made by Spanky Carter to accept the FY2016-2017 Contract for 9-1-1 Service between Texoma Council of Governments and CSEC. This motion was seconded by Cary Wacker. Motion carried.
 - 8. A motion was made by Jeff Whitmire to approve the contract with Vista Com for the purchase and installation of Recorders in the following Public Safety Answering Points (PSAPs): Cooke County SO, Fannin County SO, Grayson County SO, Bonham PD, Gainesville PD, and Whitesboro PD. This motion was seconded by Cecil Jones. Motion carried.
 - 9. No action was taken regarding the FYE2016 Budget.
- I. President's Report
- J. Keith Clegg adjourned the meeting at 6:00 p.m.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- October 22, 2015 agenda is attached for review.

Electronic agendas are found at the following link:

https://ntmwd.com/meeting_agendas.html



NORTH TEXAS MUNICIPAL WATER DISTRICT

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

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, OCTOBER 22, 2015
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, October 22, 2015, at 4:00 p.m., at the **Hyatt Place Hotel, 5101 President George Bush Freeway, Garland, Texas 75040 (Salons 3 and 4).**

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

AGENDA¹

- I. **CALL TO ORDER**
- II. **INVOCATION** – DIRECTOR BILL LOFLAND
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG**
- V. **ROLL CALL AND CONFIRM QUORUM**
- VI. **PUBLIC COMMENTS**

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

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

VII. OPENING REMARKS

- A. Presentations of awards, recognitions, achievements, etc., of the District, Board Members, and staff
- B. President's Remarks concerning current events, conduct of meeting, posted agenda items, committee assignments, and related matters
- C. Executive Director's Status Report concerning legislation and regulatory matters, budgets, current projects and ongoing programs of the District including the Regional Water System, Regional Wastewater System, Regional Solid Waste System, Watershed Protection, and Water Conservation

VIII. CONSENT AGENDA ITEMS

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member or NTMWD staff member.

- A. Consider Approval of Board of Directors Planning Retreat Minutes – September 11, 2015
(Please refer to Consent Agenda Item No. 15-10-01)
- B. Consider Approval of Board of Directors Special Meeting Minutes – September 24, 2015
(Please refer to Consent Agenda Item No. 15-10-02)
- C. Consider Approval of Board of Directors Regular Meeting Minutes – September 24, 2015
(Please refer to Consent Agenda Item No. 15-10-03)
- D. Consider Approval of Board of Directors Special Meeting Minutes – September 28, 2015
(Please refer to Consent Agenda Item No. 15-10-04)
- E. Consider Authorizing Additional Engineering Services on Project No. 331, Custer Road Transfer Station Tipping Floor Improvements
(Please refer to Consent Agenda Item No. 15-10-05)
- F. Consider Authorizing Change Order No. 2 on Project No. 354, Wylie Water Treatment Chemical Systems Improvements, Phase 1A
(Please refer to Consent Agenda Item No. 15-10-06)
- G. Consider Authorizing Change Order No. 4 on Project No. 315, Dublin Relift Station Improvements
(Please refer to Consent Agenda item No. 15-10-07)
- H. Consider Authorizing Execution of Engineering Services Agreement on Project No. 403, Wylie-McKinney 24-Inch Waterline Steel Casing at FM 546
(Please refer to Consent Agenda Item No. 15-10-08)

- I. Consider Authorizing Additional Engineering Services on Project No. 339, Highway 5 (McKinney No. 4) Pump Station Site Preliminary Engineering
(Please refer to Consent Agenda Item No. 15-10-09)
- J. Consider Approval of Monthly Construction Report – September 2015
(Please refer to Consent Agenda Item No. 15-10-10)

IX. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **TABLED ITEM:** Consider Adoption of Resolution No. 15-31 Approving a Protocol for Conducting Meetings Among the Governing Bodies and Executive Staff of NTMWD's Member Cities to Address Matters of Common Concern to Member Cities
(Please refer to Administrative Memorandum No. 4515-1)
- B. Consider Authorizing Amendment to District Policy No. 34, NTMWD Identify Theft Prevention Program, and Adoption of Resolution No. 15-33 Approving NTMWD Identity Theft Prevention Program
(Please refer to Administrative Memorandum No. 4517)
- C. Consider Authorizing Amendment to District Policy No. 16, Investment Policy, and Adoption of Resolution No. 15-34 Approving NTMWD Investment Policy and Investment Strategy
(Please refer to Administrative Memorandum No. 4518)
- D. Consider Authorizing Execution of Amendment No. 2 to Construction Manager At-Risk Contract on Project No. 366, Lower Bois d'Arc Creek Reservoir Mitigation Property
(Please refer to Administrative Memorandum No. 4519)
- E. Consider Authorizing Additional Funding for Project No. 378, Lower Bois d'Arc Creek Reservoir Mitigation Property Archaeological Survey, Phase 2
(Please refer to Administrative Memorandum No. 4520)
- F. Consider Authorizing Right-of-Way Acquisition Program and Adoption of Resolution No. 15-37 Authorizing the Purchase of Right-of-Way for Project No. 388, Chapman Pipeline Repair at Hunt County Road 4301 and South Sulphur River
(Please refer to Administrative Memorandum No. 4521)
- G. Consider Authorizing Execution of Contract Amendments to Construction Manager At-Risk Contract on Project No. 269, Trinity River Main Stem Pump Station and Raw Water Pipeline
(Please refer to Administrative Memorandum No. 4522)
- H. Consider Adoption of Resolution No. 15-38 Authorizing Use of Construction Manager At-Risk Delivery Method Under Texas Government Code, Chapter 2269, for Wylie Water Treatment Plant IV – 70 MGD Expansion, Project No. 387
(Please refer to Administrative Memorandum No. 4523)

- I. Consider Authorizing Change Order No. 1 on Project No. 330, Wylie Water Treatment Plant II Clearwell and Disinfection Modifications
(Please refer to Administrative Memorandum No. 4524)
- J. Consider Authorizing Pre-Purchase of Pump Equipment for Project No. 363, High Service Pump Station 1-1 Mechanical Improvements
(Please refer to Administrative Memorandum No. 4525)
- K. Consider Authorizing Execution of Engineering Services Agreement on Project No. 404, Water Treatment Plant Residuals Monofill
(Please refer to Administrative Memorandum No. 4526)
- L. Consider Authorizing Execution of Engineering Services Agreement on Project No. 407, McKinney No. 1 to Princeton No. 1, 72-Inch and 24-Inch Pipeline
(Please refer to Administrative Memorandum No. 4527)
- M. Consider Authorizing Execution of Engineering Services Agreement on Project No. 406, Sludge Truck Weighing Facilities
(Please refer to Administrative Memorandum No. 4528)
- N. Consider Authorizing Right-of-Way Acquisition Program and Adoption of Resolution No. 15-35 Authorizing Use of Eminent Domain to Acquire Right-of-Way for Project No. 328, Rowlett Creek Wastewater Treatment Plant Peak Flow Management Improvements, Phase I
(Please refer to Administrative Memorandum No. 4529)
- O. Consider Authorizing Right-of-Way Acquisition Program and Adoption of Resolution No. 15-36 Authorizing Use of Eminent Domain to Acquire Right-of-Way for Project No. 319, Lower Rowlett Creek and Lower Cottonwood Creek Lift Station Improvements
(Please refer to Administrative Memorandum No. 4530)
- P. Consider Authorizing Execution of Engineering Services Agreement on Project No. 405, North McKinney Interceptor Improvements, Phase 2
(Please refer to Administrative Memorandum No. 4531)

X. ADJOURNMENT

SUBMITTED BY:



MELISA FULLER, Executive Assistant

DATE: 10/15/2015

POSTED BY: _____
DATE: _____
TIME: _____
LOCATION: _____



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: INFORMATIONAL ITEM – ZONING BOARD OF ADJUSTMENT

- The Zoning Board of Adjustment did not meet during the month of October 2015.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/other_boards_and_committees.php#revize_document_center_rz1512



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Second 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.
- Council approved first reading October 27, 2015.

ACTION: Approve or disapprove 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 27th day of October, 2015, and second reading on the 17th 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 17th DAY OF NOVEMBER, 2015.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: November 17, 2015

SUBJECT: First reading to consider, discuss and act upon an ordinance amending boards, committees and commissions requiring an annual report to the City Council; change timing for election of officers; requiring meetings to be held minimally once per quarter and amend residency requirements for the Library/Civic Center Board

- An ordinance is attached for review.

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # 2015-1201-001**

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 2, "ADMINISTRATION," BY AMENDING ARTICLE III – "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES," BY AMENDING DIVISION 1, "GENERALLY," BY ADDING A NEW SECTION 2-50 REQUIRING THE MEMBERS OF SUCH BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES AS ARE APPOINTED BY THE CITY COUNCIL TO PROVIDE AN ANNUAL REPORT TO THE CITY COUNCIL, BY AMENDING CERTAIN SECTIONS OF DIVISIONS 2 THROUGH 7 REGARDING THE LIBRARY/CIVIC CENTER BOARD, CAPITAL IMPROVEMENTS ADVISORY COMMISSION, SENIOR CITIZEN ADVISORY COMMITTEE, PLANNING AND ZONING COMMISSION, BUILDING AND PROPERTY STANDARDS COMMISSION AND THE PARKS AND RECREATION BOARD, RESPECTIVELY, TO CHANGE THE TIMING FOR ELECTION OF OFFICERS, REQUIRE AT LEAST ONE MEETING THEREOF EACH QUARTER, AND CHANGE THE RESIDENCY REQUIREMENTS FOR CERTAIN OF SUCH BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Farmersville ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") finds and determines that amending Chapter 2, "Administration," by amending Article III – "Boards, Authorities, Commissions and Committees," by amending Division 1, "Generally," by adding a new Section 2-50 requiring the members of such boards, authorities, commissions and committees as are appointed by the City Council to provide an annual update to the City Council, by amending certain sections of Divisions 2 through 7 regarding the Library/Civic Center Board, Capital Improvements Advisory Commission, Senior Citizen Advisory Committee, Planning and Zoning Commission, Building and Property Standards Commission and the Parks and Recreation Board, respectively, as set forth herein-below to change the timing for election of officers, require at least one meeting thereof each quarter, and change the residency requirements for certain of such boards, authorities, commissions and committees 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 2, "ADMINISTRATION," BY AMENDING ARTICLE III – "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES," BY AMENDING DIVISION 1, "GENERALLY," BY ADDING A NEW SECTION 2-50 REQUIRING THE MEMBERS OF SUCH BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES AS ARE APPOINTED BY THE CITY COUNCIL TO PROVIDE AN ANNUAL REPORT TO THE CITY COUNCIL

From and after the effective date of this Ordinance, Article III, "Boards, Authorities, Commissions and Committees," of Chapter 2 of the Code of Ordinances, City of Farmersville, Texas ("Farmersville Code"), is hereby amended to add a new Section 2-50 to read as follows:

"ARTICLE III. - BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES

Sec. 2-50. - Report to City Council.

At least one time each year, the members of every Board, Commission, Committee or Corporation of the City, all or part of whose members are appointed by the Farmersville City Council, shall appear before the City Council at a public meeting designated for such purpose and report to the City Council regarding the following matters and any other matters pertinent to smooth and efficient operation: (a) the activities and work of the Board, Commission, Committee or Corporation since the date of its last report to the City Council; (b) the body's short-term and long-term mission, plans and goals; (c) any potential challenges or concerns within the body's area(s) of responsibility or oversight; and, (d) any suggestions regarding the membership and operation of said Board, Commission, Committee or Corporation including, but not limited to, requests for assistance, staffing, funding or training."

SECTION 3: AMENDING CERTAIN SECTIONS OF DIVISIONS 2 THROUGH 7 REGARDING THE LIBRARY/CIVIC CENTER BOARD, CAPITAL IMPROVEMENTS ADVISORY COMMISSION, SENIOR CITIZEN ADVISORY COMMITTEE, PLANNING AND ZONING COMMISSION, BUILDING AND PROPERTY STANDARDS COMMISSION AND THE PARKS AND RECREATION BOARD, RESPECTIVELY, AS SET FORTH HEREIN-BELOW TO CHANGE THE TIMING FOR ELECTION OF OFFICERS, REQUIRE QUARTERLY MEETINGS, AT A MINIMUM, AND

CHANGE THE RESIDENCY REQUIREMENTS FOR CERTAIN OF SUCH BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES

- A. From and after the effective date of this Ordinance, Division 2, "Library/Civic Center Board," is hereby amended by deleting Sections 2-73, "Composition," 2-77, "Providing for Officers," and 2-78, "Meetings," in their entirety and adopting new Sections 2-73, 2-77 and 2-78 having the same name as before to read as follows:

"Sec. 2-73 – Composition.

The membership of the library/civic center board shall be composed of five members appointed by the City Council. All members of the board shall reside in the city and/or within the Farmersville Independent School District for at least one year immediately preceding the date of appointment. The members of the board shall serve without compensation. No more than two of said members shall reside outside of the city's corporate limits.

Sec. 2-77 – Providing for officers.

The board shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the board by the City Council. The board may create other leadership positions for its members as it deems necessary to perform its function as a library/civic center board. (This provision is not intended to, and shall not operate so as to, allow the board to appoint new members or otherwise increase the membership of the board.)

Sec. 2-78 – Meetings.

The board shall meet at least one time each quarter of the year for the purpose of conducting the board's business. Meetings shall be called by the chairman or at the request of the City Manager. Meetings shall be noticed and conducted in accordance with the Texas Open Meetings Act. A majority of the total membership of the Board shall constitute a quorum."

- B. From and after the effective date of this Ordinance, Division 3, "Capital Improvements Advisory Commission," is hereby amended by deleting Section

2-108, "Meetings," in its entirety and adopting a new Section 2-108 that is entitled "Officers; Meetings," to read as follows:

"Sec. 2-108. – Officers; Meetings.

- (a) *Officers.* The CIAC shall meet no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the planning and zoning commission and any ad hoc members to the CIAC by the City Council; and appoint one of its members as chairperson, who shall hold office as chairperson for such term as the CIAC shall designate. The CIAC may also elect a vice-chairperson who shall act as chair in the absence of the chairperson.
- (b) *Meetings.* Meetings of the CIAC shall be called at the direction of the city council, city manager and/or city engineer as necessary to perform those duties required by Texas Local Government Code Chapter 395 and such other duties as may be delegated to the CIAC by the City Council. The CIAC shall meet a minimum of two times per year to consider, discuss and act on semiannual reports regarding the performance of the city's impact fee program."

- C. From and after the effective date of this Ordinance, Division 4, "Senior Citizens Advisory Committee," is hereby amended by deleting Sections 2-141, "Providing for Officers," and 2-142, "Meetings," in their entirety and adopting new Sections 2-141 and 2-142 having the same name as before to read as follows:

"Sec. 2-141. - Providing for officers.

The committee shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the committee by the City Council. The committee may create other leadership positions for its members as it deems necessary to perform its function as a senior citizen advisory committee. (This provision is not intended to, and shall not operate so as to, allow the committee to appoint new members or otherwise increase the membership of the committee.)

Sec. 2-142. - Meetings.

The committee shall meet at least one time each quarter of the year for the purpose of conducting the committee's business. Meetings shall be called by the chairman or at the request of the City Manager. Meetings shall be noticed and conducted in accordance with the Texas Open Meetings Act requirements. A majority of the total membership of the Board shall constitute a quorum."

- D. From and after the effective date of this Ordinance, Division 5, "Planning and Zoning Commission," is hereby amended by adding a new paragraph (a) entitled "Organization" to Section 2-173, "Organization and Meetings," to read as follows:

"(a) *Organization.* The commission shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the commission by the City Council."

- E. From and after the effective date of this Ordinance, Division 6, "Building And Property Standards Commission," is hereby amended by deleting Sections 2-197, "Providing for Officers," and 2-198, "Meetings," in their entirety and adopting new Sections 2-197 and 2-198 having the same name as before to read as follows:

"Sec. 2-197. - Providing for officers.

The commission shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the commission by the City Council.

Sec. 2-198. - Meetings.

The commission shall meet at least one time each quarter of the year for the purpose of conducting the committee's business. Meetings shall be called at the request of the city manager. Meetings shall be noticed and conducted in accordance with the Texas Open Meetings Act. A quorum shall consist of at least four members."

- F. From and after the effective date of this Ordinance, Division 7, "Parks And Recreation Board," is hereby amended by deleting Sections 2-218, "Officers,"

and 2-219, "Meetings," in their entirety and adopting new Sections 2-218 and 2-219 having the same name as before to read as follows:

"Sec. 2-218. –Officers.

The board shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the board by the City Council. The board may create other leadership positions for its members as it deems necessary to perform its function as a parks and recreation board. (This provision is not intended to, and shall not operate so as to, allow the board to appoint new members or otherwise increase the membership of the board.)

Sec. 2-219. - Meetings.

The board shall meet at least one time each quarter of the year for the purpose of conducting the board's business. Meetings shall be called by the chairman or at the request of the City Manager. Meetings shall be noticed and conducted in accordance with the Texas Open Meetings Act. A majority of the total membership of the Board shall constitute a quorum."

SECTION 4: REPEALER

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

SECTION 5: SEVERABILITY

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

SECTION 6: 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 17th day of November, 2015, and second reading on the 1st day of December, 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 1st DAY OF DECEMBER, 2015.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Only reading to consider, discuss and act upon an ordinance amending the 2015-2016 budget regarding the purchase of 2 police vehicles

- An ordinance is attached for review.

ACTION: Approve or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE O-2015-1117-003**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2015 – 2016 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2015 – 2016; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2015 – 2016; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2015 – 2016 budget to adopt the proposed amendment to the budget of the revenues and expenditures from a designated Interest and Sinking Account to allow the funding of capital expenditures to include the purchase of two (2) police vehicles for the Police Department.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2015 – 2016 that are attached hereto as Exhibit “A” and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2015 – 2016 is hereby accordingly so amended and the amended budget for Fiscal Year 2015 – 2016 adopted.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER

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

resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. ENGROSSMENT AND ENROLLMENT

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

SECTION 5. SAVINGS

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

SECTION 6. EFFECTIVE DATE

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

PASSED on first reading and only reading on the 17th day of November, 2015 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 17th DAY OF NOVEMBER, 2015.

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

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

2015-2016 BUDGET/REVISION (1) 11-13-2015

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 442,603	\$ 1,649,849	\$ 3,201,092	\$ 1,388,960	\$ 442,603
Fund Balance Amendments	\$ 442,603		\$ 79,516		\$ 442,603
<u>Police Car Lease 2015-2016</u>					
<u>Funds are available to cover expenses</u>					
<u>by Law. Funds will not expend during</u>					
<u>this current budget year.</u>					



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Only reading to consider, discuss and act upon an ordinance creating a Constitutional Sinking Fund regarding the purchase of 2 police vehicles

- An ordinance is attached for review.

ACTION: Approve or deny the ordinance as presented.

**CITY OF FARMERSVILLE, TEXAS
ORDINANCE NO. # O-2015-1117-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ESTABLISHING A PAYMENT SINKING FUND FOR THE FUNDING OF THE PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 7190, WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURCHASE OF TWO POLICE VEHICLES; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SUCH OBLIGATION; PLEDGING SUCH FOR THE PAYMENT OF SAID AMOUNT; CONTAINING OTHER INCIDENTAL AND RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has contemporaneously with the final approval of this Ordinance entered into Public Property Finance Act Contract No. 7190 ("Agreement") with GCC relative to the purchase of the police vehicle; and

WHEREAS, the term of that Agreement extends beyond the current (2015-2016) fiscal year, and terminates during the 2018-2019 fiscal year with the last payment being due and payable thereunder on or about March 30, 2018; and

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

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

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

SECTION 1: FINDINGS INCORPORATED

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

SECTION 2: PAYMENT SINKING FUND ESTABLISHED

From and after the effective date of this Ordinance, the City's Chief Financial Officer is hereby directed to create and maintain, through March 30, 2018, unless said Agreement is

terminated pursuant to its terms before such date, a Payment Sinking Fund for the payment of the debt created by such Agreement. The Payment Sinking Fund shall consist of the interest on the debt created by the Agreement plus two percent (2%) of the Agreement amount due and owing to GCC, as required by the Texas Constitution and as reflected in Section 3 of the Agreement.

SECTION 3: ANNUAL ASSESSMENT AND COLLECTION

The proceeds placed into the Payment Sinking Fund, for the current fiscal year (2015-2016) and succeeding fiscal years shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the Employment Agreement during any budget year.

SECTION 4: CHIEF FINANCIAL OFFICER TO DOCUMENT

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

SECTION 5: SEVERABILITY CLAUSE

Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 6: REPEALER CLAUSE

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

SECTION 7: Effective Date

This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

PASSED on first and only reading on the 17th 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 17th DAY OF NOVEMBER, 2015.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

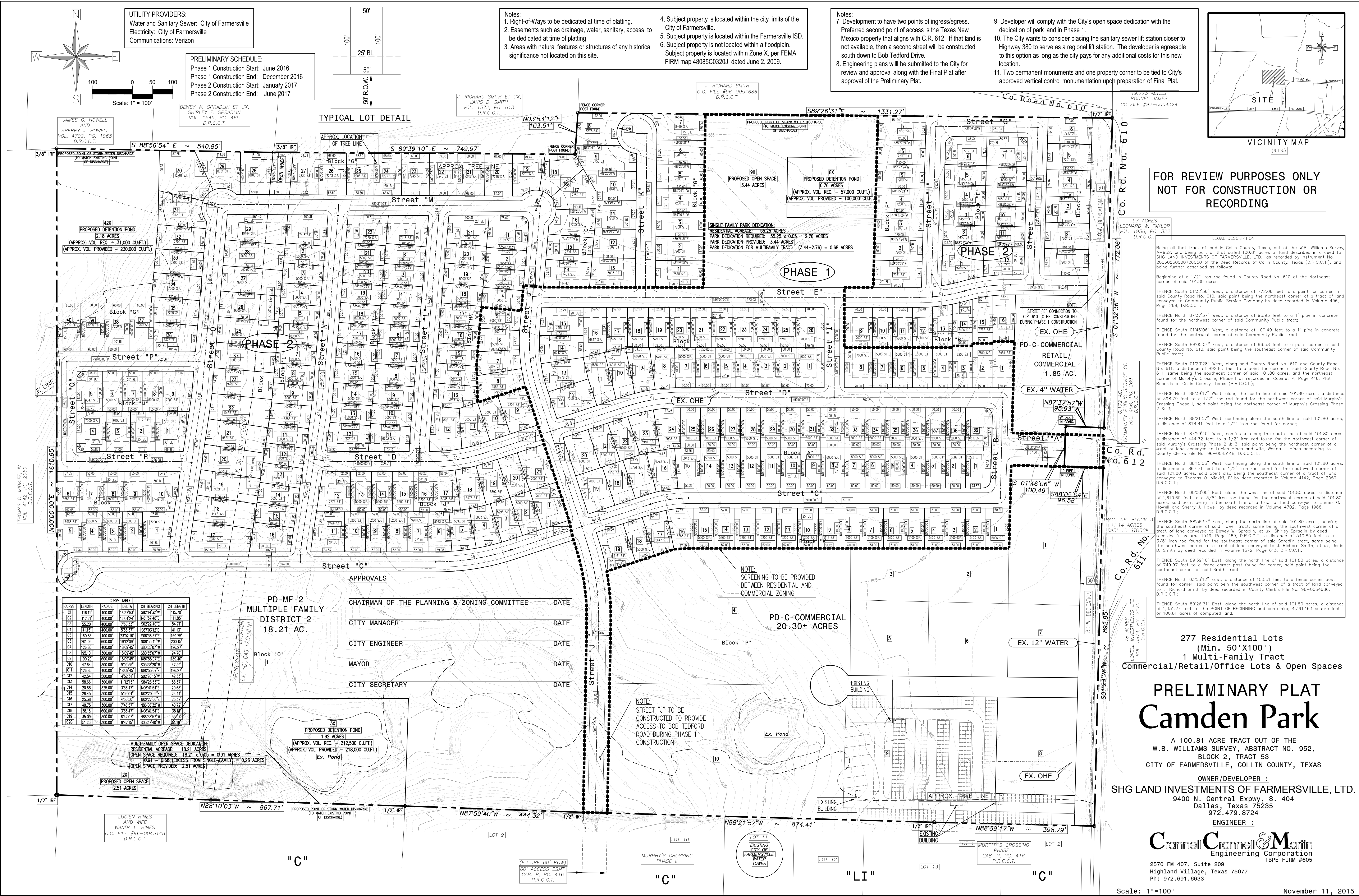
FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon a Preliminary Plat for Camden Park, a Planned Development, containing approximately 100.81 acres of land in the W.B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas

- A plat and updated zoning map is attached for review.

ACTION: Approve or disapprove the Preliminary Plat as presented.



UTILITY PROVIDERS:
Water and Sanitary Sewer: City of Farmersville
Electricity: City of Farmersville
Communications: Verizon

PRELIMINARY SCHEDULE:
Phase 1 Construction Start: June 2016
Phase 1 Construction End: December 2016
Phase 2 Construction Start: January 2017
Phase 2 Construction End: June 2017

DEWEY W. SPRADLIN ET UX,
SHIRLEY E. SPRADLIN
VOL. 1549, PG. 465
D.R.C.C.T.

JAMES G. HOWELL
AND
SHERRY J. HOWELL
VOL. 4702, PG. 1968
D.R.C.C.T.

J. RICHARD SMITH ET UX,
JANIS D. SMITH
VOL. 1572, PG. 613
D.R.C.C.T.

J. RICHARD SMITH
C.C. FILE #96-0054686
D.R.C.C.T.

19.773 ACRES
RODNEY JAMES
CC FILE #92-0004324

57 ACRES
LEONARD W. TAYLOR
VOL. 1936, PG. 322
D.R.C.C.T.

0.172 AC
COMMUNITY PUBLIC SERVICE CO.
VOL. 456, PG. 269
D.R.C.C.T.

1.14 ACRES
OVELL INVESTMENTS LTD.
VOL. 508, PG. 2175
D.R.C.C.T.

78 ACRES
OVELL INVESTMENTS LTD.
VOL. 508, PG. 2175
D.R.C.C.T.

1.14 ACRES
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VOL. 508, PG. 2175
D.R.C.C.T.

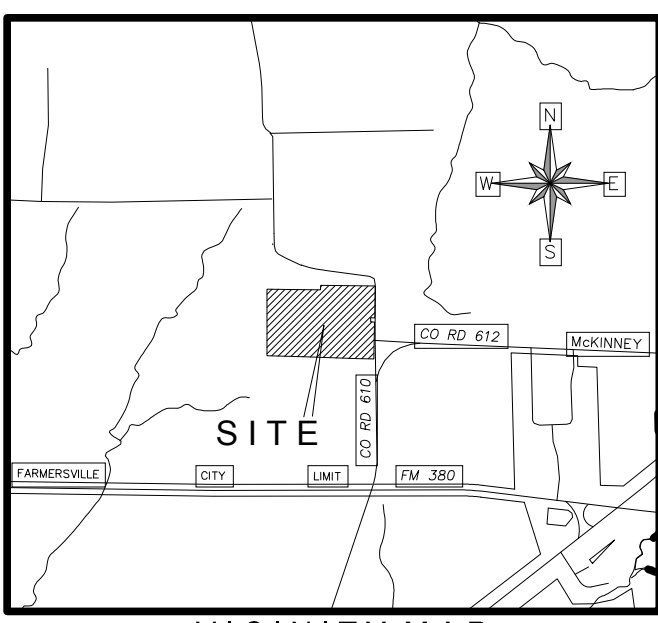
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VOL. 508, PG. 2175
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VOL. 508, PG. 2175
D.R.C.C.T.

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VOL. 508, PG. 2175
D.R.C.C.T.



FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION OR
RECORDING

LEGAL DESCRIPTION

Being all that tract of land in Collin County, Texas, out of the W.B. Williams Survey, A-4852, and being part of that called 100.81 acres of land described as a deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded by Instrument No. 20060520000726050 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 southeast corner of said Community Public tract;

THENCE South 88°05'04" East, a distance of 96.58 feet to a point for 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 (D.R.C.C.T.);

THENCE North 87°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 Clerk's 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, Sherry J. Howell 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.

277 Residential Lots
(Min. 50'X100')
1 Multi-Family Tract
Commercial/Retail/Office Lots & Open Spaces

PRELIMINARY PLAT Camden Park

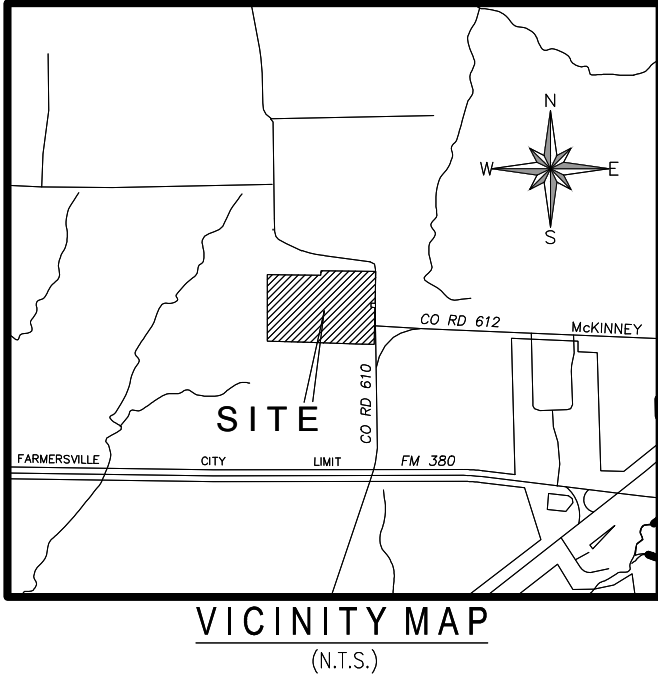
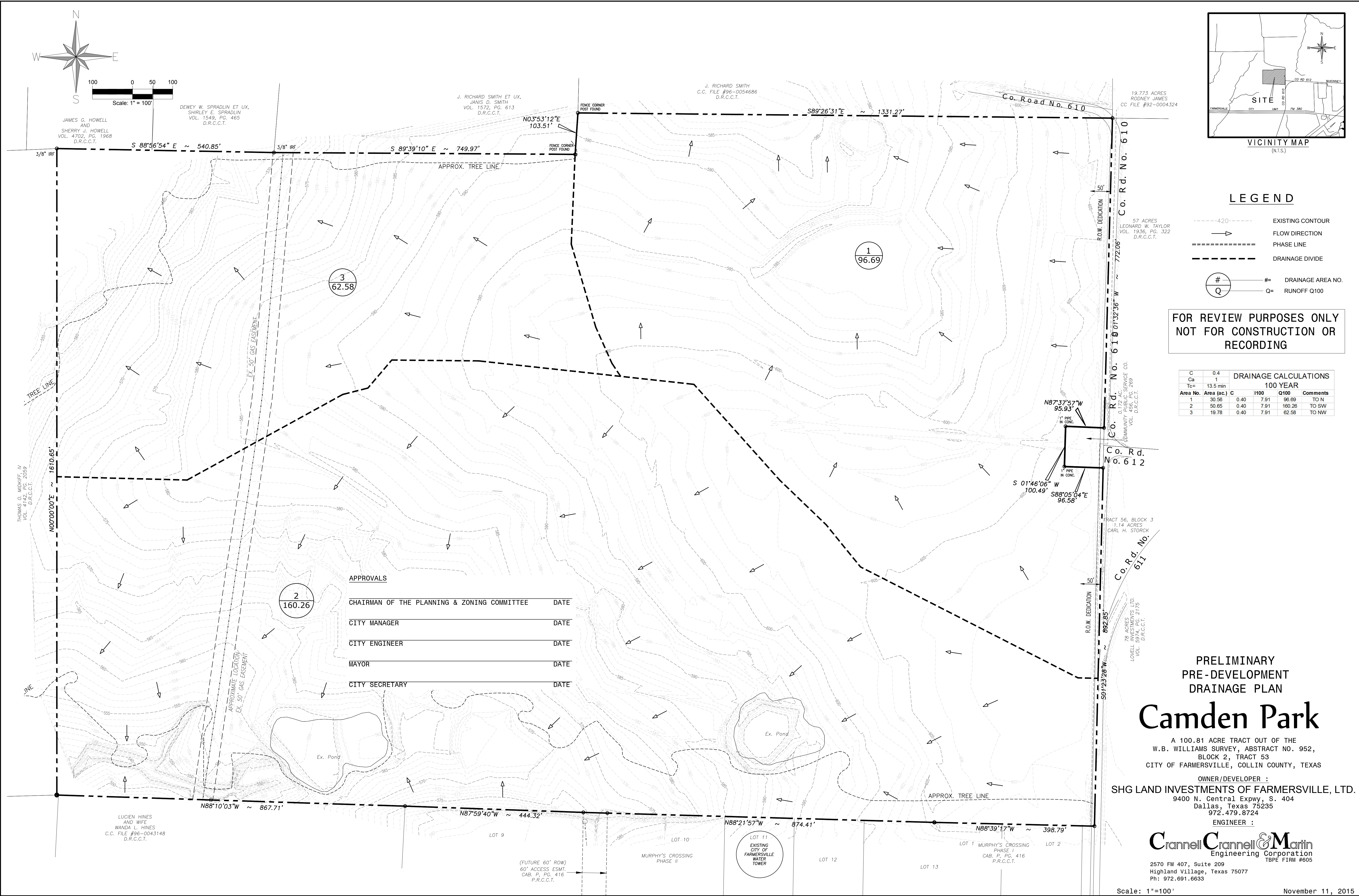
A 100.81 ACRE TRACT OUT OF THE
W.B. WILLIAMS SURVEY, ABSTRACT NO. 952,
BLOCK 2, TRACT 53
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

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

C Crannell & Martin
Engineering Corporation
TBPE FIRM #605

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633





LEGEND

- 420 --- EXISTING CONTOUR
- FLOW DIRECTION
- PHASE LINE
- DRAINAGE DIVIDE
- # DRAINAGE AREA NO.
- Q= RUNOFF Q100

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION OR
RECORDING

C	0.4	DRAINAGE CALCULATIONS			
Ca	1	100 YEAR			
Tc=	13.5 min				
Area No.	Area (ac.)	C	I100	Q100	Comments
1	30.56	0.40	7.91	96.69	TO N
2	50.65	0.40	7.91	160.26	TO SW
3	19.78	0.40	7.91	62.58	TO NW

