

**V. NOTICE OF MEETING FOR CITY COUNCIL VOTE
ON PROPOSED TAX RATE**

Agenda Section	Public Hearing
Section Number	V. A
Subject	The City Council will vote on the proposed tax rate at the City Council meeting on September 5, 2017, which meeting will begin at 6:00 p.m., in the City Council Chambers of City Hall situated at 205 S. Main Street, Farmersville, Texas
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	Proposed Tax Rate
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

VI. Reading of Ordinances

Agenda Section	Reading of Ordinance
Section Number	VI.A
Subject	Consider, discuss and act upon the 1 st and only reading of Ordinance #2017-0822-002 regarding right-of-way management plan for installation of equipment, specifically wireless network equipment in the public right-of-way.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	Ordinance #2017-0822-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE NO. O-2017-0822-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE II, "EXCAVATIONS," IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE IV ENTITLED "RIGHT-OF-WAY MANAGEMENT" THAT ESTABLISHES REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS INCLUDING, BUT NOT LIMITED TO, REGULATIONS FOR USE OF THE CITY'S RIGHTS-OF-WAY BY CERTIFICATED TELECOMMUNICATIONS PROVIDERS, IN ACCORDANCE WITH CHAPTER 283 OF THE TEXAS LOCAL GOVERNMENT CODE, AND REGULATIONS FOR USE OF THE CITY'S RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS, IN ACCORDANCE WITH CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; ADOPTING A PUBLIC RIGHT-OF-WAY WIRELESS COMMUNICATION FACILITIES DESIGN MANUAL; THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY DELETING EXISTING ARTICLE V, "EXCAVATION; MOVING; BURNING" IN ITS ENTIRETY AND REPLACING SAID ARTICLE WITH A NEW ARTICLE V ENTITLED "RIGHT-OF-WAY MANAGEMENT, MOVING, BURNING," TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is charged with maintaining control of and access to the right-of-way in order to protect the public health, safety, and welfare; and

WHEREAS, the City Council of the City (the "City Council") has determined that excavations in city streets may significantly interfere with the public use of the streets and resulting in negative impact to public safety, air quality, level of service on streets and sidewalks, and aesthetics of the community; and

WHEREAS, the City Council finds excavations in paved streets significantly degrades and shortens the life of the surface of the streets, and increase the frequency and cost to the public of requisite resurfacing, maintenance, and repair; and

WHEREAS, the City Council has determined that substantial public funds have been invested to build, maintain and repair the City streets and utilities and the City holds these streets and utilities as an asset in trust for its citizens; and

WHEREAS, it is desirable to adopt regulations to protect the structural integrity of City streets and safeguard the value of the public investment of the benefit of City residents by providing incentives to reduce the number of excavations in City streets, which will also reduce the number of service disruptions and excavations; and

WHEREAS, the City Council has determined that it is also desirable to adopt a regulatory base for the providers of telecommunications services in the City, subject to reasonable restrictions, which will preserve the public health and safety, and will protect and enhance the City's environmental and aesthetic quality; and

WHEREAS, the City Council has determined that adoption of a right-of-way management ordinance will comply with and promote the regulations in Chapter 283 of the Texas Local Government Code pertaining to Certificated Telecommunications Providers as well as the Texas Utilities Code and Chapter 284 of the Texas Local Government Code pertaining to Wireless Network Providers; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to allow for the combining of the Library/Civic Center Board, Senior Citizens Advisory Board, and the Parks and Recreation Board.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2: AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE II, "EXCAVATIONS," IN ITS ENTIRETY

From and after the effective date of this Ordinance, Chapter 62, "Streets, Sidewalks and Other Public Places," of the Farmersville Code is hereby amended by amending Article II, thereof, entitled "Excavations" by deleting Article II, "Excavations," in its entirety and replacing said Article II with the designation "Article II. Intentionally Omitted."

