



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
October 25, 2016, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
  - Calendar of upcoming holidays and meetings

**II. PUBLIC COMMENT**

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (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.

**III. 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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

Consider, discuss, and act on the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City’s related operation:

**A. City Council Minutes**

B. City Financial Report

**IV. 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.

Consider, discuss, and act on the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Manager's Report
- B. Main Street Board Minutes
- C. Main Street Reports
- D. Building and Property Standards Minutes

**V. REGULAR AGENDA**

- A. Consider, discuss, and act upon a Interlocal Agreement between Collin County and the City of Farmersville to enter into an Agreement for the Project Funding Assistance Program to JW Spain Athletic Complex – Parking Lot and ADA Site Safety Improvements
- B. Consider, discuss, and act upon Planning and Zoning Board replacement.
- C. Consider, discuss, and act upon Collin County ILA for the Facility Construction and Use of an Animal Shelter in Collin County.
- D. Consider, discuss and act upon replacing City Manager Ben White on the Housing Board
- E. Debrief from Council persons attending TML

**VI. EXECUTIVE SESSION**

Discussion of Matters Permitted by Texas Government Code Chapter 551:

- A. Section 551.071, CONSULTATION WITH CITY ATTORNEY
  - 1. Discussion regarding matters protected by the Attorney-Client Privilege:
    - A. Communications or participation with appointed Boards and Commissions
    - B. Attorney General Opinion regarding rights of member cities to remove their appointees to the North Texas Municipal Water District

**VII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE**

**VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

**IX. ADJOURNMENT**

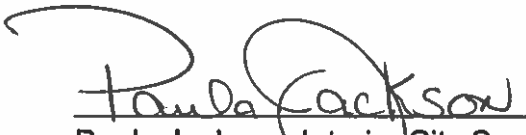
**Dated this the 21<sup>ST</sup> day of October, 2016.**

  
\_\_\_\_\_  
Diane C. Piwko, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted October 21, 2016 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

  
\_\_\_\_\_  
Paula Jackson, Interim City Secretary

## **I. Preliminary Matters**

# October

# 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
						Old Time Saturday
2	3	4	5	6	7	8
		COURT Main Street Board 5 PM				City Strategic Planning Session
9	10	11	12	13	14	15
	FCDC (4B) 5:45pm	City Council Meeting 6pm				Mini RAT 3 day race begins Grand opening Little Library 2:15
16	17	18	19	20	21	22
	Parks Board 4pm FISD School Board 7pm			FEDC (4A) 7pm	City Hall closed 1-5 PM Due to construction	Trick-it-up Bike Ride Scare around the Square
23	24	25	26	27	28	29
	P&Z Meeting at 6:30pm	City Council Meeting 6pm		Library/Civic Center Board 4:30pm B&PS 6pm		
30	31	1	2	3	4	5

# November

# 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
		COURT				Farmers & Fleas Market
6	7	8	9	10	11	12
	Main Street Board 5 pm	City Council Meeting 6pm			FISD Veterans Day event  City offices closed	Farmersville Freedom Run
13	14	15	16	17	18	19
	FCDC (4B) 5:45pm  P&Z 7 pm	COURT		FEDC (4A) 7pm		
20	21	22	23	24	25	26
				Thanksgiving Holiday City Offices Closed	Thanksgiving Holiday City Offices Closed	
27	28	29	30	1	2	3
	FISD Board mtg 7 pm	City Council Meeting 6pm				
4	5	6	7	8	9	10

# December

# 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
						Farmers & Fleas
4	5	6	7	8	9	10
	Main Street board 5 pm	COURT  Parks & Rec Board 6pm				Christmas Parade
11	12	13	14	15	16	17
	FCDC (4B) 5:45pm  P&Z 7pm	City Council Meeting 6pm		FEDC (4A) 7pm		
18	19	20	21	22	23	24
		COURT		Building and Property Meeting 5:30	City Offices Closed for Christmas Holiday	
25	26	27	28	29	30	31
	City Offices Closed for Christmas Holiday					
1	2	3	4	5	6	7

## **II. Public Comment**



Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (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.
Action	<ul style="list-style-type: none"> <li>• NA</li> </ul>

### **III. Consent Agenda**

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	City Council Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION MINUTES  
for  
October 11, 2016, 6:00P.M.**

**I. PRELIMINARY MATTERS**

- Mayor Piwko called the meeting to order at 6:00pm. Council members John Klostermann, Donny Mason, Michael Hesse, Mike Hurst, and Leaca Caspari were all present. City staff members Ben White, Mike Sullivan, Kim Morris, Paula Jackson, Rick Ranspot, Adah Leah Wolf, Trisha Dowell, and Attorney Alan Lathrom were also present. Prayer was led by Warrant Officer Rick Ranspot followed by pledges to the United States flag and Texas flag.

**II. PUBLIC COMMENT**

- No one present to speak.

**III. CONSENT AGENDA**

- A. City Manager's Report
  - B. City Council Minutes
  - C. Police Department Report
  - D. Code Enforcement/Animal Control Report
  - E. Fire Department Report
  - F. Municipal Court Report
  - G. Warrant Officer Report
  - H. Public Works Report
  - I. Library Report
  - H. Texoma Housing Partners Board
- Mayor Piwko pulled Items B (City Council Minutes)
    - Motion to approve all other Consent Agenda Items was made by John Klostermann
    - 2<sup>nd</sup> to approve was made by Donny Mason
    - All council members were in favor thereby approving the motion

- Item B: City Council Minutes for 9-27-16 was pulled for corrections on the start time for the front load truck for Sanitation Solutions to read 5:30-6am. Also, a correction was needed on the recycle tonnage for the drop-off center to read 42,000 tons.
- Motion to approve changes was made by Leaca Caspari
- 2<sup>nd</sup> to approve was made by John Klostermann.
- All council members voted in favor thereby approving the changes

#### **IV. INFORMATIONAL ITEMS**

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Meeting Minutes
- D. FCDC (4B) Financial Report
- E. Planning and Zoning Minutes

- Motion to approve all reports was made by Mike Hurst
- 2<sup>nd</sup> to approve was made by Michael Hesse
- All council member voted in favor thereby approving the above reports items

#### **V. REGULAR AGENDA**

- A. Consider, discuss, and act upon a request regarding a private lift station situated on property owned by Marshall Furr, owner of Farmersville Physical Therapy
  - Ben White explained a little about how the lift station arrived at Hwy 78 and Sycamore to service Farmersville Physical Therapy. City Manager also explained that he had visited with Mr. Furr and advised him that he would be responsible for the care and up keeping of the lift station.
  - Marshall Furr was then asked to speak and he stated that the lift station was installed around October/November of 2004. He stated that he was unaware it was a private lift until Ben approached him with the issues. He also explained that he knew nothing about taking care of the lift station.
  - Mayor Piwko then asked Ben White what the dollar amount would be each year. Ben White replied that in the past the city has done nothing for the up keeping until now when the pump had to be replaced and because of the timing he had to go ahead and replace it.
  - Michael Hesse stated that the lift station should be the city's responsibility to which Ben White replied that the city of Farmersville is not in the private system business however with an easement and a contract with Mr. Furr, the city can maintain the lift station. City manager then explained that the

contract will need to explicitly state that the city of Farmersville will not be responsible for any backup into the building and that this system would not be large enough for additional buildings.

- No motion, no action

B. Consider, discuss, and act upon the Interlocal Agreement between the County of Collin and the City of Farmersville regarding the Charles J. Rike Memorial Library

- Trish Dowell stated that she attended a meeting in Collin County for funding and a few larger cities like McKinney and Plano dropped out of the program so the smaller cities like Farmersville could still be funded.
- Motion to approve agreement was made by Leaca Caspari
- 2<sup>nd</sup> to approve was made by John Klostermann
- All council members were in favor thereby approving Item B.

C. Consider, discuss, and act upon a proposed policy related to the Farmersville Logo

- Mayor Piwko commented that the city does not have an agreement with anyone to use the logo. She stated that the city needs an ordinance put in place that would have anyone wishing to use the logo come in for approval.
- Leaca Caspari commented that when the logo was first branded it was encouraged that small businesses use the logo.
- Mike Hurst stated that the city and council should know who is using it for control of the logo.
- Attorney Alan Lathrom agreed and stated that the logo is trademarked in black and white only and that agreements are in place for 4A, 4B, and Farmersville Chamber to use the logo.
- Ben White asked the mayor and council if they would like a form for whom ever would like to use the logo.
- Mayor Piwko replied that there needs to be a method developed to get the word out such as the newspaper and websites.
- No motion, no action

D. Discussion regarding the TML convention

- Leaca Caspari and Mike Hurst asked for more time to prepare to speak about the convention but both expressed that it was one of the best they have ever seen and that they would love to share.
- Mayor Piwko agreed that the convention was very enlightening and gave a quick synopsis.
- No motion, no action

E. Discussion regarding matters from the Strategic Planning Session and any necessary future City Council actions(s)

- City Manager Ben White stated that the planning session went great. He stated that Bob Hart and the UTA students did an excellent job and will come back to the city council to present the information for

- the council to put goals into place. Ben also stated that he appreciated the support from the council and 4A and 4B.
- No motion, no action
- F. Update regarding proposal for City Planner services by City Manager
  - Ben White stated that DBI is working on the request for qualifications for the planner and stated that he and Attorney Alan Lathrom will work on the proposal for the Planning and Zoning Commission.
  - No motion, no action
- G. Consider, discuss, and act upon unincorporated areas within the confines of the City corporate limits
  - Mayor Piwko explained to the Council that there are a number of pieces of property that touch the city and are outside the city limits Mayor Piwko requested a letter be written and sent to all of these pieces of property requesting them to Annex into the City of Farmersville.
  - No motion, no action

VI. Meeting was dismissed into Executive Session at 7:06pm.

**EXECUTIVE SESSION-** Discussion of Matters Permitted by Texas Government Code Chapter 551:

A. Section 551.071, CONSULTATION WITH CITY ATTORNEY

1. Discussion regarding matters protected by the Attorney-Client Privilege:

- A. Temporary Certificate of Occupancy issued for Farmersville ISD Football Stadium and letter requesting release from agreement and issuance of Final Certificate of Occupancy

**VII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE** at 8:05pm.

- Motion made by Mayor Piwko to approve the Final Certificate of Occupancy for the Fisd Football Stadium with letter of conditions.
- 2<sup>nd</sup> to approve was made by Donny Mason
- All councilmembers were in favor thereby approving the motion

**VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- Leaca Caspari requested Attorney Alan Lathrom speak regarding the Mayor and Council's participation with the City's boards and commissions.

- Michael Hesse requested that the property behind Robert Norman be looked at and asked if this property should be given to the property owners on both sides. Currently it is an unimproved alley.

**IX. ADJOURNMENT**

Meeting was adjourned at 8:09pm.

APPROVE:

\_\_\_\_\_  
Diane C. Piwko

ATTEST:

\_\_\_\_\_  
Paula Jackson, Interim City Secretary



Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	City Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
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## MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: October 19th, 2016

Subject: September 2016 Budget Report (Unaudited End of Year Report)

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of September, 12/12 months or 100% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 100% level, and to have 0% remaining budget for the remaining of the year.

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

### **Executive Summary**

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

### **General Fund**

Total revenues in the general fund are 97.10% collected and total expenses are 93.50%

*(Note: budgeted items in current budget year 2015-2016 for incomplete projects, will follow up with budget amendments to transfer funds to proposed budget year 2016-2017)*

Ad Valorem collections currently received is 97.42%. Delinquent Ad Valorem received is 129.87%

Sales Tax current collection rate of 116.30%. Sales Tax exceeded expectations.

Municipal Court Revenues current collection rate of 81.54%. Projections lower than expected. Will watch over upcoming months to allow for adjustments.

Interest Earned is slowly on the rebound, still exceeding expectations, current collection rate 128.15%

### Refuse Fund

Total revenues are 99.39% and total expenses are 105.01%. *(Funds in the amount of \$127,767 transferred to the Street Department)* Funds not expended during current budget, a budget amendment will follow to transfer into proposed budget year 2016-2017

### Water & Wastewater Fund

Total revenues for the Water Fund are 107.40% Water expenses in Administration are 95.71%. Water Department overall expenditures are 90.49%

*(Received a refund from NTMWD in the amount of \$44,458.00)*

Total revenues for the Wastewater Fund are 98.24% Wastewater expenses are 84.59%.

### Electric Fund

Total revenues are 91.94%; the expenses are at 99%, includes transfers to general fund.  
Budget shortfall of approximately \$297k

### Cash Summary

The cash summary is attached.

# SUMMARY OF CASH BALANCES SEPTEMBER 2016

ACCOUNT: FNB (0815)	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ 422,736.17	
Permit Fund			\$ (5,074.40)	
Refuse Fund			\$ 92,322.88	
Water Fund			\$ (296,358.46)	
Wastewater Fund			\$ 423,656.93	
Electric Fund			\$ (278,935.74)	
CC Child Safety	\$ 24,668.94			
2012 Bond	\$ 97,386.07			
Law Enf Training	\$ 11,046.35			
Disbursement Fund	\$ (188,424.49)			
Library Donation Fund	\$ 2,509.30			
Court Tech/Sec	\$ 25,018.90			
Grants	\$ (264,077.34)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
<b>TOTAL:</b>	<b>\$ 75.15</b>	<b>\$ (156,216.87)</b>	<b>\$ 358,347.38</b>	<b>\$ 202,130.5</b>
<b>Debt Service Accounts</b>				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 39.08	\$ 100,658.26		
Debt Service Reserve (Texpool 0014 ) (2 months	\$ 33.75	\$ 108,104.87		
<b>TOTAL:</b>	<b>\$ 72.83</b>	<b>\$ 208,763.13</b>		<b>\$ 208,763.1</b>
<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 33.64	\$ 107,895.75		
2012 G/O Bond, streets, water, wastewater (Tex:	\$ 772.25	\$ 2,279,727.41	-	
<b>TOTAL:</b>	<b>\$ 805.89</b>	<b>\$ 2,387,623.16</b>	<b>\$ -</b>	<b>\$ 2,387,623.1</b>
<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day F	\$ 270.64	\$ 668,525.00	\$ 198,175.00	
Water/WW Fund (Texpool 0003)(Operating 90 d	\$ 185.36	\$ 593,754.88		
Water/WW Fund (Texpool 00017)(Capital)	\$ 235.76	\$ 755,265.92		
Elec. Fund (Texpool 0005) (Operating)	\$ 15.65	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 100.29	\$ 321,206.20		
Elec. Surcharge (Texpool 0015)	\$ 37.84	\$ 121,257.26		
Money Market Acct. (FNB 092)	\$ 8.86		\$ 73,344.53	
<b>TOTAL:</b>	<b>\$ 854.40</b>	<b>\$ 2,510,009.26</b>	<b>\$ 271,519.53</b>	<b>\$ 2,781,528.7</b>
<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund		\$ 18,100.17		
<b>TOTAL APPROPRIATED SURPLUS</b>		<b>\$ 18,100.17</b>	<b>\$ -</b>	<b>\$ 18,100.1</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>		<b>\$ 4,968,278.85</b>	<b>\$ 629,866.91</b>	<b>\$ 5,598,145.7</b>

## SUMMARY OF CASH BALANCES SEPTEMBER 2016

<b>FEDC 4A Board Investment &amp; Checking Account</b>					
FEDC 4A Checking Account(Independent Bank	\$	5.87	\$	173,140.08	
FEDC 4A Investment Account (Texpool 0001)	\$	193.16	\$	618,716.43	
FEDC 4A Certificate of Deposit (Independent Ba	\$	74.12	\$	250,000.00	
<b>TOTAL:</b>	<b>\$</b>	<b>273.15</b>	<b>\$</b>	<b>1,041,856.51</b>	<b>\$ - \$ 1,041,856.51</b>

<b>FCDC 4B Board Investment &amp; Checking Account</b>					
FCDC 4B Checking Account (Independent Bank	\$	5.65	\$	166,285.82	
FCDC 4B Investment Account (Texpool 0001)	\$	26.59	\$	85,126.37	
<b>TOTAL:</b>	<b>\$</b>	<b>32.24</b>	<b>\$</b>	<b>251,412.19</b>	<b>\$ - \$ 251,412.19</b>

<b>TIRZ Account</b>					
County Tax Deposits (FNB 01276)	\$	23.24	\$	114,363.32	
<b>TOTAL:</b>	<b>\$</b>		<b>\$</b>	<b>114,363.32</b>	<b>\$ - \$ 114,363.32</b>

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

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

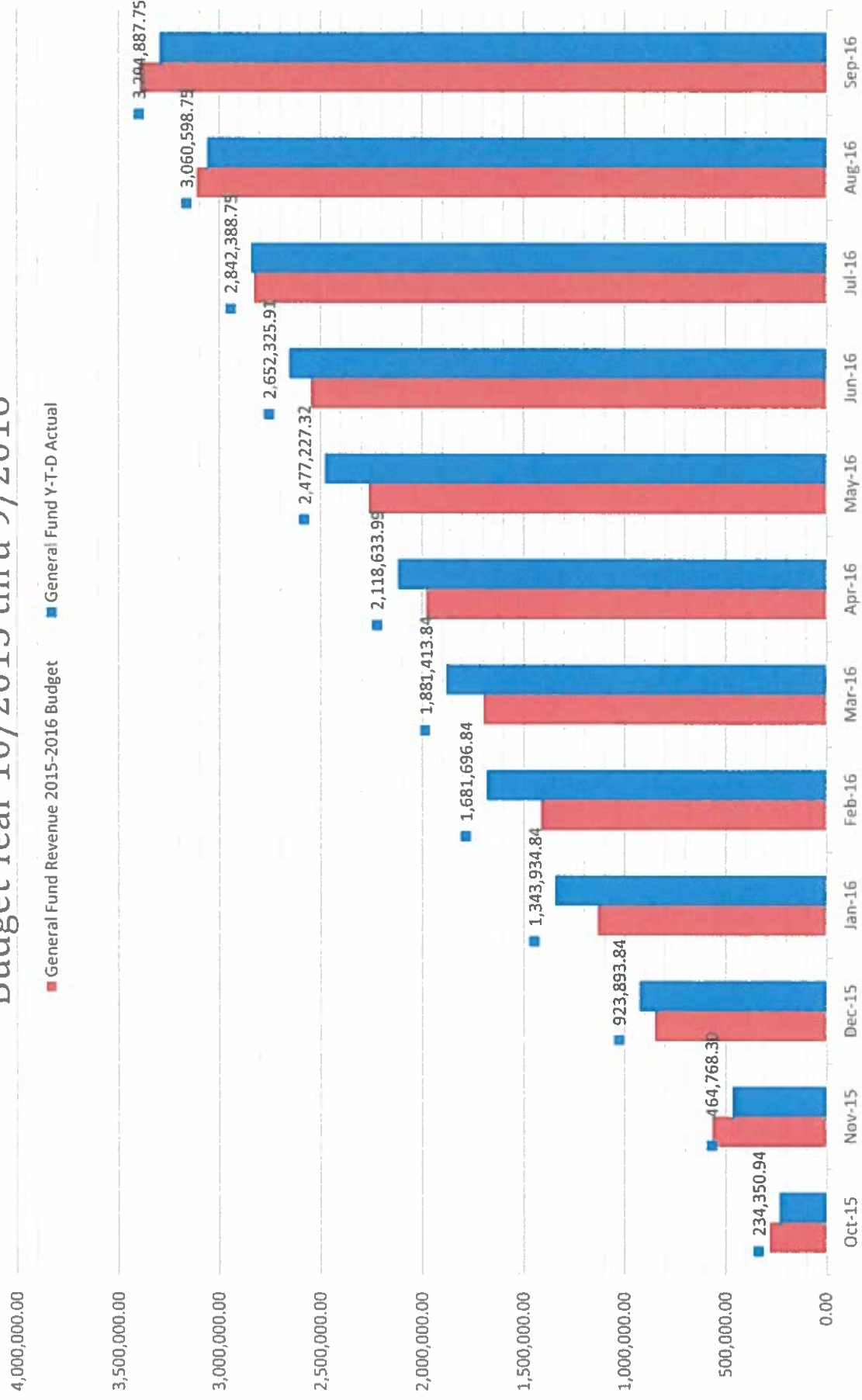
10-2014 NCTCOG - Public Funds Inv Act.