APPROVALS

CHAIRMAN OF THE PLANNING & ZONING COMMITTEE	DATE
CITY MANAGER	DATE
CITY ENGINEER	DATE
MAYOR	DATE
CITY SECRETARY	DATE

PRELIMINARY
PRE-DEVELOPMENT
DRAINAGE PLAN

Camden Park

A 100.81 ACRE TRACT OUT OF THE
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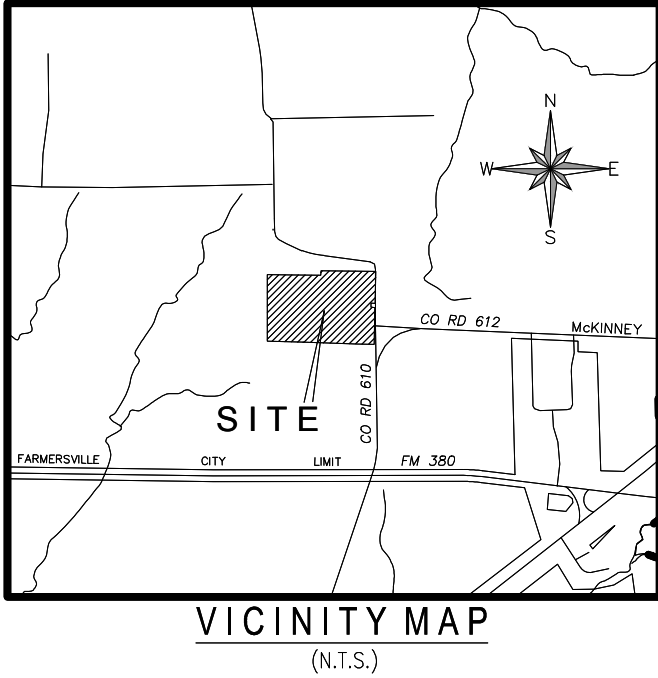
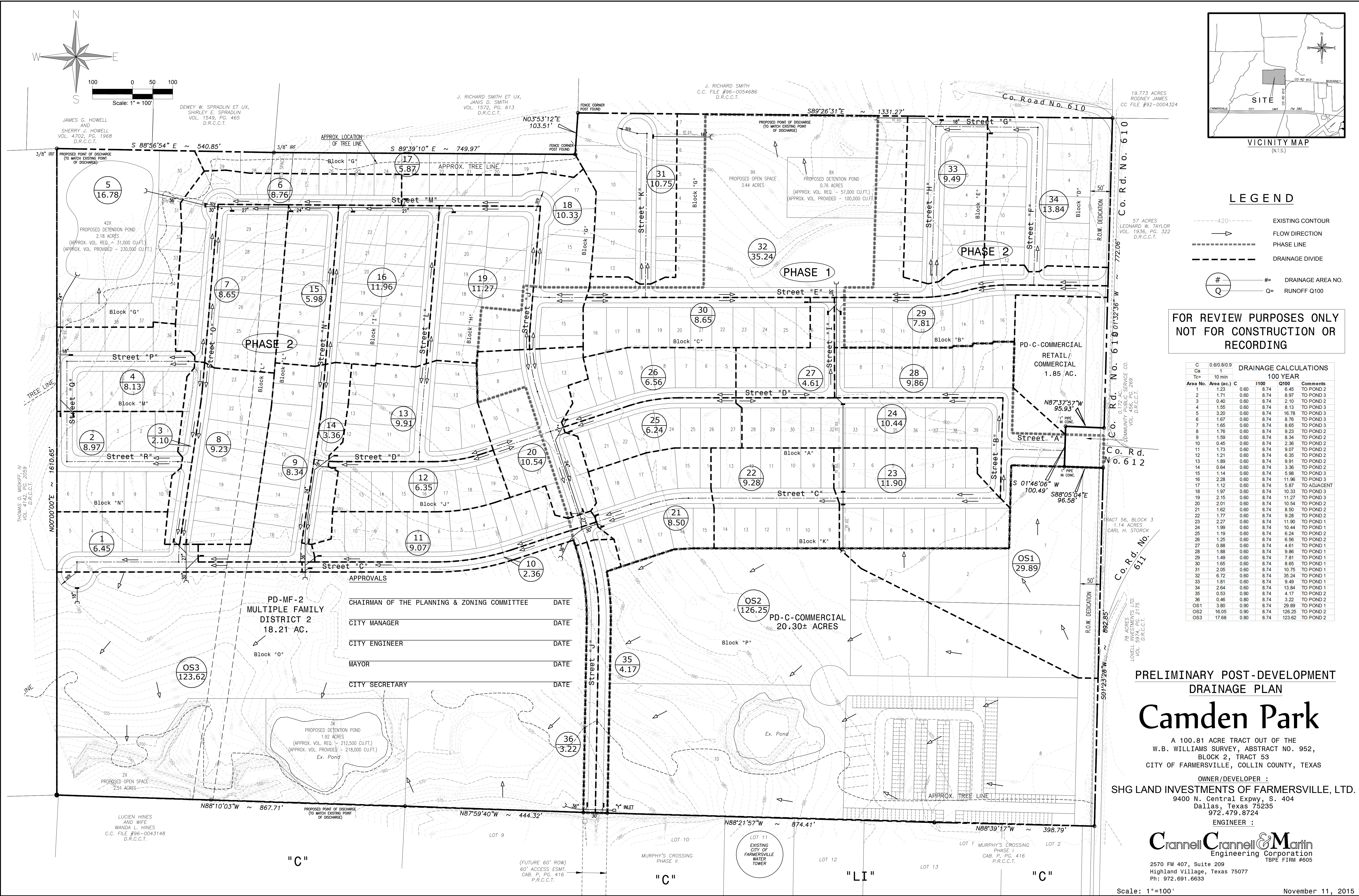
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2570 FM 407, Suite 209
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Scale: 1"=100'

November 11, 2015



LEGEND

- 420 --- EXISTING CONTOUR
- FLOW DIRECTION
- - - - - PHASE LINE
- - - - - DRAINAGE DIVIDE
- # DRAINAGE AREA NO.
- Q= RUNOFF Q100

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION OR
RECORDING

C		0.60	0.8	0.9	1		DRAINAGE CALCULATIONS		100 YEAR	
Area No.	Area (ac.)	C	I100	Q100	Comments					
1	1.23	0.60	8.74	6.45	TO POND 2					
2	1.71	0.60	8.74	8.97	TO POND 3					
3	0.40	0.60	8.74	2.10	TO POND 2					
4	1.55	0.60	8.74	8.13	TO POND 3					
5	3.20	0.60	8.74	16.78	TO POND 3					
6	1.67	0.60	8.74	8.76	TO POND 3					
7	1.65	0.60	8.74	8.65	TO POND 3					
8	1.76	0.60	8.74	9.23	TO POND 2					
9	1.59	0.60	8.74	8.34	TO POND 2					
10	0.45	0.60	8.74	2.36	TO POND 2					
11	1.73	0.60	8.74	9.07	TO POND 2					
12	1.21	0.60	8.74	6.35	TO POND 2					
13	1.89	0.60	8.74	9.91	TO POND 2					
14	0.64	0.60	8.74	3.36	TO POND 2					
15	1.14	0.60	8.74	5.98	TO POND 3					
16	2.28	0.60	8.74	11.96	TO POND 3					
17	1.12	0.60	8.74	5.87	TO ADJACENT					
18	1.97	0.60	8.74	10.33	TO POND 3					
19	2.15	0.60	8.74	11.27	TO POND 3					
20	2.01	0.60	8.74	10.54	TO POND 2					
21	1.62	0.60	8.74	8.50	TO POND 2					
22	1.77	0.60	8.74	9.28	TO POND 2					
23	2.27	0.60	8.74	11.90	TO POND 1					
24	1.99	0.60	8.74	10.44	TO POND 1					
25	1.19	0.60	8.74	6.24	TO POND 2					
26	1.25	0.60	8.74	6.56	TO POND 2					
27	0.88	0.60	8.74	4.61	TO POND 1					
28	1.88	0.60	8.74	9.86	TO POND 1					
29	1.49	0.60	8.74	7.81	TO POND 1					
30	1.65	0.60	8.74	8.65	TO POND 1					
31	2.05	0.60	8.74	10.75	TO POND 1					
32	6.72	0.60	8.74	35.24	TO POND 1					
33	1.81	0.60	8.74	9.49	TO POND 1					
34	2.64	0.60	8.74	13.84	TO POND 1					
35	0.53	0.90	8.74	4.17	TO POND 2					
36	0.46	0.80	8.74	3.22	TO POND 2					
OS1	3.80	0.90	8.74	29.89	TO POND 1					
OS2	16.05	0.90	8.74	126.25	TO POND 2					
OS3	17.68	0.80	8.74	123.62	TO POND 2					

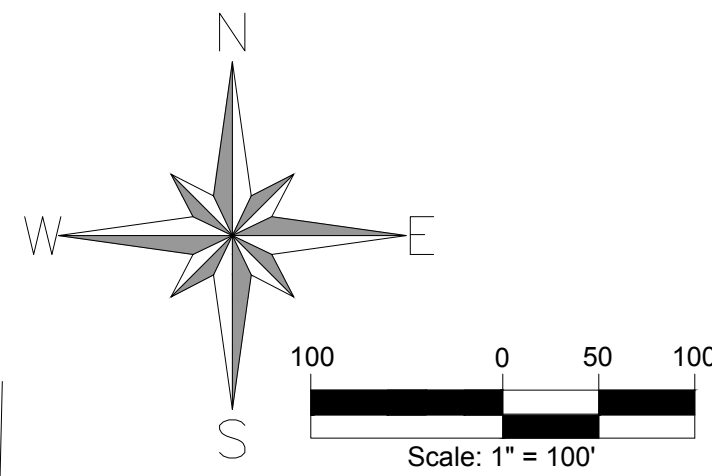
PRELIMINARY POST-DEVELOPMENT
DRAINAGE PLAN

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



JAMES G. HOWELL
AND
SHERRY J. HOWELL
VOL. 4702, PG. 1968
D.R.C.C.T.

DEWEY W. SPRADLIN ET UX,
SHIRLEY E. SPRADLIN
VOL. 1549, PG. 465
D.R.C.C.T.

J. RICHARD SMITH ET UX,
JANIS D. SMITH
VOL. 1572, PG. 613
D.R.C.C.T.

J. RICHARD SMITH
C.C. FILE #96-0054686
D.R.C.C.T.

19.773 ACRES
RODNEY JAMES
CC FILE #92-0004324

57 ACRES
LEONARD W. TAYLOR
VOL. 1936, PG. 322
D.R.C.C.T.

0.172 AC.
COMMUNITY PUBLIC SERVICE CO.
VOL. 456, PG. 269
D.R.C.C.T.

TRACT 56, BLOCK 3
1.14 ACRES
CARL H. STORCK
VOL. 598, PG. 2175
D.R.C.C.T.

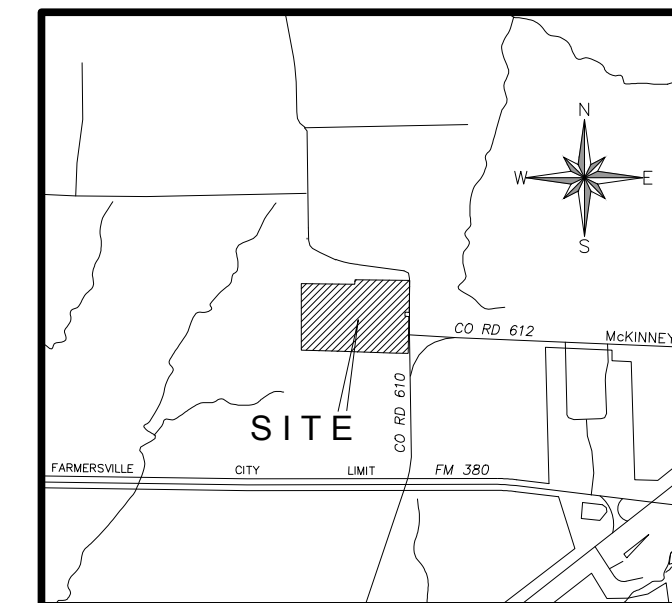
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Scale: 1"=100'

November 11, 2015



VICINITY MAP
(N.T.S.)

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION OR
RECORDING

Legend

- Prop. Water
- Prop. San. Sewer
- Prop. F.H.
- Prop. S.S. M.H.
- Phase Line
- Prop. Force Main
- U.E. Utility Easement
- D.E. Drainage Easement
- W.M.U.E. Water Main Util. Esmt.
- D.U.E. Drain. & Util. Esmt.

PRELIMINARY WATER & SANITARY SEWER

Camden Park

A 100.81 ACRE TRACT OUT OF THE
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BLOCK 2, TRACT 53
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

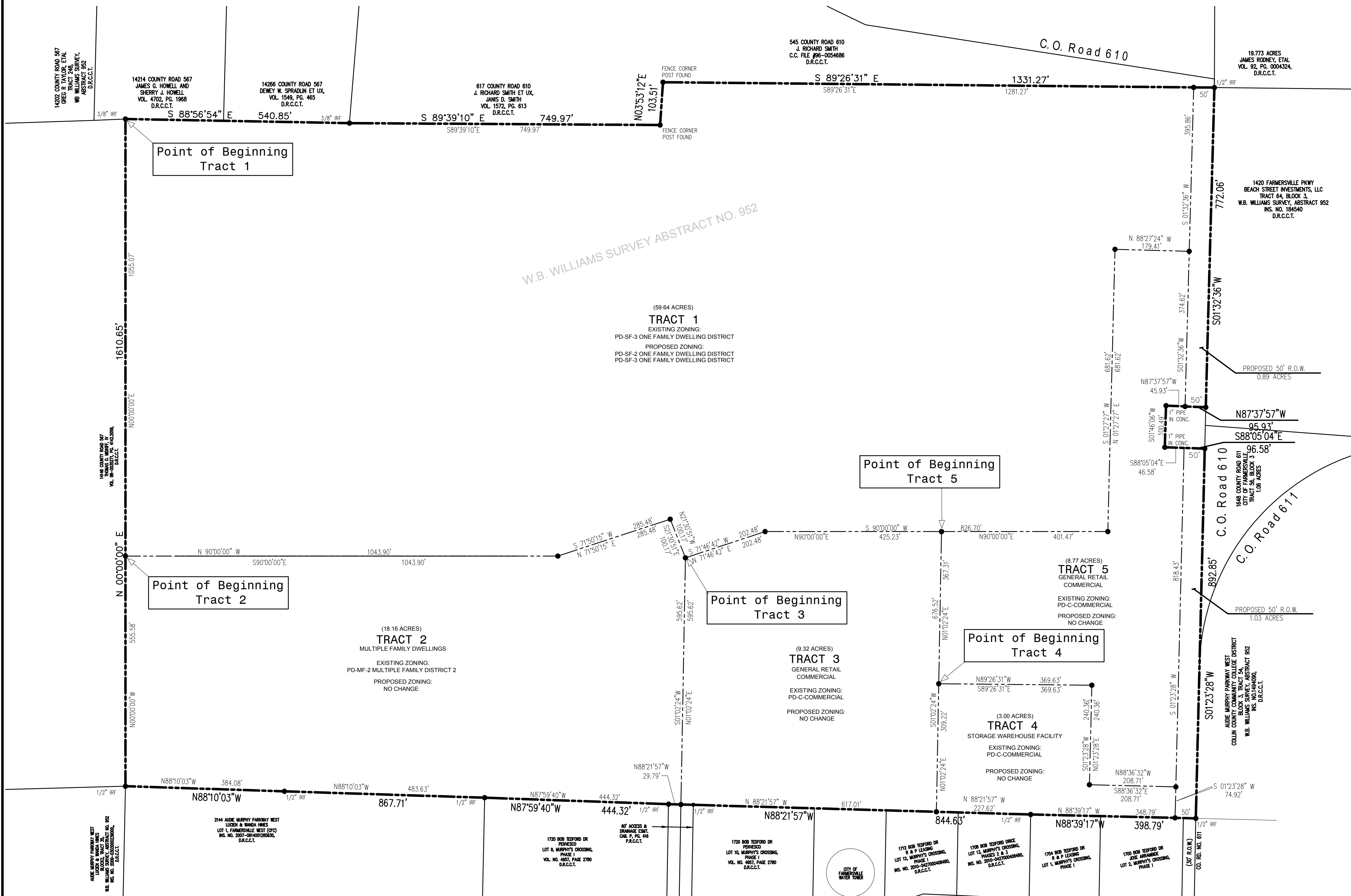
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November 11, 2015



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 75 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 (General Retail, C):

- No zoning change

Tract 4 (Storage Warehouse Facility, C):

- No zoning change

Tract 5 (General Retail, C):

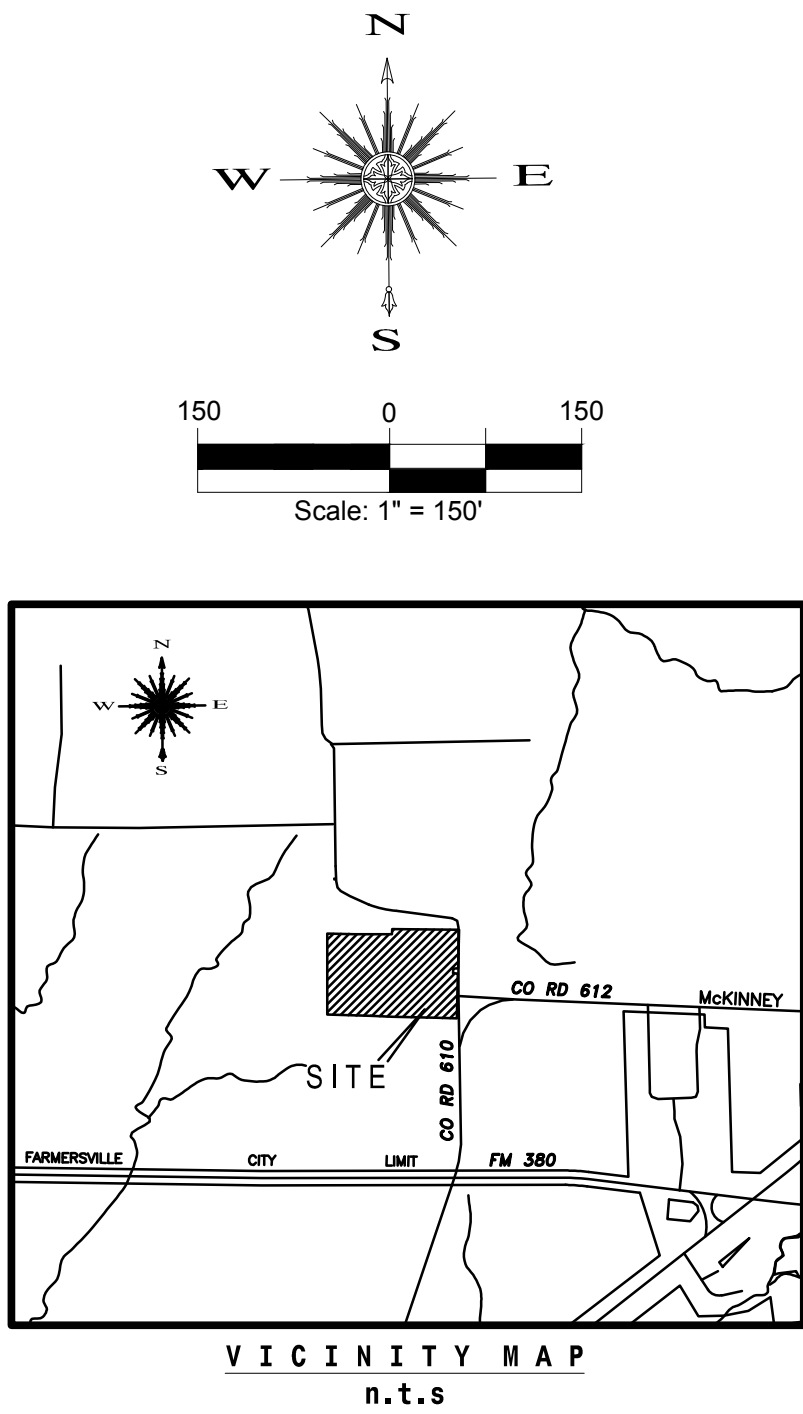
- No zoning change

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
General Retail (C)	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,
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CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER :
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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

Scale: 1"=150'

November 10, 2015



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon a lease purchase through Caterpillar Financial Services for 2 Caterpillar Backhoes

- A lease purchase agreement through Caterpillar Financial Services is attached for review.
- A resolution required through Caterpillar Financial Services is attached for review.

ACTION: Approve or disapprove contract/resolution as presented.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 2739420 Quote Number 4903352



These documents were prepared especially for:

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

Dealer: HOLT TEXAS, LTD, E140
Date: 10/26/2015 Time: 2:05 PM
Comments:

Customer Executed Documents

Comments

- ☐ Lease Purchase Document
- ☐ Delivery Certification
- ☐ Insurance Verification
- ☐ 8038G or 8038GC
- ☐ Advance Payment (cross out if N/A)
- ☐ Customer Information Verification
- ☐ Tax Exemption Certificate
- ☐ Any necessary Riders/Amendments
- ☐ Lessee's Resolution + Minutes of Meeting **OR**
- ☐ Opinion of Lessee's Counsel
- ☐ Copy of Driver's License (Sole Proprietorships and Individuals)

Dealer Executed Documents

Comments

- ☐ Purchase Agreement
- ☐ Dealer Invoice
- ☐ All Credit Conditions Met

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



Governmental Equipment Lease-Purchase Agreement
Transaction Number 2739420



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 420F2IT Caterpillar Backhoe Loader	HWD00449	\$1,173.13	\$46,133.13	
(1) New 420F2IT Caterpillar Backhoe Loader	HWD00450	\$1,173.13	\$46,133.13	

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$2,346.26 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of \$2,346.26 each, and the last payment is in the amount of \$92,266.26 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.20% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. Title; Return of Units Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE
CITY OF FARMERSVILLE

Signature _____

Name (print) _____

Title _____

Date _____

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file	Please make corrections here
Customer Name: CITY OF FARMERSVILLE	
Physical Address: 205 S MAIN	
FARMERSVILLE, TX 75442	
Mailing Address: 205 S MAIN	
FARMERSVILLE, TX 75442	
Equipment Location: 205 S MAIN	
FARMERSVILLE, TX 75442, COLLIN	
Business Phone: (972)782-6151	
E-mail Address: DHAMLIN@FARMERSVILLETX.COM	
Accounts Payable Contact Name and Phone:	
Tax Information	
Sales Tax Rate: 0	
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)	
City Limits	Asset outside the City Limits? Yes___ No___

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt*
☐ Non-Exempt

***A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

- ☐ ALL CONTRACTS
☐ THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

Customer Initials

Data Privacy Notice: This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Texas (the "State") authorize **CITY OF FARMERSVILLE** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)

Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF FARMERSVILLE, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____

Title: _____

Date: _____

Verification of Insurance

Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2739420 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 420F2IT	Caterpillar Backhoe Loader	HWD00449		\$103,111.00
2. 420F2IT	Caterpillar Backhoe Loader	HWD00450		\$103,111.00

SIGNATURES

LESSEE

CITY OF FARMERSVILLE

Signature _____

Name (print) _____

Title _____

Date _____



**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2739420) (the "Lease")
Between CITY OF FARMERSVILLE("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (iii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____

Date: _____

Signature: _____

Address: _____

Title: _____



Amendment to Governmental Lease-Purchase Agreement (Texas)
Transaction Number 2739420



This Amendment (the "Amendment"), dated _____ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE:

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. Annual Right of Termination. You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

CITY OF FARMERSVILLE

Signature _____

Name (print) _____

Title _____

Date _____



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:
\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: **\$0.00**



APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 420F2IT	Caterpillar Backhoe Loader	HWD00449			\$6,125.00	\$116.15
2. 420F2IT	Caterpillar Backhoe Loader	HWD00450			\$6,125.00	\$116.15

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$12,250.00, which is \$2,450.00 per year based upon the total equipment value of \$206,222.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of \$232.30 per scheduled equipment payment. The finance charge is calculated at 3.20% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$2,450.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CITY OF FARMERSVILLE

Dealer Name: HOLT TEXAS, LTD

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____

Name (PRINT): _____

Title: _____

Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



Meeting Minutes

HOLT TEXAS, LTD
HOLT AVE @ SOUTH W W WHITE RD
P.O. BOX 207916
SAN ANTONIO TX 782207916

Reference:

CITY OF FARMERSVILLE

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



This Purchase Agreement is between **HOLT TEXAS, LTD** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 420F2IT New Caterpillar Backhoe Loader	HWD00449		\$0.00	\$103,111.00
(1) 420F2IT New Caterpillar Backhoe Loader	HWD00450		\$0.00	\$103,111.00

Lessee:
CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE TX 75442

Subtotal	\$206,222.00
Federal Excise Tax	0.00
Other Tax	0.00
Total Purchase Price	\$206,222.00
Unit(s) Delivery Point:	
205 S MAIN, FARMERSVILLE, TX 75442, COLLIN	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

HOLT TEXAS, LTD

Signature _____
Name (print) _____
Title _____
Date _____

Signature _____
Name (print) _____
Title _____
Date _____



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



PLEASE DISREGARD THIS OFFER IF YOU ALREADY HAVE A COMMERCIAL ACCOUNT

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

IMPORTANT OPPORTUNITY

As a Caterpillar Financial Services Corporation customer, you now have the opportunity to open a Commercial Account. Commercial Account is an easy and convenient way to pay for parts, service or rentals, and is accepted at all Cat Dealers and Cat Rental Stores in the U.S. With the Commercial Account, you will have the ability to better manage your cash flow by making a monthly minimum payment of 10% on all your parts and service purchases. Rental payments must be paid in full the month following the charge. You will receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

Through the Commercial Account you may also receive special 0% financing on rebuilds and major repairs (see your Cat Dealer for details).

- If you need flexibility in paying for a large repair or work tool purchase or
- You need expanded access to Caterpillar Dealers as your work grows beyond your dealership's area, then the Commercial Account is for you.

To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.

If you are interested in a certain credit line amount, please indicate the desired amount on the application. Upon receipt, we will review your request and advise you of our decision.

Once you have returned the enclosed application, you will receive a welcome package with your credit line amount, account number and the Customer Agreement. **

For more information, please call us at 1-888-CAT-8811 or visit us at www.catfinancial.com/commercialaccount. Take advantage of this offer and activate your account today!

Best regards,

The Commercial Account Team

***Reply by: DECEMBER 25, 2015 to take advantage of this offer.**

****In some instances, we may not be able to open an account for you based on your credit report and other pre-determined criteria. We will notify you by mail if we are unable to open an account for you.**





CREDIT APPLICATION (SUBMIT WITH DOCUMENTATION PACKET)
Caterpillar Financial Commercial Account Corporation
Phone: (800) 651-0567 Fax: (615) 341-5925
Email: Credit.Department@cat.com

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): ☐ \$ _____ ☐ \$25,000 or less ☐ \$25,000-\$75,000 ☐ \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- ☐ **STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- ☐ **INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Ownership (To be completed by every owner; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

Authorized Signature (Individual OTHER than owner) _____ Date _____

Printed Name _____ Title _____

REVISED 2013



**CITY OF FARMERSVILLE
RESOLUTION #R-2015-1117-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING TWO CATERPILLAR BACKHOE LOADERS.

WHEREAS, the laws of the State of Texas (the "State") authorize the City of Farmersville, (the "City"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the City wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

WHEREAS, the form of the Agreement has been presented to the City Council of the City at this meeting.

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

Section 1. The Agreement, including all schedules and exhibits attached to the Agreement, is hereby approved in substantially the form presented at the meeting, with any Approved Changes (as defined herein below).

Section 2. The City of Farmersville enters into the Agreement with Caterpillar for the purpose of procuring two "420F2IT" Caterpillar Backhoe Loaders.

Section 3. The Agreement, by and between the City of Farmersville and Caterpillar is adopted as a binding obligation of the City.

Section 4. Changes may later be made to the Agreement if such changes are approved by the members of the City Council of the City signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes.

Section 5. The City designates the City Manager as an authorized signer of the Agreement, by and between the City of Farmersville and Caterpillar. The City Manager is hereby authorized, directed and empowered on behalf of the City to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents.

Section 6. The City Secretary is hereby authorized to attest to this resolution and affix the seal of the City to the Agreement, this resolution, and any related documents.

Section 7. Nothing in this resolution, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the City or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided In the Agreement.

Section 8. Any breach of this resolution, the Agreement or any related document will not impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

This Resolution has been PASSED and APPROVED by the Council of the City of Farmersville in a meeting held on the 17th day of November, 2015.

CITY OF FARMERSVILLE, TEXAS

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

CERTIFICATION

I, Edie Sims, in my capacity as Secretary of the CITY OF FARMERSVILLE, TEXAS, do hereby certify that the resolution above is a full, true and correct copy of the resolution of the City Council of the City of Farmersville, Texas. I also certify that the resolution was duly and regularly passed and adopted at a meeting of the City Council of the City of Farmersville, Texas. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the City's office. I also certify that at such meeting, a majority of the City Council was present and voted in favor of this resolution.

I also certify that this resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS THEREOF, the officer named below executes this document on behalf of the City of Farmersville, Texas.

Edie Sims, City Secretary

Date Signed: _____



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon appointing a Chairman to the TIRZ board

- Mayor Helmberger is the current Chairman of the Board
- The appointment of a Chairman is annually according to the TIRZ Bylaws

ACTION: Nominate and appoint a Chairman as required by the TIRZ bylaws.

City of Farmersville
Farmersville Tax Increment Financing Reinvestment Zone No. 1
BYLAWS

A R T I C L E I

POWERS AND PURPOSE

Section 1. Financing Development or Redevelopment in the Z1. In order to implement the purposes for which Tax Increment Financing Reinvestment Zone No.1, City of Farmersville, Texas (the "Zone") was formed, as set forth in **Ordinance No. 2011-1219-002**, approved on second reading December 19, 2011, creating the Zone, the City of Farmersville, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

A R T I C L E II

BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of five (5) directors: three (3) of whom shall be appointed by the City Council of the City, and two(2)members shall be appointed by the County Commissioners Court of Collin County; provided however, that if a taxing unit (other than the

City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first Board of Directors shall serve for an initial term ending December 31, 2013 or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the City and County, and shall serve for two (2) year terms beginning January 1, 2014 or until their successors are appointed by the respective governing bodies.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by such Board member within ten (10) days.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular and Special Meetings. Regular and Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Notice of all Emergency Meetings shall state the purpose, which shall be the only business conducted and shall be subject to the requirements of State Law.

Section 5. Quorum. A majority three (3) of the five (5) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Within five (5) days of approval of minutes for each Regular Meeting, Special and Emergency meeting, a copy of the approved minutes shall be submitted to the City Secretary of the City.

Section 7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 8. Attendance. Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance at three consecutive meetings.

A R T I C L E I I I

OFFICERS

Section 1. Titles and Term of Office. The officers of the Zone shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chair whose term shall end on December 31 of each year. 1 (1) person may hold more than 1 (1) office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair, shall not exceed two (2) years.

All officers, other than the chair, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The Vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors. The function of Secretary may be performed by City Staff.

Section 5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City Manager or his designees.

A R T I C L E I V

PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) The adoption of these Bylaws by the Board of Directors, and
- (2) The approval of these Bylaws by the City Council.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application, the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

A R T I C L E V

GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Unless otherwise required by State Law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Approved by the TIRZ Board of Directors on the 21st day of MARCH, 2012.

Approved by the Farmersville City Council on the 10th day of APRIL, 2012.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon an Interlocal agreement with Collin County regarding funding for the Charles J. Rike Memorial Library

- An agreement is attached for review.
- The amount per the agreement has been included in the 2015-2016 budget

ACTION: Approve or disapprove the agreement as presented.

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF FARMERSVILLE
REGARDING THE CHARLES J. RIKE MEMORIAL LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the “**COUNTY**” and the City of Farmersville, a political subdivision of the State of Texas; hereinafter referred to as the “**CITY**”.

II.

The **COUNTY** and the **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

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

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

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

The **COUNTY** agrees to fund the **CITY** for the benefit of the **LIBRARY** in the amount of \$15,962.04 for the 2016 fiscal year (October 2015 through September 2016) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2016:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Farmersville residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Farmersville residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

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

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the **LIBRARY** and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The **CITY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of \$15,962.04; to be paid on a quarterly basis. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **CITY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **CITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY**.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

COLLIN COUNTY

SIGNATURE: _____
Keith Self, Collin County Judge Date _____

CITY OF FARMERSVILLE

SIGNATURE: _____
Date _____

PRINT NAME: _____

TITLE: _____



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon an Interlocal agreement with Collin County for Animal Shelter services during fiscal year 2015-2016

- An agreement is attached for review.
- The amount per the agreement has been included in the 2015-2016 budget

ACTION: Approve or disapprove the agreement as presented.



Contract Amendment Nine (9)

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

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

Effective Date 10/01/2015
Contract No. 10103-09
Contract Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:			<u>2006-891-09-26</u>
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2007-1009-11-13</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2008-887-10-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2009-585-08-10</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2010-834-10-11</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2011-686-09-19</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2013-013-01-07</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2013-963-11-18</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2014-993-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2015, continuing through and including September 30, 2016 at the below rate:

Total amount for fiscal year 2016: \$ 6,733.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF FARMERSVILLE

205 S. Main St.
Farmersville, TX 75452

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon an agreement with Revize Software Systems to provide rotating photo galleries on the City's website

- An agreement is attached for review.
- The expenditure is the annual website enhancement through the Marketing Committee which is funding this expenditure.

ACTION: Approve or disapprove the agreement as presented.

Web Services Sales Agreement

This Sales Agreement is between City of Farmersville, Texas ("CLIENT") and Revize LLC,
aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 10-30-15

CLIENT INFORMATION:

Company Name: City of Farmersville, Texas

Company Address: 205 S. Main

Company City/State/Zip: Farmersville, TX 75442

Contact Name Edie Sims e.sims@farmersvilletx.com

Billing Dept. Contact

REVIZE LLC:

Revize Software Systems

1890 Crooks, Suite 340

Troy, MI 48084

972-782-6151

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Revize Custom Web Services, one-time fee:	\$ 450.00
	<ul style="list-style-type: none"> ○ 15 Rotating Photo Galleries for departmental/inner webpages ○ Customized w/picture detail underneath the slideshow 	
Grand Total:		\$ 450.00

Terms:

1. Payments:

- Invoice for full amount is Due Upon Receipt. Work begins upon receiving initial payment.

2. This Sales Agreement is the only legal document governing this sale.
3. Both parties must agree in writing to any changes or additions to this Sales Agreement.
4. This Sales Agreement is subject to the laws of the State of Michigan and Texas.
5. Pricing expires in 30 days.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

Ryan Rossi

Account Manager 616-204-8897

Please sign and return to: Ryan Rossi at Fax # 866-346-8880



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon Collin County's trunked radio system replacement proposal

- Police Chief Mike Sullivan will discuss this item further.

ACTION: Discuss and offer direction as Council deems necessary.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon use of the police shooting range

- Police Chief Mike Sullivan and City Manager Ben White will discuss this item.

ACTION: Council to act as deemed appropriate.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon an antenna lease agreement with NCTCOG

- City Manager Ben White will discuss this item.

ACTION: Council to act as deemed appropriate.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and elect a Board of Director for the Collin Central Appraisal District

- A ballot is attached for review which includes the nomination of John Politz from the City of Farmersville

ACTION: Council to place 3 votes on candidate(s).



Collin Central Appraisal District

November 2, 2015

Edie Sims, City Secretary
City of Farmersville
205 South Main St
Farmersville, TX 75442

RE: Bios for the Nominees for the Board of Directors Election

Dear Ms. Sims:

Enclosed you will find a listing of bios for the candidates for the 2016 – 2017 Central Appraisal District Board of Directors election.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin".

Bo Daffin
Chief Appraiser

Enclosure

2016 - 2017
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

EARNEST BURKE	Nominated by Plano ISD. Resides in Plano, TX.
RONALD CARLISLE	Is a current board member and has served since 1/1994. Nominated by Frisco ISD. Resides in Frisco, TX.
WAYNE MAYO	Is a current board member and has served since 1/1998. Nominated by the City of Richardson, and the City of McKinney. Resides in Richardson, TX.
MICHAEL A. PIREK	Is a current board member and has served since 1/2015. Nominated by the City of Plano. Resides in Plano, TX.
JOHN POLITZ	Nominated by the City of Farmersville. Resides in Farmersville, TX.
GARY RODENBAUGH	Is a current board member and has served since 1/2001. Nominated by the City of Allen, and Allen ISD. Resides in Allen, TX.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon an agreement with First National Bank of Trenton regarding Automated Clearing House (ACH) transactions

- An agreement is attached for review.

ACTION: Approve or deny the agreement as presented.

ACH Origination Agreement

This agreement is made on the 28th day of October 2015, by and between: The City of Farmersville, ("The Company") and First National Bank of Trenton, Texas, ("The Financial Institution").

The Company has requested that the Financial Institution permit it to initiate electronic signals for paperless entries through the Financial Institution to accounts maintained at the Financial Institution and at other financial institutions, by means of the Automated Clearing House (the "ACH"). The Financial Institution has agreed to do so on the terms of this Agreement.

Now, therefore, the Company and the Financial Institution agree as follows:

1. Rules

The Company by initiating credit/debit entries via the ACH agrees to follow the rules of the National Automated Clearinghouse Association (Rules). The Financial Institution will provide the Rules to the Company.