SECTION 3: ADOPTING A NEW ARTICLE IV ENTITLED "RIGHT-OF-WAY MANAGEMENT" THAT ESTABLISHES REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS INCLUDING, BUT NOT LIMITED TO, REGULATIONS FOR USE OF THE CITY'S RIGHTS-OF-WAY BY CERTIFICATED TELECOMMUNICATIONS PROVIDERS, IN ACCORDANCE WITH CHAPTER 283 OF THE TEXAS LOCAL GOVERNMENT CODE, AND REGULATIONS FOR USE OF THE CITY'S RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS, IN ACCORDANCE WITH CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE

From and after the effective date of this Ordinance, Chapter 62, "Streets, Sidewalks and Other Public Places," of the Farmersville Code is hereby amended by adopting a new Article II entitled "Right-of-Way Management" to read as follows:

"CHAPTER 62 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE IV RIGHT-OF-WAY MANAGEMENT

DIVISION 1 STANDARDS

Sec. 62.100 Thoroughfare and circulation design standards

Ordinances concerning the establishment of engineering design standards and construction design requirements in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 62.101 Construction standards for paving and drainage facilities

Ordinances concerning general construction standards for paving and drainage facilities, in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 62.102 Exclusive control of streets

No entity, including other political subdivisions of the state, may extend a street into the city's corporate limits or connect a street to an existing city street without the prior written approval of the city council.

Secs. 62.102 – 62.120. - Reserved

DIVISION 2 RIGHT-OF-WAY MANAGEMENT

Sec. 62.121 Administration

The City Manager, or his/her designee, shall appoint a City Manager, who is the principal city official responsible for the administration of the right-of-way, right-of-way permits, the regulation of same and ordinances related thereto. The City Manager may delegate any or all of the duties hereunder. The City Manager shall have the duties, responsibilities and authority as specified for the City Manager stated herein.

Sec. 62.122 Definitions

The following definitions apply in this article. The terms, phrases, words, abbreviations and their derivations shall have the same meanings herein. When not inconsistent with the context words used in the present tense include the future; words in plural number include the singular number, and words in the singular include the plural. The word "shall" is mandatory and not merely permissive.

Abandoned facilities means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities, or from any other facilities that are in use or that still carry service.

Administration fee means the fee charged by the city to recover its costs incurred for right-of-way management; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration improvements; determining the adequacy of the right-of-way restoration; revoking right-of-way permits and other costs the city may incur in implementing the provisions of this article.

Applicant means an owner or authorized agent of an owner, who submits an application for a permit under the provisions of this article.

Area of influence means that area around a utility excavation where the pavement and sub-grade is impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

Backfill means the following:

- (1) The placement of new dirt, fill, or other material to refill an excavation; or
- (2) The return of excavated dirt, fill or other material to an excavation.

Certificated Telecommunications Provider or "CTP" means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Texas Public Utility Commission or "PUC" to offer local exchange telephone service or a person who provides voice service as defined by Texas Local Government Code Chapter 283 or "the Act".

City means the City of Farmersville, Texas and the city's officers and employees.

City Manager means the City Manager of the city, or his designee.

City project means the construction, location, maintenance, relocation, alteration, improvement, repair, removal or other work performed by the city, or its designee, in the public right-of-way or on any city utilities or city facilities.

City utilities means any water, sewer or drainage line or services owned and operated by the city.

Compaction refers to consolidating backfill material in a trench to prevent future settlement.

Comprehensive plan means the city's comprehensive plan, as it exists or may be amended.

Construction means boring, the breaking of pavement, or the installation, modification, upgrade, maintenance, removal, or similar activities, within the right-of-way. The definition includes, but is not limited to, providing primary service, restoration, or maintenance of existing facilities within the right-of-way.

Contractor means any public or private person, subcontractor or organization, other than the city.

Day means business day unless otherwise specified.

Department means the city department of public works or a successor department that is responsible for management of the right-of-way and roadway infrastructure.