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

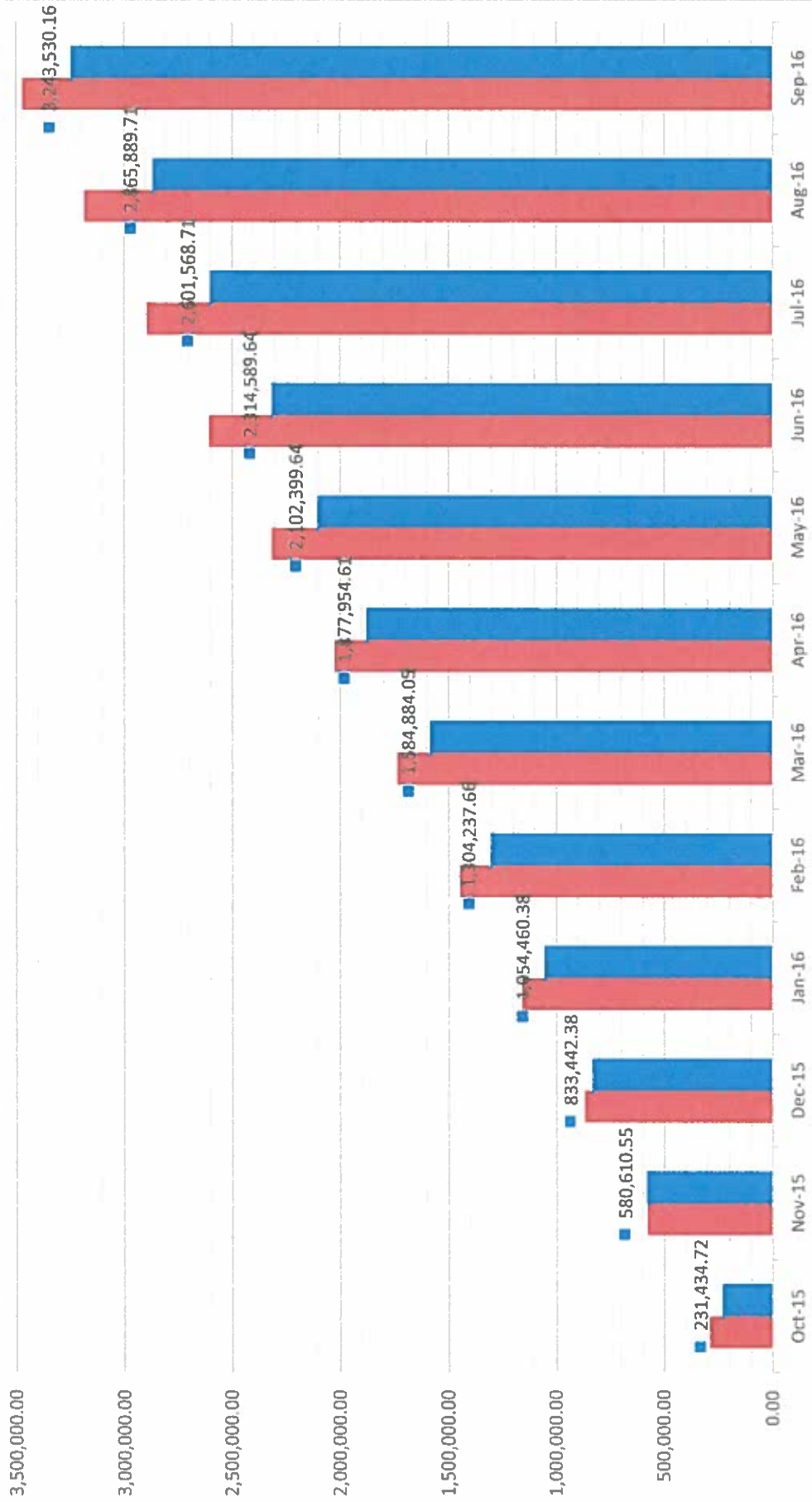
Daphne Hamlin, City Investment Officer

# General Fund Revenue Progress Budget Year 10/2015 thru 9/2016

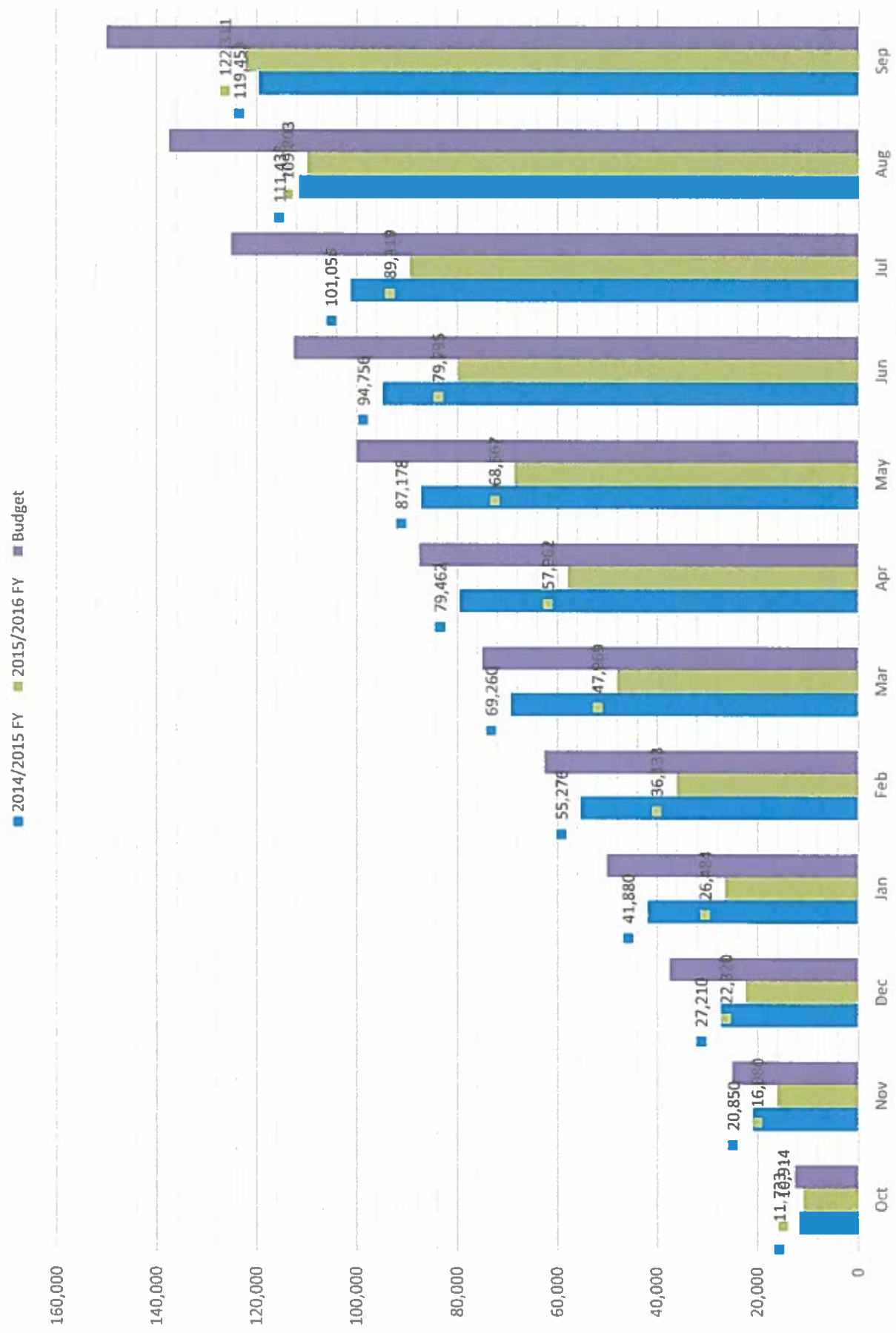


# General Fund Expense Budget Year 10/2015 thru 9/2016

■ General Fund Expense Budget ■ General Fund Y-T-D Actual



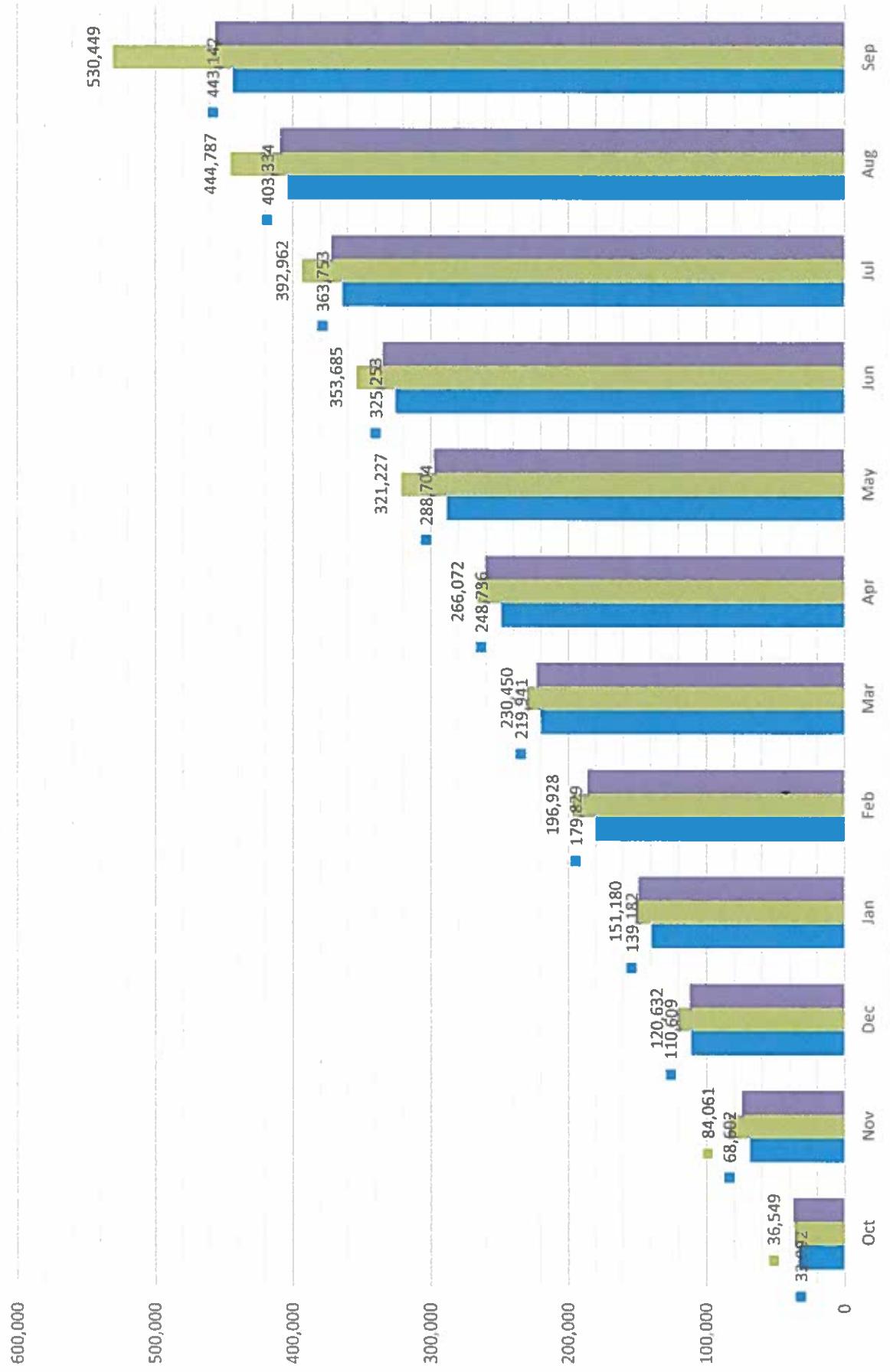
# Municipal Court Revenue Comparison Chart





# Sales Tax Chart Comparison

■ 2014/2015FY ■ 2015/2016FY ■ Budget



100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,393,295	234,289.01	3,294,834.49	0.00	98,460.51	97.10
TOTAL REVENUES	3,393,295	234,289.01	3,294,834.49	0.00	98,460.51	97.10
<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
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	150.00	1,980.00	0.00	60.00	97.06
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	1,115.53	0.00	1,115.53	0.00
MISCELLANEOUS	11,124	0.00	9,968.80	0.00	1,155.20	89.62
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	13,314	150.00	13,064.33	0.00	249.67	98.12
12-ADMINISTRATION						
PERSONNEL SERVICES	251,792	31,002.67	242,887.77	0.00	8,904.23	96.46
CONTRACTS & PROF. SVCS	170,207	15,587.82	150,935.69	0.00	19,271.31	88.68
MAINTENANCE	98,885	14,010.14	97,129.40	960.00	795.60	99.20
UTILITIES	21,550	3,374.71	22,524.47	0.00	974.47	104.52
SUPPLIES	25,500	902.71	22,674.71	0.00	2,825.29	88.92
MISCELLANEOUS	72,270	4,184.50	55,969.68	0.00	16,300.32	77.45
CAPITAL EXPENDITURES	39,303	5,660.03	51,950.30	1,035.61	13,682.91	134.81
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	679,507	74,722.58	644,072.02	1,995.61	33,439.37	95.08
14-MUNICIPAL COURT						
PERSONNEL SERVICES	135,380	14,732.01	135,055.24	0.00	324.76	99.76
CONTRACTS & PROF. SVCS	25,150	1,290.00	17,847.14	0.00	7,302.86	70.96
MAINTENANCE	12,625	677.26	9,636.08	0.00	2,988.92	76.33
UTILITIES	1,200	103.94	1,310.81	0.00	110.81	109.23
SUPPLIES	5,950	269.90	6,598.89	0.00	648.89	110.91
MISCELLANEOUS	7,010	363.69	5,775.52	0.00	1,234.48	82.39
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	187,315	17,436.80	176,223.68	0.00	11,091.32	94.08
15-LIBRARY						
PERSONNEL SERVICES	121,275	12,737.30	120,864.16	0.00	410.84	99.66
CONTRACTS & PROF. SVCS	150	0.00	32.14	0.00	117.86	21.43
MAINTENANCE	32,391	1,415.92	25,073.36	0.00	7,317.64	77.41
UTILITIES	9,750	1,903.95	9,430.78	0.00	319.22	96.73
SUPPLIES	3,700	312.85	3,232.91	0.00	467.09	87.38
MISCELLANEOUS	3,510	128.36	3,479.28	0.00	30.72	99.12