2. Transmission of Entries: Security Procedures

The Company will transmit all debit and credit entries to the Financial Institution at the location, on or before the deadlines, described on Attachment I to the Agreement. The Company will conform all entries to the format, content and specifications contained in the Rules, except as provided with the security procedures described in Attachment II to the Agreement. The Company authorizes the Financial Institution to transmit all entries received by the Financial Institution from the Company in accordance with the terms of this Agreement and to credit or debit entries to the specified accounts.

Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, and related instructions provided by the Financial Institution in connection with the security procedures described in Attachment II. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of written confirmation and within a reasonable time period to prevent unauthorized transfers. Company agrees to establish and maintain procedures to comply with OFAC, as described in Attachment V.

3. Financial Institution Obligations

In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Company, which comply with the terms of the Agreement, including the security procedures.

4. Warranties

The Company warrants to the Financial Institution all warranties the Financial Institution is

deemed by the Rules to make with respect to entries originated by the Company. Without limiting the foregoing, the Company warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owing to the Company from the party whose account will be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous credit entry; (c) the Company has complied with all pre-notification requirements of the Rules; and (d) the Company will comply with the terms of the Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if applicable and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Company will retain the original or copy of the customer authorization record as required by the rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of the Financial Institution, furnish such original or copy to the Financial Institution. The Company shall indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

5. Provisional Credit

The Company acknowledges that the Rules make provisional, any credit given for any entry, until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the Originator of the entry shall not be deemed to have paid the party.

6. Settlement

The Company will maintain an account with the Financial Institution at all times during the term of this Agreement. The Company will maintain in the account as of the applicable settlement date immediately available funds sufficient to cover all credit entries initiated by it. The Company authorizes the Financial Institution to debit its account on the applicable settlement date in the amount of each entry.

7. Cancellation or Amendment

The Company shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described on Attachment II to the Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation.

8. Rejection of Entries

The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirements of Section I of this Agreement and may reject any entry if the Company is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Company by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an on-us entry, its effective entry date. The Financial Institution shall have no liability to the Company by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution shall retain the right to reject any on-us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.

9. Notice of Returned Entries

The Financial Institution shall notify the Company by telephone or fax of the receipt of a returned

entry from the ACH no later than one business day after the business day of such receipt. The Financial Institution shall have no obligation to retransmit a returned entry if the Financial Institution complied with the terms of this Agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. The Financial Institution has no obligation to originate a transaction where authorization has been revoked.

10. Reversals

The Company may initiate a reversing entry or file of entries as permitted by the Rules.

11. Periodic Statement

The periodic statement issued by the Financial Institution for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement.

12. Fees

The Company agrees to pay the Financial Institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Attachment III. The Financial Institution may change its fees from time to time upon notice to the Company.

13. Liability

- (a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of the Company or any other person described in this Section 13(a).
- (b) In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (c) Without limiting the generality of the foregoing provisions, the Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Financial Institution's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- (d) Subject to the foregoing limitations, the Financial Institution's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by the Company for the affected ACH service, as performed by the Financial Institution under this agreement for the preceding 30 calendar days.

14. Inconsistencies of Name and Account Number

The Company acknowledges that, if any entry describes the Receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named Receiver.

15. Data Retention

The Company shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal to the Financial Institution as provided herein and shall provide such data to the Financial Institution upon its request.

16. Tapes and Records

All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Company shall pay any expenses incurred by Financial Institution in making such information available to Company.

17. Cooperation in Loss Recovery Efforts

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

18. Amendments

From time to time Financial Institution may amend any terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Attachments I – V attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated by in Financial Institution's notice to Company.

19. Termination

The Financial Institution may amend the terms of the Agreement from time to time by notice to the Company. Either party may terminate this Agreement upon ten (10) days written notice to the other. The Financial Institution shall have no obligation to transmit entries if the Company is in default of its obligation under this Agreement, including the obligation to pay the Financial Institution for each credit entry. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith, to be signed by one of the Authorized Representatives whose names and signatures are set forth on Attachment 4 to the Agreement.

20. Entire Agreement

This Agreement (including the Attachments and/or Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such

subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which the Financial Institution is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment. Financial institution has the right to terminate or suspend ACH agreements with customers or third parties that breach the governing rules of ACH origination.

21. Non-Assignment

The Company may not assign the Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.

22. Binding Agreement Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.

23. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and the NACHA rules.

Company acknowledges, and gives permission, that First National Bank of Trenton may check credit-reporting bureaus and/or may require company to furnish current financial statements. Company agrees that the total dollar amount of entries transmitted by Company to Financial Institution on any one given day shall not exceed \$ 75,000.00.

Company Name: The City of Farmersville Date: _____

By: Joe Helmberger

Name: _____

Mayor

Title: _____

First National Bank of Trenton

Date: _____

By: _____

Name: Kathy Lance

Title: EVP / COO

ATTACHMENT I

Deposit Schedule for Corporate Originators

Delivery Method	Deadline	Day of Delivery
Preferred Method for Consumer Transactions		
Internet transmission via cash management module of First National Bank of Trenton's Internet Banking Product	1 p.m.	One Business Day Prior to Effective Date
Optional Method for Consumer Transactions (must be approved by FNBT) This method will only be used in an emergency situation.		
Diskette	10:00 a.m.	One Business Day Prior to Effective Date

ATTACHMENT II

Security Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative as provided in Attachment IV, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission via FNBT Internet Banking

The Company's Authorized Representative will access the ACH system by utilizing the prearranged logon procedures, user ID, and password.

The Company's Authorized Representative will telephone the Financial Institution to advise that an ACH file has been transmitted. The Company will provide the Financial Institution with verification of the totals contained in the transmission by sending a facsimile transmission to the Financial Institution's ACH Origination contact. In the event that the Company or the Authorized Representative is unable to fax the information, the Company's Authorized Representative will telephone the Financial Institution's ACH Origination contact with the verification and also mail the information as back up on the same day transmitted.

The Financial Institution will anticipate the receipt of a transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company's Authorized Representative will notify the Financial Institution if a transmission will not take place on the prearranged scheduled processing date. The Company is responsible for ensuring that the Financial Institution receives the transmission on each processing date indicated in the processing schedule.

The Financial Institution will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for money transfer. The Company agrees to comply with written procedures provided by the Financial Institution for the creation, maintenance, and initiation of money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computers.

Hand-delivered Files (only if authorized by FNBT)

The Company's Authorized Representative may hand-deliver files(s) to the designated location if authorized by FNBT. A transmittal register, signed by an authorized signatory of the account, will accompany each hand-delivered file.

The Financial Institution will anticipate the receipt of a file from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The company's Authorized Representative will notify the Financial Institution if a file will not be delivered on the prearranged scheduled processing date. The Company is responsible for ensuring that the Financial Institution receives the file in the ACH origination processing area on each processing date indicated in the processing schedule.

The Financial Institution will verify totals as explained above.

Attachment III

Fee Schedule

Fee schedule will be reviewed at least annually, and may change.

Fee per Transmission/Batch	\$50.00
----------------------------	---------

12/21/2006 - fee waived for The City of Farmersville.

Fee schedule will be reviewed at least annually, and may change.

Attachment IV

Authorized Signature Form and Dollar Limits

Company Name: The City of Farmersville

THE 1 SIGNATURES BELOW ARE THE AUTHORIZED REPRESENTATIVES VESTED BY THE COMPANY OWNERS OR BOARD OF DIRECTORS TO SIGN TRANSMITTAL REGISTERS USED IN CONJUNCTION WITH THE DEPOSIT OF ACH FILES.

Authorized Representative (Name)	Authorized Representative (Signature)	Dollar Limit, (Optional)	Account Number
Daphne Hamlin		\$75,000.00	14092, 700146, 700815, 700807, 701276
Michael Hesse		\$75,000.00	14092, 700146, 700815, 700807, 701276
Paula Jackson		\$75,000.00	14092, 700146, 700815, 700807, 701276
Edie Sims		\$75,000.00	14092, 700146, 700815, 700807, 701276

Authorized Signature: _____

Date: _____

Name: **Joe Helmberger**

Title: **Mayor**

Attachment V
Complying with OFAC
(Office of Foreign Assets Control)

- I. The U S Treasury Department's Office of Foreign Assets Control (OFAC) administers economic sanctions and embargo programs that require assets and transactions involving interests of target countries, target country nationals, and other specifically identified companies and individuals be frozen. As with all payment systems, the ACH Network is subject to the requirement to comply with OFAC-enforced sanctions policies.
- II. All U. S. ACH participants, including Originators, Originating Depository Financial Institutions (ODFI), Receiving Depository Financial Institutions (RDFI), Receivers, and Third-Party Service Providers need to be aware that they can be held accountable for sanctions violations by the U. S. Government and must understand their compliance obligations.
- III. Originators of domestic ACH transactions should be aware that they are subject to applicable U.S. law, including OFAC-enforced sanctions, when initiating ACH entries. Originators of international ACH transactions that initiate through an ODFI that is under U.S. jurisdiction similarly must be aware that their ODFI is subject to OFAC-enforced sanctions. Originators in either category should not be acting on behalf of, or transmitting funds to or from, any blocked party subject to OFAC-enforced sanctions.
- IV. Originator acknowledges that it may not initiate entries that violate the laws of the U. S. Originators will be held to an obligations to originate only lawful ACH entries under agreements with their ODFI.
- V. Originator must be aware that their ODFI may, from time to time, need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny, which might result in delayed settlement and/or availability of entries.
- VI. ODFI will verify the Originator is not a blocked party and that a good faith effort will be undertaken to determine, through the normal course of business, that the Originator is not engaged in transmitting funds, to, from, or on behalf of a party subject to a blocking action.
- VII. If, in the normal course of business, the ODFI encounters a transaction initiated by an Originator that would violate OFAC-enforced sanctions, federal law required the ODFI to comply with OFAC policies.
- VIII. ODFI has processes in place to determine whether any of its account holders is identified as a blocked party in a current SDN list. This process will be scrutinized quarterly or more often as the SDN list changes.

I, **Joe Helmberger, of The City of Farmersville** have read, understand and will obey this above attachment to our ACH Origination Agreement.

Signature **Joe Helmberger**

Title **Mayor**

Date

ATTACHMENT VI

Financial Institution Right to Audit

The Financial Institution shall be entitled to audit the Customer (ACH Originator) for compliance with NACHA rules at any time deemed necessary by the Financial Institution. Failure to comply with NACHA rules could result in the termination of the customer's ACH Origination privileges with the First National Bank of Trenton.

Authorized Signature: _____ Date: _____

Name: **Joe Helmberger**

Title: **Mayor**

Automated Clearinghouse (ACH) Policy First National Bank of Trenton

It is the policy of First National Bank of Trenton, Texas to offer automated clearinghouse services (ACH) to our customers. The Bank will fully comply with the rules of the National Clearinghouse Association (NACHA) and the Southwestern Automated Clearinghouse Association (SWACHA) regarding standard policies, operating procedures, and annual compliance audits.

Audits will be performed in accordance with Appendix Eight of the current NACHA Operating Rules. The Bank acts as both a receiving depository institution (RDFI) and an originating depository financial institution (ODFI). The Bank, as a depository financial institution (DFI), will conduct an internal audit of compliance with the provisions of the NACHA Operating Rules on an annual basis. This audit is performed by a third party, RSM McGladrey.

Through this ACH audit the bank will assure compliance with the NACHA Operating Rules by:

- Interviewing key personnel regarding knowledge of required procedures.
- Reviewing the timing and content of required disclosures, where applicable.
- Testing specific transaction activities to identify possible exceptions, this will include, but will not be limited to;
 - Prenotifications
 - Procedures for accepting ACH Entries
 - Notification of Change (NOC) entries
 - Procedures for rejecting ACH entries
 - Customer agreements
 - Documentation regarding customer requests
- Review of exposure limits and setting limits for Originators
- Reviewing credit and/or financial statements of Originators.
- Review of record retention procedures. Records will be retained for six years from the date the entry is transmitted.
- Review of disaster plan and disaster recovery procedures as it affects the origination and processing of ACH transactions.
- Checking each Originator against OFAC, and informing Originator that they must comply with OFAC regulations.

An audit report will be prepared by the external auditor and presented to the audit committee. Any exceptions to the ACH rules compliance that may be found during the audit will be noted along with the recommended action for correction or the steps that are already being taken to correct the exception.

Incoming and outgoing ACH are processed through TIB via TransCom. TransCom scans each file against the OFAC list. This scan insures that we are not conducting any International or domestic transactions with any person listed. The report of OFAC scans are kept on TransCom indefinitely.

All ACH origination will be processed in a timely manner via Internet Banking. Each originator is responsible for establishing and maintaining procedures to safeguard against unauthorized transactions. Originators are informed prior to processing a file that each name on their file must be checked against OFAC. Originator will take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, and related instructions provided by the bank. If originator believes or suspects any such information or instructions have been known or accessed by unauthorized persons, originator agrees to notify the bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the bank prior to receipt of written confirmation.

The originator will maintain an account with the bank at all times during the term of the ACH origination agreement. The account will maintain sufficient available funds to cover any credit entries originated. The originator authorizes the bank to debit its account on the applicable settlement date in the amount of each entry. The originator has no right to cancel or amend any entry/file after its receipt by the bank. However, the bank will use reasonable efforts to act on a request to cancel an entry/file before transmitting it to the ACH processor. The bank will have no liability if it fails to effect the cancellation.

All originators will notify the bookkeeping department of the bank when they have scheduled an ACH origination. That person will then log the caller, date, time, effective date of the file and the amount of items and dollar amount of the file. Internet banking research will be checked to make sure the originator has uploaded and processed the file. Bookkeeping personnel will check for sufficient available funds on the day of the file transmission for transactions that will be debiting the originators account. If funds are not available, originator will be contacted prior to processing the file.

Exceptions to the customer's origination limits can be made on a case by case basis. Bookkeeping will gain the approval from Lew Donaghey or Kathy Lance. Once the file has been transmitted bookkeeping will maintain the limits back to customers approved origination limit. Virginia Moore will review and approve the changes were made correctly. The documented review from Virginia, approval and transmission file will be scanned to Director under: *CIF Documents, ACH Origination under the date the files were transmitted. Danna Swindell or Angela Sadler will maintain the limits.

International ACH Transactions (IAT) are ACH transactions that can be received or originated from or to other countries. IATs are reported on the daily proof edit as IAT-OFAC. All ACH transactions come through TransCom which checks each individual against OFAC. All IATs are logged by bookkeeping and are reviewed periodically for suspicious activity. All ach originations are done through Internet Banking. At this time, we have not given any originators access to send IAT.

Any and/or all ACH origination agreements may be amended, suspended or terminated with customers that breach the ACH Rules. Either party may terminate an ACH agreement by giving 10 days written notice. The bank may initiate reversing entries as permitted by ACH rules.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Review sign ordinance and make possible suggestion for changes regarding signs in the ETJ

- The Sign Ordinance from the Code of Ordinances is attached for review.

ACTION: Council to act as deemed appropriate.

Chapter 56 - SIGNS AND ADVERTISING^[1]

Secs. 56-111—56-133. - Reserved.

ARTICLE I. - IN GENERAL

Sec. 56-1. - Penalty.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court, shall be subject to a fine not to exceed the sum of \$500.00 for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

(Ord. No. 2007-48, § 4, 10-9-2007)

Sec. 56-2. - Purpose.

- (a) The purpose of this chapter is to encourage aesthetically pleasing design, establish uniform standards for the placement of signs, and provide minimum standards to safeguard life, health, property and the public welfare by regulating and controlling the design, quality of materials, construction, location, electrification and maintenance of all sign structures not located within a building.
- (b) The regulations of this chapter are not intended to authorize, nor shall they be deemed to permit, any violation of the provisions of any Code provision, statute, rule or regulation.

(Ord. No. 2007-48, app. A, § 1-2, 10-9-2007)

Sec. 56-3. - Applicability.

The terms and conditions of this chapter shall apply to signs located within the corporate city limits and its extraterritorial jurisdiction to the full extent permitted by and not otherwise prohibited by V.T.C.A., Local Government Code ch. 216.

(Ord. No. 2007-48, app. A, § 1-1, 10-9-2007)

Sec. 56-4. - Sign permits.

- (a) *Permit required.* No sign, other than those signs allowed without a permit by sections 56-31 and 56-54, shall be erected, placed, attached, secured, altered or displayed on the ground, or to any building, or any structure, until a permit for such sign has been issued by the building official. An application for a sign permit may be obtained from the city.
- (b) *Application.* The city shall approve or deny an application for a sign permit within 30 days of the building inspection division's receipt of the application. A sign permit will be issued if a proposed sign conforms to all Code provisions.
- (c) *Diagram of sign location.* Upon request by the city, a diagram shall be provided showing the location of all signs on the property or adjacent properties. Incorrect information on an application shall be grounds for denial or revocation of a sign permit.
- (d) *Not to issue for prohibited locations.* No sign permit shall be issued under this section for any sign in a district where signs are prohibited by Chapter 77, Zoning, as it currently exists or may be amended by ordinance.
- (e) *Fees.* The sign permit fee shall be a fee as established from time to time in the master fee schedule contained in appendix A of this Code.
- (f) *Interpretation and administration.* The building official shall be responsible for interpreting and administering this section. The building official may revoke any permit for a sign issued in error.

(Ord. No. 2007-48, app. A, § 2-1, 10-9-2007)

Sec. 56-5. - Responsibility of compliance.

The permittee, owner, agent, or person having the beneficial use of a sign, the owner of the land or structure on which the sign is located, and the person erecting the sign are all subject to the provisions of this chapter.

(Ord. No. 2007-48, app. A, § 2-2, 10-9-2007)

Sec. 56-6. - Enforcement.

- (a) *Authority.* The building official or his designee or such other person as may be appointed by the city manager is hereby designated to be the city's sign inspector and is further authorized and directed to interpret and enforce all the provisions of this chapter. For such purposes the sign inspector shall have the powers of a law enforcement officer.
- (b) *Right of entry.* Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever there is reasonable cause to believe that there exists in any building or upon any premises any condition or violation of this chapter which makes such building or premises unsafe, dangerous or hazardous, the sign inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed by this chapter, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused or the owner or other persons having charge or control of the building or premises cannot be located, the sign inspector shall have recourse to every remedy provided by law to secure entry.

(Ord. No. 2007-48, app. A, § 2-3, 10-9-2007)

Secs. 56-7—56-30. - Reserved.

ARTICLE II. - DEFINITIONS AND REGULATIONS

Sec. 56-31. - Definitions; sign regulations and requirements.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-frame sign means a temporary sign constructed of two pieces of wood, metal or other similar material connected at the top by hinges or similar devices and may collapse when the connecting devices are overextended or the two pieces of wood, metal or other similar material are against one another.

- (1) The maximum width allowed is four feet. The maximum height allowed is four feet. The maximum copy area allowed is 16 square feet.
- (2) A-frame signs are only allowed to be displayed during normal daytime business hours between 8:00 a.m. and 5:00 p.m.
- (3) A-frame signs are prohibited in the city's Central Area (CA) Zoning District. See *Sandwich board* for the CA Zoning District.
- (4) A sign permit is not required.
- (5) A-frame signs must be located a minimum of four feet from any curb of any adjacent street. An A-frame sign shall not be closer than 20 feet to another A-frame sign. A maximum of one A-frame sign may be placed per business or tenant on the property where the A-frame sign is located. A-frame signs must provide an unobstructed pedestrian clearance of at least four feet in width. An A-frame sign shall not be placed in any manner that interferes with vehicular traffic or causes a potential hazard.

- (6) An A-frame sign shall not be placed in any median. An A-frame sign shall not be placed within a utility or right-of-way easement. An A-frame sign shall not be illuminated or contain any moving parts other than the fasteners holding the faces of the A-frame sign together.

Abandoned or neglected sign.

- (1) The term "abandoned or neglected sign" means a:
 - a. Sign that is not maintained or has missing panels, letters, or characters, burned out lights, rust, loose or damaged parts, or has faded from its original color or advertises a product or service no longer available or a business no longer in operation;
 - b. Sign which is illegible, nonfunctional, in disrepair, or hazardous as a result of a lack of maintenance; or
 - c. Previously nonconforming sign structure that has lost its lawful nonconforming status as a result of abandonment or lack of use.
- (2) Abandoned or neglected signs shall be considered a public nuisance and are prohibited in the city and its extraterritorial jurisdiction. See *Public nuisance*.

Apartment sign means a temporary stake sign made of wood, metal or other similar material used to convey information that relates to the operations of an apartment community or complex.

- (1) An apartment sign shall not exceed six square feet in total area. The maximum height of an apartment sign shall not exceed four feet.
- (2) No sign permit is required.
- (3) Apartment signs may be placed in the front yard of a property developed as an apartment complex no earlier than Friday at 12:00 noon and shall be removed from the property no later than Sunday at 6:00 p.m.
- (4) Apartment signs may not be installed on any public property or right-of-way area. Apartment signs shall only be placed on the property for the apartment community to which it pertains. Apartment signs installed within the front of a property shall not be placed closer than 60 feet from another apartment sign. Apartment signs shall not be installed within 30 feet from a side property line.

Audible sign means any sign that emits music, talking, words, or other sound or amplification. Audible signs are prohibited in the city and its extraterritorial jurisdiction.

Awning.

- (1) The term "awning" means a retractable or nonretractable projection, shelter or structure of rigid or nonrigid canvas, metal, wood, or other similar material, attached to the building, that extends above a window, door, patio, or deck used as a shading device for windows or entryways, used as protection from the weather, used as a decorative embellishment, or used for identity. For the purposes of this ordinance an awning is not a canopy. See *Canopy* and *canopy sign*.
- (2) Minimum height of the lowest part of an awning shall be seven feet above grade.

Awning sign means a permanent sign that is directly applied, attached or painted onto an awning that extends above a window, door, patio, or deck used as a shading device for windows or entryways, intended for protection from the weather or as a decorative embellishment, or used for identity. An awning sign is used to advertise the name of the business, hours of operation, business telephone number, business address, or website address.

- (1) No building shall have both a wall sign and an awning sign on the same building face.

- (2) A sign permit is required.
- (3) The maximum height of an awning sign shall not exceed four feet. The width of an awning sign shall not exceed 75 percent in length of any side of an awning.
- (4) An awning sign shall only be permitted in conjunction with a nonresidential use or in a nonresidential zoning district.
- (5) An awning sign shall be secure and may not swing, sway, or move in any manner. An awning sign shall not contain any moving devices. See *Canopy* and *canopy sign*.

Balloons and other floating devices means a visible airtight, inflatable apparatus with a maximum size not to exceed three square feet in total area in various shapes or designs made of latex, Mylar, or other similar material that extends by, or is anchored to the ground by, a cord, rope, string, wire or other similar material.

- (1) Balloons and all other floating devices are allowed for temporary events only. Temporary events include business grand openings, festivals, fairs, tournaments, or other similar happenings.
- (2) No sign permit is required.
- (3) No person shall erect, maintain, or allow the installation of any floating devices anchored to the ground, any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section. See *Special event*, *special event signs*, *grand opening*, *grand opening signs*, and *wind devices*.

Banner means a temporary single sign or a grouping of pennants having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background used to promote awareness of special events or as seasonal decoration. Banners will include all flags or pennants that contain no names, initials, logos, insignia or similar items and are not national, state or municipal flags, or the official flag of a public or private institution. A banner does not include a municipal banner.

- (1) A sign permit is required for each display period lasting for up to a maximum of 30 calendar days. One banner sign may be placed on a building for a maximum of 30 days or less, two times in a 12-month period. Each suite within a retail development shall be considered a building and, therefore, shall be allowed to erect a banner accordingly.
- (2) Exemption. Religious organizations that temporarily operate in a school or other nonreligious facility may erect a banner no earlier than two hours before a worship service and remove the banner no later than two hours after such worship service without the issuance of a sign permit.
- (3) A banner shall be securely attached to the front, side or rear face of a building. A banner shall not face a residential neighborhood, unless the site of the banner is separated from the residential neighborhood by a major thoroughfare. However, banners are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
- (4) A banner may be erected during social or athletic events at a public park or other city-owned property attached to pavilions, fences, vehicles, stakes, rails, or poles up to two hours prior to the start of the event and shall be removed no later than one hour after the conclusion of the event.
- (5) A banner shall not exceed 100 square feet in area. A banner shall be placed a minimum of nine feet above grade at any pedestrian traveled way. Where a building wall is nine feet in height or less, is adjacent to an approved parking surface, and is not a designated pedestrian walkway, one banner shall be placed a minimum of five feet above the grade above the parking surface.
- (6) Banners shall not be draped over vehicles.

Beacon, searchlight or skylight means a source of high-intensity light with one or more beams directed into

the atmosphere or any other point, or any light with one or more beams that rotate or move. Beacons, searchlights or skylights are prohibited in the city except by written permission from the city council.

Billboard means a sign erected in the outdoor environment for the purpose of the display of commercial or noncommercial messages not pertinent to the use of products sold or primarily manufactured on the premises, or the sale or lease of the property on which it is displayed. Billboards include any of its support, frame or other appurtenances. Billboards are prohibited in the city and its extraterritorial jurisdiction.

Building marker/memorial plaque/cornerstone means a sign indicating the name, date and information about the building's historical significance, which is cut into or made an integral part of a wall surface, or a wall-mounted or freestanding plaque of bronze or other permanent material describing such information.

- (1) No sign permit is required.
- (2) This type of sign is not an address sign.

Building official means the city manager or his designee.

Canopy means a roof-like structure on a framework sheltering an area or forming a sheltered walkway to the entrance of a building. For the purposes of this article a canopy is not an awning. See *Awning* and *awning sign*.

Canopy sign means a sign that is applied, attached, painted or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum areas at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment.

- (1) A canopy sign may contain only the business's name or logo on the canopy band.
- (2) Canopy signs may only be erected on the sides of the canopy band that face a public street.
- (3) A sign permit is required.
- (4) Canopy signs may not exceed 15 square feet in size. Canopy signs must be attached directly to or painted on the exterior face of the canopy band and shall not project more than 18 inches from the canopy band. Only the canopy band may be illuminated, not the entire canopy. Canopy signs attached or applied to a canopy shall not extend above or below the canopy band. See *Awning sign*.

Canopy sign attachments means accessory supplemental signs attached above or below a canopy, commonly used in conjunction with a wall sign. Canopy sign attachments provide the name of the business.

- (1) A sign permit is required. Structural drawings, as required by the building official, sealed by a licensed engineer must be submitted with the permit application.
- (2) Canopy sign attachments shall only suspend from or extend above the edge of a pedestrian canopy. Canopy sign attachments installed for pedestrian display located and attached on the underside of a pedestrian canopy shall be centered.
- (3) Canopy sign attachments shall have a maximum height of 12 inches. Suspended or extended awning sign attachments shall not alternate up-and-down at a business's storefront. Suspended canopy sign attachments suspended over a pedestrian canopy shall maintain a minimum nine-foot clearance from pedestrian grade measured from the lowest hanging portion of the attachment. Canopy sign attachments, in the Central Area Zoning District, suspended over a pedestrian canopy shall maintain a minimum seven-foot clearance from pedestrian grade measured from the lowest hanging portion of the attachment.
- (4) Canopy sign attachments shall not be used in conjunction with a canopy sign. Only one type of canopy sign attachment shall be used per storefront.

Central Area (CA) Zoning District.

- (1) The area consists of the historic downtown area as established by Chapter 77, Zoning, as it currently exists or may be amended by ordinance, and as indicated on the city zoning map.
- (2) All signs for the Central Area (CA) Zoning District shall be regulated according to the provisions of this chapter. Refer to section 56-53 regarding signs in the Central Area Zoning District and see section 56-54.

Changeable copy sign.

- (1) The term "changeable copy sign" means a freestanding sign or wall-mounted sign, with manually interchangeable plastic letters and symbols, communicating information to the public, such as bulletin boards, marquees and the like. A changeable copy sign is usually secondary to and part of the sign area of a larger freestanding sign for which a sign permit is required.
- (2) If the changeable copy sign is to be the primary sign, it must meet the sign requirements as outlined in this chapter. See *Monument sign, pylon sign, wall sign, and electronic message center*.

Church and civic organizations sign means signs identifying groups, such as churches or civic organizations. These signs shall be regulated according to the provisions of this article.

Cloud buster balloon and air devices means any visible airtight or air flow-through, inflatable apparatus that exceeds one square foot in total area made of latex, Mylar, or other similar material that extends higher than ten feet into the sky which extends by, or is anchored to the ground by, a cord, rope, string, wire, or other similar material. A cloud buster balloon or air device is commonly used to attract passersby/patrons to a location having a promotion, sale, or other function. Cloud buster balloons, blimps, and other air devices are allowed for temporary special events only. No sign permit is required.

Code enforcement officer means the building official or other designated authority, appointed by the city manager, charged with the administration and enforcement of this chapter.

Commercial real estate sign (CRES) means an on-site, temporary sign made of wood, metal or similar material approved by the building official that pertains to the sale or lease of the commercial property where the sign is located. A CRES is a vertical framework consisting of one or more uprights supported by the ground. A CRES generally advertises the name of a building or property for sale or lease, property owner name, realtor information, telephone number, zoning information, and other information relating to the sale or lease of nonresidential property.

- (1) A CRES shall not exceed 32 square feet in area. A CRES shall not exceed eight feet in height. The maximum width of a CRES shall not exceed four feet.
- (2) A V-shape sign is not a CRES.
- (3) A sign permit is required.
- (4) A CRES requires removal within ten days after the sale or lease of a property or business.
- (5) A CRES shall be located no closer than 15 feet to any property line. A maximum of one CRES per property shall be placed on a lot. For a property with more than 500 feet of single street frontage, more than one CRES is allowed, provided that each CRES is spaced a minimum of 200 feet from other signs.

Confirming sign means a sign that is lawfully in place on a tract of land which complies with all regulations of this chapter.

Construction (project development) sign means any temporary sign identifying the property owner, architect, contractor and engineer, landscape architect, opening dates, decorator or financiers engaged in the construction or improvement of the premises on which the sign is located. A construction sign is generally constructed of wood, metal or other similar materials. A construction sign is a vertical framework consisting of one or more uprights supported by the ground.

- (1) A construction sign may include zoning information and advertise residential builders selling homes within a subdivision.
- (2) In no case shall a construction sign contain information that pertains to off-premises uses.
- (3) A sign permit is required.
- (4) A construction sign must be removed when 95 percent of the buildings/homes/units in the commercial project or subdivision have been issued a certificate of occupancy.
- (5) The construction sign shall be installed no closer than 15 feet to any property line. The minimum distance between a construction sign on one site and a construction sign on another construction site is 200 feet.
- (6) A construction sign installed on a lot where a contractor requests a final inspection must be removed prior to the final inspection and issuance of a certificate of occupancy.
- (7) The maximum area of a construction sign is 96 square feet. The maximum height of a construction sign is 16 feet.
- (8) A maximum of one construction sign is allowed along a major street frontage per subdivision. When a subdivision has more than one major thoroughfare, one construction sign may be placed on each major thoroughfare. See *Subdivision entrance sign*.

Copy means letters, characters, illustrations, logos, graphics, symbols, writing or any combination thereof, designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental or lease of premises.

Copy area means the area within the sign containing any copy, including the area between separate lines of text and the area between text and any symbol, sign, logo or graphic, as well as the area between any symbols, signs, logos or graphics.

Decorative display means a flag or banner that contains no name, initials, logos, insignia or similar items and does not represent a government or private organization.

- (1) Decorative displays are not signs.
- (2) Decorative displays shall not protrude over property lines.

Developed property means a nonresidential property for which a certificate of occupancy has been issued by the building official to occupy a building on the property, or a residential property for which a certificate of final acceptance has been issued by the city.

Dilapidated means any surface element, background, or support of any sign that has finished materials that are missing, broken, bent, cracked, decayed, dented, harmful, hazardous, illegible, leaning, splintered, ripped, torn, twisted, or unsightly.

Directional sign means any sign relating solely to internal pedestrian and vehicular traffic circulation within a complex or project without any form of advertising.

Electronic message center means any sign composed of lights, LEDs, or other form of illumination that

displays a message or picture. An electronic message center is usually secondary to and part of the sign area of a larger freestanding sign for which a sign permit is required. Electronic message center signs shall be permitted subject to the applicable provisions within the zoning districts in which the sign is located as well as the following additional requirements:

- (1) An electronic message center sign shall not exceed 50 square feet in area. If an electronic message center is secondary to, incorporated into, or a component part of another type of sign, the fact that an electronic message center sign is so included shall not act to permit the type of sign of which it is a part to be enlarged beyond the dimensions and sign area allowed for the other type of sign. For example, the incorporation of an electronic message center into a "projecting sign," defined herein-below, shall not act to increase the allowable maximum area of a projecting sign beyond 12 square feet.
- (2) Electronic message center signs shall display static images for a period of at least eight seconds. Electronic message signs shall not be animated, flash, travel, blink or fade. Electronic message signs may scroll from one image to the next image provided that the scrolling process is completed within two seconds and provided further that the images scrolled from and to remain static for a period of at least eight seconds. Otherwise, electronic message signs shall transition instantaneously from one static image to another static image. Rotary beacon lights, flashing lights, strobe lights, or similar devices shall not be attached to, nor be incorporated in, any sign.
- (3) An electronic message center sign shall not exceed a brightness level of 0.3 foot-candles above ambient light as measured by the guidelines below:
 - a. At least 30 minutes past sunset, use a foot-candle meter to record the ambient light reading for the area. This reading is performed while the electronic message center sign is off or displaying all black copy.
 - b. Take a reading using foot-candle meter at five feet above grade and 45 feet from the electronic message center sign.
 - c. The meter shall be aimed directly at the electronic message center sign.
 - d. Turn the electronic message center sign on and illuminate entirely in white or red.
 - e. Take a reading using a meter at five feet above grade and 45 feet from the electronic message center sign.
 - f. The meter shall be aimed directly at the electronic message center sign.
 - g. If the difference between the two readings taken above is 0.3 foot-candles or lower, then the electronic message center sign is in compliance. If the result is greater than 0.3 foot-candles, the electronic message center sign is out of compliance and must be adjusted to meet standards or turned off until compliance can be met.
 - h. All measurements shall be taken in foot-candles.
- (4) Letters shall be no less than four inches in height.
- (5) Exception: Temporary signs required by government agencies for road and street repairs, public notifications, traffic control and similar activities.
- (6) In all zoning districts, electronic message center signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.
- (7) Electronic message center signs have previously been prohibited in the city. Notwithstanding that prohibition, a few electronic message signs have been installed with or without permits. Electronic message signs that have been in continuous use for at least six months prior to the adoption of this ordinance that comply with the requirements of subsection (2) will be considered a lawful nonconforming sign, and may continue to be used for their current purpose and in their current

dimensions only.

- (8) Any change, upgrade, or retrofit of the previously existing electronic message center sign and/or sign cabinet shall require full compliance with the requirements of this provision.

Erect or install means to build, construct, attach, hang, place, suspend, affix, display, apply, assemble or place in any manner upon including, but not limited to, the exterior of a building or structure.

Exempt means a sign permit is not a requirement; however, compliance with all other Code provisions is required.

Flag or flagpole means a piece of fabric or other flexible material, attached to a ground-supported staff on one end, used as a symbol of a nation, state, political subdivision, or organization.

- (1) No sign permit is required.
- (2) A flag and its ground-supported staff shall be located on private property behind the property line.
- (3) At a property that contains a building with less than four floors, the maximum height of a ground-supported flagpole shall be 40 feet measured from the ground, with the maximum area of the flag not to exceed 60 square feet in area. At a nonresidential property that contains a building with four floors or more above ground, the maximum height of a flagpole shall be 60 feet measured from the ground, with the maximum area of a flag not to exceed 96 square feet in area.
- (4) A maximum of four flags or flagpoles may be located on a property.
- (5) A flag not displayed on a ground-supported staff shall meet the permit and display requirements of a banner. See *Banner*.
- (6) Temporary flags for special interest groups (e.g., schools, Boy Scouts, Girl Scouts, and the like) may be placed at public parks during social and athletic events.