Emergency operations are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address or prevent an immediate service interruption. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means any activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way and does not include landscaping activity unless the activity removes or disturbs the paved portion of the right-of-way.

Facilities means the equipment, and property, including but not limited to, lines, poles, mains, pipes, conduits, ducts, cables, valves, manholes, handholes and wires located under, on, or above the surface of the ground within the right-of-way, and related facilities and equipment used or useful for the provision of utility services.

FCC means the Federal Communications Commission.

Governing body means the mayor and the city council of the City of Farmersville, Texas.

Governmental entity means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the state or of any other state of the United States and any agency or instrumentality of the state or of any other state of the United States.

Holiday shall refer to days in which city offices are closed in observance of a holiday.

Main line shall refer to lines other than service connections used to convey the right-of-way user's product.

Major project means any project, which includes 300 or more linear feet of excavation or any excavation under pavement.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communication network.

Network Provider means a wireless service provider, or a person that does not provide wireless services and that is not an electric utility but builds or installs, on behalf of a wireless service provider, network nodes or node support poles or any other structure that supports or is capable of supporting a network node.

Pavement shall refer to streets containing Portland cement, asphalt, brick or other rigid or semi-rigid material that covers the surface of a street and their underlying subgrade and base.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

Permittee means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

Perpendicular excavations means any trench with a centerline that when projected toward the centerline of the street, the two lines intersect at an angle of 90 degrees.

Person means any person, company, partnership, contractor, subcontractor, agency or other public or private entity, excepting the city.

Public inconvenience penalty shall refer to a penalty assessed to the right-of-way user who denies the public the use of public property for a time period greater than allowed by this article.

PUCT means the Public Utility Commission of Texas.

Registration means the annual application process of the right-of-way user to use any portion of the right-of-way.

Registration certificate shall refer to the document provided by the city, annually, upon approval of the application for registration.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around excavation where the pavement and subgrade is impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including, but not limited to, pavement and foundation structures, ground cover, landscaping, and monuments are returned to the same condition, or better than that which existed before the commencement of the work.

Resurfacing means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, tollway, lane, path, drainageway, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, fire lane or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include, but not be limited to, all easements now held, or hereafter held, by the city, but shall specifically excludes private property.

Right-of-way user means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or installing, constructing, maintaining, or repairing facilities thereon, including, but not limited to, landowners and service providers.

Routine service operation means a work activity that makes no material change to the facilities and does not disrupt traffic.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, Internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

Service connection shall refer to the line that serves no more than two individual customers or two meter banks.

Street means the paved portion of the right-of-way, whether fee or easement, that has been constructed, reconstructed, or resurfaced with concrete or asphalt or some other surface.

Surface mounted markers refers to any sign, post or other marker, which rises above the surface of the ground to show the location of an underground utility.

Thoroughfare means all roadways and streets classified on the city's comprehensive plan, as it exists or may be amended, including but not limited to as a highway, tollway, major thoroughfare, minor thoroughfare, major collector, minor collector or local collector.

TMUTCD means the Texas Manual on Uniform Traffic Control Devices, as it exists or may be amended.

Traffic control representative shall refer to the designated representative of the right-of-way user who is responsible for work zone safety and compliance with TMUTCD. The right-of-way user shall ensure such person has adequate training, knowledge and authority to perform the responsibilities listed above.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Trench shall refer to excavation deeper than 12 inches. This shall include linear trenches, holes, pits and etc.

Underground Facility Damage Protection Safety Act shall refer to the Texas Utilities Code Section 251.001 *et seq.* as it exists or may be amended.

Utility means any privately or publicly owned entity which uses right-of-way to furnish the public any general public service, including, without limitation, sanitary sewer, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and

located within and near the right-of-way. Poles are regulated herein only as specifically set forth in this article.

White lining means marking the excavation site with white washable marking paint or flags prior to requesting a utility location in order to further identify the site.