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	15,000	1,849.29	15,281.64	0.00	281.64	101.88
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	185,776	18,347.67	177,394.27	0.00	8,381.73	95.49
16-CIVIC/CENTER						
UTILITIES	16,000	1,984.36	12,726.06	0.00	3,273.94	79.54
TOTAL 16-CIVIC/CENTER	16,000	1,984.36	12,726.06	0.00	3,273.94	79.54
21-POLICE DEPT.						
PERSONNEL SERVICES	756,280	82,561.74	750,199.42	0.00	6,080.58	99.20
CONTRACTS & PROF. SVCS	52,912	1,147.48	50,360.91	0.00	2,551.09	95.18
MISCELLANEOUS	1,000	59.57	116.07	0.00	883.93	11.61
MAINTENANCE	93,865	6,559.44	75,673.93	0.00	18,191.07	80.62
UTILITIES	36,580	5,571.90	33,811.71	0.00	2,768.29	92.43
SUPPLIES	65,600	14,944.12	55,531.34	0.00	10,068.66	84.65
MISCELLANEOUS	23,500	504.45	22,887.16	0.00	612.84	97.39
CAPITAL EXPENDITURES	0	30,804.68	30,416.33	0.00	30,416.33	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,029,737	142,153.38	1,018,996.87	0.00	10,740.13	98.96
22-FIRE DEPT.						
PERSONNEL SERVICES	179,020	18,470.19	166,864.43	0.00	12,155.57	93.21
CONTRACTS & PROF. SVCS	43,315	0.00	40,580.51	0.00	2,734.49	93.69
MISCELLANEOUS	1,500	460.00	1,014.06	0.00	485.94	67.60
MAINTENANCE	46,767	4,410.61	28,028.79	83.52	18,654.69	60.11
UTILITIES	1,500	249.97	2,234.06	0.00	734.06	148.94
SUPPLIES	40,500	4,030.47	31,086.69	0.00	9,413.31	76.76
MISCELLANEOUS	11,599	525.00	11,056.93	0.00	542.07	95.33
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.	324,201	28,146.24	280,865.47	83.52	43,252.01	86.66
34-STREET SYSTEM						
PERSONNEL SERVICES	134,366	13,784.11	140,005.85	0.00	5,639.85	104.20
CONTRACTS & PROF. SVCS	7,287	0.00	10,937.89	0.00	3,650.89	150.10
MISCELLANEOUS	200,865	16,127.71	135,101.34	0.00	65,763.66	67.26
MAINTENANCE	6,500	0.00	3,587.37	0.00	2,912.63	55.19
UTILITIES	8,950	815.26	7,779.21	0.00	1,170.79	86.92
SUPPLIES	11,213	1,021.21	8,153.35	0.00	3,059.65	72.71
MISCELLANEOUS	1,500	0.00	731.90	0.00	768.10	48.79
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	370,681	31,748.29	306,296.91	0.00	64,384.09	82.63
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	107,400	14,676.54	114,086.40	0.00	6,686.40	106.23
CONTRACTS & PROF. SVCS	13,500	281.10	2,229.53	0.00	11,270.47	16.52
MISCELLANEOUS	46,546	931.96	41,947.47	0.00	4,598.53	90.12
MAINTENANCE	5,500	8,311.17	17,466.47	0.00	11,966.47	317.57
UTILITIES	18,250	2,551.88	15,611.34	0.00	2,638.66	85.54
SUPPLIES	500	0.00	143.48	0.00	356.52	28.70

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	150	0.00	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	191,846	26,752.65	191,484.69	0.00	361.31	99.81
39-PARKS						
PERSONNEL SERVICES	62,367	4,057.88	50,095.10	0.00	12,271.90	80.32
CONTRACTS & PROF. SVCS	81,250	10,895.00	81,045.35	0.00	204.65	99.75
MISCELLANEOUS	20,000	698.29	33,763.02	0.00	13,763.02	168.82
MAINTENANCE	15,500	1,343.77	15,035.88	0.00	464.12	97.01
UTILITIES	78,128	14,511.02	60,398.75	0.00	17,729.25	77.31
SUPPLIES	2,752	0.00	2,314.14	0.00	437.86	84.09
MISCELLANEOUS	1,000	0.00	689.52	0.00	310.48	68.95
CAPITAL EXPENDITURES	25,300	0.00	3,000.00	0.00	22,300.00	11.86
TOTAL 39-PARKS	286,297	31,505.96	246,341.76	0.00	39,955.24	86.04
71-DEBT SERVICE						
DEBT SERVICE	187,012	4,692.52	176,589.30	0.00	10,422.70	94.43
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	187,012	4,692.52	176,589.30	0.00	10,422.70	94.43
TOTAL EXPENDITURES	3,471,686	377,640.45	3,244,055.36	2,079.13	225,551.51	93.50
REVENUE OVER/(UNDER) EXPENDITURES	( 78,391)	( 143,351.44)	50,779.13	( 2,079.13)	( 127,091.00)	62.12-

## 100-GENERAL FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	598,968	708.11	583,527.56	0.00	15,440.44	97.42
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.	18,000	2,878.31	23,376.83	0.00	5,376.83	129.87
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	456,125	85,662.24	530,451.26	0.00	74,326.26	116.30
100.00.5722.000 BEVERAGE TAX	2,600	0.00	2,234.74	0.00	365.26	85.95
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	34,877	0.00	34,876.70	0.00	0.30	100.00
100.00.5732.000 SKYBEAM	58,320	4,860.00	58,348.14	0.00	28.14	100.05
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	6,777.67	0.00	277.67	104.27
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	213.45	3,206.89	0.00	1,293.11	71.26
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	13,569.31	0.00	569.31	104.38
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	24,000	3,735.90	23,126.11	0.00	873.89	96.36
100.00.5742.000 PLANNING & ZONING FEES	2,000	2,000.00	2,000.00	0.00	0.00	100.00
100.00.5743.000 FEES	100	0.00	55.00	0.00	45.00	55.00
100.00.5744.000 PENALTIES	150,000	12,508.86	122,314.10	0.00	27,685.90	81.54
100.00.5745.000 CNTY FIRE RUNS	111,427	0.00	111,427.66	0.00	0.66	100.00
100.00.5746.000 UNION SHED RENTAL	1,000	100.00	850.00	0.00	150.00	85.00
100.00.5747.000 COUNTY LIBRARY FUND	15,960	0.00	15,962.04	0.00	2.04	100.01
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 MAIN STREET EVENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,395.64	16,747.68	0.00	0.68	100.00
100.00.5759.000 GAMING MACHINE LICENSE	205	0.00	205.00	0.00	0.00	100.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	2,230	345.79	2,857.83	0.00	627.83	128.15
100.00.5764.000 FCDC IMPROVEMENTS	600	0.00	1,000.00	0.00	400.00	166.67
100.00.5765.000 RENT E. TX. MED CTR.	0	0.00	0.00	0.00	0.00	0.00
100.00.5766.000 FEDC IMPROVEMENT FUND	20,000	1,000.00	17,000.00	0.00	3,000.00	85.00
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	0	0.00	0.00	0.00	0.00	0.00
100.00.5769.000 OTHER INCOME	7,200	0.00	7,794.16	0.00	594.16	108.25
100.00.5770.000 C.C. CHILD SAFETY	25,000	1,226.40	18,304.55	0.00	6,695.45	73.22
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	28,777	0.00	35,712.12	0.00	6,935.12	124.10
100.00.5774.000 ALARM FEE	1,048	0.00	1,048.00	0.00	0.00	100.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	700	0.00	525.00	0.00	175.00	75.00
100.00.5776.000 LIBRARY GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	393.18	309.46	0.00	309.46	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

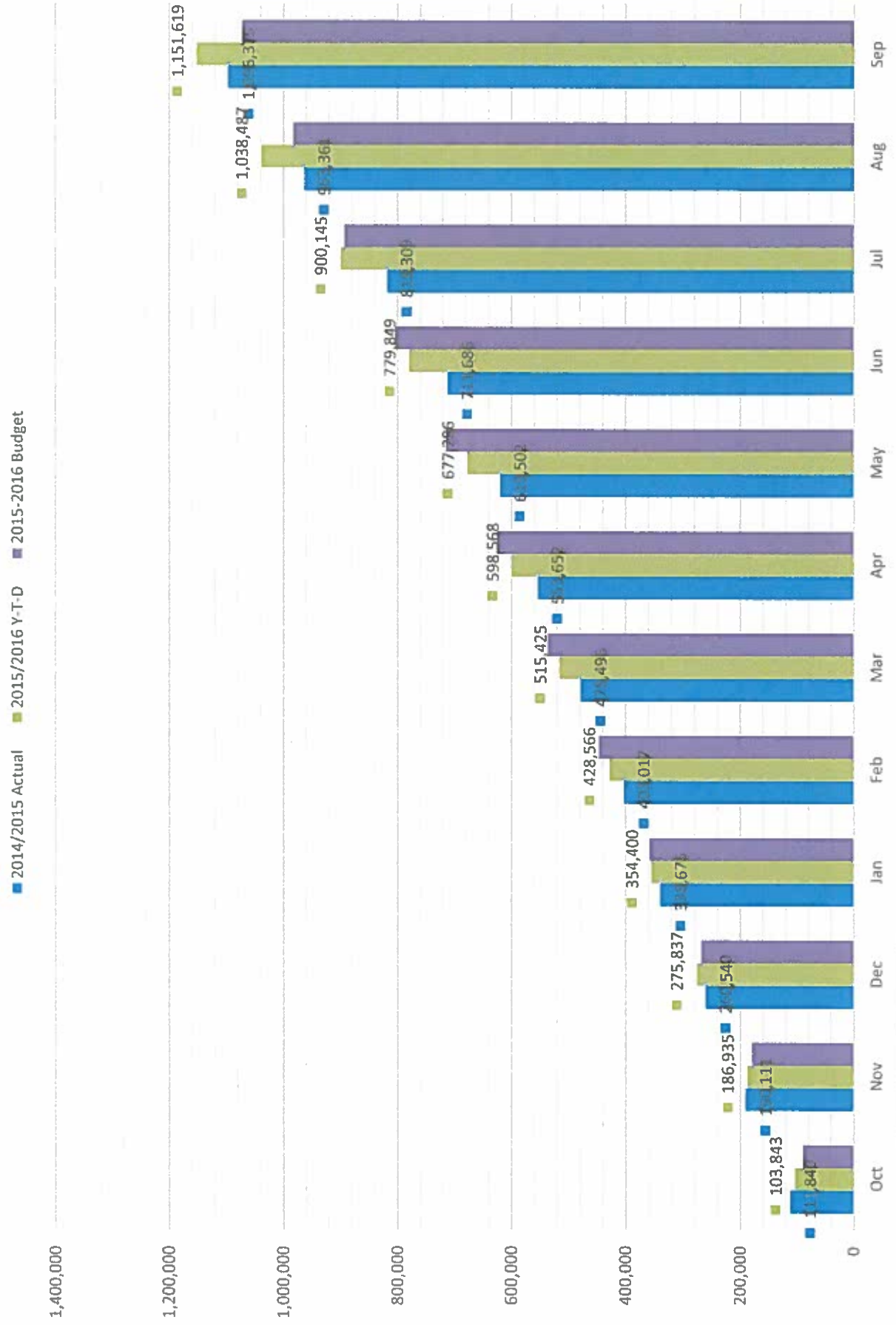
## 100-GENERAL FUND

% OF YEAR COMPLETED: 100.00

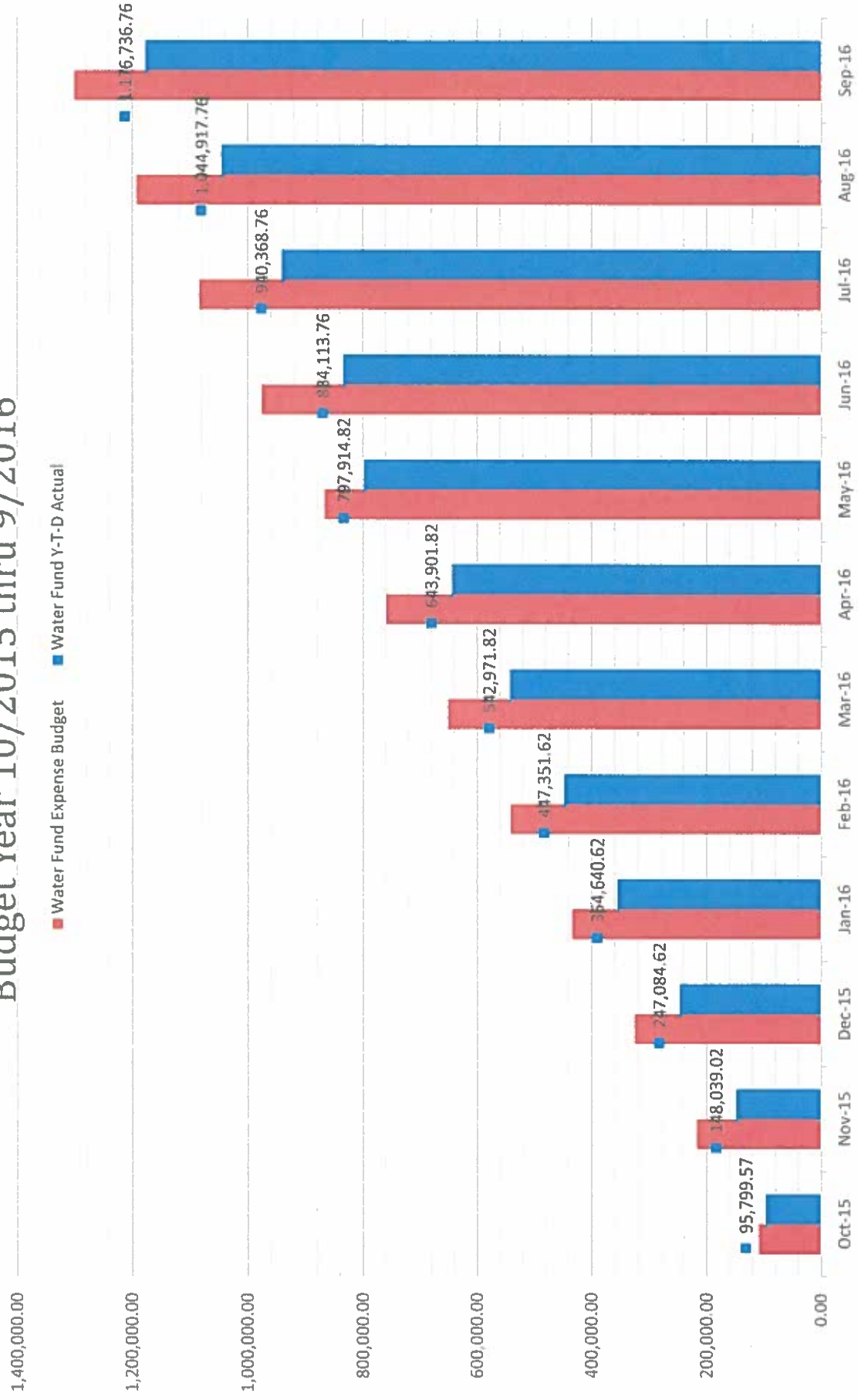
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	29,640.22	0.00 (	29,640.22)	0.00
100.00.5792.000 ADM. SUPPORT CHARGES	20,710	1,725.83	20,709.96	0.00	0.04	100.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	3,600.00	0.00	0.00	100.00
100.00.5794.000 CIVIC RENT	5,500	275.00	6,577.50	0.00 (	1,077.50)	119.59
100.00.5795.000 4B SALARY	61,591	0.00	61,591.00	0.00	0.00	100.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,000	0.00	23,000.00	0.00	0.00	100.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,516,727	115,746.66	1,516,726.92	0.00	0.08	100.00
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. FND. SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS. IN-PARK IMP. SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,393,295	234,289.01	3,294,834.49	0.00	98,460.51	97.10

TOTAL REVENUE	3,393,295	234,289.01	3,294,834.49	0.00	98,460.51	97.10
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# Water Revenue Comparison Chart



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





CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2016

PAGE: 1

700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,072,253	113,132.81	1,151,625.51	0.00 (	79,372.51)	107.40
TOTAL REVENUES	1,072,253	113,132.81	1,151,625.51	0.00 (	79,372.51)	107.40
<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						
PERSONNEL SERVICES	72,305	7,120.98	70,344.03	0.00	1,960.97	97.29
CONTRACTS & PROF. SVCS	700	0.00	32.14	0.00	667.86	4.59
MAINTENANCE	21,920	515.91	16,798.13	0.00	5,121.87	76.63
UTILITIES	6,240	921.44	6,561.63	0.00 (	321.63)	105.15
SUPPLIES	1,000	0.00	717.16	0.00	282.84	71.72
MISCELLANEOUS	10,500	857.71	13,378.45	0.00 (	2,878.45)	127.41
TOTAL 12-ADMINISTRATION	112,665	9,416.04	107,831.54	0.00	4,833.46	95.71
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	153.85	0.00 (	153.85)	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	153.85	0.00 (	153.85)	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	191,918	23,154.82	194,700.70	0.00 (	2,782.70)	101.45
CONTRACTS & PROF. SVCS	64,905	2,367.91	46,429.35	0.00	18,475.65	71.53
MISCELLANEOUS	114,500	17,168.07	58,207.70	0.00	56,292.30	50.84
MAINTENANCE	5,000	84.96	5,911.22	0.00 (	911.22)	118.22
UTILITIES	26,550	5,586.63	27,967.96	0.00 (	1,417.96)	105.34
SUPPLIES	649,897	63,876.11	605,837.99	0.00	44,059.01	93.22
MISCELLANEOUS	13,099	9.12	7,824.59	0.00	5,274.41	59.73
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	121,873.92	0.00	0.08	100.00
TOTAL 35-WATER DEPT.	1,187,743	122,403.78	1,068,753.43	0.00	118,989.57	89.98
TOTAL EXPENDITURES	1,300,408	131,819.82	1,176,738.82	0.00	123,669.18	90.49
REVENUE OVER/(UNDER) EXPENDITURES	(	228,155)	(	0.00 (	203,041.69)	11.01