Flashing sign means any sign that incorporates the use of a pulsating, blinking, revolving or rotating light source, including a light source that changes or alternates the color of the light in sequence. Flashing signs are prohibited in the city and its extraterritorial jurisdiction. See *Illuminated signs*.

For sale, for rent, for lease or realtor open house signs means a sign that advertises the availability for sale, rent or lease of a tract of land, a structure, or portions of a structure.

- (1) No permit is required.
- (2) Such signs are allowed in the right-of-way, a minimum three feet from the back of the curb, but not allowed in the median.
- (3) Maximum sign area is six square feet. Maximum height is three feet. Maximum number of signs is one builder sign, one realtor sign and one open house sign.

Freestanding sign means any type of sign supported by structures that are placed on or anchored in the ground, structurally independent of any building or other structure, and intended to be permanent. A sign permit is required. See *Monument, pole, or pylon signs*.

Garage sale sign means an on-site temporary stake sign used to advertise a garage sale, yard sale, or estate sale at an occupied residential property that has obtained a certificate of occupancy.

- (1) No permit is required.
- (2) Garage sale signs shall be located only on the private property of the residence having the garage sale.
- (3) Garage sale signs shall not be placed on a vehicle, fence, pole, tree, median, or railing. Garage sale

signs shall not be balloons, wind devices or other types of signs, except stake signs, unless they meet the definition and requirements for that type of sign.

- (4) A garage sale sign shall not exceed six square feet in area. The maximum height of a garage sale sign shall not exceed four feet.

Grade means the ground elevation located at the base of a sign.

Graffiti means pictures, words or slogans, images, or other artwork painted, drawn, scratched, carved, cut or applied in any other manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent or vulgar images or offensive language. Graffiti is prohibited in the city and its extraterritorial jurisdiction.

Grand opening and *grand opening sign* mean a commemoration that promotes the opening of a new business and the sign commemorating such grand opening, respectively.

- (1) A grand opening sign shall be permitted within 180 days of the issuance of a certificate of occupancy from the building official. Grand openings occurring more than 180 days after the issuance of a certificate of occupancy require approval from the building official.
- (2) A grand opening sign may only be located at the business that received a certificate of occupancy from the building official.
- (3) The period for which a grand opening sign may be permitted shall not exceed 14 consecutive days in length.

Grand opening balloons or balloon arrangement means a visible airtight, inflatable apparatus with a maximum size not to exceed three square feet in total area, in various shapes or designs, made of latex, Mylar, or other similar material that extends by, or is anchored to the ground by, a cord, rope, string, wire or other similar material. Grand opening balloon arrangements are balloons tied, twisted, or connected in such a manner to design creative figures, shapes, crescents, or other displays.

- (1) Grand opening balloons or balloon arrangements may not exceed 20 feet in height.
- (2) No sign permit is required.
- (3) Grand opening balloons or balloon arrangements shall only be displayed during a grand opening at a business. Grand opening balloons or balloon arrangements require removal within two hours after the conclusion of the grand opening event.
- (4) Grand opening balloons or balloon arrangements shall only be displayed within 20 feet of the public entrance to the business.
- (5) Grand opening balloons or balloon arrangements shall not be placed or displayed in front of or at other businesses. Grand opening balloons or balloon arrangements shall not be attached to parking signs, bicycle stands, benches, trees, fences, poles, railings, vehicles, existing signage, display items, or other structures, or placed in required parking spaces. Grand opening balloons or balloon arrangements shall not block pedestrian or vehicular visibility or cause a safety hazard.

Highway Commercial (HC) Zoning District.

- (1) The area as established by Chapter 77, Zoning, as it currently exists or may be amended by ordinance, and as indicated on the city zoning map.
- (2) All signs for the Highway Commercial (HC) Zoning District shall be regulated according to the

provisions of this chapter. See section 56-54.

HOA-neighborhood sign (HOA-NS) means a temporary stake sign used to convey residential subdivision board meetings, announcements, or other subdivision-related events to residents within the subdivision.

- (1) No sign permit is required.
- (2) An HOA-NS shall be located on private property within the subdivision.
- (3) An HOA-NS shall not be located along any major thoroughfare or street artery outside of the subdivision screening wall or perimeter barrier. An HOA-NS shall not exceed six square feet in area. The maximum height of an HOA-NS shall not exceed four feet.

Home improvement sign means an onsite temporary stake sign that advertises the name, telephone number, website address, or type of construction being performed on the property, such as a roof, fence, pool, paint, landscape, or other home improvement contractor.

- (1) No sign permit is required.
- (2) A home improvement sign shall be removed within 15 days of being initially installed or when the home improvement work is completed, whichever occurs first. A home improvement sign shall be located only on the lot at which the home improvement is occurring.
- (3) A home improvement sign shall not be erected on private property closer than ten feet from the edge of any street pavement or designated roadway. A home improvement sign shall not exceed six square feet in area. A home improvement sign shall not exceed four feet in height. A maximum of one home improvement sign shall be erected on a lot.

Homebuilder directional signs means a temporary sign which directs pedestrian or vehicular traffic to a particular home development or residential subdivision.

- (1) An annual permit is required.
- (2) A homebuilder directional sign may not be closer than 100 feet or more than 150 feet back from major intersections.
- (3) Homebuilder directional signs are allowed in the right-of-way a minimum of three feet from the back of the curb.
- (4) Homebuilder directional signs are not allowed in the median.
- (5) Individual builder signs shall be spaced at least 100 feet apart. Homebuilder directional signs are allowed to be displayed from 12:00 noon Friday until 12:00 noon on the following Monday, with the following exceptions: from 12:00 noon Thursday until 12:00 noon Tuesday when a Friday or Monday falls on New Year's Day, Memorial Day, Fourth of July or Christmas.
- (6) Maximum 25 signs per builder. Maximum sign area is six square feet. Maximum height is three feet.

Human sign means a sign held by or attached to a human being who stands or walks on the ground, on private property, at a business location.

- (1) No sign permit is required.
- (2) A human sign includes a person dressed in costume, both for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity or product on the premises where the human sign is located.
- (3) Human signs may not be off-premises from where a promotion, sale, event or the like takes place. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign.
- (4) Human signs may be displayed 24 hours each and every continuing day until the promotion, sale,

special event, or the like has ended.

Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or use any other means that does not provide constant illumination. See *Electronic message center signs*.

Impounded sign means a sign that is legally removed by a city-authorized official, inspector, officer, other city employees or city-authorized persons in accordance with the provisions of this section.

- (1) Impounded signs may be recovered by the owner within 15 days from the date of impoundment by paying a fee as established from time to time in the master fee schedule as contained in appendix A of this Code.
- (2) Illegal signs removed from public property, including the city's right-of-way, park property or other city-maintained area, may be immediately disposed of by the city in any manner it shall elect. See *Public nuisance*.

Inflatable device sign (IDS) means a sign manufactured of plastic, cloth, canvas or other flexible or light fabric, inflated with air. An IDS only brings attention to a business, advertises the opening dates, sale of items offered or sold, date of sale, name of business, telephone number, or website information of a business.

- (1) An IDS shall be secured directly to, and not suspended or floating from, the ground.
- (2) An IDS shall not be placed on a roof, canopy, parking garage, or awning, or suspended or floating from any building or garage.
- (3) The maximum height of an IDS shall not exceed 30 feet. One banner may be applied to an IDS. A banner applied to an IDS shall not count toward the allotted number of banners during a calendar year. The maximum area of a banner applied to an IDS shall not exceed 48 square feet.
- (4) An IDS shall not be installed within 200 feet from another IDS measured in a straight line in any direction.
- (5) Cloud buster balloons, blimps, wind devices or any similar type of apparatuses are not an IDS. See *Wind device*.
- (6) A sign permit is required.
- (7) One IDS may be erected on a lot for not more than three 14-day periods per calendar year. A business can only display one IDS at a time. In the case of multiple businesses or tenants located on a single lot, each business is allowed to erect an IDS on the lot for not more than three 14-day periods per calendar year, provided that not more than one IDS is installed along any street frontage at the same time. One IDS per street frontage may be installed each time.
- (8) An IDS shall not be located in required parking places, or driveways that provide access to parking spaces or fire lanes, nor shall any IDS or its securing devices encroach into a right-of-way.
- (9) IDSs are only permitted within a nonresidential zoning district.

Instructional/informational sign means a sign whose sole purpose is to provide instruction, information, or direction to the general public that is essential to the health, safety, and public welfare of the community.

- (1) An instructional/informational sign shall contain no other message, copy, announcement, or decoration other than the essential instruction, information or direction, and shall not advertise or otherwise draw attention to an individual, business, commodity, service, activity, or product. Such signs shall include, but are not limited to, a sign identifying a property address, street address, restrooms, public telephones, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of warning, water resource information,

neighborhood watch informational, lock/take and hide informational, construction entrance or exit signage.

- (2) Instructional/informational signs erected by the city, local, federal or state governments for the purpose of public instruction, warnings or other similar hazards, street or highway designation, traffic control and similar purposes incidental to public interests shall be considered an instructional/informational sign. An instructional/informational sign will include a sign of a warning, directive or instruction erected by a public utility company that operates under a franchise agreement with the city or signs required by federal, state or other local authorities.
- (3) A sign permit is not required.
- (4) There are no restrictions.
- (5) The maximum area of an instructional/informational sign is 16 square feet.

Lights means any form of light sources or lumens, whether by electromagnetic radiation, flame, reflection, or any other form of lumens, that act upon the retina of the eye and optic nerve that makes sight possible.

Logo means any design, insignia or other marking of a company or product which is used in advertising to identify the company, business or product.

Lot means an individual parcel or tract of land recorded by a plat or deed in the county clerk's office.

Lot line means a line dividing one lot from another, or from a street or place.

Menu board sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive-in and generally used to provide service or product options and pricing for patrons who remain in a vehicle.

- (1) *Sign permit.* A sign permit is required.
- (2) *Restrictions.* A menu board sign is permitted only in conjunction with a nonresidential use or in a nonresidential zoning district. The minimum front building setback is 25 feet from the property line.
- (3) *Drive-thru menu board sign.* A menu board sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. The design, materials, and finish of a menu board sign shall match those of the buildings on the same lot. One menu board sign is permitted per drive-thru use on a lot. The maximum sign area of a menu board sign is 60 square feet. The maximum height of a menu board sign is six feet.
- (4) *Drive-thru pre-order sign.* A drive-thru pre-order sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. The design, materials, and finish of a drive-thru pre-order sign shall match those of the buildings on the same lot. One drive-thru pre-order sign is permitted at the entrance of the drive-thru lane on a lot. The maximum sign area of a drive-thru pre-order sign is 24 square feet in area. The maximum height of a drive-thru pre-order sign is six feet.
- (5) *Drive-in menu board sign.* A drive-in menu board sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. If the drive-in stalls are covered by a canopy, the drive-in menu board signage may be attached directly to the canopy support columns. The design, materials, and finish of a drive-in menu board sign shall match those of the buildings on the same lot. One drive-in menu board sign is permitted per ordering station. The maximum sign area of a drive-in menu board sign is nine square feet. The maximum height of a drive-in menu board sign is six feet.

Mobile advertisement sign means an operable or inoperable vehicle with illuminated or nonilluminated panels, other devices, or appendages used to advertise, promote or draw attention to products, services, events, or other similar purposes, designed or intended to be relocated from time to time. A mobile advertisement includes signs on wheels or mobile structures such as, among other things, trailers, skids,

banners, tents or other mobile structures. The primary purpose of a mobile advertisement sign is advertising and it is not used in the daily function of the business it advertises.

- (1) A mobile advertisement is prohibited in the city and its extraterritorial jurisdiction for longer than 20 minutes in a 24-hour day.
- (2) A mobile advertisement sign shall only be driven on public streets in the city and its extraterritorial jurisdiction. A mobile advertisement sign is not a vehicle sign. See *Portable sign* and *vehicle sign*.

Model home sign means a sign used to identify a builder or contractor model house that is open to the public for inspection by customers and located within a residential district. A model home sign provides a builder's name, corporate logo, hours of operation, website information, and telephone number.

- (1) A sign permit is required.
- (2) A model home sign is permitted on a lot that has been issued a building permit for construction of a residential dwelling or temporary sales trailer. A model home sign is a vertical framework consisting of one or more uprights supported by the ground. One model home sign is allowed per residential lot.
- (3) The minimum front setback of a model home sign shall be 15 feet from the property line. The minimum side or rear setback of a model home sign shall be ten feet from the property line. The maximum area of a model home sign shall not exceed 32 square feet. The maximum height of a model home sign shall not exceed ten feet. The average finished grade of the lot shall not be altered to increase the height of a model home sign.
- (4) Model home signs shall not contain neon or prohibited lights. Exterior lighting must meet the requirements of the light and glare standards as defined in Chapter 77, Zoning, as it currently exists or may be amended by ordinance.

Monument sign means a freestanding sign having a low profile, supported from the grade to the bottom of the sign having, or appearing to have, a solid base made of stone, concrete, metal, brick, routed wood planks or beams, or similar materials equivalent to the architecture of the building or complex.

- (1) A sign permit is required.
- (2) Maximum height for lots five acres or less is eight feet including base, measured from grade.
- (3) Maximum sign area for lots five acres or less is 64 square feet.
- (4) Maximum height for lots five acres or more is ten feet including base, measured from grade.
- (5) Maximum sign area for lots five acres or more is 150 square feet.
- (6) Setback is 15 feet from the curbline. If no curbline exists, the setback shall be 15 feet from the property line.
- (7) Number of signs allowed is no more than one monument sign per lot, with the following exceptions:
 - a. For lots over five acres abutting a state highway which is not classified as a business route: Minimum 200 feet separation between other allowed permanent freestanding signs on the same lot.
 - b. For lots over 20 acres: Minimum 300 feet separation between other allowed permanent freestanding signs on the same lot. See *Pylon sign*.

Moving sign means any sign, sign appendages or apparatus designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device. Moving signs or any sign appendage that moves are prohibited in the city and its extraterritorial jurisdiction.

Municipal banner means a temporary sign having characters, letters, or illustrations applied to plastic,

cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background used by the city, either acting alone or in cooperation with another person or entity, to promote the city, aid in economic development or economic activity in the city, promote citizenry and good will, promote awareness of happenings in the city, promote municipal-related places, activities, or events, or promote municipal-related information or an event or similar happening determined by the city to directly relate to the city's objectives in speaking on its own property. A municipal banner includes ornamentations and seasonal decorations.

- (1) Written permission from the building official is required. There is no time restriction.
- (2) A municipal banner may be erected on any city-owned property including, but not limited to, pavilions, fences, walls, vehicles, poles and light poles, or any other structure or apparatus approved by the building official.
- (3) Municipal banners shall not be faded, tattered or torn.

Mural means noncommercial pictures or artwork painted, drawn or applied on the exterior walls that do not depict or contain advertising, logos, or images of a product or service offered or sold on premises or off premises.

- (1) Murals shall not be used to advertise products or services of any kind offered or sold off premises or on premises. Any form of wording or logo shall be of secondary nature to a mural.
- (2) A sign permit is required.
- (3) A detailed drawing of the proposed mural shall be submitted to the city with the sign permit application for review to determine conformity with all applicable city, state and federal laws, statutes and ordinances.
- (4) The mural shall be executed in conformity to the detailed drawing of the proposed mural that is submitted to the city with the sign permit application.
- (5) A mural shall be located above grade and below a roof and only within a nonresidential zoning district. Murals shall not be applied to a roof or other similar cover of a building or structure. The maximum area of a mural shall not exceed the length or height of the exterior wall on which it is painted, drawn or applied. A mural shall not face a residential neighborhood unless separated by a major thoroughfare.
- (6) Murals are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
- (7) Murals shall not contain any matter that is obscene, or which offends the public morals, or that is inappropriate viewing material for anyone under the age of 18 years including, but not limited to:
 - a. Nudity or a state of nudity, specified anatomical areas and specified sexual activities, as those terms are defined in this section;
 - b. Less than completely and opaquely covered human genitals, buttocks, or that portion of the female breast below the top of the areola; and
 - c. Human male genitals in a discernibly turgid stage whether covered or uncovered.

Nameplate sign or *address sign* means a sign showing only the name and address of the owner or occupant of the premises with a maximum area of two square feet. No sign permit is required.

Neon tubing means a discharge tube containing neon that ionizes and glows with various colors when electric current is sent through it.

Nonconforming sign means any sign and its supporting structure that does not conform to all or any

portion of this chapter and was in existence and lawfully erected prior to the effective date of the ordinance from which this chapter is derived, and was in existence and lawfully located and used in accordance with the provision of any prior ordinances applicable thereto, or which was considered legally nonconforming thereunder, and has since been in continuous or regular use, or was used on the premises at the time it was annexed into the city and has since been in regular and continuous use. A nonconforming sign may be maintained.

- (1) The right to continue all nonconforming signs shall cease and such sign shall be removed whenever:
 - a. An approved application for a certificate of occupancy has been submitted or a certificate of occupancy is issued as provided in Chapter 77, Zoning, and a sign is associated with such occupancy. This provision applies to on-premises advertising signs only.
 - b. A sign is altered, moved or relocated without a permit pursuant to the provisions of this chapter.
 - c. A sign leans such that an angle between the sign and the ground is 45 degrees or less.
- (2) If a structurally sound nonconforming sign is destroyed in part or in whole by fire, storm, wind, or any other uncontrollable event, the sign may be rebuilt to its original state unless the cost to repair exceeds 60 percent of the replacement cost on the date of damage. If a nonconforming sign is destroyed and removed by any other means, the sign must be repaired or replaced in compliance with this article.
- (3) Signs designated by official action of the city as having special historic or architectural significance are exempt from subsection (1) of this definition.
- (4) A nonconforming general business sign situated on property purchased by the city may be relocated provided the sign is removed or rebuilt to conform to this chapter within one year by the sign owner or responsible party. Relocation is limited to the same physical sign with no increase in height, area, or change in other physical attributes. For purposes of this provision, a property acquisition initiated by the city does not include a right-of-way dedicated in the subdivision plat process. See *Public nuisances*.

Notice, as required by this chapter, shall be sufficient if it is effected by personal delivery or registered or certified mail, return receipt requested, by the United States Postal Service or by posting notice at the premises.

Official sign means a sign erected by a governmental agency within its territorial jurisdiction for the purpose of carrying out an official duty or responsibility and including, but not limited to, traffic signs and signals, zoning signs, and street signs. Special lighting or banners celebrating seasonal or civic events sponsored or endorsed by the city council may be official signs.

Off-premises or off-location sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at a location other than where the business, person, organization, activity, event, place, service, product, etc., is located. Off-location and off-premises signs are prohibited in the city and its extraterritorial jurisdiction.

On-premises or on-location means the property or location on which a business, person, organization, activity, event, place, service, product, etc., is located.

Owner means the owner of the sign, land or structure, or person responsible for erecting, altering, replacing, relocating, or repairing the sign or structure.

Permanent sign means any attached or detached sign placed in a fixed location or affixed to a permanent structure of a maximum height and area.

Pole sign means a sign erected on a vertical framework consisting of one or more uprights supported by the ground. Pole signs are prohibited in the city and its extraterritorial jurisdiction. See *Monument signs*, *pylon signs*, or *wall signs*.

Political sign means a sign that relates to the election of a person to a public office, a political party, or a matter to be voted upon at an election called by a public body or contains primarily a political message.

- (1) No sign permit required.
- (2) Political signs shall be located only on private property with the consent of the property owner.
- (3) A political sign shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, or within a designated easement or right-of-way. Political signs shall not exceed eight feet in height measured from the ground to the highest point of the sign. Political signs shall not exceed 36 square feet in area. Political signs shall not be illuminated. Political signs shall not contain any moving elements or parts. Political signs shall not be dilapidated or cause a hazard.

Portable sign means any sign with illuminated or nonilluminated panels, other devices, or appendages used to advertise, promote or draw attention to products, services, events, or other similar purposes, designed or intended to be relocated from time to time, whether or not it is permanently attached to a building or structure. Portable signs include signs on wheels or portable or mobile structures such as, among other things, trailers, skids, banners, tents or other portable structures.

- (1) Portable signs are prohibited in the city and its extraterritorial jurisdiction, except as specifically allowed by other sections and subsections of this chapter.
- (2) A portable sign is not a vehicle sign. See *Mobile advertisement sign* and *vehicle sign*.

Prohibited lights means lights that blink, strobe, flash, fade, scroll, or are anything other than stationary or static, that attract the attention of the general public or cause light pollution or light trespass.

- (1) Prohibited lights placed in any manner where the light is visible from the exterior of a business or other nonresidential use facility are prohibited in the city and its extraterritorial jurisdiction.
- (2) Exception. Federal, state and municipal authorized emergency devices or apparatuses, emergency vehicles, utility repair vehicles, fire and building code light devices for emergency or security purposes, or other required lighting for public safety purposes are not prohibited and must comply with all applicable Code provisions.

Projecting sign means a sign attached to and projecting out from a building face or wall, generally at a right angle to the building. A projecting sign advertises the name, telephone number, street address, or website information of a business.

- (1) A sign permit is required.
- (2) A projecting sign is permitted only in conjunction with a nonresidential use or in a nonresidential district. When a projecting sign is constructed over a pedestrian sidewalk, a minimum of a nine-foot clearance shall be provided between the grade of the sidewalk and the lowest portion of a projecting sign.
- (3) A projecting sign shall not extend above a building wall.
- (4) The maximum area of a projecting sign is 12 square feet.

Property line means the line denoting the limits of legal ownership of property.

Public nuisance means any sign or similar device erected, constructed or placed in a manner that

constitutes a traffic hazard, causes annoyance either to a limited number of persons or the general public, or causes a hazard or dangerous condition, any sign erected or constructed in or over any public right-of-way, or any prohibited or noncompliant sign.

- (1) The city shall immediately remove any sign deemed to present an immediate danger to the public health, safety or welfare. Within ten days after the removal of the sign, the owner of the property on which the sign was located shall be notified of the reasons for the removal of such sign.
- (2) Upon written notification to the owner, agent, or person having beneficial use of the land, building or structure upon which a neglected sign or an abandoned sign is located, such neglected sign shall be repaired by the owner, agent or person having beneficial use thereof or such abandoned sign shall be removed. The notification shall state that the offending sign shall be repaired or removed within ten days after written notification to do so. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the city may pursue any remedy available to it to remove or repair the sign, up to and including impoundment. See *Impounded signs*.

Public view means visible from any public right-of-way, city right-of-way, or access easement.

Pylon sign means a freestanding sign supported from the grade to the bottom of the sign having, or appearing to have, a solid base made of stone, concrete, metal, brick, or similar materials designed to complement the architecture of the building or complex.

- (1) A sign permit is required.
- (2) Pylon signs are prohibited in the Central Area (CA) Zoning District.
- (3) Minimum height is eight feet. Maximum height is 20 feet including base, measured from grade.
- (4) Maximum sign area is 150 square feet.
- (5) Setback is 15 feet from the back of the curb. If no curbline exists, the setback shall be 15 feet from the property line.
- (6) Number of signs allowed is no more than one pylon sign per lot, with the following exceptions:
 - a. For lots over five acres abutting a state highway which is not classified as a business route: Minimum 200 feet of separation between other allowed permanent freestanding signs on the same lot.
 - b. For lots over 20 acres: Minimum 300 feet of separation between other allowed permanent freestanding signs on the same lot. See *Monument sign* and *pole sign*.

Rear wall sign means a sign erected onto a wall with no main entrances or store fronts, and which does not face the front or side of the lot.

- (1) A sign permit is required.
- (2) A building may have a maximum of one rear wall sign.
- (3) Rear wall signs shall only be permitted in the CA Zoning District.

Revolving sign means any sign that turns, spins, or partially revolves or completely revolves 360 degrees on an axis. Revolving signs are prohibited in the city and its extraterritorial jurisdiction.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the city has an interest.

Roof (secondary) sign means a sign that is mounted to or projects from a canopy or secondary roof over the entry to a building, but does not project above the highest point of the building. A roof (secondary) sign

may be attached to a parapet wall.

- (1) A sign permit is required.
- (2) In lieu of a wall sign, a roof (secondary) sign may be installed on a parapet wall, provided the parapet wall extends around the entire perimeter of the building at the same elevation. A roof (secondary) sign may be erected on a secondary canopy or a secondary roof over an entry to a building.
- (3) The structural or mechanical elements of a roof (secondary) sign shall not be visible from six feet above the grade of adjacent streets.

Roof sign means a sign mounted on and supported by the roof portion of a building, or above the uppermost edge of a parapet wall of a building, and which is wholly or partially supported by such building or a sign that is painted directly to or applied on the roof or top of a building or structure.

- (1) A sign that is mounted on mansard facades, pent eaves or architectural projections, such as canopies or the fascia (wall) of a building or structure, shall not be considered to be a roof sign.
- (2) Roof signs are prohibited in the city and its extraterritorial jurisdiction.

Sandwich board sign means a temporary sign constructed of two pieces of wood, metal, or other similar material connected at the top by hinges or similar devices and may collapse when the connecting devices are overextended or the two pieces are against one another.

- (1) A sign permit is not required.
- (2) Sandwich board signs are only allowed to be displayed during normal daytime business hours between 8:00 a.m. and 5:00 p.m.
- (3) The maximum height is four feet. The maximum width is two feet. The maximum copy area is eight square feet per side.
- (4) One sandwich board is allowed per primary entrance to a commercial structure. A sandwich board sign must provide an unobstructed pedestrian clearance of at least four feet in width.
- (5) A sandwich board sign shall not be placed in any median. A sandwich board sign shall not be placed within a utility or right-of-way easement. A sandwich board sign shall not be illuminated or contain any moving parts other than the fasteners holding the faces of the sandwich board sign together.
- (6) A sandwich board sign shall not be placed in any manner to interfere with vehicular traffic or cause a potential hazard. Sandwich board signs are allowed only in the CA Zoning District. See *Signs in Central Area Zoning District* and *A-frame sign*.

School sign means an on-site temporary stake sign used to convey school registrations, enrollments, open houses, award ceremonies, PTA meetings, or other school-related events or functions for a city-based public or private educational facility to which the information pertains.

- (1) A school sign excludes information pertaining to dates, times, and locations of scheduled athletic games.
- (2) No sign permit is required.
- (3) A school sign may be erected up to seven days prior to the event and shall be removed no more than 48 hours after the conclusion of the meeting or event.
- (4) With permission of the owner, a school sign may be placed at a private or public school or at an improved property that has received a certificate of occupancy. A school sign erected on private property shall be no closer than ten feet from the edge of any street pavement.
- (5) The maximum area of a school sign shall not exceed six square feet. The maximum height of a school sign shall not exceed four feet.

- (6) A school sign shall not contain balloons, streamers, flags, pennants, or wind devices.

Security sign.

- (1) The term "security sign" means a sign which identifies emergency telephone numbers, hours, and security information.
- (2) No sign permit is required.

Sign means any medium, including its structure and component parts, including a name, number, identification, description and announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, beacon, light or insignia, and structure supporting any of the same, affixed directly or indirectly to or upon any building, structure, or vehicle, or erected or maintained upon a piece of land, which directs attention to any object, project, product, service, place, activity, person, institution, organization or business. The term "sign" shall also include any device, fixture, placard, or structure that uses any color, form, graphic, illumination, or symbol to communicate information of any kind to the public.

Sign area means the gross surface area of the sign, including a single surface of a sign with messages on both sides, the sum of all surfaces where two or more signs share a single structure, the gross surface area of both faces of a V-shaped sign not to exceed a 45 degree angle, and the copy area of a monument sign.

- (1) The square footage of a sign made up of letters, words or symbols within a frame shall be determined from the outside edge of the frame itself.
- (2) The square footage of a sign composed of only letters, words or symbols shall be determined from imaginary straight lines drawn around the entire copy or grouping of such letters, words, or symbols.
- (3) Double-faced signs shall be calculated as the area of one side only.
- (4) Three-dimensional or multifaceted signs shall be calculated as the maximum area visible from any single direction at any point in time.
- (5) In the case of an irregularly shaped sign, the sign area is calculated by enclosing the extreme limits of the sign by no more than four rectangles. The sum of the area of the rectangles shall be the gross surface area. The maximum allowable area is reduced by ten percent for the second and each subsequent rectangle used in the calculation.

Sign height means the vertical height of a sign measured from the sign grade to the highest point of the sign or its structure.

Sign setback means the horizontal distance between the closest portion of a sign, whether the support structure or edge of the sign area, and the front or side property line, as measured from that part of the sign, including its extremities and supports, nearest any point on an imaginary vertical plane projecting vertically from the front or side property line.

Special event means a festival, fair, tournament, or other similar happening.

- (1) Should city staff question a proposed activity or celebration as a valid special event, a description of the proposed activity or celebration will be prepared by the applicant and forwarded to the city council by city staff for the city council's consideration of the event as a special event.
- (2) Business promotions, such as grand openings and sales events, shall not be classified as a special event.

Special event signs means temporary signs, banners, pennants, or lights as may be authorized for a special event.

- (1) No sign permit is required.
- (2) Signage associated with a special event shall be erected no earlier than seven days prior to the event and removed no later than 24 hours after the conclusion of the event.

Stake sign means a temporary directional sign with a maximum height of three feet and a maximum copy area of six square feet with an end for driving into the ground. A stake sign includes, but is not limited to, garage sale, realtor/open house, homebuilder directional, for rent, for sale, and similar signage.

Subdivision identity/entrance sign means a sign mounted to a screening wall or engraved into a masonry block which identifies a residential development or a planned development, whether residential or noncommercial, and generally refers to the platted name of the subdivision or planned development.

- (1) A sign permit is required.
- (2) A sign permit shall not be issued to erect or place a subdivision identity/entrance sign on a property until a final plat is approved by the planning and zoning commission for development of the property.
- (3) All subdivision identity/entrance signs shall be located within the platted limits of a residential subdivision to which it pertains. Subdivision identity/entrance signs may be in the form of a sign mounted to a screening wall that does not project from the fascia of the wall more than one inch. Subdivision identity/entrance signs are limited to two signs per entrance.

Temporary religious sign means a temporary stake sign used to provide the name of and direction to a location occupied by a religious organization or religious group that temporarily operates in a school or other facility. A temporary religious sign identifies the meeting location and address, website information, hours of service, and telephone number of a religious organization or group.

- (1) A sign permit is not required.
- (2) A temporary religious sign may be erected during times of worship, provided that the sign is placed no earlier than two hours prior to worship and removed no later than two hours after worship.
- (3) A temporary religious sign shall be placed on private property with consent of the property owner. Temporary religious signs shall be erected on private property not closer than ten feet from the edge of any street pavement or designated roadway or right-of-way.
- (4) The maximum area of a temporary religious sign shall not exceed six square feet. The maximum height of a temporary religious sign shall not exceed four feet.
- (5) A temporary religious sign shall not contain balloons, streamers, flags, pennants, or wind devices. See *Banner signs*.

Temporary sign means any sign used to display information that relates to a land use, or a sign with a limited duration which is not rigidly and permanently installed into or on the ground, attached to a building, or as identified in this chapter.

Traffic lights and signage mean any traffic-related sign, light, apparatus, or device installed and which provides information to vehicular drivers and pedestrian traffic.

- (1) No sign permit is required.
- (2) Traffic-related signs, lights, apparatuses, or devices require approval from the engineering department, which includes the review and approval of design, size, placement, and any other specifications or requirements prior to installation from the traffic engineer.
- (3) Exemption. Signs, lighting, apparatuses, or devices installed or required by federal or state laws are

exempt from these provisions.

V-shaped sign means a sign that fronts two street frontages with more than five degrees of parallel. V-shaped signs are prohibited in the city.

Vacant building sign.

- (1) No sign shall be permitted to remain on the lot of, or on, any vacant building, except a sign regarding the lease or sale of the building and property to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.
- (2) Vacant building signage is prohibited in the city.

Variance request means an official written request to the planning and zoning commission to allow exceptions to the regulations or requirements of this chapter.

- (1) Variance requests shall be in writing and authorized by the property owner.
- (2) Variance requests shall be heard by the planning and zoning commission at a public hearing.
- (3) An application for such a request may be obtained from the city.

Vehicle means any operable or inoperable motorized machine on wheels, treads, or runners by which any persons, materials, commodity, or property is or may be transported.

Vehicle sign means any sign attached to any vehicle, truck, car, bus, trailer, boat, recreational vehicle, motorcycle or any other vehicle.

- (1) Any vehicle, whether operable or not, shall not be parked or decorated where the primary purpose is to use the vehicle as a sign.
- (2) Vehicle signs shall exclude bumper stickers and state required registration or inspection stickers.
- (3) No sign permit is required.
- (4) Vehicle signs are allowed 24 hours each and every continuing day. Vehicles signs are permitted provided the vehicle is operable, currently registered, and licensed to operate on public streets and actively used in the daily function of the business to which such sign relates.

Vending machine sign means a sign attached to or incorporated as part of a vending machine or gasoline pump, and generally advertises products dispensed, offered or sold from the vending machine or gasoline pump.

- (1) No sign permit is required.
- (2) Vending machine signs may be displayed 24 hours each and every day.
- (3) Vending machines displaying vending machine signs shall not obstruct pedestrian or vehicular traffic.
- (4) Vending machine signs shall be directly attached to a vending machine or gasoline pump. Vending machine signs shall be flat and not project from the vending machine or gasoline pump. Unless otherwise required by federal, state or local laws, signs that promote products or other items shall not be attached to light poles, canopy supports, rails, trees, parking signs, vehicles, or other objects.

Wall sign means any sign erected against an exterior wall or erected parallel directly onto a wall. A wall sign is a sign erected parallel to and extending not more than 12 inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. A wall sign identifies the name or logo of a business.

- (1) A sign permit is required.
- (2) Wall signs are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
- (3) Maximum wall coverage for signs placed on the front or side of a building, which wall contains a main entrance into the building, above the highest opening (window or door), shall be limited to 25 percent of the area, measured vertically from the highest opening (window or door) up to the highest point of the wall, and horizontally from outside corner to outside corner of such wall, including openings.
- (4) Maximum wall coverage for signs placed on the front or side of a building, which wall contains a main entrance into the building, below the top of the first floor opening (window or door), shall be limited to ten percent of the area, measured vertically from the top of the highest opening (window or door) down to the sidewalk, and horizontally from outside corner to outside corner of such wall, including openings.
- (5) Maximum wall coverage for rear wall signs shall be limited to 15 percent of the rear wall surface, measured vertically from the bottom of the wall to the roof, and horizontally from outside corner to outside corner of the rear wall.

Wind device means any pennant, streamer, spinner, balloon, cloud buster balloon, inflatable objects or similar devices made of cloth, canvas, plastic or any flexible material designed to float or move, or which moves freely in the wind, with or without a frame or other supporting structure, used for the purpose of advertising or drawing attention to a business, commodity, service, sale or product.

- (1) No permit is required.
- (2) Wind devices are allowed for temporary events only. Temporary events include business grand openings, festivals, fairs, tournaments, or other similar happenings.
- (3) Wind devices shall be erected no earlier than seven days prior to an event and removed no later than 24 hours after the conclusion of the event.
- (4) Wind devices are allowed for not more than three 14-day periods per calendar year.
- (5) Flags and grand opening balloons or balloon arrangements shall not be considered a wind device.

Window sign means any sign, poster, window slick, or other similar displayed item, excluding banners, located on the internal or external surface of a window, for the purpose of advertising a business's name, telephone number, website information, services, commodities, or products offered or sold that are available within the building, that is visible from a public street or sidewalk.

- (1) No sign permit is required.
- (2) The maximum area of a window sign shall not exceed 50 percent of the window where the sign is displayed. Illuminated window signs shall not exceed 25 percent of a window and shall not be closer than three feet from a public door. A window sign may be displayed 24 hours each and every continuing day.
- (3) Window signs may be displayed and installed on the inside or exterior of a window.
- (4) Illuminated and nonilluminated window signs or their appendages shall not blink, strobe, fade, flash, scroll, or move in any manner. Illuminated window signs shall remain static and stationary.