Wireless service means any service using licensed or unlicensed wireless spectrum, including the use of wi-fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless services to the public.

Sec. 62.123 Utility coordinator

Each utility and right-of-way user shall name a utility coordinator who shall be the representative and point of contact for all communications from the city and who shall meet with the City Manager when so requested.

Sec. 62.124 Field utility coordination

(a) The right-of-way user shall notify the department at each of the following times during a project:

- (1) Forty-eight hours before the start of construction;
- (2) Upon completion of the initial backfill; and
- (3) Upon completion of the project.

The right-of-way user shall make a request for a utility locate in compliance with the Underground Facility Damage Prevention and Safety Act.

(b) The use of markers, stakes, poles, barricades or other devices shall be used in such a way to avoid damage to adjoining property. The use of "nonwashable" markers is prohibited.

(c) Compliance with the Texas Utilities Code, as amended, is required at all times.

(d) All barricades, plates, cones, traffic directional equipment and all other traffic control devices owned, leased or used by the right-of-way user and used on or near any excavation shall be clearly and visibly marked with the name of the permittee and/or right-of-way user or subcontractor, as applicable, at all times such equipment is used on or near the right-of-way. An exception to the marking requirement may be made in the sole discretion of the City Manager in the event the traffic control equipment is not owned by the permittee or right-of-way user.

Sec. 62.125 Maps and records of registrants

(a) Within 30 days of passage of this article, each right-of-way user shall provide the city an accurate map of their service area. The map shall be in electronic format overlaid over the Collin County and North Central Texas Council of Governments digital map, as applicable. In dual coverage areas, the city may request additional information to enable identification of right-of-way users.

(b) Each right-of-way user must maintain accurate maps and records of its facilities. If available, the city's road network may be provided in digital format upon request. The right-of-way user is encouraged to maintain their system maps geo-referenced to the city's geodetic network, which is on the Collin County digital map or the North Central Texas Council of Governments digital map, as applicable. The map should include true bearings and distances to the nearest established street lines and official monuments, which shall be accurately described on the map. The right-of-way user will provide the city with digital information within 90 days of a request for maps from the city for any user with less than 50 miles of utilities within the city. All other right-of-way users shall provide the digital information within one year of the request. Thereafter, the data is to be provided to the city on an annual basis by January 1.

(c) If the maps and records submitted in response to any request by or requirement of the city include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the city and its agents, employees, or other representatives may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney

general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its maps and records as confidential or as trade secrets.

Sec. 62.126 Notice

Notice for purposes of this article shall be made to the city via electronic message (e-mail), overnight courier (generally used carrier with tracing available) or hand delivery with signed receipt, facsimile to the department, or United States mail return receipt required.

Sec. 62.127 Registration

(a) Nothing in this section relieves a right-of-way user and/or utility from obtaining a permit under this article to perform work in the right-of-way.

(b) In order to protect the public health, safety, and welfare, a utility maintaining or operating existing facilities in the right-of-way must register with the City Manager in accordance with the following requirements:

(1) The registration must be on a form furnished by the City Manager and made in the name of the right-of-way user that owns the facilities.

(2) Registration expires December 31 of the following year after the first registration occurs. If the utility fails to renew registration by that date, the city will send by certified mail a notice of noncompliance to the address listed on the registration. If the utility fails to renew registration within 30 calendar days after the date of sending the notification, the facilities of the utility will be deemed to have been legally abandoned.

(3) If information provided as part of the registration changes, the utility must inform the City Manager, in writing, not more than 30 days after the date the change occurs.