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2016

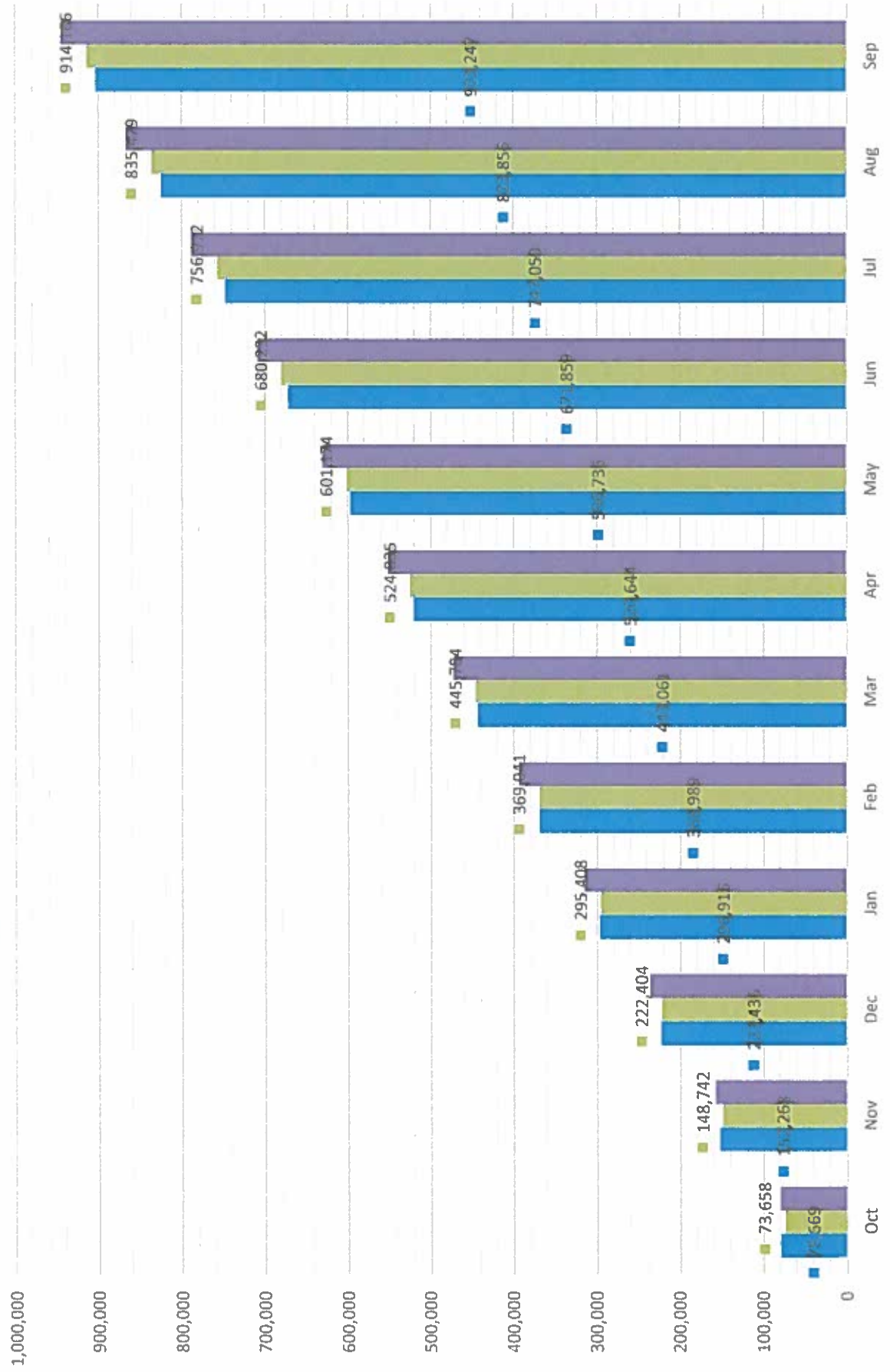
## 700-WATER FUND

% OF YEAR COMPLETED: 100.00

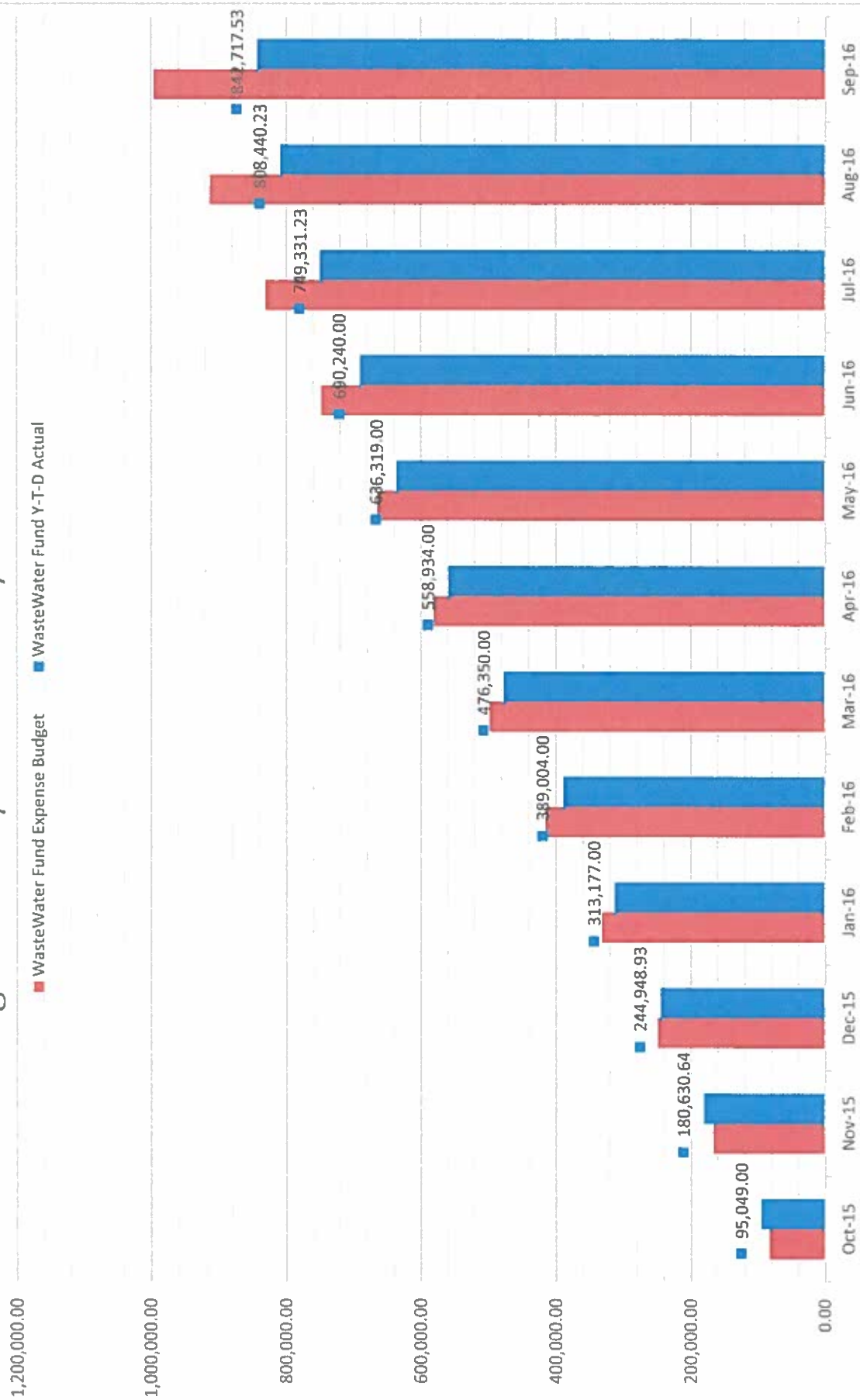
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	747.50	2,992.50	0.00	507.50	85.50
700.00.5744.000 PENALTIES	13,000	1,115.85	13,470.70	0.00	470.70	103.62
700.00.5745.000 AGREEMENTS AND CONTRACTS	123,000	10,840.14	136,535.98	0.00	13,535.98	111.00
700.00.5746.000 IMPACT FEE	0	0.00	4,195.00	0.00	4,195.00	0.00
700.00.5751.000 CITY WATER SALES	930,898	100,210.32	989,816.69	0.00	58,918.69	106.33
700.00.5753.000 WATER TAP FEES	0	0.00	2,400.00	0.00	2,400.00	0.00
700.00.5762.000 INTEREST EARNED	1,800	219.00	2,159.64	0.00	359.64	119.98
700.00.5767.000 OTHER REVENUE	55	0.00	55.00	0.00	0.00	100.00
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	1,072,253	113,132.81	1,151,625.51	0.00	79,372.51	107.40
TOTAL REVENUE	1,072,253	113,132.81	1,151,625.51	0.00	79,372.51	107.40

# City Sewer Sales Comparison Chart

■ 2014/2015-FY ■ 2015/2016 V-T-D Actual ■ Budget 2015/2016



# Wastewater Fund Expense Budget Year 10/2015 thru 9/2016



705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

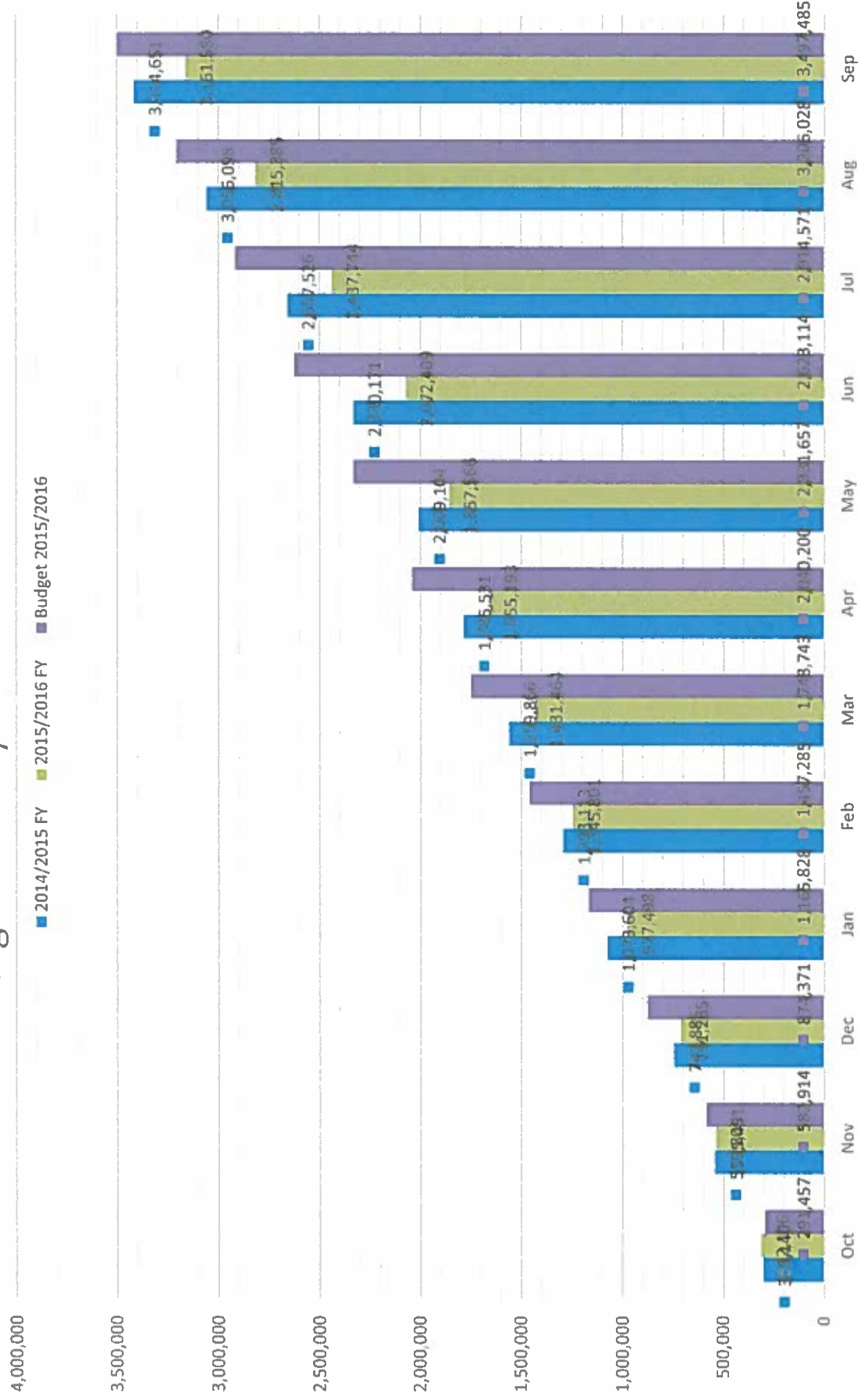
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	964,100	80,168.61	947,144.14	0.00	16,955.86	98.24
TOTAL REVENUES	964,100	80,168.61	947,144.14	0.00	16,955.86	98.24
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	24,375	1,885.29	17,419.25	0.00	6,955.75	71.46
TOTAL 12-ADMINISTRATION	24,375	1,885.29	17,419.25	0.00	6,955.75	71.46
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	136,341	5,175.60	92,163.27	0.00	44,177.73	67.60
CONTRACTS & PROF. SVCS	31,140	1,121.44	28,157.34	0.00	2,982.66	90.42
MISCELLANEOUS	62,349	545.31	47,552.05	0.00	14,796.95	76.27
MAINTENANCE	410,492	1,967.02	381,535.13	0.00	28,956.87	92.95
UTILITIES	13,375	1,139.39	11,340.40	0.00	2,034.60	84.79
SUPPLIES	5,680	1,378.25	7,705.68	0.00	2,025.68	135.66
MISCELLANEOUS	9,685	0.00	32.17	0.00	9,717.17	0.33
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	50,000	0.00	4,100.00	0.00	45,900.00	8.20
TRANSFERS	252,780	21,065.00	252,780.00	0.00	0.00	100.00
TOTAL 36-WASTEWATER SYSTEM	971,842	32,392.01	825,301.70	0.00	146,540.30	84.92
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	996,217	34,277.30	842,720.95	0.00	153,496.05	84.59
<u>REVENUE OVER/(UNDER) EXPENDITURES</u>						
REVENUE OVER/(UNDER) EXPENDITURES	( 32,117)	45,891.31	104,423.19	0.00	136,540.19	325.13

## 705-WASTEWATER

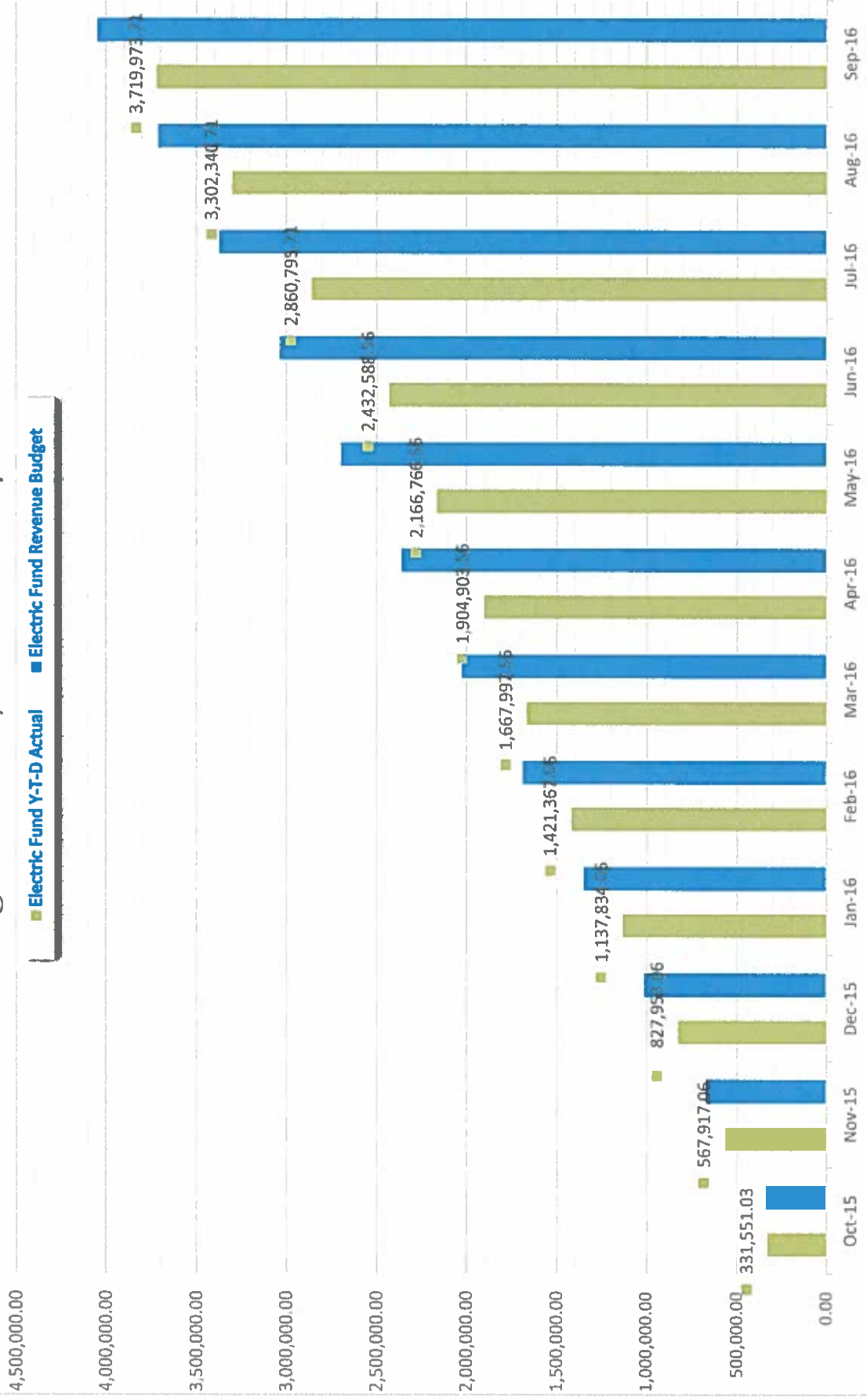
% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	944,970	78,687.88	914,171.40	0.00	30,798.60	96.74
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,880	1,244.97	16,384.50	0.00	495.50	97.06
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	13,364.00	0.00 (	13,364.00)	0.00
705.00.5753.000 SEWER TAP FEE	1,050	0.00	1,050.00	0.00 (	0.00	100.00
705.00.5762.000 INTEREST EARNED	1,200	235.76	2,174.24	0.00 (	974.24)	181.19
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	964,100	80,168.61	947,144.14	0.00	16,955.86	98.24
TOTAL REVENUE	964,100	80,168.61	947,144.14	0.00	16,955.86	98.24