Yard sign means a temporary stake sign used to publicize the arrival of a newborn, participation of a family member in a school activity or sport, the presence of a security system, animals, and seasonal decorations.

- (1) No sign permit is required.

- (2) Yard signs may be erected 24 hours each and every day.
- (3) Yard signs shall be located only on lots containing an occupied single-family, two-family, or multifamily dwelling. Yard signs shall be erected no closer than ten feet from the street pavement.
- (4) Signs advertising the presence of a home security system shall not exceed one square foot in area.
- (5) Signs advertising the arrival of a newborn, the participation of a family member in a school activity or sport, or the presence of animals shall not exceed four square feet in area.
- (6) Seasonal decorations are excluded from place and manner requirements.

Zoning sign means a temporary sign erected to publicize a request to zone or rezone a property.

- (1) No sign permit is required.
- (2) The zoning sign shall be placed in a location visible from all streets adjacent to the property included in the zoning request. One zoning sign shall be erected adjacent to each street frontage of the property. The area of a zoning sign shall be 16 square feet. The width of a zoning sign shall be four feet.

(Ord. No. 2007-48, app. A, § 3-1, 10-9-2007; Ord. No. O-2013-0611-001, § 2, 6-11-2013)

Sec. 56-32. - Prohibited signs.

- (a) Certain signs are prohibited in the city, including any sign which:
 - (1) Uses any combination of forms, words, colors, or lights to imitate emergency or traffic signs or signals;
 - (2) Is obsolete or abandoned;
 - (3) Is not specifically permitted by this chapter;
 - (4) Exceeds the maximum height and area requirements established in this chapter and any temporary sign exceeding the time limits established in this chapter;
 - (5) Is not referenced in or governed by this chapter;
 - (6) Is erected or installed without the issuance of a permit (if a permit was required), either prior to or after the adoption of the ordinance from which this chapter is derived;
 - (7) Emits odor or visible matter;
 - (8) Is erected or installed in or over a right-of-way or access easement, unless permitted within this chapter;
 - (9) Does not comply with this chapter or applicable municipal ordinances, or those which do not comply with federal or state laws;
 - (10) Is a pole sign;
 - (11) Is an off-premises sign; or
 - (12) Is a vehicular sign.
- (b) It shall be unlawful for any person to display upon any sign any obscene, indecent or immoral matter, such as will offend public morals or decency.
- (c) No person shall place or suspend from any building, light pole, utility pole, structure, sidewalk, parkway, and driveway or parking area, any goods, wares, merchandise or other advertising or display of such items other than a sign, as defined, regulated and permitted by this chapter.
- (d) No cloth, paper, banner, flag, device or other similar advertising matter shall be permitted to be attached to, suspended from or be allowed to hang from, any sign, building or structure, when the same shall create a public nuisance or danger.
- (e) No person shall attach any sign, paper or other material, or paint, stencil, or write any name, number

(except address numbers) or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, fence or structure, except as otherwise allowed by this chapter.

- (f) No person shall paste, stick, tack, nail or otherwise place any advertisement, handbill, placard or printed, pictured or written matter or thing for any purpose upon any fence, railing, sidewalk or public property, including trees thereon.
- (g) It shall also be unlawful for any person to scatter or throw any handbills, circulars, cards, tear sheets or any other advertising device of any description, along or upon the street or sidewalk in the city.
- (h) No sign shall be illuminated to such intensity or in such a manner as to cause a glare of brightness to a degree that it constitutes a hazard or nuisance to traffic. Moving, flashing, intermittently lighted, color changing, beacons, undulating, swinging, rotating, revolving or similarly constructed signs shall not be allowed, except for time and temperature on an otherwise permitted sign, except as signs hung or displayed inside a window.
- (i) No rear lighted, or internally lighted, plastic signs shall be allowed in the Central Area Zoning District.
- (j) No portion of any sign shall be erected on or over public property, unless the same is erected by the city, or with the permission of the city.
- (k) Any sign erected on a vertical framework supported by and located immediately and entirely over the roof of a building is prohibited.
- (l) No portion of any sign shall be painted directly on to the exterior wall or facade of any building or structure other than on a window or door.

(Ord. No. 2007-48, app. A, § 3-2, 10-9-2007)

Secs. 56-33—56-52. - Reserved.

ARTICLE III. - ZONING DISTRICTS AND SPECIAL REQUIREMENTS

Sec. 56-53. - Signs for the Central Area (CA) Zoning District.

(a) *Policy and purpose.*

- (1) The Central Area (CA) Zoning District is a unique historical and cultural environment that provides a certain charm and aura to the city which cannot be replaced and is worthy of preservation.
- (2) In an age of uniform franchise signs and generic, plastic box signs, historic signs and even new historic styled signs (signs which emulate or imitate historic signage) often attract by their individuality. Historic signage typically allowed buyers and sellers to communicate quickly using images that were the medium of daily life. By communicating names, addresses, prices, products, images and other fragments of daily life, historic styled signs also bring the past to life.

(b) *Design considerations.* In order to preserve the benefits of the CA, all signs in the CA shall have a design appearance compatible with, reflective of, and incorporating materials and design elements utilized in, the original building design, time era, and historic downtown character of the CA. The following points should be considered when designing and constructing new signs for structures in the CA:

- (1) New signs should emulate or imitate historic signage. The simple signs that were originally used on these buildings serve as the best example for new signs.
- (2) Signs should be viewed as part of an overall graphics system for the historic building to which they are attached. Signs should work with the building, rather than against it.
- (3) New signs should respect the size, scale and design of the historic building.
- (4) Sign placement is an important decision and new signs should not obscure significant architectural features and building elements or design details of a historic building.
- (5) New signs should also respect neighboring buildings and add to the tapestry and appeal of the

CA. New signs should not overpower the historic building to which they are attached or adjacent structures.

- (6) Sign materials should be compatible with the historic character of the building and the CA. Materials characteristic of the building's period and style, used in contemporary designs, can form effective new signs.
- (7) New signs should be attached to the building carefully to prevent damage to historic fabric and to ensure the safety of pedestrians. Fittings should penetrate mortar joints rather than brick, for example, and sign loads should be properly calculated and distributed.

(c) *Sign standards.*

- (1) Allowable signs in the CA include general business signs, incidental signs, menu boards, nameplates, wall signs and rear wall signs.
- (2) Signs shall be designed for pedestrian and slow moving traffic. Big does not mean better.
- (3) Signs shall be flat signs with an allowable thickness of no more than four inches, measured from the wall surface to that portion of the face of the sign which projects furthest away from the building wall.
- (4) Signs should be placed under the lower cornice. No sign shall be allowed above the top of the second-story windows of a building.
- (5) Signs may be placed on the building's fascia or on the sign frieze, which is the horizontal flat bank above the store windows. Such signs may be on a flat signboard or made of individual letters or symbols attached to the building's fascia or sign frieze.
- (6) Signs may be placed on an awning. The following shall apply:
 - a. Only one awning sign is allowed per building.
 - b. Awnings shall be positioned to emphasize special shapes or details of the facade, draw attention to shop entrances, or to emphasize a display window.
 - c. Awning signs positioned along the first floor level of the facade shall be no less than eight feet from the sidewalk to the sign.
 - d. Awning signs shall not extend beyond the awning or canopy projection.
 - e. Awnings and awning signs shall not be made of metal, shiny plastic, barrel or square extension awning, or internally-illuminated vinyl awning.
- (7) Sandwich boards are allowed provided they adhere to the following criteria:
 - a. One sign per primary entrance;
 - b. May extend out a maximum of two feet from the building, with the maximum of six square feet of sidewalk area used.
- (8) Projecting signs that hang over the sidewalk are discouraged because they often obscure individual buildings and interrupt the visual harmony of the street. A projecting sign that is attached to a wall and extends out from a building may be used provided it meets the following criteria:
 - a. The projecting sign shall not extend more than 15 inches in whole or in part horizontally or diagonally beyond the surface of the building to which it is attached;
 - b. The projecting sign shall be placed along the first floor level of the facade;
 - c. Projecting signs must have a minimum clearance above the sidewalk of eight feet and shall not extend 12 feet or more above the sidewalk nor above the roof line of the building to which it is affixed;
 - d. The projecting sign shall be of a unique shape and design or symbolize the services offered

- within the business being advertised, such as a bowl and trestle advertising a drug store or pharmacy; and
- e. The projecting sign shall be no more than four inches thick.
- (9) Materials and colors shall be harmonious with the architecture of surrounding structures in the CA.
- (10) Sign materials should be durable and easy to maintain.
- a. Appropriate and acceptable sign materials include:
1. Painted or carved wood;
 2. Carved wooden letters;
 3. Galvanized sheet metal;
 4. Porcelain enamel;
 5. Slate, marble, or sandstone;
 6. Gold leaf;
 7. Gilt, painted, stained, or sandblasted glass; or
 8. Stained glass.
- b. Plastic shall not be allowed unless it is determined to have the appearance of one of the appropriate sign materials identified herein.
- (11) A sign in the CA shall not visually dominate the structure to which it belongs or call undue attention to it.
- (12) No Day-Glo, fluorescent, neon or brilliant bright colored signs shall be allowed in the CA. Standard or traditional colors shall be used.
- (13) No rear lighted, or internally lighted, plastic signs shall be allowed in the CA.
- (14) No sign shall contain any moving parts or be lit from behind or internally unless and except it is an historically accurate reproduction of a sign previously existing in the specific location proposed.

(Ord. No. 2007-48, app. A, § 4-1, 10-9-2007)

Sec. 56-54. - Zoning districts.

The zoning district in which the sign is located is established as indicated in Chapter 77, Zoning, and on the city zoning map. The zoning provisions, as contained in Chapter 77, Zoning, and the zoning map may be amended from time to time.

- (1) *Single-family residential district*. Includes areas located in districts zoned SF-1, SF-2, SF-3, and PD-Planned Development.
- (2) *Multifamily residential district*. Includes areas located in districts zoned 2-F Duplex, MF-1, MF-2 Multifamily, and PD-Planned Development.
- (3) *Office and office technology district*. Includes areas located in districts zoned O-Office, CA-Central Area, HC-Highway Commercial, and PD-Planned Development.
- (4) *Commercial/retail district*. Includes areas located in districts zoned GR-General Retail, NS-Neighborhood Services, HC-Highway Commercial, CA-Central Area, and PD-Planned Development.
- (5) *Industrial district*. Includes areas located in districts zoned L1-Light Industrial, L2-Heavy Industrial, and PD-Planned Development.

(Ord. No. 2007-48, app. A, § 4-2, 10-9-2007)

Secs. 56-55—56-81. - Reserved.

ARTICLE IV. - INSPECTIONS AND DESIGN REQUIREMENTS

Sec. 56-82. - Inspection; purpose and method.

The building official is authorized to perform an inspection of all signs. The purpose of the inspection is to ensure that the sign has been constructed in accordance with this article, other applicable Code provisions, and the applicable permits. The method and time of such inspections shall be determined by the building official.

(Ord. No. 2007-48, app. A, § 5-1, 10-9-2007)

Sec. 56-83. - Sign specifications; design and other requirements.

- (a) *Compliance with comprehensive zoning ordinance, International Building Code, National Electrical Code, and other ordinances.* All sign structures shall comply with Chapter 77, Zoning, as it currently exists or may be amended by ordinance, the International Building Code, the National Electrical Code, and other Code provisions, as they currently exist or may be amended by ordinance. If the standards as described in this subsection are more restrictive than another Code provision or code, the provisions of this article shall apply.
- (b) *Visibility.* All signs shall observe all visibility requirements. Signs shall not be placed within visibility triangles, corner clips, or easements as defined in the Thoroughfare Plan or Design Manual, as they currently exist or may hereafter be amended. Signs shall not create a hazard.
- (c) *Signs posted in specified areas.* Unless otherwise permitted within this article, no person shall post or cause to be posted, attach or maintain a sign upon any:
 - (1) City-owned property or right-of-way without written permission of the city manager or his designated representative;
 - (2) Utility easement. Should a property owner be able to demonstrate to the city engineer or franchise utility company that there is no other viable location for a sign other than a utility easement, a sign may be located within the utility easement subject to written approval from the city engineer or franchise utility company and subject to the providing of a letter to the city releasing the city of any liability for repair or replacement of a sign damaged by work occurring within the utility easement;
 - (3) Tree, utility pole or structure, street sign, rail, or any fence;
 - (4) Fence, railing or wall, except in accordance with section 56-31; or
 - (5) Sidewalk within the right-of-way or sidewalk easement, curb, gutter, or street, except for house numbers or fire lane designation.
- (d) *Signs attached to fire escapes.* No sign shall be attached in any manner to any fire escape or to the supporting members of any fire escape, nor shall it be guyed to or supported by any part of a fire escape.
- (e) *Accumulation of rainwater.* All signs shall be constructed to prevent the accumulation of rainwater in the sign.
- (f) *Location near telephone cable, power line, or street light.* No sign shall be erected nearer than two feet from any telephone cable, power line or any street light standard.
- (g) *Signs not to block or interfere with exits or windows, or pedestrian and vehicular traffic.* No sign shall be erected to block, partially block, or interfere, in any way, neither with a required means of exit from any building nor with any window. No sign shall block, interfere, or otherwise hinder pedestrian or vehicular traffic on a public sidewalk, a public thoroughfare, a fire lane easement, or a driveway required to access parking.

- (h) *Glass signs over public property or pedestrian area.* Signs constructed of glass or other materials which may shatter upon impact are prohibited over a public right-of-way or pedestrian area.
- (i) *Assumed wind load for design purposes.* For the purposes of design of structural members in signs, an assumed wind load of 20 pounds per square foot shall be used.
- (j) *Multiple signs on a property or building.* The permitting of a sign on a property or building shall not preclude the permitting of other types of signs on a property or building, unless the signs are expressly prohibited herein.
- (k) *Exemptions.* Signs located within a building, with the exception of window signs, shall not be regulated by this article.

(Ord. No. 2007-48, app. A, § 5-2, 10-9-2007)

Secs. 56-84—56-109. - Reserved.

ARTICLE V. - VARIANCES

Sec. 56-110. - Variance procedures.

The planning and zoning commission shall perform the functions of the sign board of appeals (the "board"). Refer to article VI of this chapter for more information regarding the sign board of appeals. The following procedure shall be followed when a request for a variance to these sign regulations is sought:

- (1) Requests for variances to sign regulations and allegations of errors in orders, decisions, or determinations by an administrative official in the administration of the sign regulations shall be made in writing by the applicant and heard by the board at a public hearing. An application for such appeal may be obtained from the city. The board shall hear, if possible, the request for a variance or the allegation of error within 30 days after receipt of a completed application and applicable application fees. The application will require written authorization from the property owner before being filed.
- (2) Before the tenth day before the date of the public hearing conducted by the board, written notice of the public hearing shall be sent by its deposit in the United States mail to each owner, as indicated by the most recently approved municipal tax roll of property within 200 feet of the property on which the variance is proposed. The notice shall include a description of the time and place of such hearing, a description of the location of the subject property, and a description of the requested variance. In addition, the notice shall be published in the official newspaper of the city stating the time and place of such hearing, a minimum of ten days prior to the date of the public hearing.
- (3) In order to approve a request for a variance, the board shall determine whether the request meets three of the following four criteria:
 - a. The proposed sign shall not adversely impact the adjacent property (visibility, size and the like);
 - b. The proposed sign shall be of a unique design or configuration;
 - c. The variance is needed due to restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be erected;
 - d. The variance will substantially improve the public convenience and welfare and does not violate the intent of this article.
- (4) Should the board deny a request for a variance, the applicant may appeal the request to city council. A vote of three-quarters of the councilmembers present or four votes, whichever is greater, is required to approve the appeal. The city council's decision is final. The appeal to the city council will require renotification of the surrounding property owners and publication in the

newspaper in the same manner described in subsection (2) of this section.

(5) A variance shall not be approved for a sign that is prohibited by this article.

(Ord. No. 2007-48, app. A, § 6-1, 10-9-2007)

Secs. 56-111—56-133. - Reserved.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Review water rate structure and make possible suggestion for changes regarding water users outside the city limits of Farmersville

- The water rate section from the Master Fee Schedule is attached for review.

ACTION: Council to act as deemed appropriate.

Tax adjustment. The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.

SECTION 3. Water Service Fees (C of O Article II, Section 2-2 Water monthly service fees)

WATER SERVICE	
Inside City Limits:	
Meter Charge (Includes 1,000 gallons)	
3/4 inch or less	\$13.11
1 inch	21.31
1 ½ inch	41.83
2 inch	66.44
3 inch	74.65
4 inch	205.94
6 inch	411.08
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 gallons	\$6.25
10,001 to 20,000 gallons	8.10
In excess of 20,000 gallons	9.93
Outside City Limits:	
Residential or Commercial Customers of Record Prior to 1985	
Meter Charge (includes 1,000 gallons)	
3/4 inch or less	\$19.67
1 inch	31.97
1 ½ inch	62.75
2 inch	99.66
3 inch	111.98
4 inch	308.91
6 inch	616.62
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 gallons	\$9.38
10,001 to 20,000 gallons	12.15
In excess of 20,000 gallons	14.90
Outside City Limits:	

Residential or Commercial Customers of Record Since 1985	
Meter Charge (includes 1,000 gallons)	
3/4 inch or less	\$26.22
1 inch	42.62
1 ½ inch	83.66
2 inch	132.88
3 inch	149.30
4 inch	411.88
6 inch	822.16
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 gallons	\$12.50
10,001 to 20,000 gallons	16.20
In excess of 20,000 gallons	19.86

SECTION 4. Sewer Service Fees (C of O, Article II, Section 2-3, sewer monthly service fees)

SEWER SERVICE	
Inside City Limits Residential:	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric rate using winter averaging Dec/Jan/Feb 1,000 gallons < water consumption <=15,000 gallons	\$9.68 / 1,000 gallon
Maximum volumetric charge using winter averaging water consumption >15,000 gallons	\$135.52
Volumetric rate for customers without winter averaging 1,000 gallons < water consumption <= 7,000	\$9.68 / 1,000 gallon
Maximum volumetric charge without winter averaging water consumption >7,000 gallons	\$58.08
Inside City Limits Commercial:	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric charge 1,000 gallons<water consumption	\$9.68 / 1,000 gallon
Outside City Limits Residential:	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate using winter averaging Dec/Jan/Feb 1,000 gallons <water consumption<=15,000 gallons	\$11.13 / 1,000 gallon
Maximum volumetric charge using winter averaging water consumption >15,000 gallons	\$155.85
Volumetric rate for customers without winter averaging 1,000 <water consumption <=7,000 gallons	\$11.13 / 1,000 gallon
Maximum volumetric charge without winter averaging	\$66.79

water consumption >7,000 gallons	
Outside City Limits Commercial:	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate 1,000 gallons <water consumption	\$11.13 / 1,000 gallon

SECTION 5a. On-Site Sewage Facility (C of O, Article II, Section 2-3, Sewer service fees)

ON-SITE SEWAGE FACILITY	
New Residential Construction	\$150
New Commercial Construction	\$150
Existing System	\$100

SECTION 5. Water and Sewer Tap Fees (C of O, Article II, Section 2-4, Water and sewer tap fees)

WATER TAPS	
¾ inch	\$600
1 inch	\$700
2 inch	\$1,200
Greater than 2 inch	125% of materials cost plus \$500
SEWER TAPS	
4 inch	\$600
6 inch	\$650
Greater than 6 inch	125% of materials cost plus \$500

SECTION 6. Electric Service Fees (C of O Article II Section 2-5, Electric service fees) (Ordinance # O-2014-0408-001)

Residential Rate	
Minimum monthly charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
Small Commercial Rate	
Minimum monthly charge	\$15.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
Medium Commercial Rate	
Minimum monthly charge	\$40.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh
Demand Charge for all monthly billing demands greater than 25 kW	\$7.25 per kWh
Large Commercial Rate	
Minimum monthly charge	\$86.00



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Review status and plans for code enforcement involving Highway 380, Highway 78 and front yard parking

- Police Chief Mike Sullivan and City Manager Ben White will discuss this item.

ACTION: Council to act as deemed appropriate.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: November 17, 2015

SUBJECT: Consider, discuss and act upon current status of boundary agreements between the City of Farmersville and the City of Blue Ridge and the City of Princeton

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

ACTION: Council to act as deemed appropriate.

09/09/2015 met in person and discussed boundary ordinance.
06/23/2015 questioned if ordinance had passed
04/20/2015 forwarded ordinance as approved by Alan Lathrom
04/15/2015 Joe asked if I have the revised agreement
04/15/2015 Eddy Daniel revised boundary map to include Chaparral Trail
04/07/2015 sent Joe revised agreement
04/07/2015 asked Eddy Daniel for boundary map



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Consider, discuss and act upon the Drought Contingency and Water Conservation Management Plan

- City Manager Ben White will discuss this item.

ACTION: Council to act as deemed appropriate.



Farmersville
DISCOVER A TEXAS TREASURE®

Water Management Plan

City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Release Date: November 17, 2015
Document Revision C

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Water Management Plan

1 INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important to make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ), the Texas Water Development Board (TWDB), and the North Texas Municipal Water District (NTMWD) have developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers.¹ TCEQ guidelines and requirements are included in Appendix B. The best management practices established by the Water Conservation Implementation Task Force², established pursuant to SB1094 by the 78th Legislature, were also considered in the development of the water conservation measures.

The water conservation sections of this plan include measures that are intended to result in ongoing, long-term water savings. The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions.

¹ Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Rules 288.1, 288.2, 288.5, 288.20, 288.22, and 288.30 downloaded from [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=288&sch=A&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=288&sch=A&rl=Y), November 2015.

² Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.

2 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plan Requirements

The elements in the Texas Administrative Code (TAC) TCEQ water conservation rules covered in this plan are listed below.

TCEQ Requirement Section	TCEQ Requirement Description	WMP Section
Minimum Water Conservation Requirements Covered by this Plan		
288.2(a)(1)(A)	Utility Profile	Section 5 and Appendix C
288.2(a)(1)(B)	Record Management System	Section 7.3.3
288.2(a)(1)(C)	Specific, Quantified Goals	Section 7.2
288.2(a)(1)(D)	Accurate Metering	Sections 7.3.1
288.2(a)(1)(E)	Universal Metering	Section 7.3.2
288.2(a)(1)(F)	Determination and Control of Unaccounted Water	Section 7.3.4
288.2(a)(1)(G)	Public Education and Information Program	Section 7.5
288.2(a)(1)(H)	Water Rate Structure	Section 7.6
288.2(a)(1)(I)	Reservoir System Operation Plan	Section 7.7.1
288.2(a)(1)(J)	Means of Implementation and Enforcement	Section 4
288.2(a)(1)(K)	Coordination with Regional Water Planning Group	Section 7.8 and Appendix F
288.2(a)(2)(B)	Requirement for Water Conservation Plans by Wholesale Suppliers	Section 7.7.5
288.2(a)(3)(F)	Considerations for Landscape Water Management Regulations	Section 7.7.4
288.2(c)	Review and Update of Plan	Section 5
Optional Water Conservation Requirements Covered by this Plan		
288.2(a)(2)(A)	Leak Detection, Repair, and Water Loss Accounting	Section 7.3.5
288.2(a)(3)(A)	Conservation Oriented Water Rates	Section 7.6
288.2(a)(3)(B)	Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures	Section 7.7.3
288.2(a)(3)(C)	Replacement or Retrofit of Water-Conserving Plumbing Fixtures	Section 7.7.3
288.2(a)(3)(D)	Reuse and Recycling of Wastewater	Section 7.7.2
288.2(a)(3)(G)	Monitoring Method	Section 7.4
288.2(a)(3)(H)	Additional Conservation Ordinance Provisions	Section 7.7
Wholesale Water Conservation Requirements Covered by this Plan		
288.5(1)(A)	Description of Service Area	Section 6 and Appendix C
288.5(1)(B)	Five-Year and Ten-Year Water Saving Targets	Section Error! Reference source not found.
288.5(1)(C)	Diversion Measurement Methods	Section

TCEQ Requirement Section	TCEQ Requirement Description	WMP Section
288.5(1)(D)	Monitoring and Record Management Program	Section 7.3.3
288.5(1)(E)	Metering, Leak Detection, and Repair	Section 7.3.5
288.5(1)(F)	Water Supply Contract	Section 7.7.5
288.5(1)(H)	Implementation and Enforcement	Section 4
288.5(1)(I)	Coordination with Regional Water Planning Groups	Section 7.8 and Appendix F

This plan does not cover requirements for the following TCEQ Texas Administrative Code rules since they are not applicable to City of Farmersville uses:

- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.3, Water Conservation Plans for Industrial or Mining Use
- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.4, Water Conservation Plans for Agricultural Use
- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.6, Water Conservation Plans for Any Other Purpose or Use
- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.7, Plans Submitted with a Water Right Application for New or Additional State Water
- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.21, Drought Contingency Plans for Irrigation Use

2.2 Drought Contingency Plan Requirements

The elements in the TAC TCEQ drought contingency rules covered in this plan are listed below.

TCEQ Requirement Section	TCEQ Requirement Description	WMP Section
288.20(a)(1)(A)	Public Information and Feedback Program	Section 8.2
288.20(a)(1)(B)	Continuing Public Education	Section 8.3
288.20(a)(1)(C)	Coordination with Regional Water Planning Group	Section 8.8
288.20(a)(1)(D)	Information to be Monitored for Drought Response Stages	Section 8.5
288.20(a)(1)(E)	Implementation of Drought Response Stages	Section 8.5
288.20(a)(1)(F)	Water Supply and Demand Targets	Section 8.5
288.20(a)(1)(G)	Water Supply and Demand Management Measures	Section 8.5
288.20(a)(1)(H)	Initiation or Termination of Each Drought Response Stage	Section 8.5
288.20(a)(1)(I)	Variances	Section 8.6
288.20(a)(1)(J)	Enforcement	Section 8.7

TCEQ Requirement Section	TCEQ Requirement Description	WMP Section
288.20(b)	Notification of Implementation of any Mandatory Provisions	Section 8.4
288.20(c)	Updates	Section 8.9
288.22(a)(1)	Public Information and Feedback Program	Section 8.2
288.22(a)(2)	Coordination with Regional Water Planning Group	Section 8.8
288.22(a)(3)	Initiation or Termination of Each Drought Response Stage	Section 8.5
288.22(a)(4)	Drought Response Stages	Section 8.5
288.22(a)(5)	Notification of Drought Response Stages	Section 8.5
288.22(a)(6)	Quantified Targets for Reduction	Section 8.5
288.22(a)(7)(A)	Curtailment of Water Delivery	Section 8.4
288.22(a)(7)(B)	Utilization of Alternative Water Sources	Section 8.5
288.22(a)(8)	Wholesale Contract Curtailment of Water Delivery	Section 7.7.5
288.22(a)(9)	Variances	Section 8.6
288.22(a)(10)	Enforcement	Section 4
288.22(b)	Executive Director Notification	Section 8.4
288.22(c)	Plan Review and Update	Section 5

This plan does not cover requirements for the following Texas Administrative Code rules since they are not applicable to City of Farmersville uses:

- Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.21, Drought Contingency Plans for Irrigation Use

3 REQUIRED SUBMITTALS

The North Texas Municipal Water District (NTMWD), TCEQ, and the TWDB submittal requirements relating to water conservation and drought contingency plans are listed below.

Requirement Section	Requirement Description	Due Dates
NTMWD Requirements		
N/A	Water Management Plan	Parallel effort with TCEQ submission. The WMP will be reviewed and comments corrected before submission to TCEQ.
N/A	Water Conservation Annual Report for the NTMWD (see Appendix E for example)	Due by 31 March each year

Requirement Section	Requirement Description	Due Dates
TCEQ Requirements		
TAC 288.30(1)	TCEQ Water Conservation Plan Original Implementation and Update Requirements	Only required if over 3,300 connections Original: 1 May 2005 Subsequent Revisions: Every 5 Years Revised Plans: Within 90 Days
TAC 288.30(5)	TCEQ Drought Contingency Plan Original Implementation and Update Requirements	Available for inspection only Original: 1 May 2005 Subsequent Revisions: Every 5 Years Revised Plans: Within 90 Days
TAC 288.30(2)	TCEQ Water Conservation Implementation Report (TCEQ-20646)	Submitted with Water Management Plan Update Original: 1 May 2005 Subsequent Revisions: Every 5 Years Revised Plans: Within 90 Days
Texas Water Development Board Requirements		
TAC 288.30(10)(B)	TWDB Water Conservation Plan Submission	Parallel effort with TCEQ submission Original: 1 May 2005 Subsequent Revisions: Every 5 Years Revised Plans: Within 90 Days
TAC 288.30(10)(C)	TWDB Water Conservation Annual Report Submission (Form TWDB 1966, Formerly Form WRD-265)	Only required if Over 3,300 connections TWDB assistance over \$500,000 Water right established Original: 1 May 2011 Subsequent: Annually, 1 May
Texas Water Code Section 16.012(m)	TWDB, Water Loss Audit Data	Original: 1 May 2016 Subsequent: Annually, 1 May
Texas Water Code Section 16.012(m)	TWDB, Municipal Water Use Survey (Long Form)	Original: 1 March 2016 Subsequent: Annually, 1 March

4 IMPLEMENTATION AND ENFORCEMENT OF THE WATER MANAGEMENT PLAN

This plan shall be implemented and enforced by ordinance. Items related to penalties for violations will be included in the ordinance.

5 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

This water conservation plan shall be updated at least every five (5) years. The plan will be updated as required and as appropriate based on new or updated information.

6 WATER UTILITY PROFILE

The Water Utility Profile for the City of Farmersville is contained in Appendix C.

7 WATER CONSERVATION PLAN

7.1 Introduction

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve the efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of the current water supplies by reducing the rate of growth in demand.

7.2 Specification of Water Conservation Goals

The goals for this water conservation plan include the following:

- Maintain the per capita municipal water use below the specified amount for a dry year as shown in Table 1.
- Maintain the level of unaccounted water in the system as discussed in Section 8.4 and as shown in Table 1.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 7.3.2.
- Increase efficient water usage through a water conservation ordinance, order or resolution as discussed in Section 4.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 7.7.4.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 7.5.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

Table 1. Water Conservation Goals

Description	Current	5-Year Goal	10-Year Goal
Water Conservation Goals (gpcd)	145	144	142
Unaccounted Water Maximum (%)	12.00	10.00	8.5

7.3 Metering, Water Use Records, Control of Unaccounted Water, and Leak Detection

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

7.3.1 Accurate Metering of Treated Water Deliveries

The water distribution meters shown in Table 2 shall meet the following minimum accuracy requirements.

Table 2. Meter Accuracies

Meter Type	Required Accuracy
Residential Single Family	±5%
Residential Multi-Family	±5%
Commercial	±5%
Institutional	±5%
Industrial	±5%
Agricultural	±5%
Wholesale	±5%

7.3.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

Water distribution meters shall be calibrated and replaced as shown in Table 3 to meet the system accuracy requirements.

Table 3. Meter Calibration and Replacement

Meter Type	Calibration Period	Replacement Period
Residential Single Family	5% of meter population or 1 whichever is greater	Manufacturer Rating
Residential Multi-Family		
Commercial		
Institutional		
Industrial		
Agricultural		
Wholesale	Yearly	

All uses of water shall be metered including residential single family, residential multi-family, commercial, institutional, industrial, agricultural, and wholesale uses.

Meters shall be replaced if they cannot maintain their stated system accuracy or if they are beyond their stated lifetime rating as determined by the manufacturer. If a meter is beyond its

rated lifetime and still operates within the required accuracy, the Public Works Director may extend the life of the meter.

In cases where meters are installed as part of a service contract then the service contract terms shall apply.

7.3.3 Record Management System

The record management system shall allow for the separation of water deliveries, sales, and losses into the following categories: residential single family, residential multi-family, commercial, institutional, industrial, agricultural, and wholesale categories.

7.3.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to the City of Farmersville from NTMWD and metered water sales to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Unaccounted water can include several categories:

- Inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use.)
- Accounts which are being used but have not yet been added to the billing system.
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft.
- Other.

Unaccounted water shall be calculated and maintained below twelve (12) percent. If unaccounted water exceeds this goal, a more intensive audit to determine the source(s) of and reduce the unaccounted water shall be conducted. The annual conservation report shall be the primary tool to report and monitor unaccounted water.

7.3.5 Leak Detection and Repair

City crews and personnel shall look for and report evidence of leaks in the water distribution system. Areas of the water distribution system exhibiting repeated leaks and line breaks should be targeted for replacement as funds are available.

Meter leak detection capability shall be utilized to reduce the cycle time repair leaks.

7.4 Monitoring of Effectiveness and Efficiency - Annual Water Conservation Report

The Annual Water Conservation Report in Appendix E shall be used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The annual water conservation report shall also be sent to NTMWD by March 31st of each year.

7.5 Continuing Public Education and Information Campaign

The continuing public education and information campaign on water conservation includes the following elements:

- Utilize the “Water IQ: Know Your Water” and other public education materials produced by the NTMWD.
- Insert water conservation information with water bills. Inserts will include material developed by Member Cities’ and Customers’ staff and material obtained from the TWDB, the TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that Member City or Customer staff and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* web site (www.txsmartscape.com) and provide water conservation brochures and other water conservation materials available to the public at City Hall and other public places.
- Make information on water conservation available on the City of Farmersville website and include links to the “Water IQ: Know Your Water” website, *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ websites and other resources.

7.6 Water Rate Structure

An increasing block rate water structure shall be installed to encourage water conservation and discourage excessive use and waste of water. The rate structure shall include the following features as a minimum.

7.6.1 Residential Rate Features

- Monthly minimum charge. Up to two thousand (2,000) gallons water use with no additional charge.
- Base charge per thousand (1,000) gallons up to the approximate average residential use.
- 2nd tier (from the average to two (2) times the approximate average) at 1.25 to 2.0 times the base charge.
- 3rd tier (above two (2) times the approximate average) at 1.25 to 2.0 times the 2nd tier.

7.6.2 Commercial/Industrial Rates

Commercial/industrial rates should include at least two (2) tiers, with rates for the 2nd tier at 1.25 to 2.0 times the first tier. Higher water rates for commercial irrigation use are encouraged, but not required.

7.7 Other Water Conservation Measures

7.7.1 Reservoir System Operation Plan

The City of Farmersville purchases all its treated water from NTMWD and does not have surface water supplies to implement a system operation plan. A Reservoir System Operation Plan is not required.

7.7.2 Reuse and Recycling of Wastewater

The City of Farmersville owns its own wastewater treatment facility which is managed by NTMWD. All the treated effluent from this plant is recycled back to Lake Lavon via Elm Creek. The effluent is eventually reused by NTMWD to make-up the treated water supplies for the surrounding cities including Farmersville.

7.7.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The City of Farmersville has adopted the International Plumbing Code by ordinance which sets standards for water-conserving fixtures. This standard sets maximum flow rates and consumption for plumbing fixtures and fixture fittings for items such as shower heads, sink faucets, urinals, and water closets. All new plumbing fixtures installed within the City and the City's extra-territorial jurisdiction shall meet these new water-conserving requirements.

7.7.4 Landscape Water Management Measures

The following landscape water management measures shall be implemented and enforced.

- Time of day restrictions prohibiting lawn irrigation watering from 10 AM to 6 PM beginning April 1 and ending October 31 of each year.
- Prohibition of watering of impervious surfaces. (Wind driven water drift will be taken into consideration.)
- Prohibition of use of poorly maintained irrigation systems that waste water.
- Prohibition of outdoor watering during precipitation or freeze events.
- Lawn and landscape irrigation limited to twice per week.
- Requirement that all new irrigation systems be in compliance with state design and installation regulations (TAC Title 30, Part 1, Chapter 344).
- Native, drought-tolerant, or adaptive plants should be encouraged.
- Drip irrigation systems should be promoted.
- Evapotranspiration (ET)/Smart controllers that only allow sprinkler systems to irrigate when necessary should be promoted.
- Prohibiting the use of treated water to fill or refill residential, amenity, and any other natural or manmade ponds during drought conditions. A pond is considered to be a still body of water with a surface area of five hundred (500) square feet or more.
- Rain and freeze sensors and/or ET or smart controllers required on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.