(4) The utility shall also include the following registration:

a. The name of the utility using the right-of-way, including any business name, assumed name, or trade name the utility operates under or has operated under in the city within the past five years.

b. If the utility is a CTP, the certificate number issued by the Texas Public Utility Commission.

c. The ordinance number of any franchise or license issued by the city that authorizes the utility to use the right-of-way.

d. The names, addresses and telephone numbers of at least two persons who will be general, day-to-day contacts for the utility. At least one of the addresses must be within the Dallas/Fort Worth metropolitan area.

e. The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the utility.

f. The name, address and telephone number of any contractor or subcontractor, who will be working in the right-of-way on behalf of the utility. This list may be amended as needed by the utility; however, no work shall be performed in the right-of-way by a contractor or subcontractor that is not on the list, regardless of whether a permit is required.

g. The names and telephone numbers of at least two persons serving as emergency contacts who can be reached by telephone 24 hours a day, seven days a week. The telephone numbers should be accessible without the city having to pay long distance telephone or toll charge.

h. Proof of existing insurance that complies with Division 4.

(c) Upon completion of registration, the city will provide the right-of-way user a registration certificate valid until the end of the calendar year during which the registration was completed. The right-of-way user may make as many photocopies of the registration certificate as necessary. The right-of-way user is responsible for ensuring that all contractors, listed in accordance with subsection (b)(4)(f) above have a copy of the registration certificate on site when work is being conducted under the provisions of the registration certificate.

Sec. 62.128 Traffic handling training

The right-of-way user is responsible for work zone safety including, but not limited to, traffic control through the designated traffic control representative. The representative is responsible for compliance with the TMUTCD and the traffic control plan (if required) at all work zone sites. The traffic control representative shall ensure employees on the job site have adequate training.

Sec. 62.129 Reporting obligations

All right-of-way users shall, upon request, provide proof of any necessary permit, license, certification, grant, registration, franchise agreement or any other authorization required by any governmental entity, including, but not limited to, the city, state, or federal government, or railroad or pipeline company, including a description of the right-of-way user's intended use of the right-of-way, information sufficient to determine whether the right-of-way user is subject to franchising or licensing by the city, and information to determine whether the right-of-way user has applied for and received any certificate of authority required by the PUCT. The information provided shall be sufficient enough to determine whether the right-of-way user has applied for and received any permit or other approvals required by the FCC. Right-of-way user shall provide all such other information as may be reasonably required by the city to complete the registration statement.

Sec. 62.130 Surface mounted markers

Where surface mounted markers are needed, curb mounted medallions shall be used whenever possible.

Sec. 62.131 Relocation of facilities for city projects and public improvements

(a) In the exercise of governmental functions, the city has first priority over all uses of the right-of-way. The city reserves the right to, among other things, lay water, sewer, drainage, and other pipelines or cables and conduits, and to do underground and overhead work, and attachments, restructuring, or changes in street facilities in across, along, over, or under a public street, alley or right-of-way occupied by an agency or right-of-way user, and to change the curb, sidewalks, or the grade of streets.

(b) The right-of-way user must relocate its facilities, at its own expense and in accordance with Section 62-175, prior to the start of construction of a city project. Failure to comply with this provision shall subject the right-of-way user to the enforcement provisions contained herein.

(c) A permit will be required when making facility adjustments in preparation for city projects.

Sec. 62.132 Permit required

It is unlawful for any person, its agents, servants or employees to dig, plow, blast, make cuts, openings, bore, tunnel, excavate or close lanes on a thoroughfare without first having made application and obtained a permit therefor in compliance with the Public Right-of-Way Permitting and Construction Manual, promulgated and amended by the City Manager, except for as allowed by this section. It is unlawful for any person, its agents, servants or employees to make or cause to be made any excavation in or under the surface of any right-of-way for the installation, repair or removal of any facilities, or for any other purpose without first obtaining from the City Manager a permit in compliance with this article.