# City Electric Sales Comparison Budget Year 10/2015 thru 09-2016

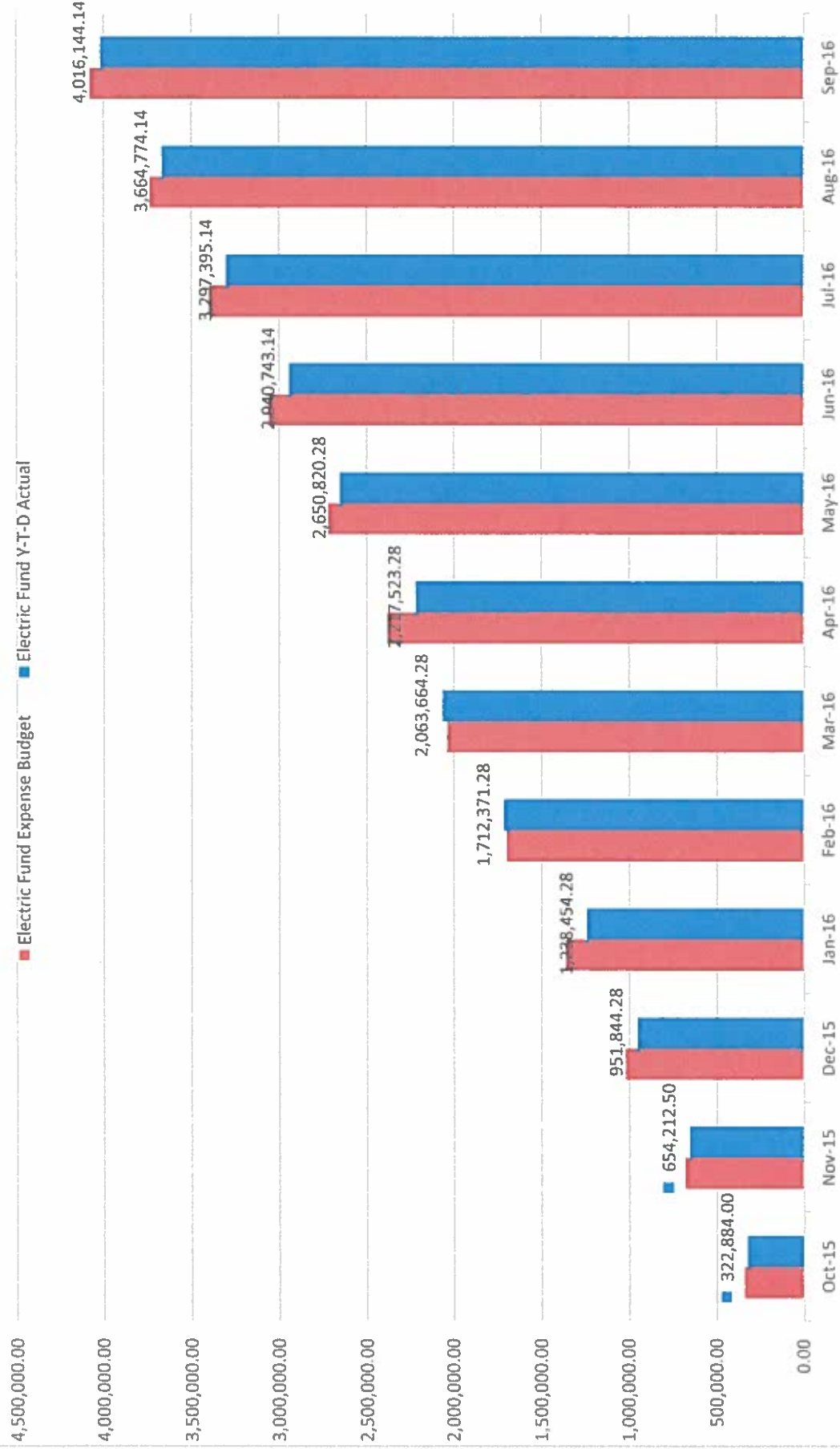


# Electric Fund Revenue Progress Budget Year 10/2015 thru 9/2016





# Electric Fund Expense Budget Year 10/2015 thru 9/2016



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2016

715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

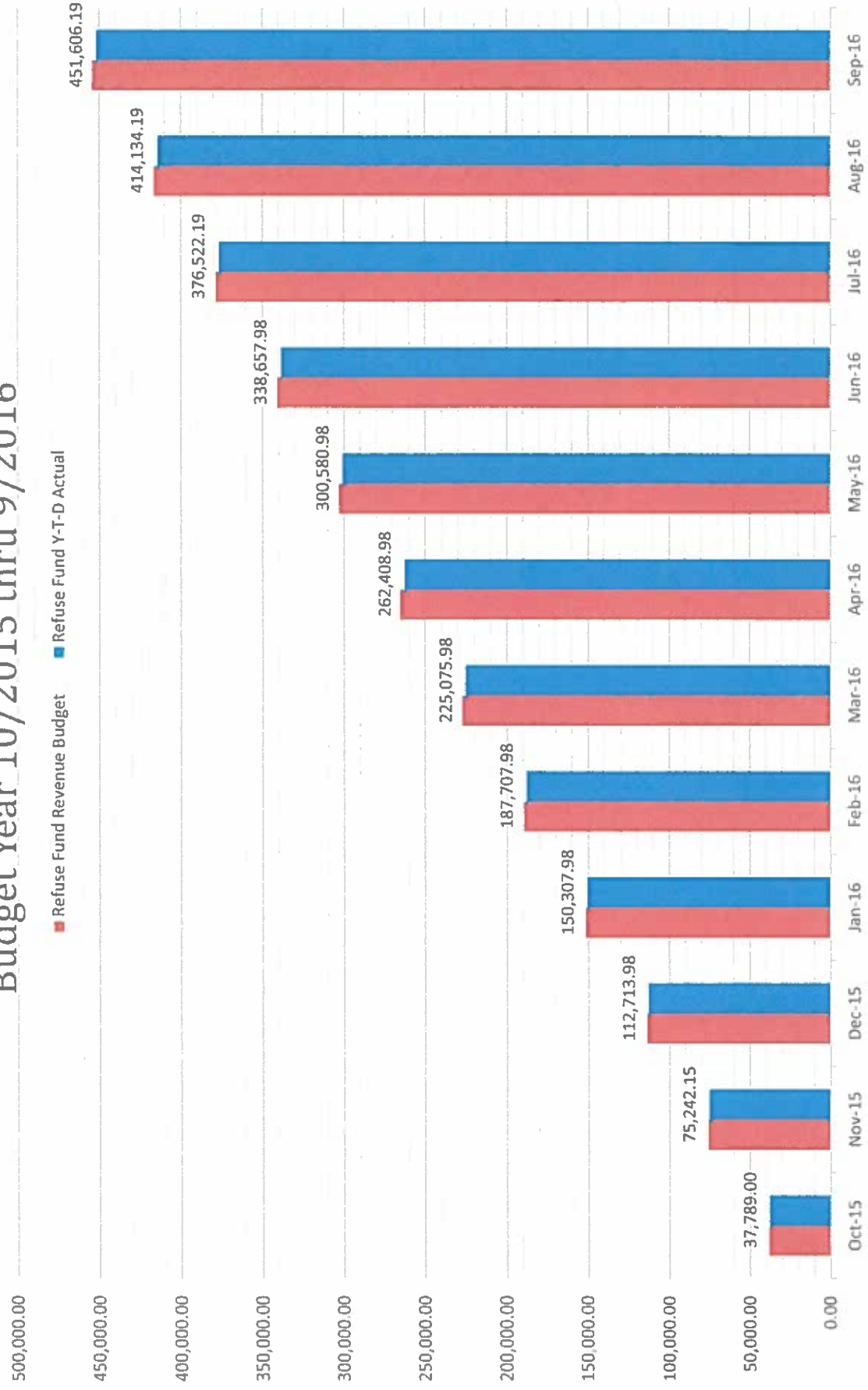
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,046,185	417,634.72	3,719,979.85	0.00	326,205.15	91.94
TOTAL REVENUES	4,046,185	417,634.72	3,719,979.85	0.00	326,205.15	91.94
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	52,255	6,026.53	53,094.59	0.00	839.59	101.61
TOTAL 12-ADMINISTRATION	52,255	6,026.53	53,094.59	0.00	839.59	101.61
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	454,256	44,106.28	447,765.25	0.00	6,490.75	98.57
CONTRACTS & PROF. SVCS	66,657	7,169.21	76,935.56	0.00	10,278.56	115.42
MISCELLANEOUS	125,000	4,079.52	109,236.49	48.66	15,714.85	87.43
MAINTENANCE	20,300	394.84	18,796.68	0.00	1,503.32	92.59
UTILITIES	10,510	1,860.98	11,931.72	0.00	1,421.72	113.53
SUPPLIES	2,031,632	208,564.07	2,002,645.08	0.00	28,986.92	98.57
MISCELLANEOUS	17,750	901.96	14,661.13	0.00	3,088.87	82.60
DEBT SERVICE	131,170	0.00	131,619.50	0.00	449.50	100.34
CAPITAL EXPENDITURES	225,886	0.00	211,142.11	16,760.00	2,016.11	100.89
TRANSFERS	939,206	78,267.16	939,205.92	0.00	0.08	100.00
TOTAL 37-ELECTRIC DEPT.	4,022,367	345,344.02	3,963,939.44	16,808.66	41,618.90	98.97
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	4,074,622	351,370.55	4,017,034.03	16,808.66	40,779.31	99.00
REVENUE OVER/(UNDER) EXPENDITURES	( 28,437)	66,264.17	297,054.18	16,808.66	285,425.84	1,103.71

## 715-ELECTRIC FUND

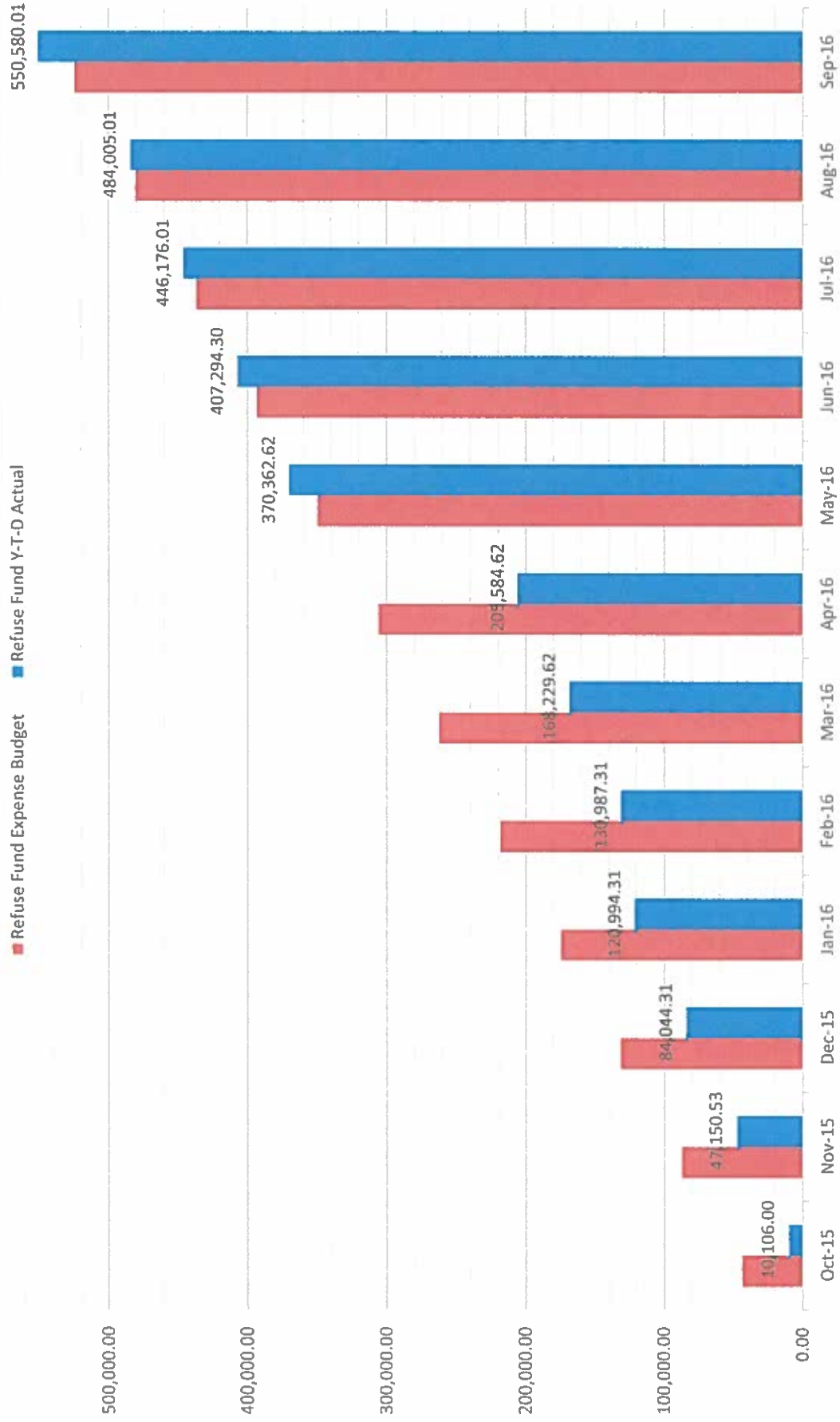
% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	6,500	767.50	9,552.50	0.00 (	3,052.50)	146.96
715.00.5744.000 PENALTIES	50,000	5,769.83	50,662.34	0.00 (	662.34)	101.32
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	20.67	0.00 (	20.67)	0.00
715.00.5751.000 ELECTRICITY SALES	3,497,485	346,195.23	3,161,584.39	0.00	335,900.61	90.40
715.00.5755.000 SURCHARGE	150,000	16,128.38	141,855.80	0.00	8,144.20	94.57
715.00.5757.000 PCA (POWER COST ADJ)	341,000	48,620.00	354,886.18	0.00 (	13,886.18)	104.07
715.00.5762.000 INTEREST	1,200	153.78	1,417.97	0.00 (	217.97)	118.16
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,046,185	417,634.72	3,719,979.85	0.00	326,205.15	91.94
TOTAL REVENUE	4,046,185	417,634.72	3,719,979.85	0.00	326,205.15	91.94

# 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: SEPTEMBER 30TH, 2016

720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	454,370	37,472.79	451,612.56	0.00	2,757.44	99.39
TOTAL REVENUES	454,370	37,472.79	451,612.56	0.00	2,757.44	99.39
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	319,055	60,116.70	345,355.42	0.00 (	26,300.42)	108.24
MISCELLANEOUS	202,867	6,258.33	202,866.96	0.00	0.04	100.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	2,400.00	0.00	0.00	100.00
MISCELLANEOUS	0	0.00 (	40.44)	0.00	40.44	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	524,322	66,575.03	550,581.94	0.00 (	26,259.94)	105.01
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	524,322	66,575.03	550,581.94	0.00 (	26,259.94)	105.01
REVENUE OVER/(UNDER) EXPENDITURES	( 69,952) (	29,102.24) (	98,969.38)	0.00	29,017.38	141.48

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2016

## 720-REFUSE FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	499.33	6,167.53	0.00	1,332.47	82.23
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	258,696	21,350.58	256,646.44	0.00	2,049.56	99.21
720.00.5752.000 COMMERCIAL TRASH COLLECT	187,444	15,605.03	187,964.23	0.00	520.23	100.28
720.00.5755.000 RECYCLE	215	17.85	212.45	0.00	2.55	98.81
720.00.5762.000 INTEREST EARNED	220	0.00	186.91	0.00	33.09	84.96
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	295	0.00	435.00	0.00	140.00	147.46
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	454,370	37,472.79	451,612.56	0.00	2,757.44	99.39
TOTAL REVENUE	454,370	37,472.79	451,612.56	0.00	2,757.44	99.39

#### **IV. Informational Items**



Agenda Section	Informational Items
Section Number	IV.A
Subject	City Manager's Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Not applicable, verbal report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	IV.B
Subject	Main Street Board Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Main Street Board Minutes from August 16, 2016
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**Farmersville Main Street Board Minutes  
August 16, 2016 City Hall**

The meeting was brought to order at 5:00 PM by Vice President Randy Rice. Present were board members Glenda Hart, Randy Rice, Kim Potter, and 4B representative Donna Williams. Also present were Main Street Manager Adah Leah Wolf, City Manager Ben White, Mayor Diane Piwko, and Councilman Leaca Caspari.

**Consider for approval July 19, 2016 Meeting Minutes:**

There was no discussion regarding the July 19, 2016 meeting minutes; the minutes were approved as presented.

**Consider for approval July 2016 Financial Statement:**

There was no discussion regarding the July 2016 financial statement; the statement was approved as presented.