- Rain and freeze sensors and/or ET or smart controllers required on all existing irrigation systems by end of the year 2015.
- “At home” car washing can be done only when using a water hose with a shut-off nozzle.
- Prohibition of watering areas that have been over-seeded with cool season grasses (such as rye grass or other similar grasses), except for golf courses and public athletic fields.

7.7.5 Water Supply Contract

Every contract for the wholesale sale of water that is entered into, renewed, or extended shall include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code.

Each wholesale contract shall include as provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

7.8 Coordination with Regional Water Planning Group and NTMWD

Appendix F includes an example letter sent to the Chair of the Region C water planning group. A copy of draft ordinance(s) or regulation(s) implementing the plan and the water utility profile shall be sent to NTMWD for review and comment. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be copied to the Chair of the Region C Water Planning Group and to NTMWD.

8 DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

8.1 Introduction

The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency.
- To maintain supplies for domestic water use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages.
- To minimize the adverse impacts of emergency water supply conditions.

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

8.2 Provisions to Inform the Public and Opportunity for Public Input

The City of Farmersville shall provide opportunity for public input in the development or update of this drought contingency and water emergency response plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan.
- **Providing written notice of the proposed plan and the opportunity to comment on the plan to all wholesale consumers.**
- Making the draft plan available on the City's website.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

8.3 Provisions for Continuing Public Education and Information

The City of Farmersville shall inform and educate the public about the drought contingency and water emergency response plan by the following means:

- Preparing a bulletin describing the plan and making it available at city hall and other appropriate locations.
- Making the plan available to the public through the City's website.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency and water emergency response plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, the City of Farmersville shall notify local media of the issues, the drought/water emergency response stage (if applicable), and the specific actions required of the public. This information shall also be publicized on the City's web site. Additionally, billing inserts may also be used as appropriate.

8.4 Initiation and Termination of Drought or Water Emergency Response Stages

Initiation, termination, and notification of a drought contingency and water emergency response stage shall be forwarded in writing to each wholesale customer.

In the event of an identified water shortage declaration, the City of Farmersville shall distribute water to wholesale customers according to the Texas Water Code §11.039.

8.4.1 Initiation of a Drought or Water Emergency Response Stage

The City Manager or official designee may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- The public will be notified through local media and the City's web site.

- Wholesale customers and the NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the drought/water emergency response stage.
- If any mandatory provisions of the drought contingency and water emergency response plan are activated, the City of Farmersville will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days. Alternatively the Executive Director of the TCEQ notification may take place through NTMWD.

The City Manager or official designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs.

8.4.2 Termination of a Drought/Water Emergency Response Stage

The City Manager or official designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- The public will be notified through local media and the City's web site.
- Wholesale customers and the NTMWD will be notified by e-mail with a follow-up letter or fax.
- If any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, the City of Farmersville will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

The City Manager or official designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage.

8.5 Drought Contingency and Water Emergency Response Stages and Measures

There are three (3) active levels indicating different stages of drought contingency and water emergency preparedness. The City of Farmersville, at the direction of the Public Works Director, shall install signs near city limit entrances that indicate the drought contingency and water emergency stages as follows:

Stage Number	Sign Background Color	Sign Text	Text Color
Not Applicable	Green	No Water Use Restrictions	White
1	Yellow	Stage 1	Black
2	Orange	Stage 2	White
3	Red	Stage 3	White

8.5.1 Stage 1

8.5.1.1 Initiation and Termination Conditions for Stage 1

- The NTMWD has initiated Stage 1.
- City's water demand exceeds ninety (95) percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

8.5.1.2 Goal for Use Reduction and Actions Available under Stage 1

The goal for water use reduction under Stage 1 is a five (5) percent reduction.

The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary to meet the five (5) percent reduction. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The City shall notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue actions in the water conservation plan.
- Notify wholesale customers of actions being taken and request implementation of similar procedures.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use.
 - Street cleaning that requires water.
 - Vehicle washing.
 - Ornamental fountains.
 - Reduce Splash Pad operational time by at least thirty (30) percent.

- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reductions.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- ** Limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week on designated days between April 1 and October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every week on designated days between November 1 and March 31. Automatic irrigation systems may only be utilized during City-wide solid waste disposal (trash) days which are typically Monday and Thursday. The following exceptions apply:
 - Landscape associated with new construction may be watered as necessary for thirty (30) days from the date of the certificate of occupancy.
 - Additional watering of landscape may be provided by hand held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs.
 - Foundations, new landscaping, new plantings (first year) of shrubs, and trees (within a ten foot radius of its trunk) may be watered by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs.
 - Golf courses may water greens and tee boxes without restrictions.
 - Public parks may water without restrictions.
 - Locations using other sources of water supply for irrigation may irrigate without restrictions.
 - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.

(Items identified by ** mandates the City to notify TCEQ of restrictions)

8.5.2 Stage 2

8.5.2.1 Initiation and Termination Conditions for Stage 2

- The NTMWD has initiated Stage 2.
- City's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

8.5.2.2 Goals for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is ten (10) percent.

The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary to meet the ten (10) percent reduction. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The City shall notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue actions in the water conservation plan.
- Notify wholesale customers of actions being taken and request implementation of similar procedures.
- Implement viable alternative water supply strategies.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use.
 - Street cleaning that requires water.
 - Vehicle washing.
 - Ornamental fountains.
 - Reduce Splash Pad operational time by at least thirty (30) percent.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reductions.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- ** Limit landscape watering with sprinklers or irrigation systems at each service address to once days per week on designated days between April 1 and October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every other week on designated days between November 1 and March 31. Automatic irrigation systems may only be utilized during City-wide recycle refuse days which are typically every other Wednesday. The following exceptions apply:
 - Landscape associated with new construction may be watered as necessary for thirty (30) days from the date of the certificate of occupancy.
 - Hand watering with shutoff nozzle, drip lines, and soaker hoses is allowed before 10 am and after 6 pm provided no runoff occurs.
 - Foundations, new landscaping, new plantings (first year) of shrubs, and trees (within a ten foot radius of its trunk) may be watered by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs.
 - Golf courses may water greens and tee boxes without restrictions.
 - Public parks may be watered twice per week.
 - Locations using other sources of water supply for irrigation may irrigate without restrictions.
 - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.

- ** Prohibit hydro seeding, hydro mulching, and sprigging.
- ** Initiate a rate surcharge as deemed necessary to meet reduction targets.

(Items identified by ** mandates the City to notify TCEQ of restrictions)

8.5.3 Stage 3

8.5.3.1 Initiation and Termination Conditions for Stage 3

- The NTMWD has initiated Stage 3.
- City's water demand exceeds the amount that can be delivered to customers.
- City's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

8.5.3.2 Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of whatever amount is necessary as established by NTMWD.

The City Manager or official designee must implement any action(s) required to meet NTMWD reduction goals. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The City shall notify TCEQ and NTMWD within five (5) business days if these measures are implemented.

- Continue actions in the water conservation plan.
- Notify wholesale customers of actions being taken and request implementation of similar procedures.
- Implement viable alternative water supply strategies.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use.
 - Street cleaning that requires water.
 - Vehicle washing.
 - Ornamental fountains.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reductions.

- ** Prohibit the filling, draining and refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- ** Prohibit all commercial and residential landscape watering, except that foundations and trees (within a ten foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a dedicated zone using a drip irrigation system, and/or soaker hose provided no runoff occurs. ET/Smart irrigation systems and drip irrigation systems are not exempt from this requirement.
- ** Prohibit new sod, hydro seeding, hydro mulching, and sprigging.
- ** Initiate a rate surcharge as deemed necessary to meet reduction targets.
- ** Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- ** Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- ** Prohibit washing of vehicles except at commercial vehicle wash facilities.
- ** Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- ** Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, or splash pads that are maintained for public recreation.
- ** Require all commercial water users to reduce water use by a percentage established by the City Manager or official designee.

(Items identified by ** mandates the City to notify TCEQ of restrictions)

8.6 Procedures for Granting Variances to the Plan

The City Manager may grant temporary variances for existing water uses otherwise prohibited under this drought contingency and water emergency response plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners.

- Purpose of water use.
- Specific provisions from which relief is requested.
- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use.
- Other pertinent information.

8.7 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in all active drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions shall be established by ordinance.

8.8 Coordination with the Regional Water Planning Groups

Appendix F includes a copy of a letter sent to the Chair of the Region C water planning group with this model drought contingency and water emergency response plan.

The City shall send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The City shall also send the final ordinance(s) or other regulation(s) to NTMWD.

8.9 Review and Update of Drought Contingency and Water Emergency Response Plan

As required by TCEQ rules, the City of Farmersville shall review the drought contingency and water emergency response plan every five (5) years. The plan shall be updated as appropriate based on new or updated information.

Appendix A. Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

Agricultural or Agriculture: Any of the following activities:

- (A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;
- (B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;
- (C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;
- (D) raising or keeping equine animals;
- (E) wildlife management; and
- (F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

Agricultural Use: The use of water for businesses involving agriculture, including irrigation.

Best Management Practices: Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

Commercial Use: The use of water for businesses involving goods or services that do not convert materials of a lower order of value into forms having greater usability and commercial value.

Conservation: Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Drought Contingency Plan: A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

Industrial Use: The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Institutional Use: The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

Irrigation: The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Irrigation Water Use Efficiency: The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

Mining Use: The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

Municipal Use: The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

Nursery Grower: A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public Water Supplier: An individual or entity that supplies water to the public for human consumption.

Regional Water Planning Group: A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

Residential Use: The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

Residential Gallons Per Capita Per Day: The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

Retail Public Water Supplier: An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse: The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Total Use: The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

Total Gallons Per Capita Per Day (GPCD): The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

Water Conservation Plan: A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

Wholesale Public Water Supplier: An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

Wholesale Use: Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Appendix B. Texas Commission on Environmental Quality Rules for Municipal Water
Conservation and Drought Contingency Plans

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

-
- (a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.
- (1) Minimum requirements. All water conservation plans for municipal uses by public drinking water suppliers must include the following elements:
- (A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;
 - (B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:
 - (i) residential;
 - (I) single family;
 - (II) multi family;
 - (ii) commercial;
 - (iii) institutional;
 - (iv) industrial;
 - (iii) agricultural; and,
 - (iv) wholesale.
 - (C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;
 - (D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;
 - (E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;
 - (F) measures to determine and control **water loss** (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

- (G) a program of continuing public education and information regarding water conservation;
 - (H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;
 - (I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and
 - (J) a means of implementation and enforcement which shall be evidenced by:
 - (i) a copy of the ordinance, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and
 - (ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and
 - (K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.
- (2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:
- (A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and **distribution system**;
 - (B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.
- (3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:
- (A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
 - (B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;
 - (C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
 - (D) reuse and/or recycling of wastewater and/or graywater;

- (E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;
 - (F) a program and/or ordinance(s) for landscape water management;
 - (G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and
 - (H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.
- (b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.
- (c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515.

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.5	Water Conservation Plans for Wholesale Water Suppliers

A water conservation plan for a wholesale water supplier must provide information in response to each of the following paragraphs. If the plan does not provide information for each requirement, the wholesale water supplier shall include in the plan an explanation of why the requirement is not applicable.

- (1) Minimum requirements. All water conservation plans for wholesale water suppliers must include the following elements:
 - (A) a description of the wholesaler's service area, including population and customer data, water use data, water supply system data, and wastewater data;
 - (B) specific, quantified five-year and ten-year targets for water savings including, where appropriate, target goals for municipal use in gallons per capita per day for the wholesaler's service area, maximum acceptable water loss, and the basis for the development of these goals. The goals established by wholesale water suppliers under this subparagraph are not enforceable;
 - (C) a description as to which practice(s) and/or device(s) will be utilized to measure and account for the amount of water diverted from the source(s) of supply;
 - (D) a monitoring and record management program for determining water deliveries, sales, and losses;
 - (E) a program of metering and leak detection and repair for the wholesaler's water storage, delivery, and distribution system;
 - (F) a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of this chapter;
 - (G) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plans shall include optimization of water supplies as one of the significant goals of the plan;
 - (H) a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which

- the water supplier will implement and enforce the conservation plan; and
- (I) documentation of coordination with the regional water planning groups for the service area of the wholesale water supplier in order to ensure consistency with the appropriate approved regional water plans.
- (2) Additional conservation strategies. Any combination of the following strategies shall be selected by the water wholesaler, in addition to the minimum requirements of paragraph (1) of this section, if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:
- (A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
 - (B) a program to assist agricultural customers in the development of conservation pollution prevention and abatement plans;
 - (C) a program for reuse and/or recycling of wastewater and/or graywater; and
 - (D) any other water conservation practice, method, or technique which the wholesaler shows to be appropriate for achieving the stated goal or goals of the water conservation plan.
- (3) Review and update requirements. The wholesale water supplier shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. A wholesale water supplier shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.5 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

-
- (a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
- (1) Minimum requirements. Drought contingency plans must include the following minimum elements.
- (A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
- (B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
- (C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
- (D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
- (E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
 - (iii) supply source contamination; or
 - (iv) system outage due to the failure or damage of major water system components (e.g., pumps).
- (F) The drought contingency plan must include the specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.
- (G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
- (i) curtailment of non-essential water uses; and
 - (ii) utilization of alternative water sources and/or alternative delivery mechanisms

- with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
- (H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.
 - (I) The drought contingency plan must include procedures for granting variances to the plan.
 - (J) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.
- (2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.
- (3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.
- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
 - (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384.

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.22	Drought Contingency Plans for Wholesale Supplier

-
- (a) A drought contingency plan for a wholesale water supplier must include the following minimum elements.
- (1) Preparation of the plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the plan and for informing wholesale customers about the plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
 - (2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.
 - (3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
 - (4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.
 - (5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.
 - (6) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.
 - (7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
 - (A) pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and
 - (B) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
 - (8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in

case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

- (9) The drought contingency plan must include procedures for granting variances to the plan.
- (10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.
- (b) The wholesale public water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
- (c) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as adoption or revision of the regional water plan.

Source Note: The provisions of this §288.22 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER C	REQUIRED SUBMITTALS
RULE §288.30	Required Submittals

In addition to the water conservation and drought contingency plans required to be submitted with an application under §295.9 of this title (relating to Water Conservation and Drought Contingency Plans), water conservation and drought contingency plans are required as follows.

- (1) Water conservation plans for municipal, industrial, and other non-irrigation uses. The holder of an existing permit, certified filing, or certificate of adjudication for the appropriation of surface water in the amount of 1,000 acre-feet a year or more for municipal, industrial, and other non-irrigation uses shall develop, submit, and implement a water conservation plan meeting the requirements of Subchapter A of this chapter (relating to Water Conservation Plans). The water conservation plan must be submitted to the executive director not later than May 1, 2005. Thereafter, the next revision of the water conservation plan for municipal, industrial, and other non-irrigation uses must be submitted not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any revised plans must be submitted to the executive director within 90 days of adoption. The revised plans must include implementation reports. The requirement for a water conservation plan under this section must not result in the need for an amendment to an existing permit, certified filing, or certificate of adjudication.
- (2) Implementation report for municipal, industrial, and other non-irrigation uses. The implementation report must include:
 - (A) the list of dates and descriptions of the conservation measures implemented;
 - (B) data about whether or not targets in the plans are being met;
 - (C) the actual amount of water saved; and
 - (D) if the targets are not being met, an explanation as to why any of the targets are not being met, including any progress on that particular target.
- (3) Water conservation plans for irrigation uses. The holder of an existing permit, certified filing, or certificate of adjudication for the appropriation of surface water in the amount of 10,000 acre-feet a year or more for irrigation uses shall develop, submit, and implement a water conservation plan meeting the requirements of Subchapter A of this chapter. The water conservation plan must be submitted to the executive director not later than May 1, 2005. Thereafter, the next revision of the water conservation plan for irrigation uses must be submitted not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any revised plans must be submitted to the executive director within 90 days of adoption. The revised plans must include implementation reports. The requirement for a water conservation plan under

this section must not result in the need for an amendment to an existing permit, certified filing, or certificate of adjudication.

- (4) Implementation report for irrigation uses. The implementation report must include:
 - (A) the list of dates and descriptions of the conservation measures implemented;
 - (B) data about whether or not targets in the plans are being met;
 - (C) the actual amount of water saved; and
 - (D) if the targets are not being met, an explanation as to why any of the targets are not being met, including any progress on that particular target.
- (5) Drought contingency plans for retail public water suppliers. Retail public water suppliers shall submit a drought contingency plan meeting the requirements of Subchapter B of this chapter (relating to Drought Contingency Plans) to the executive director after adoption by its governing body. The retail public water system shall provide a copy of the plan to the regional water planning group for each region within which the water system operates. These drought contingency plans must be submitted as follows.
 - (A) For retail public water suppliers providing water service to 3,300 or more connections, the drought contingency plan must be submitted to the executive director not later than May 1, 2005. Thereafter, the retail public water suppliers providing water service to 3,300 or more connections shall submit the next revision of the plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any revised plans must be submitted to the executive director within 90 days of adoption by the community water system. Any new retail public water suppliers providing water service to 3,300 or more connections shall prepare and adopt a drought contingency plan within 180 days of commencement of operation, and submit the plan to the executive director within 90 days of adoption.
 - (B) For all the retail public water suppliers, the drought contingency plan must be prepared and adopted not later than May 1, 2005 and must be available for inspection by the executive director upon request. Thereafter, the retail public water suppliers shall prepare and adopt the next revision of the plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any new retail public water supplier providing water service to less than 3,300 connections shall prepare and adopt a drought contingency plan within 180 days of commencement of operation, and shall make the plan available for inspection by the executive director upon request.
- (6) Drought contingency plans for wholesale public water suppliers. Wholesale public water suppliers shall submit a drought contingency plan meeting the requirements of Subchapter B of this chapter to the executive director not later than May 1, 2005, after adoption of the drought contingency plan by the governing body of the water supplier. Thereafter, the wholesale public water suppliers shall submit the next revision of the plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any new or revised plans must be submitted to the executive director within 90 days of adoption by the governing body of the wholesale public water supplier. Wholesale public water suppliers shall also provide a copy of the drought contingency plan to the regional water planning group for each region within

which the wholesale water supplier operates.

- (7) Drought contingency plans for irrigation districts. Irrigation districts shall submit a drought contingency plan meeting the requirements of Subchapter B of this chapter to the executive director not later than May 1, 2005, after adoption by the governing body of the irrigation district. Thereafter, the irrigation districts shall submit the next revision of the plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any new or revised plans must be submitted to the executive director within 90 days of adoption by the governing body of the irrigation district. Irrigation districts shall also provide a copy of the plan to the regional water planning group for each region within which the irrigation district operates.
- (8) Additional submissions with a water right application for state water. A water conservation plan or drought contingency plan required to be submitted with an application in accordance with §295.9 of this title must also be subject to review and approval by the commission.
- (9) Existing permits. The holder of an existing permit, certified filing, or certificate of adjudication shall not be subject to enforcement actions nor shall the permit, certified filing, or certificate of adjudication be subject to cancellation, either in part or in whole, based on the nonattainment of goals contained within a water conservation plan submitted with an application in accordance with §295.9 of this title or by the holder of an existing permit, certified filing, or certificate of adjudication in accordance with the requirements of this section.
- (10) Submissions to the executive administrator of the Texas Water Development Board.
 - (A) Water conservation plans for retail public water suppliers. For retail public water suppliers providing water service to 3,300 or more connections, a water conservation plan meeting the minimum requirements of Subchapter A of this chapter and using appropriate best management practices must be developed, implemented, and submitted to the executive administrator of the Texas Water Development Board not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. Any revised plans must be submitted to the executive administrator within 90 days of adoption by the community water system. Any new retail public water suppliers providing water service to 3,300 or more connections shall prepare and adopt a water conservation plan within 180 days of commencement of operation, and submit the plan to the executive administrator of the Texas Water Development Board within 90 days of adoption.
 - (B) Water conservation plans. Each entity that is required to submit a water conservation plan to the commission shall submit a copy of the plan to the executive administrator of the Texas Water Development Board not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group.
 - (C) Annual reports. Each entity that is required to submit a water conservation plan to the Texas Water Development Board or the commission, shall file a report not later than May 1, 2010, and annually thereafter to the executive administrator of the Texas Water Development Board on the entity's progress in implementing the plan.

- (D) Violations of the Texas Water Development Board's rules. The water conservation plans and annual reports shall comply with the minimum requirements established in the Texas Water Development Board's rules. The Texas Water Development Board shall notify the commission if the Texas Water Development Board determines that an entity has not complied with the Texas Water Development Board rules relating to the minimum requirements for water conservation plans or submission of plans or annual reports. The commission shall take appropriate enforcement action upon receipt of notice from the Texas Water Development Board.

Source Note: The provisions of this §288.30 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193

Appendix C. Water Utility Profile
(TCEQ Form 10218)

Texas Commission on Environmental Quality



**UTILITY PROFILE & WATER CONSERVATION PLAN
REQUIREMENTS
FOR MUNICIPAL WATER USE BY PUBLIC WATER
SUPPLIERS**

This form is provided to assist entities in water conservation plan development for municipal water use by a retail public water supplier. Information from this form should be included within a water conservation plan for municipal use. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Supply Division at (512) 239-4691.

GENERAL DATA

Name of Entity	City of Farmersville
Address & Zip	205 South Main Street, Farmersville, Texas, 75442
Telephone Number	972-782-6151
Facsimile Number	972-782-6604
Form Completed By	Benjamin (Ben) L. White
Title	City Manager/Public Works Director
Signature	
Date of Signature	
RESPONSIBLE PARTY FOR WATER CONSERVATION PROGRAM IMPLEMENTATION	
Name	Benjamin (Ben) L. White
Phone Number	972-782-6151

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

Index	Question or Task Description	Answer
1	Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).	See service-area map and CCN later in this utility profile.
2	Service area size (square miles)	40
3	Current population of service area	3516
4a	Current water population served	3516

Index	Question or Task Description	Answer	
4b	Current wastewater population served	2,698	
5	Population served by water utility for the previous five years	Year	Population
		2007	3,365
		2008	3,375
		2009	3,417
		2010	3,392
		2011	3,393
6	Projected population for service area in the following decades	2010	3,392
		2020	4,072
		2030	4,940
		2040	5,775
		2050	7,040
7	List source/method for the calculation of current and projected population	US Census 2010 City of Farmersville	

B. Active Connections

- Current number of active connections. Check whether multi-family service is counted as Residential ___ or Commercial X

Treated Water Users	Metered	Not-Metered	Total
Residential	1125	0	1125
Commercial	174	0	174
Industrial	30	0	30
Other (Public)	14	0	14

- List the net number of new connections per year for most recent three years:

Year	2009	2010	2011
Residential	-5	-20	-4
Commercial	0	-1	-2
Industrial	0	3	3
Other (Public)	0	0	-4

C. High Volume Customers

List annual water use for the five highest volume customers (indicate if treated or raw water delivery)

Position	Customer	Use (1,000gal./yr.)	Treated/Raw Water
1	Farmersville High School Football Field	5,463	Treated
2	Texas Sterling	4,941	Treated
3	Farmersville High School	3,070	Treated

Position	Customer	Use (1,000gal./yr.)	Treated/Raw Water
	Baseball Field		
4	Texas Sterling	2,820	Treated
5	City of Farmersville, JW Spain Athletic Complex	2,792	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. Amount of water use for previous five years (in 1,000 gal.):

Please indicate: Diverted Water X Treated Water

Year	2007	2008	2009	2010	2011
January	12,850	16,549	15,973	12,386	16,943
February	13,667	11,421	10,073	11,116	10,132
March	14,132	14,594	14,194	11,885	16,083
April	13,652	13,756	16,752	12,669	16,264
May	13,877	18,002	13,348	17,086	13,615
June	15,663	20,767	28,272	30,285	28,333
July	13,896	36,580	40,766	24,574	41,804
August	22,412	34,130	23,653	41,810	49,938
September	17,833	19,761	18,861	18,767	30,130
October	15,001	19,609	13,706	17,880	24,609
November	14,333	14,819	11,534	13,325	16,749
December	13,339	14,358	13,252	14,347	15,024
Total	180,655	234,346	220,384	226,130	279,624
Indicate how the above figures were determined (e.g., from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).					
From a master meter located at the point of a diversion.					

2. Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types for the past five years.

Year Sold	Residential	Commercial	Industrial	Wholesale	Other	Total
2007	87,541	35,509	2,791	45,147	1,574	172,562
2008	98,658	30,243	4,931	76,551	2,860	213,243
2009	83,398	28,039	3,099	67,344	3,425	185,305
2010	82,152	27,620	6,491	97,232	4,655	218,150
2011	96,501	30,714	18,564	106,518	5,802	258,099

3. List previous five years records for water loss (the difference between water diverted (or treated) and water delivered (or sold))

Year	Amount (Gallon)	Percent Loss (%)
2007	8,093	4.48
2008	21,103	9.01
2009	35,079	15.92
2010	7,980	3.53
2011	21,525	7.70

4. Municipal water use for previous five years:

Year Pumped	Population	Total Water Diverted or Pumped for Treatment (1,000 gal.)
2007	3,365	180,655
2008	3,375	234,346
2009	3,417	220,384
2010	3,392	226,130
2011	3,393	279,624

B. Projected Water Demands

If applicable, attach projected water supply demands for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirement from such growth.

Year	Population	Total Water Diverted or Pumped for Treatment (1,000 gal.)
2012	3,389	278,148
2013	3,429	278,733
2014	3,469	280,535
2015	3,509	281,039
2016	3,593	285,030
2017	3,677	288,970
2018	3,761	291,486
2019	3,845	294,804
2020	3,930	298,065
2021	4,008	301,008

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized with each:

Type	Source	Amount Authorized
Surface Water	Not applicable	0 acre-feet
Groundwater	Not applicable	0 acre-feet
Contracts	North Texas Municipal Water District	860.72 acre-feet 280,467,000 gallons
Other	Not applicable	0 acre-feet

B. Treatment and Distribution System

Index	Question or Task Description	Answer
1	Design daily capacity of system	Not applicable, treated water by NTMWD
2a	Elevated Storage Capacity	1,000 MG
2b	Ground Storage Capacity	500 MG
3a	If surface water, do you recycle filter backwash to the head of the plant?	Not Applicable
3b	If yes, approximately how much?	Not Applicable
4	Please attach a description of the water system. Include the number of treatment plants, wells, and storage tanks. If possible, include a sketch of the system layout.	See attachment at the end of this section.

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

Index	Question or Task Description	Answer
1	Design capacity of wastewater treatment plant(s)	Plant No. 1 – 0.225 MGD Plant No. 2 – 0.530 MGD
2a	Is treated effluent used for irrigation on-site, off-site, plant wash-down, or chlorination/dechlorination?	There is no off-site irrigation. The amount of water used for wash down, dewatering and chlorination is negligible and all non-pot water used is recycled back through the plant
2b	If yes, approximately how many gallons per month?	Not applicable

3a	Briefly describe the wastewater system(s) of the area serviced by the water utility.	Farmersville's wastewater collection system transmits flow to the Farmersville WWTP site. The plant consists of two permitted plants on a single site. Plant No. 1 is a trickling filter plant with a permitted capacity of 0.225 MGD. Plant No. 2 is an activated sludge plant with a treatment capacity of 0.530 MGD.
3b	Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream.	The wastewater is treated and discharged into Elm Creek, a tributary of Lake Lavon. The City of Farmersville WWTP consists of two permitted plants; Plant No. 1 (WQ0010442001) and Plant No. 2 (WQ0010442002). The owner, and permit holder, of the wastewater plant is the City of Farmersville. The plant is operated by NTMWD.
3c	If possible, attach a sketch or map which locates the plant(s) and discharge points or disposal sites.	See attachment at the end of this section.

B. Wastewater Data for Service Area

Index	Question or Task Description	Answer
1	Percent of water service area served by wastewater system	95 %

2. Monthly volume treated for previous three years (in 1,000 gallons):

Year	2009	2010	2011
January	6,892	*17,706	11,170
February	6,115	**21,572	12,901
March	10,991	20,331	9,274
April	10,657	10,229	9,763
May	19,479	8,665	15,363
June	6,943	7,759	8,381

July	6,947	8,984	7,769
August	6,426	7,215	7,522
September	7,864	8,677	7,386
October	***21,926	7,517	7,960
November	13,805	10,059	8,450
December	16,903	7,600	11,593
Total	134,948	136,314	117,532