(1) Before issuing a permit, the City Manager shall have been provided a written application, on a form furnished by the City Manager, setting forth the name and residence or business address of the applicant; the location and

approximate area of the excavation, including its approximate length and width, and, if the excavation is in a street, whether it is parallel or transverse to the direction of the travel lanes; and, the purpose of the excavation. The application form shall include plans prepared in accordance with city specifications. Plans shall be drawn at a reasonable scale that legibly and accurately show all existing improvements and proposed work. All proposed work must be shown in heavy or bold type lines and fonts. If proposed work is in phases or part of another overall drawing, show all existing and future work in lighter or faded out lines and fonts. If right-of-way user cannot show distinctive line weights, the plans shall clearly label the above information using text. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the state.

(2) At the time the permit is issued, the applicant shall pay a nonrefundable permit application fee in an amount as provided for in the master fee schedule of the city.

(3) The proposed location, depth and other characteristics of any facilities for which the permit is issued shall be subject to approval of the City Manager, and all backfilling, compaction and pavement restoration performed for any excavation shall comply with the requirements of this article.

(4) No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and/or private utilities with facilities installed in any right-of-way to relocate the facilities, at no cost to the city, subject to state law, if applicable, in the event that relocation is required by the city to accommodate a proper governmental use of the right-of-way.

(5) Combinations of permits shall be permitted at the sole discretion of the City Manager. Fees shall be assessed based on the excavations permitted.

(6) Subdivision monuments, historical markers, and any other signs or structures with foundations in the right-of-way, excluding billboards, are subject to this article.

Sec. 62.133 Exceptions to required permit

(a) The City Manager reserves the right in his discretion to require a right-of-way permit on service connections. Unless otherwise required by the City Manager, service connections do not require a permit if all of the following conditions are met:

- (1) The service connection excavation shall not exceed four feet inside the right-of-way to property line;
- (2) All excavation shall be in accordance with service connection drawings;
- (3) The address for the service connection is on the city provided form, which is submitted to the City Manager via e-mail. Work shall not begin until the electronic form is transmitted to the City Manager;
- (4) The excavation required is less than 12 inches in depth;
- (5) The excavation is no wider than two inches or is hand dug; and
- (6) The service connection does not require boring.

(b) Irrigation system installation requires a permit per existing city codes.

Sec. 62.134 Permit application

(a) Application for a permit shall be addressed to the City Manager and made on a form furnished for that purpose, stating the extent, dimensions, character and purpose of the cut or excavation to be made, the location, by street and number if possible, where the work is to be done, and the time in which it is to be completed. The application form shall be accompanied by maps of the existing facilities in the area, to the extent available, and the location of the proposed facilities, methodology of construction, and proposed start and completion dates. When the work includes excavating, which will exceed five feet in depth, a trench safety design sealed by a licensed professional engineer shall also

accompany the application, unless otherwise provided by law.

(b) A permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any permittee who determines that an area is greater than that which is specified in the permit must apply for and receive a new right-of-way permit.

(c) Fees shall apply to all right-of-way users unless governed by an existing agreement with the City. Applicants may apply jointly for permits to excavate the right-of-way at the same time and place. Applicants who apply jointly for a right-of-way permit may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay. The city will recognize only one point of contact.

(d) Permits will be issued or denied within ten (10) days of the city receiving a complete application. Permits shall be valid for the dates specified in the permit. The applicant may request but is not guaranteed the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date and, except as provided herein, no permittee may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date. Applicants are encouraged to request a pre-submission meeting for large projects.

(e) An expedited permit may be requested, and shall be issued or denied within five (5) days of application upon a showing of good cause, as solely determined by the City Manager.

Sec. 62.135 Issuance of permit

Every person making application for a permit in accordance with the provisions of this article, and having complied with such provisions, shall be entitled thereto, and, upon filing

such application with the City Manager, it shall be his duty to issue the permit, when the provisions of this article have been complied with.

(1) Upon receiving a written application for a permit and a plan prepared in accordance with the city specifications, the City Manager's designee shall set forth all requirements, approve or disapprove the application, sign and return it to applicant. Excepting only emergency excavations, at least forty-eight (48) hours prior to the start of work, the applicant shall notify the City Manager the date the work will commence when traffic control devices are necessary on a thoroughfare.