**Main Street Manager Monthly Update:**

Adah Leah Wolf presented a written monthly report for July, and highlighted the following: Summer Main Street Professional Development sessions in Rockwall were attended by the manager as well as Randy Rice and Donna Williams. The sessions were excellent. New this year is the "Town Square Initiative" program which will create a statewide searchable data base to assist researchers and people looking for historic properties to purchase, and the addition of a Main Street staff person, who is a Small Business Development Specialist. Debbie Ranspot continues to provide administrative assistance as well as assistance in promoting the Farmers & Fleas Market. The Farmersville Heritage Museum is working with AFI on the design and construction of interior display fixtures. Information was provided to the LDS church to assist with their "Pioneer Day" program. Jonathan Hoar completed his Eagle Scout project which was to improve the landing area around the slide at City Park. The fence along the East side of the Chaparral Trail between the Trailhead and College Street has been replaced, funded by the Community Development Corporation. A public information meeting was presented by Texas Historical Commission staff members on July 20. They fielded questions, and explained that the National Register District application is complete and goes to the State Board of Review in September. From there it goes to the National Park Service for final approval. Misty Dixon has leased 120 Main Street for a boutique, "The Hay Loft." Matt and Lisa Crowder have completed the renovations on 119 S. Main Street and will be opening "Simplexity." The Porter Auto building was viewed and contains many boxes of storage files. The downtown merchants will meet at RE/MAX and 107 McKinney Street on Thursday morning at 9 am.

The Main Street reinvestment statistics graph was presented for comparison, completed at the end of the second quarter of this year. The current reinvestment total is over \$13,677,529. Before and after photos of the Crowder building (119 S. Main Street) were presented to show the completed façade renovations. Also shown

were before and after photos of the Onion Shed, taken before its renovation in 2003 and again recently.

**Review of Work Plan and Mission Statement**

The board reviewed the current vision statement and mission statement. Adah Leah suggested the addition of items that are unique to Farmersville in this section, such as the Chaparral Trail trailhead, brick streets, etc. Work plan objectives are grouped by the four areas of Main Street. Adah Leah recommended using the "refresh" strategy to add a few important "transformational strategies" (the "why" behind the various objectives.) Board members were asked to review the information and be prepared to discuss at the upcoming workshop in September.

**Discussion of placing items on future agendas:**

The board will have a planning workshop during their next agenda. The next meeting will be September 20.

**Adjournment:** With no further business to discuss, the meeting was adjourned by Randy Rice at 5:42 PM.

Anne Hall

\_\_\_\_\_

Agenda Section	Informational Items
Section Number	IV.C
Subject	Main Street Reports
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Main Street Reports August 2016 and September 2016
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Main Street Monthly Report  
August 2016  
Reported by Adah Leah Wolf,  
Main Street Program Manager



**ORGANIZATION/ADMINISTRATION:**

3,10,17,24	City staff meetings attended
4,12	Administrative assistance provided by Debbie Ranspot.
8	Farmersville Community Development Corp. Board meeting: meeting and materials preparation and organization. FY 2017 budget is set.
9, 23	Attended City Council meetings.
10	Farmersville Heritage Museum board meets at Advanced Fixtures to discuss their donation of fixtures for displays.
	Numerous City website updates
16	Main Street Board meeting. Began review of work plan
26	Attended main Street Capital Fund Grant Webinar

**PROMOTION:**

6	Farmers & Fleas Market. Celebrating our 12 <sup>th</sup> year!
4	E Newsletter sent to friends of downtown
11	Special E news sent regarding Yarn Crawl coming to town
17	E newsletter sent to downtown business owners and building owners
26	Farmers & Fleas ads placed, press releases sent for September Market
27	Provided goody bag information for annual Bugtussle Classic Car Trekkers
	Feature listing about the Farmers & Fleas Market in <i>The Senior Voice</i>
	Updates made to Downtown Shopping Guide

**DESIGN:**

	Cleanup has begun on the burned properties on South Main Street.
	Crowder Building renovations complete! (119 S. Main Street). A façade grant was obtained from Farmersville Economic Development Corporation.
	Potter Building is undergoing interior renovations after damage from the next door fire in May. An interior well was located, and will made into a visitor feature.
	Old Feagin's Supermarket (10,000 sq ft) is getting a new roof
	State Main Street office provided design advice on interior well and interior AC ducting.

**ECONOMIC RESTRUCTURING:**

	Simplexity store will open in September!
	The Hay Loft store will open in September! Owner is Misty Dixon.
	Revised downtown space for sale or lease flier
18	Monthly Downtown Merchants get-together held, hosted by ReMax.

Approximate number of volunteer hours this month: 70



Main Street Monthly Report  
September 2016  
Reported by Adah Leah Wolf,  
Main Street Program Manager



**ORGANIZATION/ADMINISTRATION:**

14, 21, 28	City staff meetings attended
3, 21	Administrative assistance provided by Debbie Ranspot.
	Farmersville Community Development Corp. Board did not meet this month
13, 27	Attended City Council meetings.
13	Attended Texas Capital Fund Grant public hearing
15	Farmersville Heritage Museum board meets. Plans for updated brochure for Old Time Saturday and PowerPoint for upcoming presentation
	Numerous City website updates
	Main Street Board did not meet this month
6-9	Vacation leave taken

**PROMOTION:**

3	Farmers & Fleas Market. Cowboy wood fired pizza makes its debut appearance and does well. COP program assists, and sells T-shirts as fundraiser. Updates made to Facebook page
14	E Newsletter sent to friends of downtown
	Ordered revised Audie Murphy Day postcards to be included in Chamber goody bags for bike ride and other events.
29	E newsletter sent to downtown business owners and building owners
	The map of downtown buildings was revised and is an excellent reference tool
20	The Police and Fire Departments held National Night Out at the Onion Shed.
	Updates made to Downtown Shopping Guide

**DESIGN:**

	The burned buildings on South Main Street have been demolished.
	The 116 year old tin roof on the First Baptist Church is being replaced with a similar one, using custom made shingles to match the original ones.
	Potter Building is undergoing interior renovations after damage from the next door fire in May. Photos are being taken to document the progress
	Old Feagin's Supermarket (10,000 sq ft) is getting a new roof
17	The Texas Historical Commission State Board of Review approved Farmersville's proposed Commercial Historic District nomination, at their board meeting held in Alpine. The Mayor was in attendance. The THC will next submit it to the National Park Service, which has 45 days to approve it.

**ECONOMIC RESTRUCTURING:**

	Simplexity store has opened this month, at 119 S. Main. Owners are Lisa and Matt Crowder.
	The Hay Loft store has opened this month at 120 McKinney Street. Owner is Misty Dixon.
	Juan Bautista has leased the building at 201 McKinney Street for a Mexican imports retail store
	Welcome notebook for new downtown business owners has been revised
	The Old Candy Kitchen is for sale. It has 8,000 square feet and a 1,000 square feet patio
	Revised downtown space for sale or lease flier
15	Monthly Downtown Merchants get-together held, hosted by Simplexity
22	Chamber morning networking attended at Lexington Lodge

Approximate number of volunteer hours this month: 65

Agenda Section	Informational Items
Section Number	IV.D
Subject	Building and Property Standards Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Building and Property Standards Minutes from 22 Sep 2016
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>





**CITY OF FARMERSVILLE  
BUILDING & PROPERTY STANDARDS COMMISSION**

**MINUTES for  
September 22, 2016, 6:00 P.M.**

**I. PRELIMINARY MATTERS**

- Chris Calverley called the meeting to order at 6:00 pm. Commissioners Diane Jackson, Tiffany Hesse, and Chris Calverley were present. Anne Hall and Frank Delorantis were not in attendance. Chris Calverley led the prayer and the pledges to the flags of the United States and Texas.

**II. CONSENT AGENDA**

- A. Minutes from the Building & Property Standards Commission Meeting on August 25, 2016
- Motion to approve the minutes was made by Diane Jackson
  - 2<sup>nd</sup> to approve was made by Tiffany Hesse
  - All commissioners were in favor thereby approving the minutes

**III. PUBLIC HEARING**

- A. Public hearing to consider, discuss, and act upon violations at 214 Woodard Street, Subdivision: Woodard, Blk 5, Lot 2b, 2a, 1d
- The property owner was present, but had nothing to say.
  - Code Enforcement Officer, Karen Dixon, told the Commission that she had reviewed that case, and stated that it needs to be torn down.
  - Mr. Thomas, c/o of property, stated he knew it was falling down and was trying to sell the property, not the house, and had a few buyers but it fell through because Medicaid had a lien on it. Mr. Thomas stated he was trying to obtain a lawyer but it was too expensive.
  - Chris Calverley stated that his main concern was the safety aspect, and asked Attorney Alan if having a lien affects anything regarding what they have ordered.
  - City attorney Alan Lathrom stated that they must confirm that there in fact is a lien and properly notify the lienholder about meetings, but that it has no impact on the authority of the Building and Property Standards Commission. He stated that

they must confirm if there is a recorded lien on file with Collin County or if Medicaid is just stating they have a lien. Mr. Thomas stated that he believes Medicaid is just stating that they have one. Attorney Alan suggested that situation be put on hold and readdress.

- Chris Calverley asked if they can make it a motion to secure the home, to which Alan agreed. Alan also stated that a “no trespassing” sign be put up. Ms. Thomas asked Alan if they could put up some yellow tape, to which he agreed and stated that it was a great idea.
- Public hearing was closed at 6:18pm

#### **IV. ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

##### **A. Consider, discuss, and act upon violations at 309 Murchison Street**

- City Secretary stated that it has been purchased and is making progress.
- Future meeting will be scheduled regarding the issue.
- No motion, no action

##### **B. Consider, discuss, and act upon violations at PR 100 #15**

- Karen Dixon stated that this property has been closed out
- No motion, no action

##### **C. Consider, discuss, and act upon violations at 140, 148, 150 South Main Street**

- Karen Dixon stated that they have cleaned up debris, but #5 has not fulfilled order on the slab/foundation. She stated that she does not believe Mr. Wallace will get property inspected because he stated that he does not plan to build on it. She urged commission to send another order issuing inspection of slab/foundation.
- Chris Calverley stated that he does not think it is an actual pit, but more of a drop-off. He suggested that the commission make a motion to have the foundation evaluated and possibly put a railing near drop-off.
- Motion to have foundation inspected to determine if foundation is salvageable was made by Chris Calverley
- 2<sup>nd</sup> to approve motion was made by Diane Jackson
- All Commissioners were in favor thereby approving motion
- Alan Lathrom asked if there was any reason to have a fence surround it to which Karen replied no. He then asked if there is a pit in the back, and Chris Calverley stated that after it was cleaned, there was no pit.

#### **V. ADJOURNMENT**

- The meeting was adjourned at 6:30 p.m.

APPROVE:

\_\_\_\_\_  
Chris Calverley, Secretary

ATTEST:

\_\_\_\_\_  
Paula Jackson, Staff Liaison

## **V. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	V.A
Subject	Consider, discuss, and act upon a Interlocal Agreement between Collin County and the City of Farmersville to enter into an Agreement for the Project Funding Assistance Program to JW Spain Athletic Complex – Parking Lot and ADA Site Safety Improvements
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Interlocal Agreement between Collin County and the City of Farmersville to enter into an Agreement for the Project Funding Assistance Program for the JW Spain Athletic Complex
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Consider attached agreement</li> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Provide staff direction for future action</li> </ul>



## COLLIN COUNTY

Special Projects  
4690 Community Avenue  
Suite 200  
McKinney, Texas 75071  
972-548-3744  
[www.collincountytx.gov](http://www.collincountytx.gov)

September 27, 2016

City of Farmersville  
Mary Tate, City Secretary  
205 South Main Street  
Farmersville, Texas 75442

RE: Collin County Project Funding Assistance Program

The Collin County Parks Foundation Advisory Board completed review of applications and provided funding recommendations, which were approved by Commissioners Court on September 26, 2016.

On behalf of Commissioners Court, the Advisory Board is pleased to inform you that the **JW Spain Athletic Complex – Parking Lot and ADA Site Safety Improvements** project was awarded \$50,000 in funding.

Enclosed are four (4) originals of the Interlocal Agreement for execution. **Please leave signature tags affixed and return all signed originals to Teresa Nelson at the above address.** Upon execution by the Collin County Commissioners Court an original will be returned for your file. The project must not commence until both parties have executed this Agreement.

The 2007 Parks and Open Space Bond, 7th Series, will provide funding assistance to twelve (12) applicants for a total of \$2,636,018.

If you have any questions you may contact Teresa Nelson (972) 548-3744.

Best regards,

*Stephen Kallas*

Chairperson  
Parks Foundation Advisory Board

Enclosure

**INTERLOCAL AGREEMENT  
BETWEEN  
COLLIN COUNTY  
AND THE  
CITY OF FARMERSVILLE**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Farmersville ("City") desire to enter into an Agreement concerning improvements to J.W. Spain Athletic Complex in the City of Farmersville, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

**WHEREAS**, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

**WHEREAS**, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange for improvements to J.W. Spain Athletic Complex, hereinafter called the "Project".

**ARTICLE II.**

The City shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The City shall provide the county with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the City. Changes to the Project which alter the initial funding set forth in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

**ARTICLE III.**

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

#### ARTICLE IV.

The City estimates the total actual cost of the Project to be \$400,983.00. The County agrees to fund a portion of the total cost to construct improvements described in Exhibit "A" in an amount not to exceed **\$50,000.00**. The County shall reimburse the City for invoices paid by the City for costs related to items described in Exhibit "A" on a dollar for dollar matching basis. Should the City receive funding or reimbursement from third party sources for items described in Exhibit "A", then the County's matching obligations shall be calculated so as to exclude such third-party funding amounts. Alternative payment schedules would require Commissioners Court approval.

#### ARTICLE V.

Collin County's dollar for dollar matching participation in this project shall not exceed \$50,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

#### ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

#### ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### ARTICLE VIII.

**INDEMNIFICATION.** To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.



#### ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

#### ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

#### ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

#### ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

#### ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_  
Executed on this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. \_\_\_\_\_.  
County Bond Project 07PG87

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF FARMERSVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Executed on behalf of the City of  
Farmersville pursuant to City  
Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ Parking lot construction

**Total funding**

**\$50,000.00**

### Contact Information

Request for reimbursement submitted to:

Collin County Special Projects  
Teresa Nelson  
4690 Community Avenue, Suite 200  
McKinney, Texas 75071  
972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson  
[tnelson@collincountytexas.gov](mailto:tnelson@collincountytexas.gov)

**Project Manager Contact:** (must be able to answer specific questions regarding project)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Agenda Section	Regular Agenda
Section Number	V.B
Subject	Consider, discuss, and act upon Planning and Zoning Board replacement.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Replacement for the Planning and Zoning Board
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Consider attached agreement</li> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Provide staff direction for future action</li> </ul>

**Applicants for the following Commission**

**Planning & Zoning Commission: We have two eligible applications.**

- 1. Paul Kelly**
- 2. Todd Rolen**

# Application

Please return your application to City Hall

## City of Farmersville

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Paul D. Kelly Home Phone: N/A  
Home Address: 311 West Hwy ST Work Phone: 972-485-6576  
Cell Phone: 972-816-1643  
Mailing Address: \_\_\_\_\_ Email Address: PKelly@apptexas.org

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 56 yrs

Are you a registered voter? Please circle: Yes or No

Are you in the Farmersville Independent School District? Please circle: Yes or No

Occupation: Maintenance Dept Planner Employer: City of Garland

State details of previous experience on any City Boards or Commissions (in any City):

Number of years experience ON PDZ, 4B, City Council  
Building & Property

List memberships in any civic organizations:

#### In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

_____	Building and Property Standards Commission
_____	Farmersville Community Development Corporation Board (4B)
<u>1st</u>	Farmersville Economic Development Corporation Board (4A)
_____	Library / Civic Center Board
_____	Main Street Board
_____	Parks and Recreation Board
<u>2nd</u>	Planning and Zoning Commission
_____	Senior Citizens Advisory Committee

Signature: Paul D. Kelly Date: 9-29-16

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.  
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

# Application

Please return your application to City Hall

## City of Farmersville

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Todd Rolen Home Phone 972 998 0305  
Home Address: 603 Waterford Ct Work Phone None  
Cell Phone 972 998 0305  
Mailing Address: Same Email Address: toddrolen@sbcglobal.net  
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 26 yrs  
Are you a registered voter? Please circle: Yes or No  
Are you in the Farmersville Independent School District? Please circle: Yes or No  
Occupation: Maintenance Employer: Heubach Corp.  
State details of previous experience on any City Boards or Commissions (in any City):  
Parks & Rec. / Planning Zoning

List memberships in any civic organizations:

4H, FFA, Church

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

<u>8</u>	Building and Property Standards Commission
<u>8</u>	Farmersville Community Development Corporation Board (4B)
<u>8</u>	Farmersville Economic Development Corporation Board (4A)
<u>8</u>	Library / Civic Center Board
<u>8</u>	Main Street Board
<u>8</u>	Parks and Recreation Board
<u>1</u>	Planning and Zoning Commission
<u>8</u>	Senior Citizens Advisory Committee

Signature

Date

10-6-16

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.  
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Agenda Section	Regular Agenda
Section Number	V.C
Subject	Consider, discuss, and act upon Collin County ILA for the Facility Construction and Use of an Animal Shelter in Collin County.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Provide staff direction for future action</li> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>





## Contract Amendment Ten (10)

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

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

Effective Date 10/1/2016  
Contract No. 10103-09  
Contract Interlocal Agreement for the Facility  
Construction and Use of an Animal Shelter  
in Collin County

Awarded by Court Order No.:			2006-891-09-26
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2007-1009-11-13</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2008-887-10-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2009-585-08-10</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2010-834-10-11</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2011-686-09-19</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2013-013-01-07</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2013-963-11-18</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2014-993-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	<u>2016-020-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No.	

### YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2016, continuing through and including September 30, 2017 at the below rate:

Total amount for fiscal year 2017: \$ 6,857.00

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:

RECEIVED  
PURCHASING AGENT

06 NOV 20 PM 1:25

**FIRST AMENDED INTERLOCAL AGREEMENT  
FOR THE FACILITY CONSTRUCTION AND USE OF  
AN ANIMAL SHELTER IN COLLIN COUNTY**

This First Amended Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County ("Agreement") is entered into between the parties, Collin County, the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the City of Prosper (sometimes hereinafter collectively referred to as "Parties" or individually referred to as "Party") through their duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all Parties hereto ("Effective Date"). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the animal shelter in Collin County.

**RECITALS**

- WHEREAS, Collin County ("County"), the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the City of Prosper (sometimes hereinafter collectively referred to as "Cities" or individually referred to as "City") have identified a need to construct and operate an animal shelter in the County for their mutual benefit; and
- WHEREAS, the Parties desire to cooperate in designing, constructing, operating and maintaining an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and
- WHEREAS, the Parties have agreed to cooperate in the financing of the construction, maintenance and operation of an animal shelter; and
- WHEREAS, the Parties have each adopted a resolution supporting the creation of an animal shelter in Collin County to assist in the sheltering and care of the Parties' homeless domestic animals; and
- WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and

WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**TERMS:**

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
  - (a) **Agreement**—this Agreement together with all attachments and schedules appended hereto.
  - (b) **Cities**—the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the City of Prosper.
  - (c) **County**—Collin County, Texas.
  - (d) **Contract Documents**—the drawings and specifications prepared by the County's architect and engineer for the construction of the Shelter.

- (e) ***Design and Construction Account***—the account containing funding for the design and construction of the Shelter. The funds in this account shall be used solely for design, construction and certification of the Shelter and not for operations and/or maintenance or related activities.
- (f) ***Operating Committee***—the joint advisory committee comprised of permanent and rotating members as more fully described in Section 9.02 of this Agreement.
- (g) ***Quarterly Payment***—Payments made to the County by each Party on a quarterly basis, comprised of: (1) the Party's payment for the rent and use of the Shelter ("Rental Payments"); and (2) the Party's payment for the operation and maintenance of the Shelter ("Maintenance and Operation Payments").
- (h) ***Shelter***—The animal shelter facility, including all buildings and structures located on the Shelter Site, utilized for purposes of housing and/or treating animals on behalf of the Parties.
- (i) ***Shelter Construction Account***—the depository account established and maintained by the County for the purpose of holding funds for the design, construction, furnishing and certification of the Shelter.
- (j) ***Shelter Construction Budget***—the document attached hereto as "Exhibit A", setting forth the proposed budget for all design and construction services, materials, fees and expenses to be incurred in connection with the design, construction, and certification of the Shelter.
- (k) ***Shelter Operations Budget***—the document attached hereto as "Exhibit B", setting forth the annual proposed budget for the operation of the Shelter once it is placed into operation.
- (l) ***Shelter Operating Account***—the depository account established and maintained by the County for the purpose of holding funds for the operation and maintenance of the Shelter following completion of construction.
- (m) ***Shelter Operating Expenses***—the actual expenses for services necessary for conducting programs or services at the Shelter, such as building system services, utilities, animal services, custodial services, upkeep of the grounds, maintenance, security and those items enumerated in Paragraph 9.10.3 of this Agreement.

- (n) ***Shelter Services***—the scope of services to be provided at the Shelter, as further described and shown on the attached “Exhibit C”.
  - (o) ***Shelter Site***—that tract of land provided by the County upon which the Shelter is to be constructed, as further described and shown on the attached “Exhibit D”.
  - (p) ***Utilities***—services provided by a public utility, including water, sanitary sewer, electric and gas. Other services such as telephone, cable television and other communications services are specifically excluded.
2. **Parties.** The Parties to this Agreement (“Parties”) are Collin County, the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the City of Prosper.
3. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
4. **Initial Term/Renewal Term.**
- 4.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years, unless terminated earlier as provided in this Agreement or by law.
  - 4.02 **Automatic Renewal Term(s).** Unless terminated in accordance with this Agreement or by law or modified because of additional construction, this Agreement will automatically renew for a term following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the renewal term shall be for a period of (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties, and shall continue from year to year until such time as the Parties explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal one-hundred eighty days (180) prior to the automatic renewal date.

5. **Shelter Site Plan/Utilization of Real Property.**

5.01' **Shelter Site.** The parties have identified County-owned property ("Shelter Site") on which to locate the Shelter. The County will allow the Shelter Site to be used for construction and operation of the Shelter without reimbursement from the Cities for such use. The County will retain its title and ownership in the Shelter Site during the term of this Agreement and following termination. No other party, person and/or entity shall have any legal rights, title or interest in the Shelter Site.

5.02 **Site Plan.** A master plan of the Shelter Site is attached as "Exhibit D" and incorporated herein. It is contemplated by the Parties that the Shelter will be located on the Shelter Site.

6. **Shelter Budget/Shelter Account.**

6.01 **Shelter Construction Budget.** The costs of design and construction of the Shelter will be derived from the Shelter Construction Budget. The Parties adopt the "Shelter Construction Budget" attached hereto as "Exhibit A" as inclusive of all services, materials, fees and expenses to be incurred in connection with the design, construction, and certification of the Shelter. The Parties agree that the Shelter Construction Budget is reasonable and necessary to effect the design, construction, and certification of the Shelter. Costs and/or expenses not related to the design and/or construction of the Shelter (e.g. operations and maintenance expenses, furnishings, special equipment) and not included in the Shelter Construction Budget shall be borne by the party incurring the cost or expense, and shall not be chargeable to the Shelter Construction Budget. The Operating Committee shall make recommendations to the Parties' respective governing boards regarding any modifications and/or amendments to the Shelter Construction Budget which are determined to be necessary and in the Parties' mutual interest. All modifications and/or amendments to the Shelter Construction Budget shall be effective upon approval in writing by the Parties. Any modification and/or amendment to the Shelter Construction Budget shall be null and void, absent evidence of the Parties' written approval of such modification and/or an amendment.

6.02 **Design and Construction Funding by the County.** The County, at its sole expense, agrees to provide start-up funding, including funds for legal and ancillary expenses, in an amount not to exceed TWO MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) to be used for the design, construction and

certification of the Shelter, and the start-up funds shall be included in the Shelter Construction Budget. The Shelter Construction Budget is attached hereto as "Exhibit A". The Parties agree that the County will receive partial repayment for the start-up funds contributed for the design and construction of the Shelter through Rental Payments as described in section 9.10.1 of this Agreement. The County warrants that it has appropriated and committed funds in the amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,750,000.00) as start-up funds for the Shelter Construction Budget to be used for design, construction and certification of the Shelter. The start-up funds will be deposited in the Design and Construction Account and shall be used solely for the design, construction and certification of the Shelter. Such funds shall be kept and maintained separately from the operating and maintenance funds set aside for the operation and maintenance of the Shelter. It is anticipated that the start-up funds provided by the County shall be sufficient to cover the costs of the design, construction and certification of the Shelter. Following completion of construction and certification of the Shelter by applicable authorities, any remaining funds contained in the Shelter Construction Budget shall be returned to the County, or if other parties have contributed to the Shelter Construction Budget, then to such parties on a pro-rated basis, based upon their original contributions to the Shelter Construction Budget.

7. **Shelter Design.**

7.01 **The Shelter Architect/Engineer.** The County agrees to engage a professional architect/engineer to design Shelter construction documents. Although the County shall retain the architect/engineer, the Parties agree that the Operating Committee shall serve as a consultant in an advisory capacity to the architect/engineer in all matters involving the design, development or construction of the Shelter. The County shall be responsible for the payment of the professional fees and expenses of the architect/engineer, and such fees and expenses shall be paid from the Design and Construction Account. Shelter design and contract documents shall be prepared by the County's architect/engineer and shared with the members of the Operating Committee for recommendations and comment prior to commencement of construction.

7.02 **Shelter Design and Contract Document Modifications.** The County may unilaterally make modifications to the Shelter design and contract documents, including approval of written change orders, if the changes: (1) do not cumulatively

result in an increase in the Shelter Construction Budget by more than 3% of the guaranteed maximum construction price; or (2) do not have a substantial and adverse impact on cost efficiencies for the Shelter. If the cumulative total of the proposed changes are greater than 3% of the guaranteed maximum construction price, or if any proposed change has a substantial and adverse impact on cost efficiencies for the Shelter, consent by a majority of the members of the Operating Committee will be required, which approval shall not be unreasonably withheld. Copies of documents memorializing changes in the design and contract documents shall be circulated by the County to the members of the Operating Committee. A copy of the Shelter's proposed building design is attached hereto as Exhibit F.

8. **Construction.**

8.01 **Fixed Construction Budget.** The Parties agree to adopt a construction budget and schedule. The County agrees to engage a construction manager "at risk" to construct the Shelter in accordance with the contract documents approved by the Parties. The County shall use reasonable efforts to diligently prosecute completion of the Shelter and shall endeavor to complete the Shelter within the fixed construction budget and on schedule. To ensure that costs of the Shelter will not exceed the construction budget, the County will utilize the construction manager "at risk" method of construction. The County will work to make construction of the Shelter as cost effective as possible. In soliciting proposals for construction of the Shelter, the County shall comply with all applicable procurement laws and/or regulations.

8.02 **Construction.** The County shall enter into such construction agreements as are necessary to construct the Shelter in accordance with the construction documents. The County shall observe all state laws and County policies regarding the construction of the Shelter, including bond requirements, prevailing wages and other legal requirements.

8.02.1 **Indemnification Agreement Concerning Liability Arising out of the Shelter's Construction.** To the extent allowed by law, the County agrees to indemnify, hold harmless, save and defend the Cities, their agents and employees against any and all suits, causes of action, claims of any character, type or description, occurrences, damages, losses, expenses, costs, liabilities, judgments for bodily injury or death, or damage to property arising out of the construction of the Shelter.



- 8.02.2 Additional Construction.** Prior to the expiration of the Initial Term, the Operating Committee shall consider the need for the construction of additional space for the Shelter. The Operating Committee shall make a recommendation to the Parties as to whether additional space for the Shelter should be constructed at the end of the Initial Term.
- 8.03 Inspections and Reports.** Each Party shall have the right to inspect the progress of the work and shall have reasonable access to the Shelter Site during normal business hours, subject to complying with safety requirements imposed by the construction contractor. Each Party shall receive copies of reports provided to the County by the construction contractor concerning the Shelter construction.
- 8.04 Construction Cost Information.** Within thirty (30) days following the receipt from the construction contractor of the construction completion documents ("as built") the County shall provide the Parties with an accounting of the expenditures from the Shelter Construction Account, reflecting the total cost of design and construction of the Shelter, including those arising from any change orders and/or design modifications.
- 8.05 Ownership Vested In The County.** Notwithstanding any other provision in this Agreement, upon final acceptance of the Shelter by the County, the ownership of all building improvements on the Shelter Site, including the Shelter and fixtures affixed thereon, shall vest in the County, including all construction warranties. Per this Agreement, upon completion of construction, each other Party shall be granted a non-exclusive use of the Shelter and Shelter Site during the term of this Agreement and during any renewal terms.

9. **Operation of Facilities.**

- 9.01' **County Authority.** Until the County has recouped 85% of its funds initially expended in the design, construction and certification of the Shelter, the County, through the Commissioners Court, shall be empowered to make all decisions regarding ongoing operational issues including scheduling, replacement of furniture and equipment, problems associated with breakage of personal property and fixtures and related issues. In addition, the County will be responsible for annually examining the apportionment of Shelter Operating Expenses among the Parties and for making any adjustments that will result in a true apportionment of costs based on the actual benefit to and use by each Party of the Shelter.

Once the County has recouped 85% of its funds initially expended in the design, construction and certification of the Shelter (through recoupment of such costs from Rental Payments), the decision-making authority regarding the items set forth in the previous paragraph above will be transferred to the Operating Committee. At such time, the Commissioners Court of Collin County shall remain empowered to make recommendations to the Operating Committee regarding ongoing operational issues including scheduling, replacement of furniture and equipment, problems associated with breakage of personal property and fixtures and related issues. Notwithstanding the transfer of authority on those matters, the County will continue to retain the authority for annually examining the apportionment of Shelter Operating Expenses and for making any adjustments that will result in a true apportionment of costs based on the actual benefit to and use by each Party.

- 9.02 **Operating Committee.** A joint committee ("Operating Committee") will be formed for purposes of advising the Parties in connection with the operation of the Shelter. The Operating Committee shall be comprised of permanent and rotating members. For the first two (2) years of this Agreement, each Party shall have one permanent member on the Operating Committee. Thereafter, the permanent members will be representatives from each Party that has paid at least 15% of the Shelter Operating Expenses for the prior two years. In addition, the Operating Committee shall have at least one (1) rotating member chosen biannually through a chance drawing of representatives nominated by the Parties from those Cities who do not pay at least 15% of the Shelter Operating Expenses. The rotating member on the Operating Committee is intended to be for purposes of allowing other local government users of the Shelter who do not pay at least 15% of the Shelter Operating Expenses to have representation on the Operating Committee.

**9.02.1 Meetings.** The Operating Committee, shall at the first meeting of the calendar year, elect one of its members as chairperson who shall serve for two (2) years or until he/she is reelected or a successor is elected, provided however, that no individual shall be a chairperson for more than two (2) consecutive terms. The Operating Committee shall also elect from its membership a vice-chairperson and a secretary, all of whom shall serve for two (2) years or until they are reelected or their successors are elected. The Operating Committee shall meet at least two (2) times a year at the call of the chairperson at such times and places as determined by the Operating Committee.

**9.02.2 Duties and Responsibilities.** The Operating Committee will be responsible for examining and providing recommendations to the Parties regarding virtually all aspects of the operations of the Shelter, including the financing of such operations. In addition, the Operating Committee shall review the apportionment of Shelter Operating Expenses to each Party. The Operating Committee shall also make recommendations to the Parties regarding the efficient utilization of public funds for the maintenance, operation and continued use of the Shelter to the Parties' collective benefit. The Operating Committee shall further have the power and duty to prepare appropriate studies necessary to determine various public services and facilities required to meet current and long-term community and Shelter needs and to prepare strategic plans designed to meet those needs. Upon recommendation by the Operating Committee, the strategic plan or plans, in whole or in part, or amendments thereto, may be adopted by the governing bodies of the participating governmental units served by the Operating Committee.

**9.03 Shelter Operation By City.** If during the term of this Agreement any Party, other than the County, desires to operate the Shelter, including providing employees for the operation thereof, it shall express such request in writing to all other Parties along with a proposed plan for the operation of the Shelter. Upon receipt of the Party's written request, the County shall enter into negotiations with that Party for purposes of transferring operational control of the Shelter to that Party on mutually agreeable terms and conditions; however, nothing herein shall require the County to transfer operational control of the Shelter on terms and conditions the County finds to be detrimental to its and/or the Shelter's long term interest and/or viability.

- 9.04 **Identification of Personal Property.** Personal property located at the Shelter Site shall be inventoried, identified and marked in accordance with policies and procedures of each Party.
- 9.05 **Use Of Shelter Facilities.** While the Parties to this Agreement have priority rights to use the Shelter facilities, it is agreed that non-parties to this Agreement may deliver animals to the Shelter on a space-available basis. In such event the non-parties shall be charged a flat fee, as determined by the County with the advice and recommendation of the Operating Committee, for use of the Shelter. All fees collected from any non-party user of the Shelter shall be deposited in the Shelter Operating Account.
- 9.06 **Housing Limitations.** There will not be a limit to the number of animals delivered by any Party. If the Shelter reaches capacity it will stop accepting animals. If the Shelter reaches capacity, the County will use reasonable efforts to place any of the Party's excess animals in alternate Shelter locations.
- 9.07 **Shelter Workers.** Unless otherwise agreed to by the Parties, the persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits and taxes associated with all of the Shelter workers. The County will designate a lead employee at the Shelter as the Shelter Manager, who from time to time shall report to the Operating Committee in order to assist the Operating Committee in carrying out its duties in accordance with this Agreement. Actions of the Shelter workers will not create any liability to the Cities.
- 9.08 **Shelter Services.** The scope of services to be provided at the Shelter is more fully defined in "Exhibit C". If at any time a Party believes that the County, or any City operating the Shelter, has failed to adequately provide appropriate Shelter Services, that Party shall provide written notice of the alleged deficiency to all other Parties to this Agreement. Once notified, the County, or City operating the Shelter, shall have a reasonable amount of time, which shall be no more than six (6) months, to address the complaining Party's claim. The failure of the County, or City operating the Shelter, to appropriately address a Party's complaint concerning inadequate Shelter Services, after notice and an opportunity to cure, shall be treated as a material breach of this Agreement pursuant to Section 10.

9.09 **Shelter Operations Budget.** As provided in more detail in the "Shelter Operations Budget," attached as "Exhibit B", the Parties understand and agree that it is expected that the anticipated expense for operating the Shelter for the first year of operations will be approximately FOUR HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$460,000.00). The Parties agree that the anticipated expense for the first year of Shelter operation is reasonable and necessary in order to operate and maintain the Shelter. The Parties agree to share in this expense on a proportionate basis in accordance with the terms and conditions as further described herein. All subsequent Shelter Operations Budgets shall be determined each year by the Operating Committee with the assistance of the Parties; however, any Shelter Operations Budget recommended by the Operating Committee shall be subject to approval by the governing boards of the Parties.

9.10 **Payments of Parties For Rental and Use of The Shelter.** Following the completion of construction and the opening of the Shelter, each Party agrees to pay up front and in advance on a quarterly basis, a Quarterly Payment, ("Quarterly Payment") consisting of: (1) the Party's payment for the rent and use of the Shelter ("Rental Payment"); and (2) the Party's payment for the Party's proportion of the Shelter Operating expenses of the Shelter ("Maintenance and Operation Payment") as set forth in the Shelter Operations Budget.