*January 2010, includes 1,021 from Plant No. 1

**February 2010, includes 1,797 from Plant No. 1

***October 2009, includes 1,234 from Plant No. 1

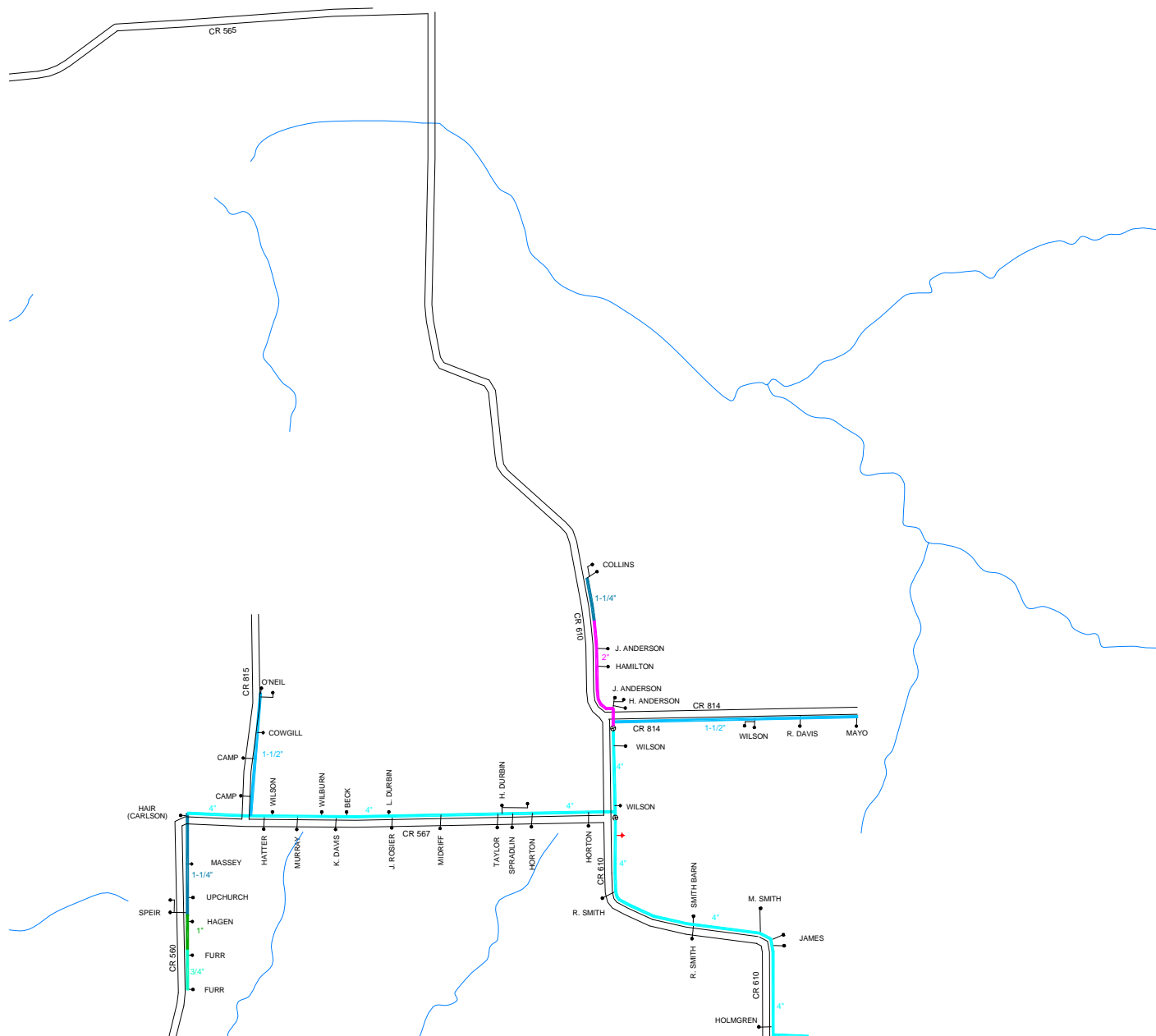


Figure 1. Water System Diagram, Sheet 1

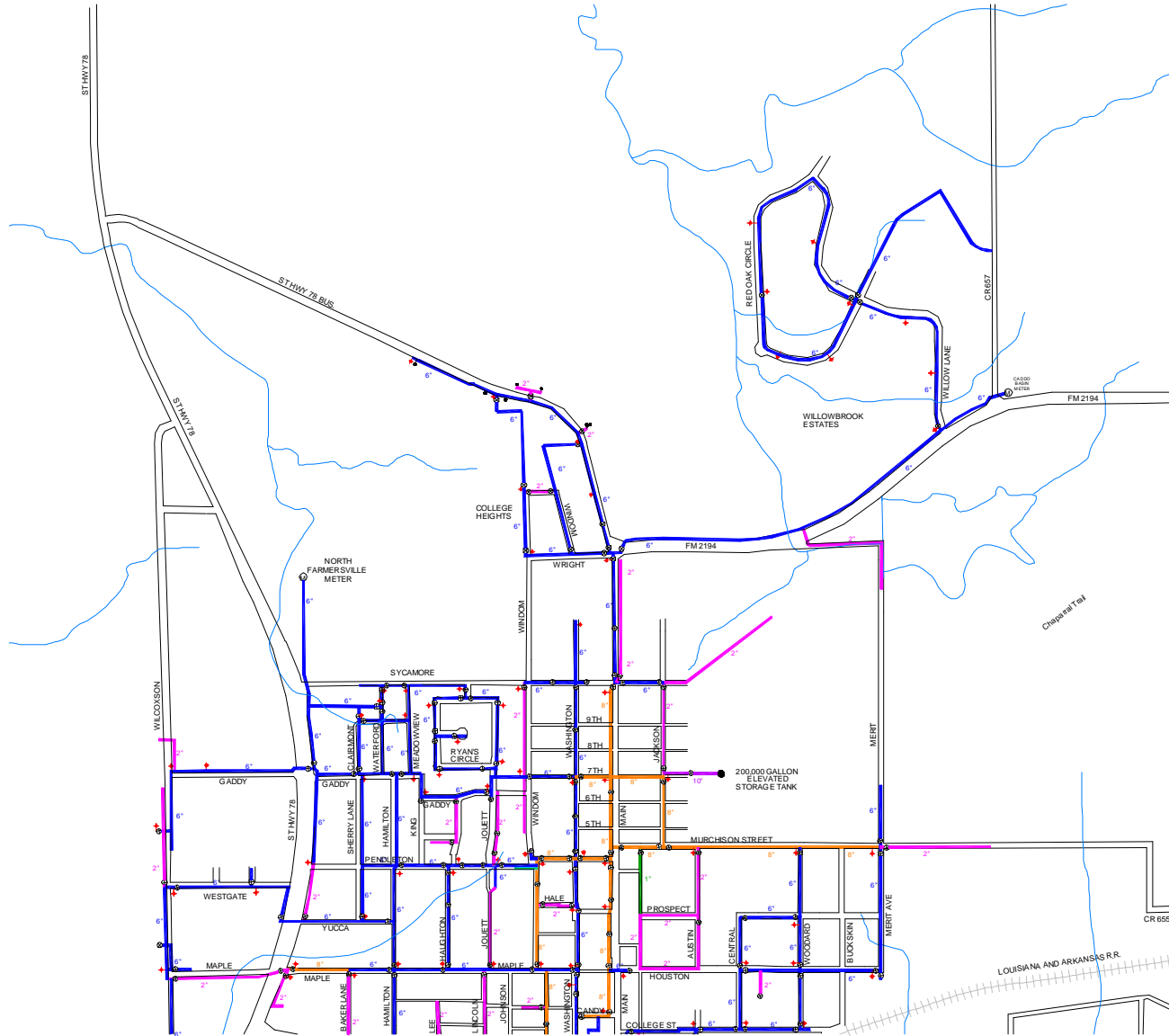


Figure 2. Water System Diagram, Sheet 2



Figure 3. Water System Diagram, Sheet 3

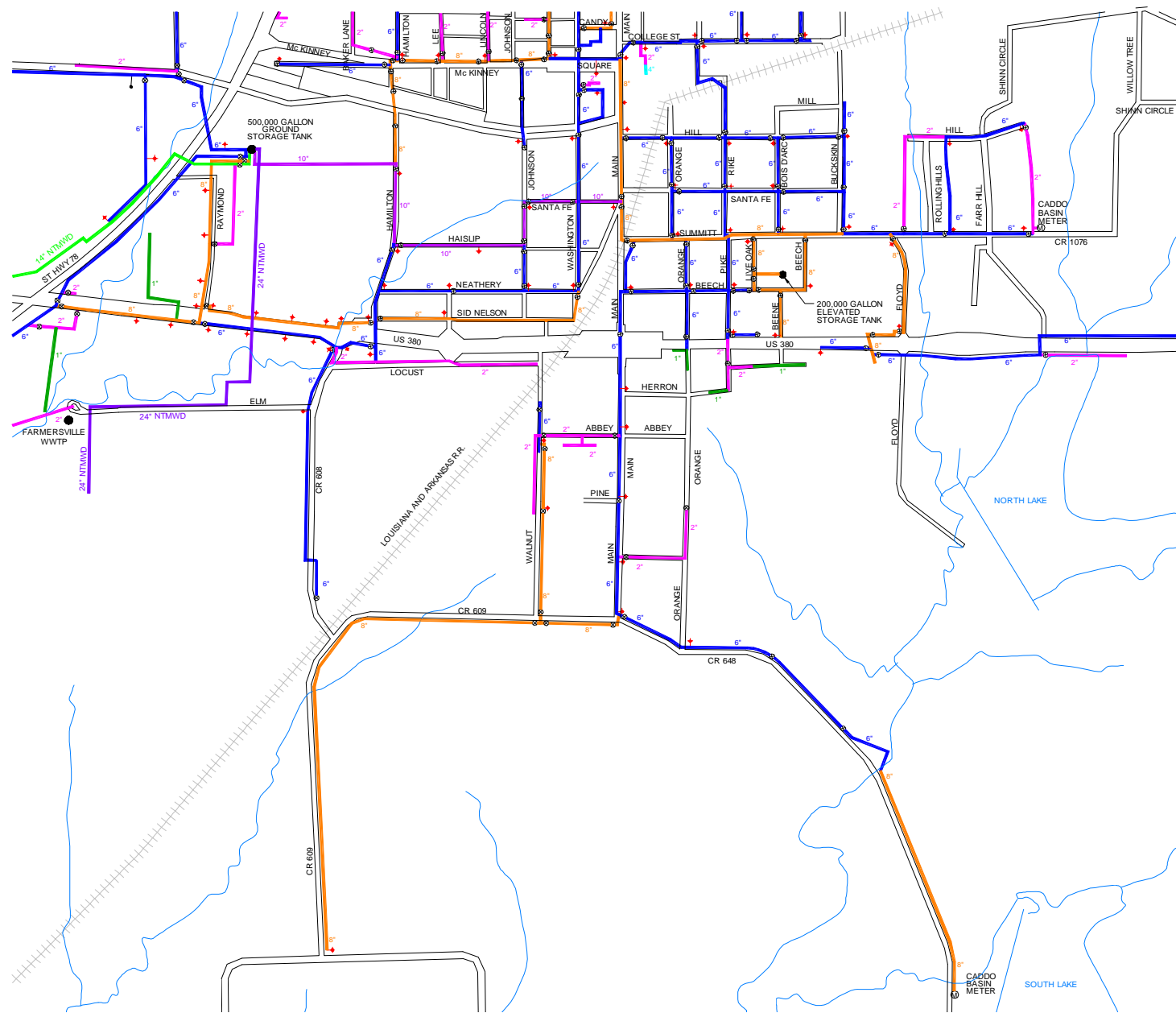


Figure 5. Water System Diagram, Sheet 5

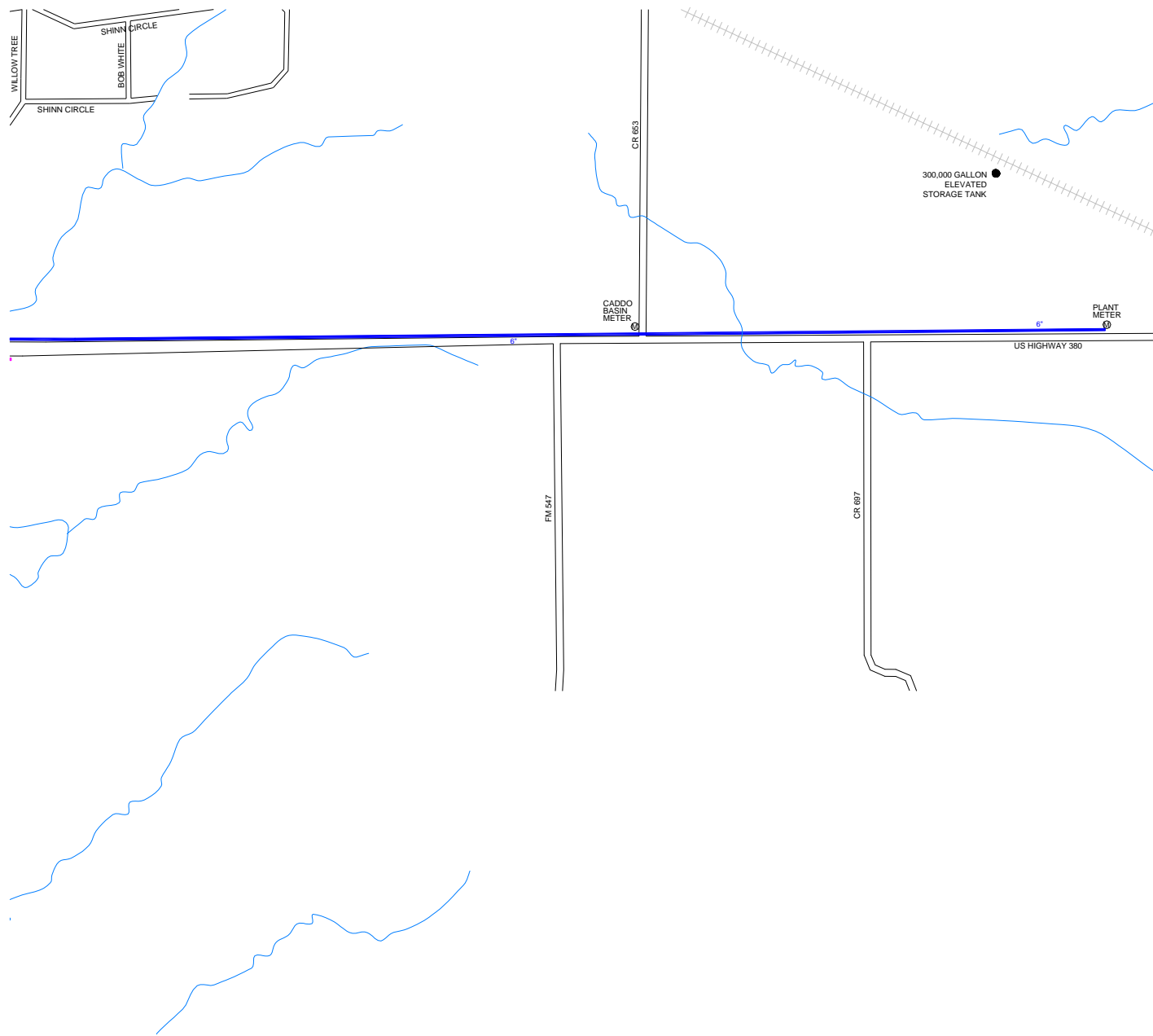


Figure 6. Water System Diagram, Sheet 6

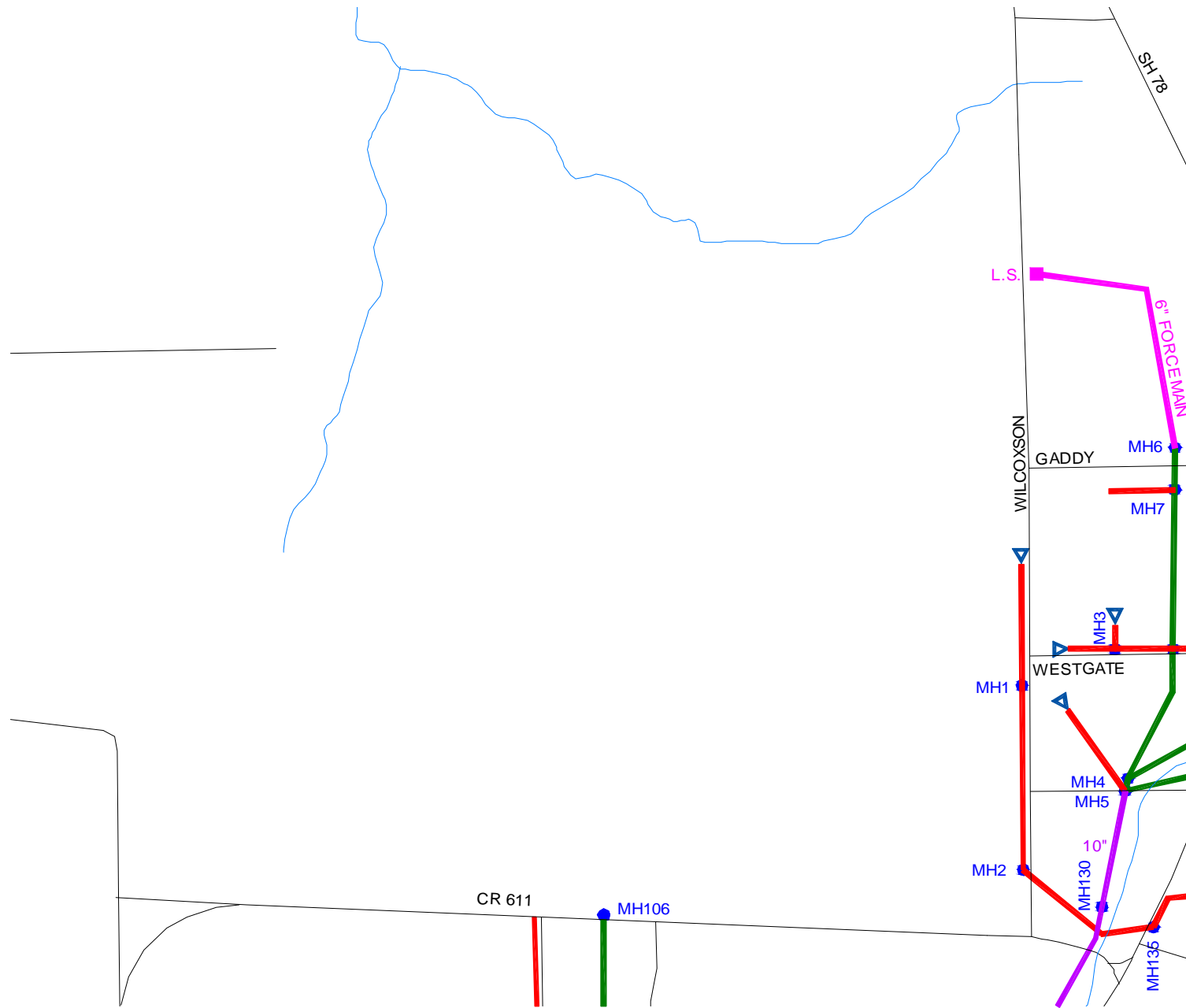


Figure 7. Waste Water System Diagram, Sheet 1

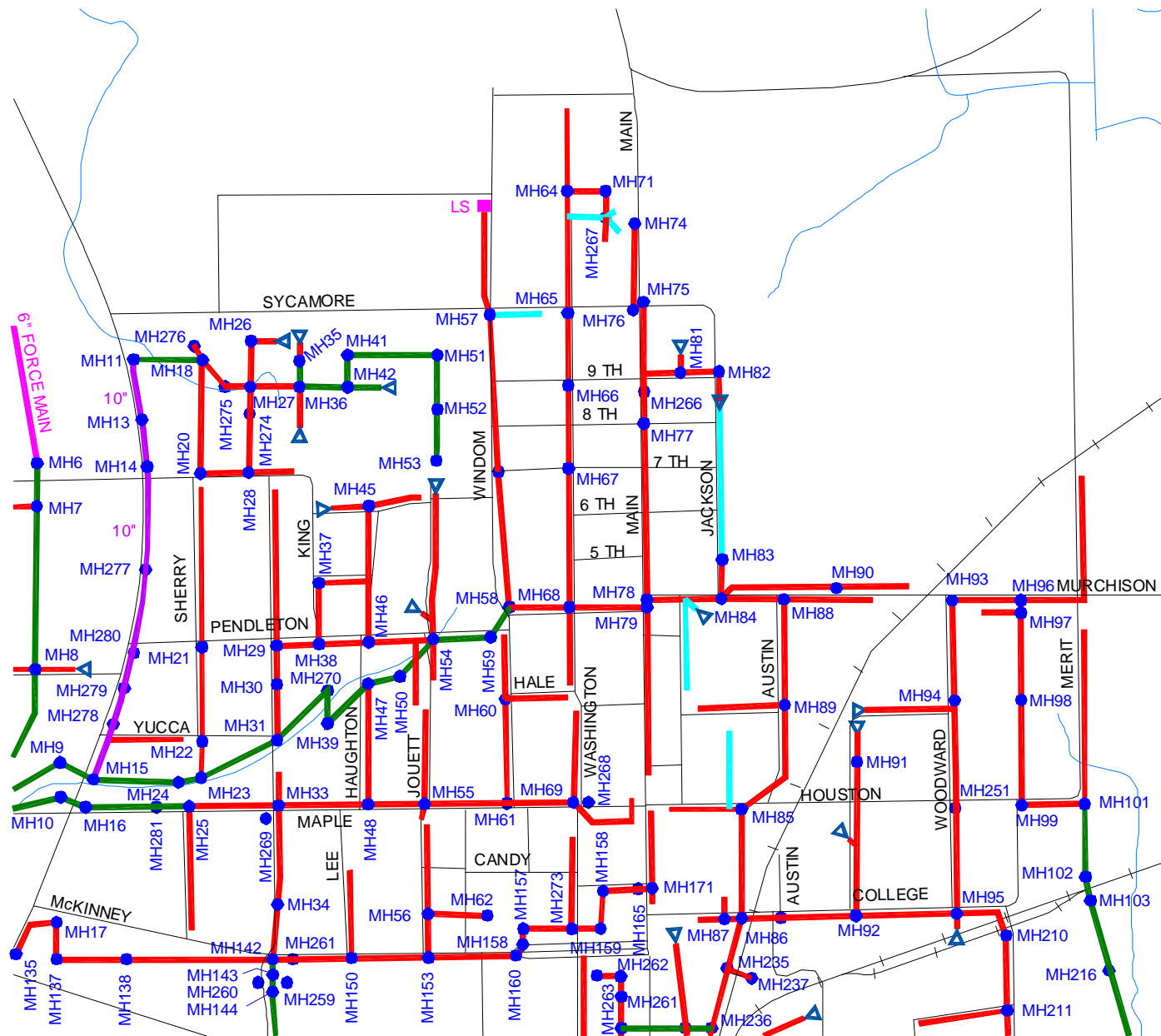


Figure 8. Waste Water System Diagram, Sheet 2

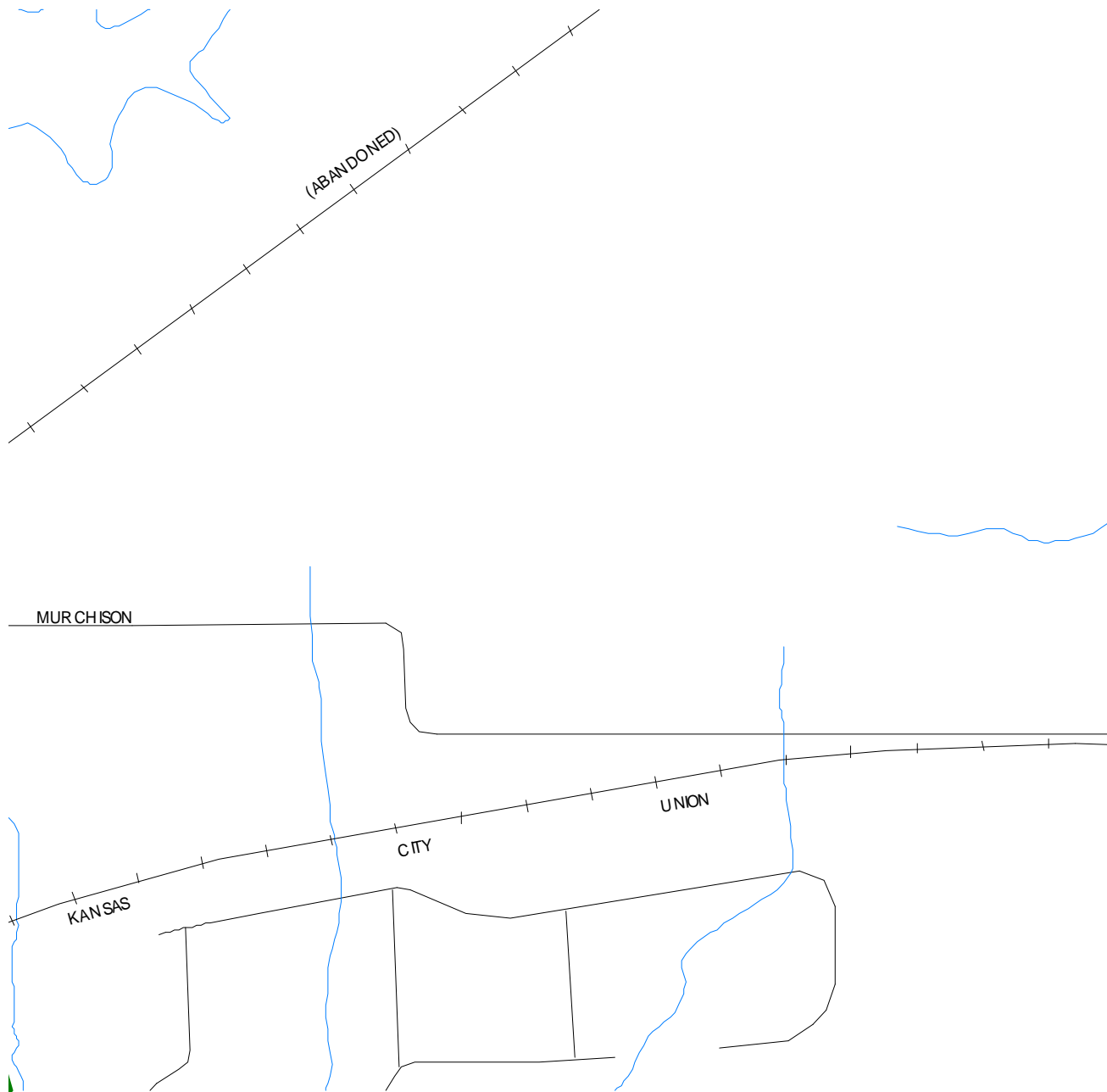


Figure 9. Waste Water System Diagram, Sheet 3

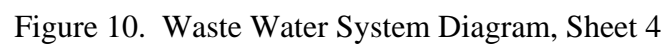


Figure 10. Waste Water System Diagram, Sheet 4

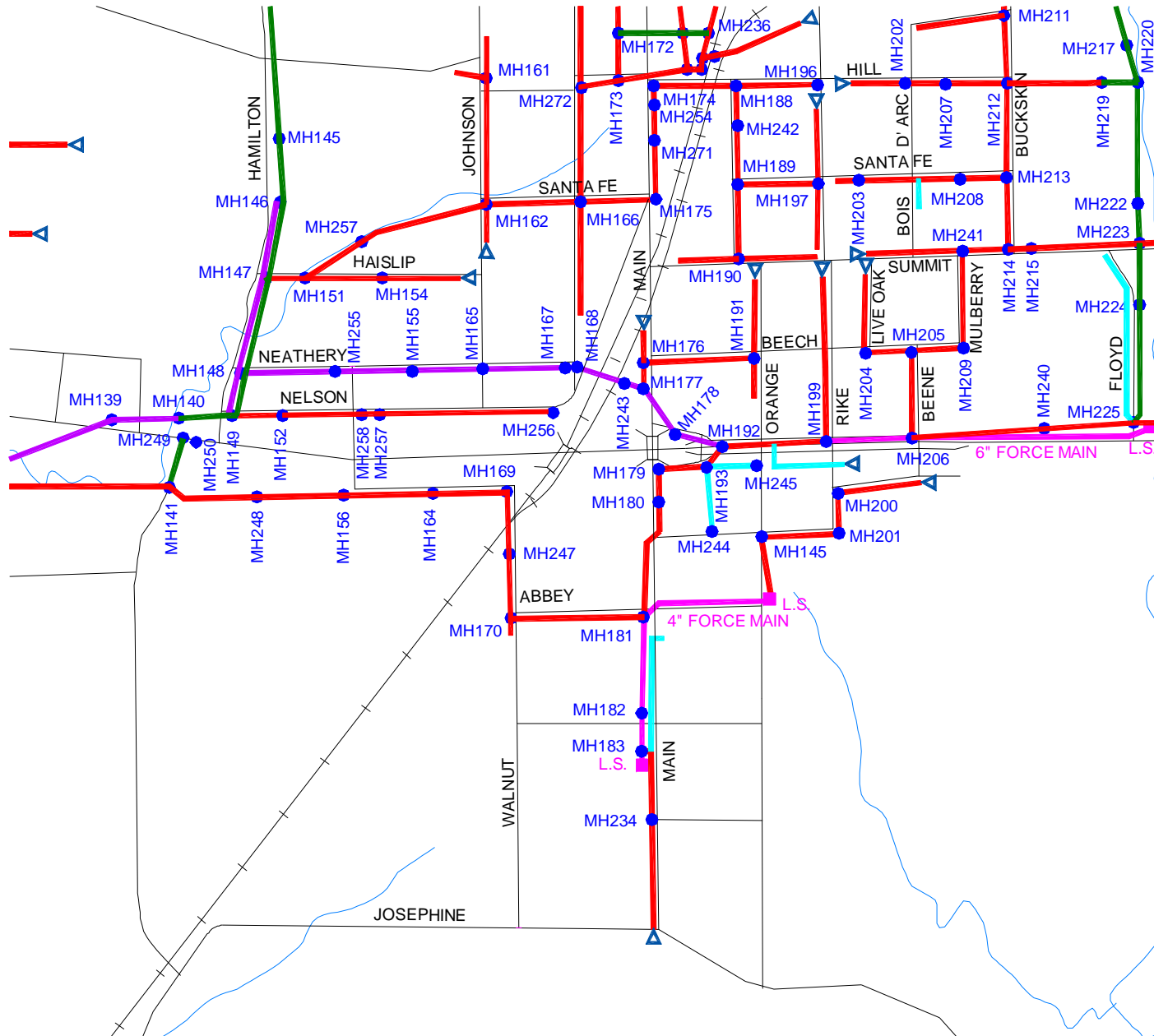


Figure 11. Waste Water System Diagram, Sheet 5

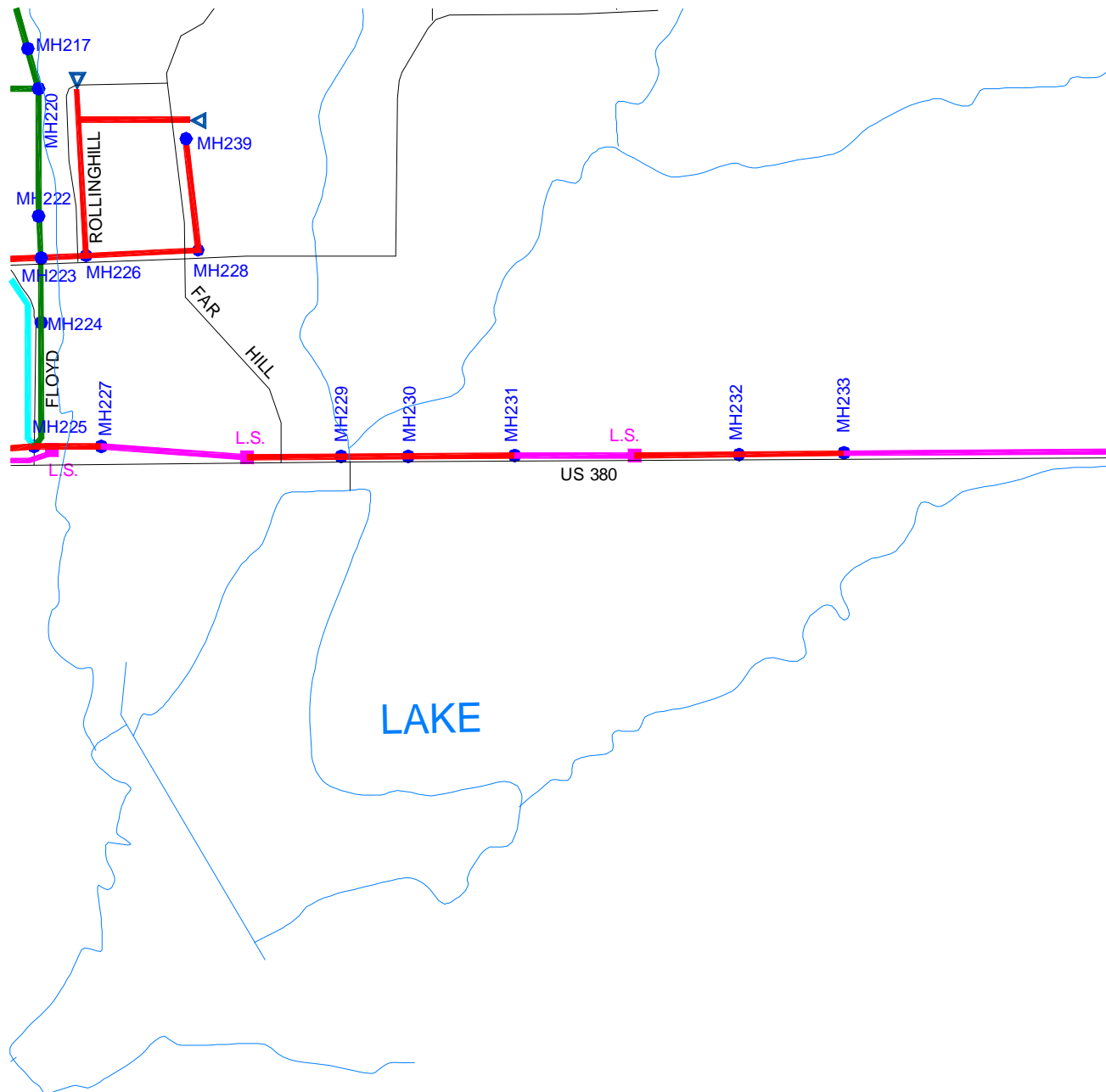


Figure 12. Waste Water System Diagram, Sheet 6

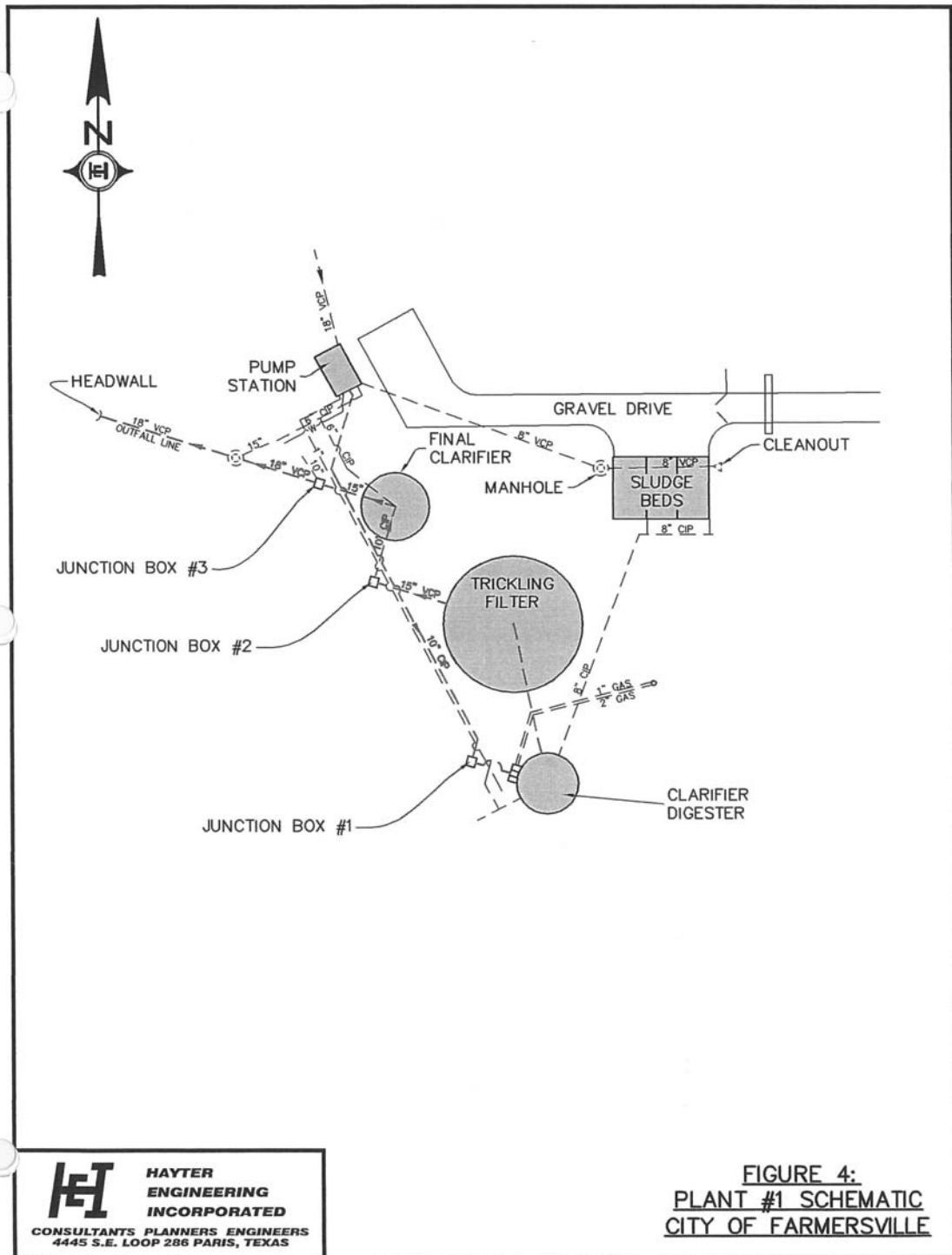


FIGURE 4:
 PLANT #1 SCHEMATIC
 CITY OF FARMERSVILLE



HEI
HAYTER
ENGINEERING
INCORPORATED
CONSULTANTS PLANNERS ENGINEERS
4445 S.E. LOOP 206 PARIS, TEXAS

Appendix D. Water Utility Profile for Wholesale Public Water Suppliers
(TCEQ Form 20162)

Texas Commission on Environmental Quality



**UTILITY PROFILE & WATER CONSERVATION PLAN
REQUIREMENTS
FOR WHOLESALE PUBLIC WATER SUPPLIERS**

This form is provided to assist entities in water conservation plan development for municipal water use by a retail public water supplier. Information from this form should be included within a water conservation plan for municipal use. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Supply Division at (512) 239-4691.

GENERAL DATA

Name of Entity	City of Farmersville
Address & Zip	205 South Main Street, Farmersville, Texas, 75442
Telephone Number	972-782-6151
Facsimile Number	972-782-6604
Form Completed By	Benjamin (Ben) L. White
Title	City Manager/Public Works Director
Signature	
Date of Signature	

**RESPONSIBLE PARTY FOR WATER CONSERVATION PROGRAM
IMPLEMENTATION**

Name	Benjamin (Ben) L. White
Phone Number	972-782-6151

PROFILE

I. WHOLESALE SERVICE AREA POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

Index	Question or Task Description	Answer
1	Service area size (square miles)	40
2	Current population of service area	3,516
3a	Current water population served	3,516
3b	Current wastewater population served	2,698

Index	Question or Task Description	Answer	
5	Population served previous five years	Year	Population
		2007	3,365
		2008	3,375
		2009	3,417
		2010	3,392
		2011	3,393
6	Projected population for service area in the following decades	2010	3,392
		2020	4,072
		2030	4,940
		2040	5,775
		2050	7,040
7	List source/method for the calculation of current and projected population	US Census 2010 City of Farmersville	

B. Customer Data

List (or attach) the names of all wholesale customers, amount of annual contract, and amount of the annual use for each for the previous year

Wholesale Customer	Contracted Amount (Acre-Feet)	Previous Year Amount of Water Delivered (Acre-Feet)

II. WATER USE DATA FOR SERVICE AREA

A. Water Delivery

Indicated if the water provided under wholesale contracts is treated or raw water and the annual amount for each for previous year:

Year	Amount Treated Water (Acre-Feet)	Amount Raw Water (Acre-Feet)
2011		
2012		
2013		
2014		
2015		

B. Water Accounting Data

1. Total amount of water diverted at point of diversion for previous five years (in acre-feet) for all water uses:

Year	2007	2008	2009	2010	2011
January	12,850	16,549	15,973	12,386	16,943
February	13,667	11,421	10,073	11,116	10,132
March	14,132	14,594	14,194	11,885	16,083
April	13,652	13,756	16,752	12,669	16,264
May	13,877	18,002	13,348	17,086	13,615
June	15,663	20,767	28,272	30,285	28,333
July	13,896	36,580	40,766	24,574	41,804
August	22,412	34,130	23,653	41,810	49,938
September	17,833	19,761	18,861	18,767	30,130
October	15,001	19,609	13,706	17,880	24,609
November	14,333	14,819	11,534	13,325	16,749
December	13,339	14,358	13,252	14,347	15,024
Total	180,655	234,346	220,384	226,130	279,624

2. Wholesale population served and total amount of water diverted for municipal use for previous five years:

Year	Total Population Served	Total Annual Water Diverted for Municipal Use (acre-feet)

B. Projected Water Demands

If applicable, attach projected water supply demands for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirement from such growth.

Year	Population	Projected Water Supply Demands (acre-feet)
2012	3,389	
2013	3,429	
2014	3,469	
2015	3,509	
2016	3,593	
2017	3,677	
2018	3,761	

2019	3,845	
2020	3,930	
2021	4,008	

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized with each:

Type	Source	Amount Authorized
Surface Water	Not applicable	0 acre-feet
Groundwater	Not applicable	0 acre-feet
Contracts	North Texas Municipal Water District	860.72 acre-feet 280,467,000 gallons
Other	Not applicable	0 acre-feet

B. Treatment and Distribution System

Index	Question or Task Description	Answer
1	Design daily capacity of system	Not applicable, treated water by NTMWD
2a	Elevated Storage Capacity	1,000 MG
2b	Ground Storage Capacity	500 MG
3	Please describe the water system and attach. Include the number of treatment plants, wells, and storage tanks. If possible, attach a sketch of the system layout.	See attachment at the end of this section.