(2) No permit shall be transferable. A permit shall be void unless the excavation to be made pursuant thereto is commenced within the time stated therein and the work diligently completed.

(3) Each permit shall state a time period for completion of all the work to be done hereunder. The City Manager may in his sole discretion, grant extensions of time.

(4) No person in violation of any requirement of this article shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued a permit on the person's behalf, until the outstanding violation is/are corrected or a plan for correction is approved by the City Manager. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the city at law or equity.

(5) No work shall be done under any permit issued under this article except as stated in the permit. If the permit is allowed to expire, the right-of-way user shall procure a new permit, paying the applicable fee, prior to proceeding with any such work.

Sec. 62.136 Posting of signs

The right-of-way user and contractor (if used) shall be identified by three feet by three feet information signs on all work requiring a permit. The signs shall state the name and phone number of the right-of-way user and contractor (if used). The signs shall be placed in the right-of-way on each approach to the location where construction is occurring

from the time of the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring.

Sec. 62.137 Excavation to be under supervision of the City Manager

(a) Any right-of-way user engaged in making or backfilling any excavation in any right-of-way shall, at all times while such work is in progress, keep at the job location the permit, or a copy thereof, and shall provide of the same, when requested by any authorized city employee. At all times while the work is in progress, the right-of-way user shall also maintain, at the job location, a sign, barricade or other device bearing the right-of-way user's name.

(b) The right-of-way user shall protect from damage, utility conduits, sewer conduits, water conduits, lawns, shrubbery, trees, fences, structures, irrigation, sidewalks, streets, signs, street lights, or other property at, near or encountered in its work. The right-of-way user shall determine the boundary of the right-of-way.

(c) All excavations and other construction in the streets shall be conducted so as to interfere as little as practicable with the use of right-of-way and with the use of private property, in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the city pursuant to the policy and regulatory powers of the city necessary to provide for public convenience. The right-of-way user shall not trespass upon private property. The right-of-way user shall determine the boundary between right-of-way and private property and place stakes/markers indicating the boundary to remain in place for the duration of the work.

(d) The city reserves the right to among others, lay, and allow to be laid, electricity, sewer, gas, water and other pipe lines or cables and facilities, as well as drainage pipes, and channels and streets, and to perform, and allow to be performed, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the city, in, across, along, over or under any right-of-way or public place occupied by a right-of-way user and to change any curb or sidewalk or the grade of any street and to maintain all of the city's facilities. In

allowing such work to be performed by others, the city shall not be liable to a right-of-way user for any damage caused by those persons or entities. Nothing herein shall relieve any third party from responsibility for damages caused to a right-of-way user by such third party.

(e) All transmission and distribution structures, lines, equipment and facilities erected by a right-of-way user within the city shall be so located as to cause minimum interference with the proper use of the right-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets. No pole may be placed in an area prohibited by another section of this article or which interferes with the public's unimpeded use of the right-of-way.

(f) If the city requires a right-of-way user to adapt or conform its facilities, or in any way or manner to alter, relocate or change its property to enable any other corporation or person, except the city, to use, or to use with greater convenience, any right-of-way or public place, the right-of-way user shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse a right-of-way user for any loss and expense which will be caused by, or arise out of such removal, change, adaptation, alteration, conformance or relocation of a right-of-way user's facilities; provided, however, that the city shall never be liable for such reimbursement.

Sec. 62.138 Registration certificate required

It is unlawful for any person, its agents, servants or employees to perform construction in the right-of-way without first having made either application and obtained a permit therefor or have in possession a valid registration certificate. A registration certificate may only be used for construction activities not requiring a permit in accordance with this article. These activities include tree trimming, general maintenance, line work and providing a service connection from the property line to a customer provided the activity complies with Section 62.133.