Each Party warrants that, as of the Effective Date of this Agreement, it has appropriated and has committed funds in the amount of its Quarterly Payment requirements for both the Rental Payment and the Maintenance and Operation Payments to the extent such payments will become due during the Party's current fiscal year. Each Party further warrants that it will make every reasonable effort in the future to appropriate and commit funds in the amount of its aggregate anticipated Quarterly Payments that will become due during any subsequent fiscal year. The total contributions of each Party to be paid into the Shelter Operating Account through Quarterly Payments made by the Parties during the first year of the Shelter's operation are more fully set forth in "Exhibit B".

Each Party hereby covenants and agrees to pay promptly when due all Quarterly Payments, all adjustments to such payments, and any other charges payable to the County under the provisions of this Agreement. Each Party further covenants and agrees that all such Quarterly Payments due and owing or other charges due and unpaid as of the date of termination of this Agreement shall be deemed due and payable on such termination date.

Each Party agrees that any Quarterly Payment due to the County which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Tex. Gov't Code Ann. § 2251.025) from the date due until paid.

All Party payments received shall be expended by County solely for reimbursement of the County's permanent improvement fund, maintenance and operational costs of the Shelter. County shall track receipts and expenditures through its existing project code system (or any similar tracking system) to enable the Parties to verify that all Party payments received are expended by the County solely for reimbursement of the County's permanent improvement fund, maintenance and operational costs of the Shelter. County shall not be required to maintain a separate fund or separate accounting method for the Shelter.

**9.10.1 Rental Payments.** A portion of each Quarterly Payment shall be designated as Rental Payment for the Shelter. The Rental Payment due by each Party will be based on the cost of the design, construction and certification of the Shelter (excluding the value of the Shelter Site) amortized over the anticipated lifespan of the Shelter – being ten (10) years in length. Each Party's Rental Payment for any given year during the term of this Agreement shall not be fixed, but shall be calculated on a pro-rata basis based upon population, utilizing the North Central Texas Council of Government population estimates as more fully set forth in the Shelter Construction Budget, attached as "Exhibit A". For any Party who is not included in the North Central Texas Council of Government population estimates, the Rental Payments due from that Party will be based on a flat fee amount at rates set by the County.

**9.10.1.1 Adjusted Rental Payments.** The amount of each Party's Rental Payments subsequent to the first year of the Initial Term of this Agreement will be adjusted in accordance with changes in the North Central Texas Council of Government population estimates ("Adjusted Rental Payments"). Each year, upon recommendation of the Operating Committee and in accordance with the mechanism for determining Adjusted Rental Payments, as set forth in the Shelter Operations Budget attached hereto as "Exhibit B", the County will provide notice to each Party of the Parties' Adjusted Rental Payments for the following year. Following the initial year of Shelter operations, the County will provide the Parties with notice of the amounts of

the Adjusted Rental Payments by April 30th of each subsequent year for the duration of this Agreement.

**9.10.1.2 Scheduled Payments.** Each Party's Rental Payment or Adjusted Rental Payment is due as a portion of the Quarterly Payment and shall be paid to the County in advance on a quarterly basis without demand or offset at such address as the County shall, from time to time, designate in writing. The County shall collect and use the Rental Payments only as reimbursement for the amortized design, construction and certification costs of the Shelter.

**9.10.1.3 Cessation of Rental Payments and Adjusted Rental Payments.** Once the County has recouped its construction costs for the Shelter, the Adjusted Rental Payments due by the Parties shall cease.

**9.10.2 Maintenance and Operation Payments.** A portion of each Party's Quarterly Payment shall be designated as Maintenance and Operation Payments for the Shelter, such payments being derived from the Shelter Operating Expenses incurred as a result of the operation of the Shelter. The Maintenance and Operation Payments due by each Party will be shared on a pro-rata basis on the basis of the Parties' respective populations as set forth in the North Central Texas Council of Government population estimates. The Maintenance and Operation Payments due from any Party not included in the North Central Texas Council of Government population estimates will be based on a flat fee at rates set by the County.

**9.10.2.1 Adjusted Maintenance and Operation Payments.** The estimated Maintenance and Operation Payments that are anticipated to be due by each Party for the first year of Shelter operations are fully set forth in the Shelter Operations Budget, attached as "Exhibit B". Following the expiration of the first year of Shelter operations, the amount of each Party's subsequent Maintenance and Operation Payments will be adjusted on an annual basis in accordance with changes in the North Central Texas Council of Government population estimates and calculated on the actual Shelter Operating Expenses incurred in connection with the operation of the Shelter.

**9.10.2.2 Notice of Subsequent Maintenance and Operation Payments.** Each year, the County, upon recommendation of the Operating Committee, will provide notice to each Party of its estimated Maintenance and Operation Payments for the following year. The County will provide the Parties with

notice of the estimated Maintenance and Operation Payments by July 1st of each year following the first year from the date of commencement of Shelter operations.

**9.10.2.3 Scheduled Payments.** Each Party's Maintenance and Operation Payment, or Adjusted Maintenance and Operation Payment, is due as a portion of the Quarterly Payment and shall be paid to the County in advance without demand or offset at such address as the County shall, from time to time, designate in writing. The County shall collect and deposit the Operations and Maintenance Payments into the Operations and Maintenance Account.

**9.10.2.4 Adjustments for Increased Shelter Operating Expenses.** Each year the Maintenance and Operation Payments are subject to adjustment for increases in Shelter Operating Expenses attributable to the Shelter and its appurtenances, including parking facilities and the site upon which said improvements are situated. Any such adjustments for the actual increase or decrease of the Shelter Operating Expenses, in comparison to the Shelter's Base Year Operating Expenses, are to be made as follows:

**9.10.2.4.1 Review.** Following the first year of Shelter operations, and each year thereafter, the County shall review and compare the total budgeted amount of the Shelter's Operating Expenses to the actual operation and maintenance expenses that were incurred by the County from Shelter operations during the preceding fiscal year. Such review shall be conducted and all calculations computed by January 31st. The County will rely on the County Auditor's closing financial statements to determine the actual Shelter Operating Expenses that were incurred by the County during the preceding fiscal year.

**9.10.2.4.2 Surplus.** If the aggregate Maintenance and Operation Payments as budgeted and collected for the preceding fiscal year are greater than the Shelter Operating Expenses for that fiscal year, the County shall promptly notify each Party of the overage and of such Party's proportionate share of the overage. The overage amounts shall be credited to the Parties in accordance with such Party's proportionate share of the preceding year's overage, with such credits beginning on February 1st of the subsequent fiscal year.



**9.10.2.4.3 Deficit.** If the Shelter's aggregate Maintenance and Operation Payments as budgeted and collected for the preceding fiscal year is less than the Shelter Operating Expenses for that fiscal year, the County shall promptly notify each Party of the deficit and of such Party's proportionate share of the total amount of such deficit. Each Party shall thereafter pay into the Shelter Operating Account such Party's proportionate share of the preceding year's deficit as an additional payment due hereunder within thirty (30) days of the date of an invoice from the County reflecting the amount due by such Party.

**9.10.3 Shelter Operating Expenses.** In addition to the expenses specifically identified in paragraph 1, subsection (m), of this Agreement, Shelter Operating Expenses shall mean all taxes, expenses, costs and disbursements of every kind and nature which the County shall pay or become obligated to pay and which are attributable to the ownership, operation and maintenance of the Shelter and its appurtenances, the related parking facilities, and the site upon which the Shelter is situated, including, without limitation, the following:

- (a) Wages and salaries of all employees and/or agents of the Shelter engaged in the operation and maintenance of the Shelter, together with social security taxes, unemployment taxes or insurance, and any other taxes that may be levied on such wages and salaries, and the costs of any benefits approved for County employees.
- (b) All supplies and materials used in the operation, maintenance and security of the Shelter.
- (c) Cost of all water, natural gas, electricity and other utilities used to serve the Shelter and any equipment incident thereto.
- (d) Costs of all maintenance or service contracts at the Shelter and any related equipment, including alarm service and window cleaning.
- (e) Costs of landscaping and upkeep of ground area on which the Shelter and related parking facilities are situated and the private streets surrounding the Shelter and related parking facilities, including any service contracts for the maintenance thereof.

- (f) Costs of all accounting and other services attributable to the operation, management and maintenance of the Shelter and related parking facilities, including indirect costs to the extent they can be accurately identified and quantified.
- (g) Costs of repairs, replacements and general maintenance of the Shelter and related parking facilities.
- (h) All taxes, assessments and governmental charges other than taxes on income, whether federal, state, county or municipal, and other taxes and assessments on the Shelter or operation thereof.
- (i) Costs of capital improvement items, including the installation thereof, to the Shelter which are primarily for the benefit of reducing operating expenses or which are required by governmental order.

The Shelter's Maintenance and Operation Costs shall not include depreciation, interest and principal payments on mortgages or other debt costs, if any.

- 9.11 Payments of Non-Parties.** From time to time, to the extent space is available in the Shelter and after the necessary allocation of space for all Parties hereto, the County may authorize the Shelter to accept animals from an entity not a Party to this Agreement. The payment amount due from any entity utilizing the Shelter that is not a Party to this Agreement shall be based on a per-animal-housed fee at a rate set by the County and determined with the advice and recommendation of the Operating Committee. Following the initial year of operations of the Shelter, the County shall notify the Parties of any agreement and/or arrangement wherein a non-Party is being charged a per-animal-housed-fee that is less than the lowest amount paid by a Party for the same or similar services for the most recent year for which such calculations can be made. The funds collected by the County from non-parties shall be deposited in the Shelter Operating Account and utilized solely to offset Operation and Maintenance Expenses. This provision shall not be applicable to any entity utilizing the Shelter as a result of any Party's non-appropriation of funds in accordance with Section 10.13 of this Agreement. A Party to this Agreement shall have no rights to use the Shelter after a non-appropriation by such Party's governing board that results in its failure to make the required Quarterly Payments under this Agreement.

9.12 **Shelter Account Records.** The County shall keep such books and records as is necessary to fully and accurately account for the deposit and disbursement of funds from the Shelter Construction Account as well as the Shelter Operating Account. Information regarding the Shelter Construction Account and Shelter Operating Account shall be made available to any Party upon request.

9.13 **Nonappropriation.** Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year of the Cities, which fiscal year ends on September 30th of each year, shall be subject to approval by the governing bodies of each participating City. The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to any participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.

9.13.1 **Notice of Non-appropriation.** If for any fiscal year a Party fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, such Party shall promptly give written notice to all other Parties of the non-appropriation of funds. A Party shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. A Party shall provide all other Parties with at least one hundred eighty (180) days' notice of such Party's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.

9.13.2 **Partial Appropriation.** If for any fiscal year a Party only partially appropriates funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, such partial appropriation of funds shall be first credited to such Party's Rental Payments as more fully described in Section 9.10.1 of this Agreement. Any appropriated funds above such Party's Rental Payments shall then be credited to such Party's Maintenance and Operation Payments, as more fully described in Section 9.10.2 of this Agreement.

9.13.3 **Loss of Rights.** Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

- 10 **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.
- 10.10 **Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.
- 10.11 **By the County.** If a Party fails or refuses to make its Quarterly Payments as required by this Agreement, the County, upon consultation with the Operating Committee, may terminate this Agreement as to that Party by giving notice in accordance with section 13.15 of this Agreement. A Party that receives notice of termination through this subsection will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination of its rights through this Agreement. If a Party's rights are terminated because it has failed or refused to make its Quarterly Payments as required under this Agreement, such Party shall not be entitled to a refund of any payments made prior to termination.
- 10.12 **By a City.** Any City that is a Party to this Agreement may voluntarily terminate its rights and obligations under the Agreement, if at any time such City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties. No prior payments shall be refunded to any City that voluntarily terminates its rights and obligations under this Agreement, and all payments made prior to termination shall be exclusively used in accordance with the terms of this Agreement.
- 10.13 **Non-appropriation of funds.** The County may cease all operation of the Shelter and thereby terminate this Agreement if any Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, in consultation with the Operating Committee, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation

of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the use of the Shelter.

- 11 **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 12 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.

12 **Dispute Resolution Process.**

12.10 **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").

12.10.2 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within a reasonable time as may be determined by the circumstances alleged.

12.10.3 **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to effect an agreed resolution of the issue.

12.10.4 **Second Resolution Meeting.** If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.

**12.10.5 Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties' respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

**12.10.6 Unsuccessful Resolution.** If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

**13 Miscellaneous.**

**13.10 Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.

**13.11 Administration of Agreement.** The County shall administer this Agreement on behalf of the County. The City Council of each City shall administer this Agreement on behalf of each City. Each Party may designate a new administrator on written notice to the other.

**13.12 Governing law.** This Agreement shall be governed by the laws of Texas without regard to the principles of conflict of laws.

**13.13 Venue.** Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

**13.14 Non-Assignability.** A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

**13.15 Notices.** Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes, and such notice or request shall be deemed to have been duly given if (1) delivered

personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested, postpaid envelope properly addressed to the Party to be notified and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

**For Collin County, Texas:**

Ron Harris, Collin County Judge  
210 S. McDonald Street, Suite 626  
McKinney, Texas 75069

**For the City of Anna, Texas:**

Kenneth L. Pelham, Mayor  
101 N. Powell Parkway  
Anna, Texas 75409

**For the City of Celina, Texas:**

Corbett Howard, Mayor  
302 W. Walnut Street  
Celina, Texas 75009

**For the City of Farmersville, Texas:**

Robbin Lamkin, Mayor  
205 S. Main Street  
Farmersville, Texas 75442

**For the City of Frisco, Texas:**

Mike Simpson, Mayor  
6891 Main Street  
Frisco, Texas 75034

**For the City of Lowry Crossing, Texas:**

Brett Mayes, Mayor  
1405 S. Bridgefarmer Road  
McKinney, Texas 75069

**For the Town of Fairview, Texas:**

Sim Israeloff, Mayor  
500 S. Highway 5  
Fairview, TX 75069

**For the City of McKinney, Texas:**

Lawrence W. Robinson, City Manager  
222 N. Tennessee Street  
McKinney, Texas 75069

**For the City of Melissa, Texas:**

David Dorman, Mayor  
901 US Hwy 121  
Melissa, Texas 75454

**For the City of Princeton, Texas:**

Bill Caldwell, Mayor  
306 N. Front  
Princeton, Texas 75407

**For the City of Prosper, Texas:**

Charles Niswanger, Mayor  
113 W. Broadway



Prosper, Texas 75078

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to all other Parties.

**13.16 Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

**13.17 Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

**13.18 Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

**13.19 Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

**13.20 Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.

**13.21 Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

**13.22 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

13.23 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

DATED to be effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.


**COLLIN COUNTY, TEXAS**

210 S. McDonald Street, Suite 626  
McKinney, Texas 75609

BY:   
Ronald L. Harris

TITLE: County Judge

DATE: 11/28/2006

ATTEST: 

TITLE: Assistant

**CITY OF ANNA, TEXAS**

101 N. Powell Parkway  
Anna, Texas 75409

BY: \_\_\_\_\_  
Kenneth L. Pelham

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF CELINA, TEXAS**

302 W. Walnut Street  
Celina, Texas 75009

BY: \_\_\_\_\_  
Corbett Howard

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF FARMERSVILLE, TEXAS**

205 S. Main Street  
Farmersville, Texas 75442

BY:   
~~Robbin Lankin~~ Paul D. Kelly

TITLE: Mayor Pro Tem

DATE: 11-14-06

ATTEST: 

TITLE: City Secretary

***CITY OF FRISCO, TEXAS***

6891 Main Street  
Frisco, Texas 75034

BY: \_\_\_\_\_  
George Purefoy

TITLE: City Manager

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

***CITY OF LOWRY CROSSING, TEXAS***

1405 S. Bridgefarmer Road  
McKinney, Texas 75069

BY: \_\_\_\_\_  
Brett Mayes

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

***TOWN OF FAIRVIEW, TEXAS***

500 S. Highway 5  
Fairview, TX 75069

BY: \_\_\_\_\_  
Sim Israeloff

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

***CITY OF MCKINNEY, TEXAS***

222 N. Tennessee Street  
McKinney, Texas 75069

BY: \_\_\_\_\_  
Lawrence W. Robinson

TITLE: City Manager

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Sandra Hart, CMC

TITLE: City Secretary

***CITY OF MELISSA, TEXAS***

901 US Hwy 121  
Melissa, Texas 75454

BY: \_\_\_\_\_  
David Dorman

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

***CITY OF PRINCETON, TEXAS***

306 N. Front  
Princeton, Texas 75407

BY: \_\_\_\_\_  
Steven Deffibaugh

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

***CITY OF PROSPER, TEXAS***

113 W. Broadway  
Prosper, Texas 75078

BY: \_\_\_\_\_  
Charles Niswanger

TITLE: Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Section	Regular Agenda
Section Number	V.D
Subject	Consider, discuss and act upon replacing City Manager Ben White on the Housing Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	Contract Amendment for the ILA with Collin County for Animal Shelter
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	Consider a replacement for Ben White on the Texoma Housing Partners Board. City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	V.E
Subject	Debrief from Council persons attending TML
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VI. EXECUTIVE SESSION**

Agenda Section	EXECUTIVE SESSION
Section Number	VI
Subject	Section 551.071, CONSULTATION WITH CITY ATTORNEY
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 25, 2016
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Communications or participation with appointed Boards and Commissions</li> <li>• Attorney General Opinion regarding rights of member cities to remove their appointees to the North Texas Municipal Water District</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Staff direction as required.</li> </ul>



**VII. RECONVENE FROM EXECUTIVE SESSION AND  
DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED  
IN EXECUTIVE SESSION PERMITTED BY SECTIONS  
551.071 OF THE TEXAS GOVERNMENT CODE**

**VIII. REQUESTS TO BE PLACED ON FUTURE  
AGENDAS**

## **IX. ADJOURNMENT**