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

Index	Question or Task Description	Answer
1	Design capacity of wastewater treatment plant(s)	Plant No. 1 – 0.225 MGD Plant No. 2 – 0.530 MGD

2a	Briefly describe the wastewater system(s) of the area serviced by the water utility.	Farmersville's wastewater collection system transmits flow to the Farmersville WWTP site. The plant consists of two permitted plants on a single site. Plant No. 1 is a trickling filter plant with a permitted capacity of 0.225 MGD. Plant No. 2 is an activated sludge plant with a treatment capacity of 0.530 MGD.
2b	Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream.	The wastewater is treated and discharged into Elm Creek, a tributary of Lake Lavon. The City of Farmersville WWTP consists of two permitted plants; Plant No. 1 (WQ0010442001) and Plant No. 2 (WQ0010442002). The owner, and permit holder, of the wastewater plant is the City of Farmersville. The plant is operated by NTMWD.
2c	If possible, attach a sketch or map which locates the plant(s) and discharge points or disposal sites.	See attachment at the end of this section.

B. Wastewater Data for Service Area

Index	Question or Task Description	Answer
1	Percent of water service area served by wastewater system	95 %

2. Monthly volume treated for previous three years (in 1,000 gallons):

Year	2009	2010	2011
January	6,892	*17,706	11,170
February	6,115	**21,572	12,901
March	10,991	20,331	9,274
April	10,657	10,229	9,763
May	19,479	8,665	15,363
June	6,943	7,759	8,381

July	6,947	8,984	7,769
August	6,426	7,215	7,522
September	7,864	8,677	7,386
October	***21,926	7,517	7,960
November	13,805	10,059	8,450
December	16,903	7,600	11,593
Total	134,948	136,314	117,532

*January 2010, includes 1,021 from Plant No. 1

**February 2010, includes 1,797 from Plant No. 1

***October 2009, includes 1,234 from Plant No. 1

Appendix E. Water Conservation Annual Report for the North Texas Municipal Water District

Due: March 31 of every year

Entity Reporting:	City of Farmersville							
Filled Out By:	Benjamin L. White and Paula R. Jackson							
Date Completed:	04/02/2014							
Year Covered:	2014							
# of Connections	1397							

Recorded Deliveries and Sales by Month (in Million Gallons):

Month	Deliveries from NTMWD	Other Supplies	Sales by Category						
			Residential	Commercial	Public/ Institutional	Industrial	Wholesale	Other	Total
January	12.013		5.966	1.780	0.031	0.314	2.795		10.886
February	10.322		5.057	1.675	0.019	0.261	2.366		9.37797
March	10.712		5.155	1.875	0.085	0.279	3.884		11.2782
April	11.080		5.359	1.643	0.041	0.247	3.635		10.9251
May	12.770		5.828	1.720	0.029	0.233	2.984		10.7943
June	11.590		6.226	1.543	0.023	0.303	3.008		11.1027
July	15.250		6.943	1.966	0.126	0.343	5.073		14.4515
August	16.370		6.099	2.046	0.075	0.375	3.895		12.4896
September	18.610		6.996	2.242	0.607	0.699	6.088		16.6321
October	12.600		6.933	2.621	0.232	0.773	3.200		13.7587
November	11.690		5.295	1.965	0.284	0.345	3.049		10.9378
December	9.360		4.686	1.290	0.027	0.154	2.936		9.09296
TOTAL	152.367	0	70.543	22.366	1.579	4.326	42.91261	0	141.727

Peak Day Usage

Peak Day (MG)	1.117	Total peak day use (Peak day delivery from NTMWD + other supplies)					
Average Day (MG)	0.417	Average day use (Annual deliveries from NTMWD + other supplies / 365 days)					
Peak/Average Day Ratio	2.676	Total peak day use/average day use					

Unaccounted Water (Million Gallons):									
NTMWD Deliveries		152.367	from Table above						
Other Supplies		0	from Table above						
Total Supplies		152.367	from Table above						
Total Sales		141.72661	from Table above						
Estimated Fire Use		0.025	estimated from best available data						
Estimated Line Flushing Use		1.881	estimated from best available data						
Unaccounted Water		8.73439							
% Unaccounted		6.00%							
Goal for % Unaccounted		12.00%							
Per Capita Use (Gallons per person per day)									
Total Use (MG)		109.454	from Table above (NTMWD deliveries+ other supplies - wholesale)						
Municipal Use (MG)		105.128	from Table above (NTMWD deliveries+ other supplies - industrial sales - municipal sales - wholesale - other sales)						
Residential Use (MG)		81.183	from Table above (NTMWD deliveries+ other supplies - commercial sales - public/institutional sales - industrial sales - municipal sales - wholesale - other sales)						
Estimated Population		3,301	Source: NTCOG						
Total Per Capita Use (gpcd)		90.84							
Municipal Per Capita Use (gpcd)		87.25							
Residential Per Capita Use (gpcd)		67.38							
5-year Per Capita Goal (___)		144							
10-year Per Capita Goal (___)		142							

Recorded Wholesale Sales by Month (in Million Gallons):								
Month	Caddo Basin SUD	North Farmersville WSC	Copeville SUD	Sales to _____	Sales to _____	Sales to _____	Sales to _____	Total Wholesale Sales
January	0.01180	1.83600	0.94700					2.7948
February	0.00997	0.75600	1.60000					2.36597
March	0.00987	2.25630	1.61800					3.88417
April	0.01043	1.96170	1.66300					3.63513
May	0.01107	1.92320	1.05000					2.98427
June	0.01216	1.93650	1.05900					3.00766
July	0.01116	2.90530	2.15700					5.07346
August	0.00992	2.42670	1.45800					3.89462
September	0.01663	2.77550	3.29600					6.08813
October	0.01758	1.73610	1.44600					3.19968
November	0.01316	1.58260	1.45300					3.04876
December	0.01566	1.50130	1.41900					2.93596
TOTAL	0.14941	23.5972	19.166	0	0	0	0	42.91261

Information on Wholesale Customers:

Customer	Estimated Population							
Caddo Basin SUD	9,780							
North Farmersville WSC	666							
Copeville SUD	3,807							

Unusual Circumstances (use additional sheets if necessary):									
--	--	--	--	--	--	--	--	--	--

No unusual circumstances

Progress in Implementation of Conservation Plan (use additional sheets if necessary):									
--	--	--	--	--	--	--	--	--	--

Implemented about 50% of our AMR system with leak detection capability. Maintained per capita municipal water use below goal. Maintained the level of unaccounted water in the system below the goal. Increased efficient water usage through a water conservation ordinance. Implemented a landscape water management regulations with enforcement.

Conservation measures planned for next year (use additional sheets if necessary):									
--	--	--	--	--	--	--	--	--	--

Continue with full deployment of the new meter system (AMR) to increase accuracy and incorporate a leak detection capability.

Assistance requested from North Texas Municipal Water District (use additional sheets if necessary):

None.

Other (use additional sheets if necessary):

--

Historical Water Use Data for City of Farmersville

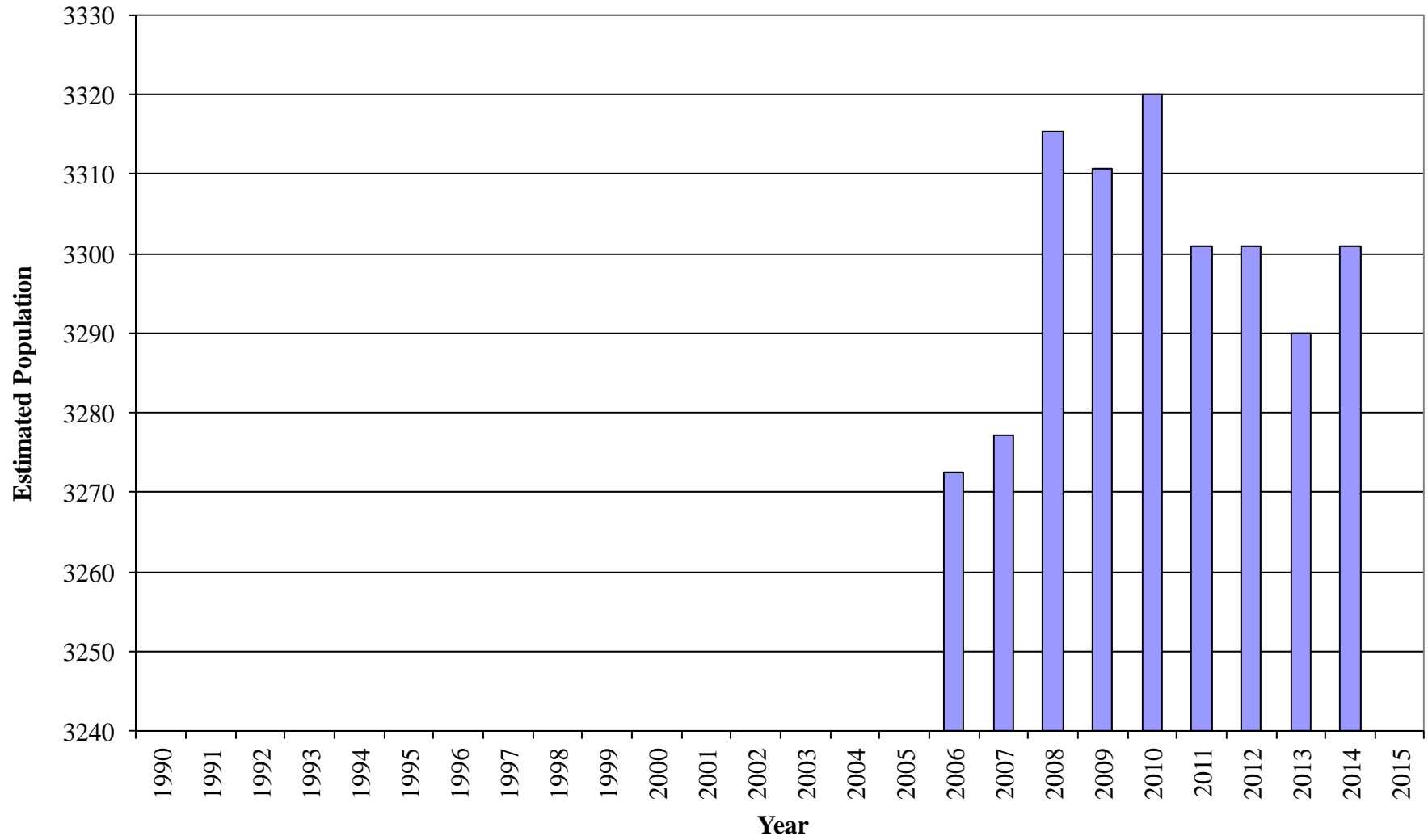
[illegible][illegible]

Year	Estimated Population	In-City Municipal Use (MG)	Per Capita Municipal Use (gpcd)	Deliveries from NTMWD (MG)	Other Supplies (MG)	Total Metered Sales (MG)	Estimated Fire Use (MG)	Estimated Line Flushing (MG)	Unaccounted Water (MG)	% Unaccounted
1995		0	#DIV/0!	0	0	0			0	#DIV/0!
1996		0	#DIV/0!	0	0	0			0	#DIV/0!
1997		0	#DIV/0!	0	0	0			0	#DIV/0!
1998		0	#DIV/0!	0	0	0			0	#DIV/0!
1999		0	#DIV/0!	0	0	0			0	#DIV/0!
2000		0	#DIV/0!	0	0	0			0	#DIV/0!
2001		0	#DIV/0!	0	0	0			0	#DIV/0!
2002		0	#DIV/0!	0	0	0			0	#DIV/0!
2003		0	#DIV/0!	0	0	0			0	#DIV/0!
2004		0	#DIV/0!	0	0	0			0	#DIV/0!
2005		0	#DIV/0!	0	0	0			0	#DIV/0!
2006	3273	155.505	130	263.011	0	238.247			24.764	9.00%
2007	3277	131.717	110	180.655	0	173.562			7.093	4.00%
2008	3315	152.864	126	234.346	0	213.243			21.103	9.00%
2009	3311	149.941	124	220.384	0	185.305			35.079	16.00%
2010	3320	127.425	105	226.13	0	213.132			12.998	6.00%
2011	3301	157.285	131	279.624	0	255.348			24.276	9.00%
2012	3301	139.411	115	220.498	0	197.56		0.25	22.688	10.00%
2013	3290	121.09071	101	178.108	0	156.52129	0.14	0.25	21.197	12.00%
2014	3301	105.12839	87	152.367	0	141.72661	0.025	1.881	8.734	6.00%
2015	0	0	#DIV/0!	0	0	0			0.000	#DIV/0!

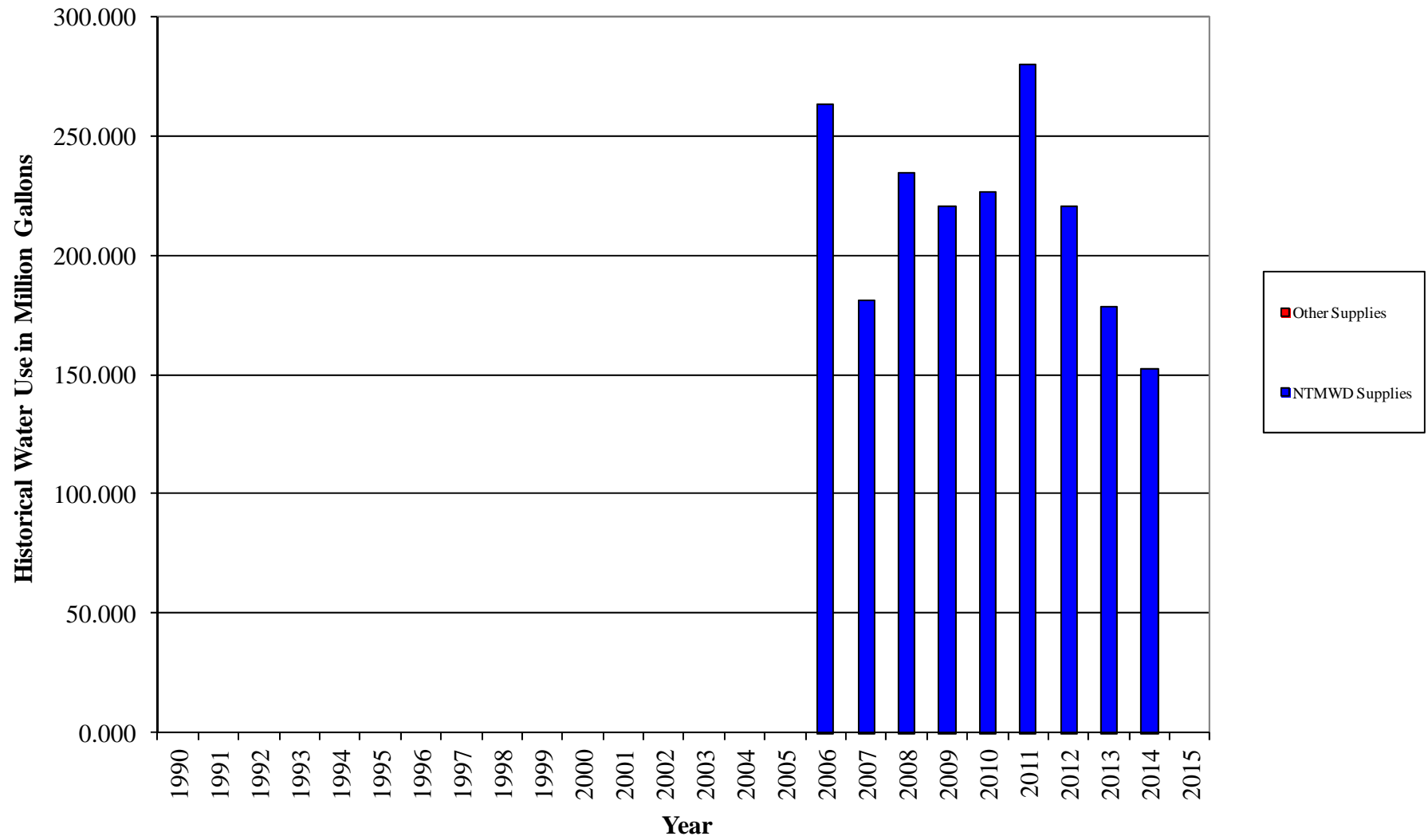
Note: In-city municipal use = total water supplied less sales to industry, wholesale sales and other sales.

Note: In-city municipal use = total water supplied less sales to industry, wholesale sales and other sales.

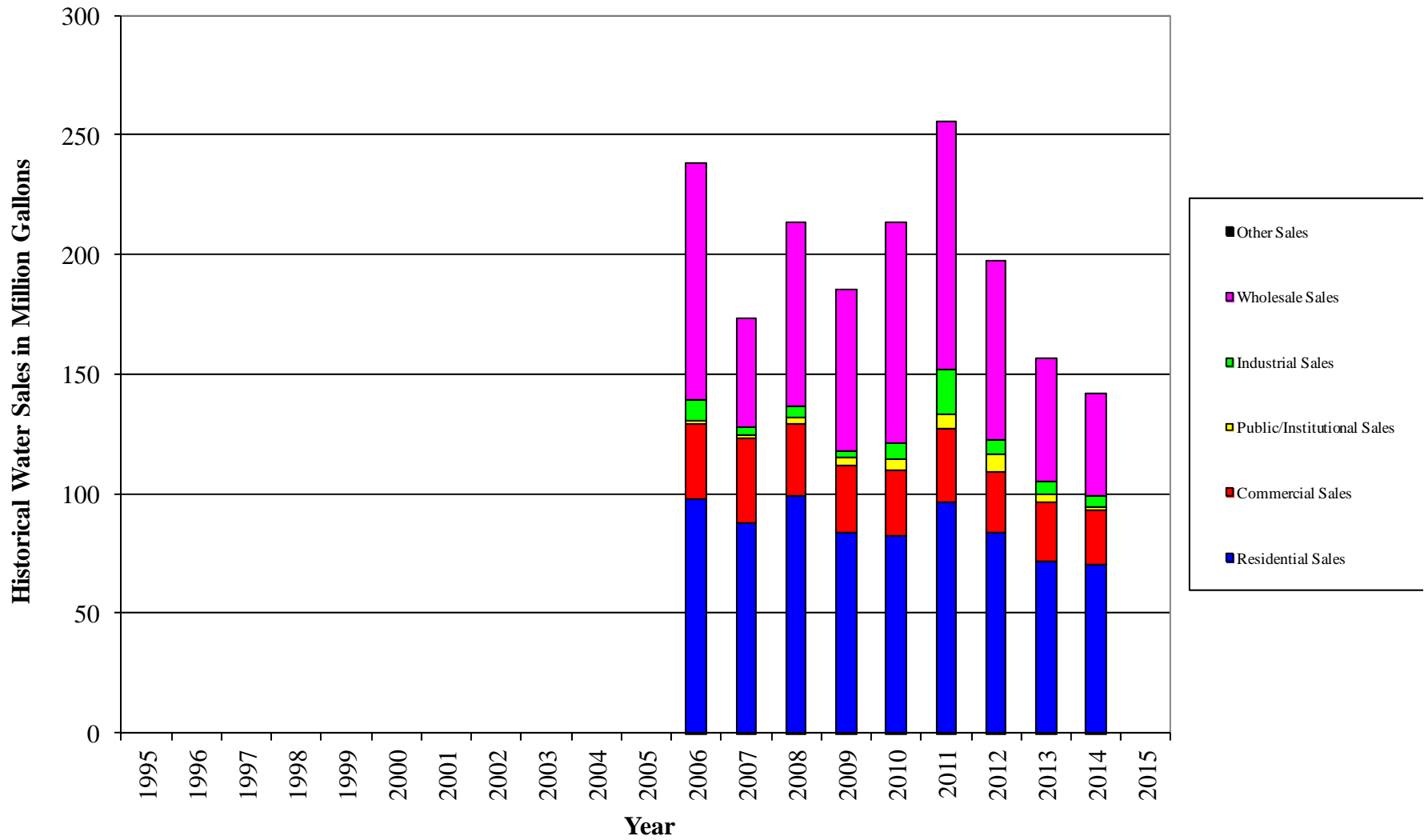
Estimated Historical Population



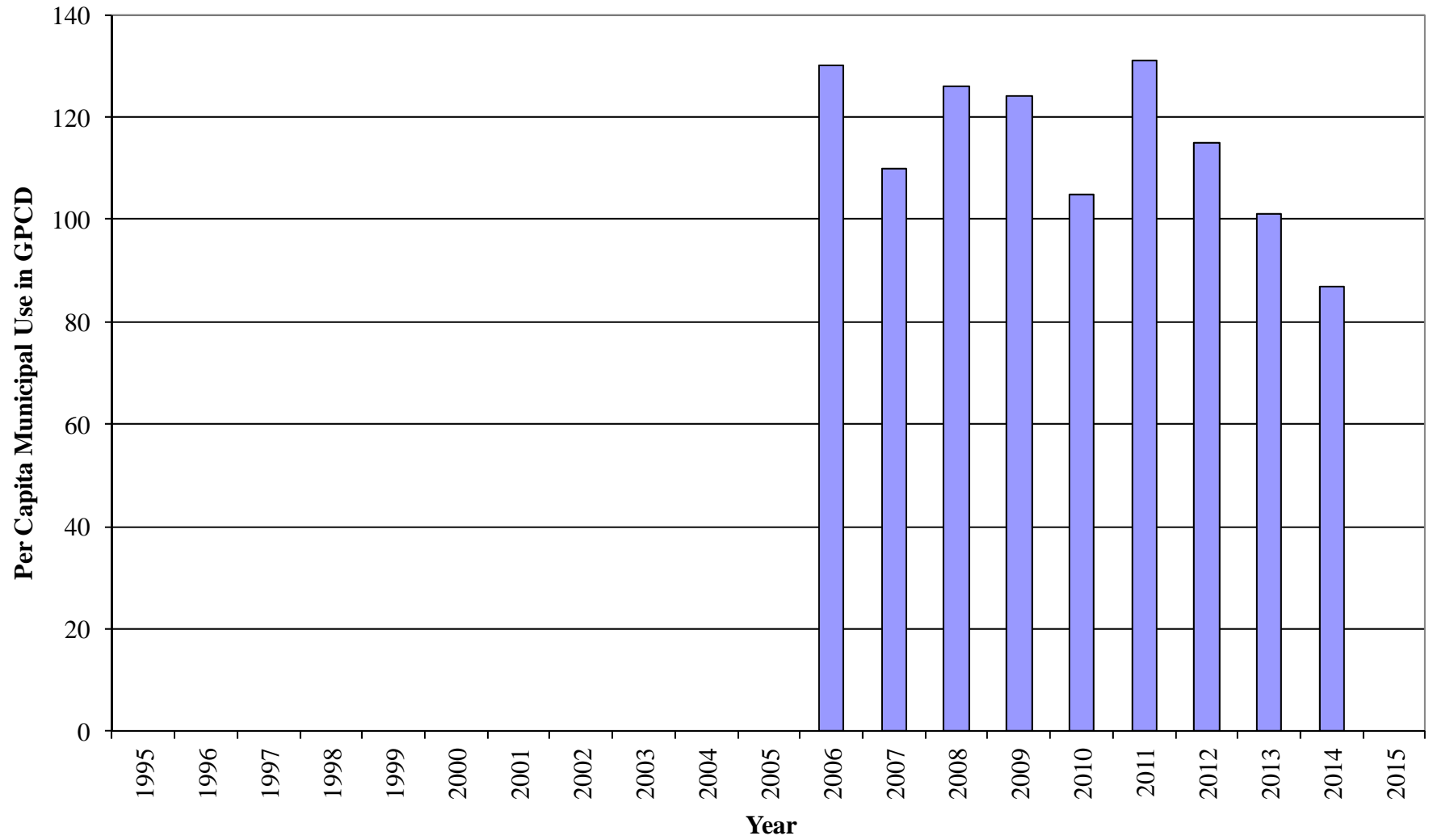
Historical Water Use



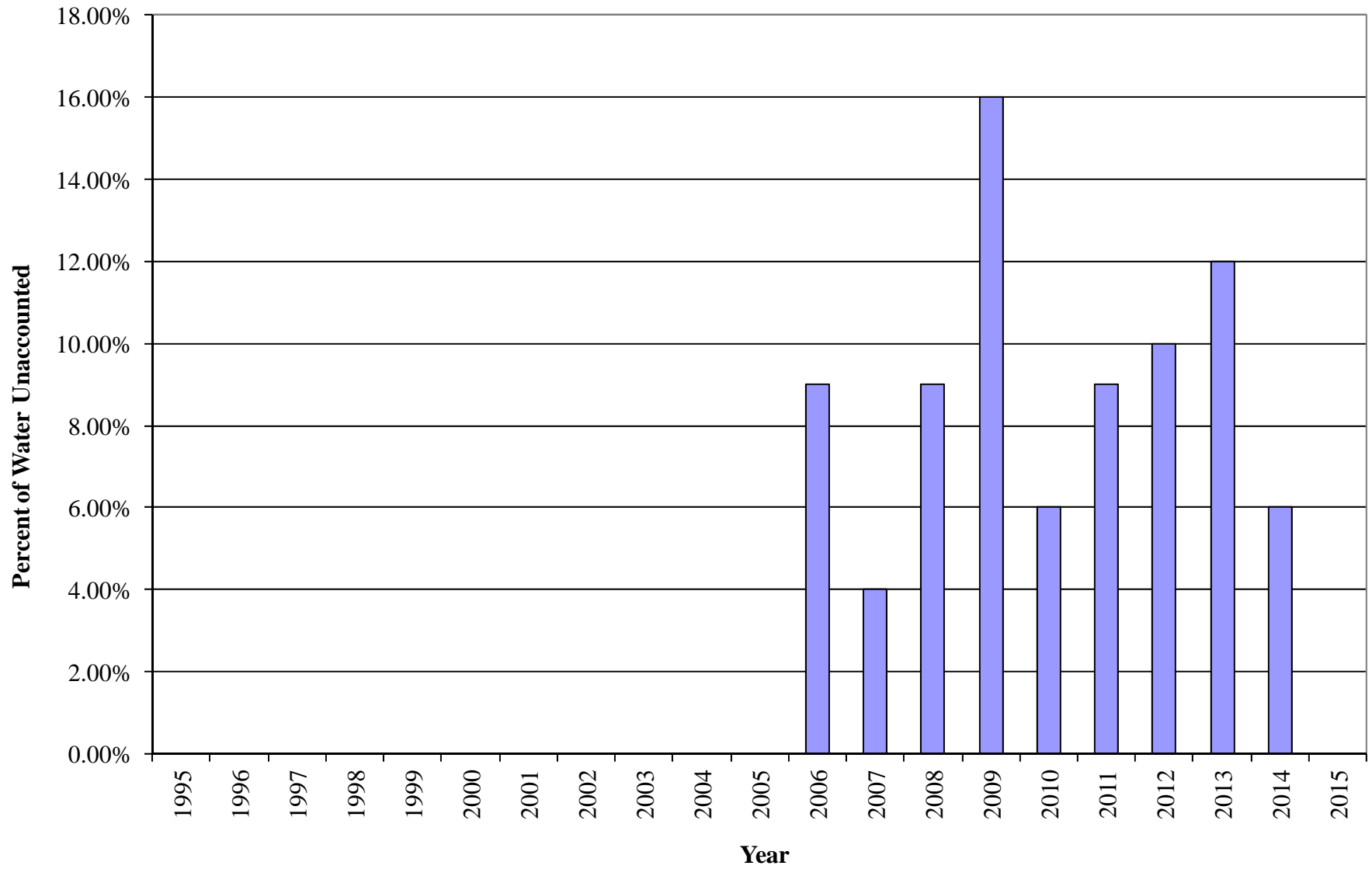
Historical Water Sales by Classification



Historical Per Capita Municipal Use



Historical Percent Unaccounted Water



Appendix F. Example Letter to Region C Water Planning Group

14 February 2016

Ms. Jody Puckett
Region C Water Planning Group Chair
City of Dallas Water Utility
1500 Marilla Street, Room 4AN
Dallas, Texas 75201

Subject: City of Farmersville Water Management Plan

Dear Ms. Puckett:

Enclosed please find a copy of the recently updated Water Management Plan for the City of Farmersville a member city of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules.

Sincerely,

Benjamin L. White, P.E.
City Manager/Public Works Director
City of Farmersville
205 South Main Street
Farmersville, Texas 75442
Office Phone: 972-782-6151

Appendix G. Water Conservation Annual Report for the Texas Water Development Board
(Form TWDB 1066)

UTILITY DATA		
Name of Utility: City of Farmersville		
Public Water Supply Identification Number (PWS ID), WR No.: 0430004		
Address: 205 South Main Street		City: Farmersville
State: Texas	Zip Code: 75442	Email: b.white@ci.farmersville.tx.us
Telephone Number: 972-782-6151		Fax: 972-782-6604
Regional Water Planning Group: C		
Form Completed By: Benjamin L. White		Date: 10/06/2011
Title: Director of Public Works		
Reporting Period (fiscal or calendar year): 01/01/2010 to 12/31/2010		

Total Gallons of Water Produced Treated or Raw (minus wholesale)	Population of Service Area	Total Gallons per Capita per Day (GPCD)*	Residential GPCD**	Total Number of Connections	Water Loss in	
					GPCD* **	Percent** **
140,790,288	3,301	117	64	1,351	23	20

- * **Total GPCD:** form calculation is made by dividing the total water produced by the population served and then dividing by 365
- ** **Residential GPCD:** user calculation is made by dividing the total single family plus multi-family residential water sales by the population served and then dividing by 365
- *** **Water Loss GPCD:** form calculation is made by dividing the amount you provide in number 7G on page 4 by the population served and then dividing by 365
- **** **Water Loss Percentage:** form calculation is made by dividing the amount you provide in number 7G on page 4 by the total gallons of water produced

Please provide the **specific and quantified five and ten-year targets** as listed in your water conservation plan:

	Total GPCD Target	Water Loss Target in GPCD	Year to Achieve Target
Five-year target	170	34	2012
Ten-year target	165	33	2017

LONG TERM WATER CONSERVATION PROGRAM

1. Approximately how much water in gallons did the utility save during the reporting period due to the overall conservation program?

Water Saved	Water Reused*	Total Water Saved	Dollar Value of Water Saved**
8,000,000	0	8,000,000	\$0

* Form inserts calculated Total from number 14 on page 6

** Based on water savings and the cost of treatment or purchase of your water, and any deferred capital costs due to conservation

2. In your opinion, how you would rank the effectiveness of your utility's conservation program?

Effective	Somewhat Effective	Less Than Effective	Not Effective	Do Not Know
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please provide additional information about any successes or problems you may have experienced in implementing your plan.

--

3. Education and Information Program

Please check the appropriate boxes regarding any educational and information activities your utility has provided during the reporting period:

	Implemented	Total Number
Brochures Distributed	<input type="checkbox"/>	
Messages Provided on Utility Bills	<input checked="" type="checkbox"/>	
Press Releases	<input checked="" type="checkbox"/>	
TV Public Service Announcements	<input type="checkbox"/>	
Radio Public Service Announcements	<input type="checkbox"/>	
School Program	<input type="checkbox"/>	
Displays and Presentations	<input type="checkbox"/>	
Plant Tours	<input type="checkbox"/>	
Other, please describe:		

4. Water Conservation Retrofit and Plumbing Rebate Programs

Please check the appropriate boxes regarding any plumbing fixture programs your utility has provided during the reporting period:

	Give-away	Rebate	Retrofit
Toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Showerheads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Faucet Aerators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other, please describe:			

5. Rate Structure

Have your rates or rate structure changed since your last report? Yes ☒ No ☐
If yes, please describe the changes, or attach a copy of the new rate structure.

Please see attached.

6. Universal Metering and Meter Repair

During the reporting period what was the system-wide number of:

	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters	1,346	8	1	15
Meters larger than 1 1/2"	37	3	1	0
Meters 1 1/2" or smaller	1,309	5	0	15

Does your system have automated meter reading? Yes ☐ No ☒

7. Water Loss and Leak Detection

Please provide the following data regarding water loss in your utility during the reporting period:

	Total Gallons During the Reporting Period
A. PRODUCTION - Water treated or raw (minus Wholesale)	140,790,288
B. Water sold	112,873,255
C. Water used for line flushing	
D. Water used for fire department use	
E. Water used for flushing and storage tank cleaning	
F. Water used for any un-metered use (facility use, etc.)	
G. WATER LOSS* = A minus B,C,D,E,F	27,917,033

* **WATER LOSS** includes un-accounted-for water, water lost from main line breaks and customer service line breaks, and storage over-flow.

How many leaks were repaired in the system or at service connections during the reporting

period? _____

Please check the appropriate boxes regarding the main cause of water loss in your utility during the reporting period:

Leaks	<input checked="" type="checkbox"/>
Un-metered utility or city uses	<input checked="" type="checkbox"/>
Master meter problems	<input type="checkbox"/>
Customer meter problems	<input checked="" type="checkbox"/>
Record and data problems	<input type="checkbox"/>
Other, please describe:	

Would you like to receive free technical assistance or equipment from the TWDB regarding leak detection and water loss? Yes ☒ No ☐

8. Water Conservation Programs

Please check the appropriate boxes regarding what conservation programs your utility provided during the reporting period:

Landscape Program	<input type="checkbox"/>
Educational and Information Program	<input type="checkbox"/>
School Education Program	<input type="checkbox"/>
Rainwater Harvesting	<input checked="" type="checkbox"/>
Leak Detection	<input type="checkbox"/>
Water Loss	<input checked="" type="checkbox"/>
Reuse	<input type="checkbox"/>
Treated Effluent	<input type="checkbox"/>
Other, please describe:	

9. How often does your utility staff review your water conservation program? Yearly

10. What year did your utility adopt, or revise, their water conservation plan? 2008

11. What might your utility do to improve the effectiveness of your water conservation program?

Implement a program to make all the water related data more accessible via computer. A great deal of our data is currently recorded manually and this makes it very difficult to quickly analyze for detail level trends and to implement a proactive approach to water conservation. Implement a program to track unmetered losses regarding line flushing, fire department uses, etc.

12. What might the TWDB do to assist you in improving the effectiveness of your water conservation program?

--

13. If known, how much expense has your utility incurred in implementing your water conservation program during the reporting period (literature, materials, staff time, etc.)? _____ (dollars/year)

14. Recycling and Reuse of Water or Wastewater Effluent

Please provide the following data regarding what types of water recycling or reuse activities were practiced by your utility during the reporting period, and what volume:

Use	Total Annual Volume (in gallons)
On-site irrigation	0
Plant wash down	0
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (parks, golf courses)	0
Agricultural	0
Other, please describe:	0
Total	0

Could treated effluent be substituted for certain potable water now being used? Yes ☐ No ☒

15. Drought Contingency and Emergency Water Demand Management

During the reporting period, did your utility activate its Drought Contingency Plan?

Yes ☐ Number of Days _____

No ☒

If yes, please check all the appropriate boxes for the reason why:

Reason	
Water Shortage	<input type="checkbox"/>
High Demand	<input type="checkbox"/>
Capacity Issues	<input type="checkbox"/>
Equipment Failure	<input type="checkbox"/>
Other, please describe:	



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Update on Chaparral Trail projects

- An update is attached for review.

ACTION: Receive information only.

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	Dec-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: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Update on street, water and wastewater General Obligation Bond projects

- An update is attached for review.

ACTION: Receive information only.

Street GO Bond Project Status

Project Number	Project Name	Current Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	156,119	156,119	Complete	Apr-13	Aug-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	59,589	59,589	Complete	Oct-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	265	265	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	203,627	203,627	Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	342,243	342,243	Complete	May-14	Sep-14
6	Hamilton Street Overlay (Yucca to Gaddy)			Complete	May-14	Sep-14
7	Central Overlay (College to Prospect)	103,607	103,607	Complete	Apr-14	May-14
8	Beech Street Overlay (Main to Beene)	247,718	247,718	Complete	Aug-14	Oct-14
9	Windom Overlay (Maple to McKinney)	48,053	48,053	Complete	Nov-14	Nov-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	145,410	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
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					
Wastewater Projects						
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: Ben White, City Manager
DATE: November 17, 2015
SUBJECT: Update on Highway 380 project

- An update is attached for review.

ACTION: Receive information only.

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