Sec. 62.139 Hours of operation for nonemergency work

(a) Excavation and boring shall be conducted between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No excavation or boring shall be performed on holidays.

(b) All other work requiring an inspection shall be done between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No work shall be performed on holidays. A right-of-way user may work on Saturday subject to the approval of the City Manager and a notification no later than noon on Thursday before the Saturday in which the work is to be performed. The Saturday inspection fee must be paid prior to noon on Thursday prior to the Saturday in which the work is to be performed.

Sec. 62.140 Denial of permit

A permit may be denied or suspended for any of the following reasons:

(1) Failure to provide proof of a surety bond or liability insurance acceptable to the city or notice of termination of the same.

(2) Failure to secure a contractor's license or other required license.

(3) Failure to perform in accordance with the requirements of this article.

(4) The excavation would be in a street and not otherwise permitted by this article.

(5) The proposed warning or other traffic control procedures or equipment do not comply with the requirements of the TMUTCD or the requirements of the City Manager.

(6) The proposed activity would violate any city ordinance or state or federal law, rule, regulation or statute.

(7) The permit application contains false or misleading information.

- (8) The activity would cause a public health or safety hazard.
- (9) The right-of-way user is not authorized within the city.
- (10) The right-of-way user is in violation of this article relative to work in progress.
- (11) The right-of-way user has not compensated the city, unless the user is not legally obligated to compensate the city by contract, by agreement or by law, for using the public property; or the right-of-way user has failed to timely make required payments.

Sec. 62.141 Appeal

A right-of-way user that: (i) has been denied registration; (ii) has been denied a permit; (iii) has had a permit revoked; or (iv) believes that fees imposed are invalid, may have the denial, revocation, or fee imposition reviewed, upon written request as follows:

- (1) If an applicant desires to appeal a decision, the applicant may file a written notice of appeal with the City Manager within five business days of the date the decision was rendered. The notice must state the alternatives available and routes explored, hardship encountered, cost comparison of other alternatives and a statement of any other significant factors. The City Manager shall provide a written decision within five business days. Failure to render a decision within five business days shall constitute a denial.
- (2) If a further denial is given, the appellant may thereafter file a written notice of appeal to the City Manager within five business days of receipt of the City Manager's written decision. The City Manager shall provide a written decision within five business days of receipt of an appeal in accordance with this section. Failure to render a decision within five business days shall constitute a denial.

Secs. 62.142 – 62.160. – Reserved

DIVISION 3 TECHNICAL SPECIFICATIONS

Sec. 62.161 Lawful use of right-of-way

(a) The use of the right-of-way in any manner which violates federal, state, or local laws, or city codes, ordinances and regulations, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality, is prohibited. All permittees shall provide satisfactory evidence of compliance with the foregoing upon request of the city.

(b) The permittee shall dispose of all material removed from the right-of-way and any waste created by permittee in compliance with all state, federal and local laws and requirements. Temporary storage of material may be placed in a pile no higher than 30 inches.

(c) If a permittee excavates any contaminated, regulated or hazardous materials in the right-of-way, such permittee shall be responsible for environmental assessment, excavation, testing, transportation and disposal of that material in accordance with applicable law. The permittee shall promptly notify the city, orally, of the condition within two hours of discovery of any contaminated, regulated or hazardous materials in the right-of-way, and within eight hours provide the aforementioned information to the city in writing. The permittee must consult with and receive written authorization from the city before undertaking any of the steps/actions set forth in this subsection.

Sec. 62.162 Compliance with safety regulations

The permittee and right-of-way user shall comply with all applicable federal, state and local safety regulations and requirements, including, by example and not limitation, the occupational safety and health standards for the construction industry.

Sec. 62.163 Conformance with the thoroughfare plan

A right-of-way user should consult the city's thoroughfare plan prior to the acquisition of any interest in real property in the city for the installation or relocation of service lines or other equipment or facilities along or adjacent to any street, right-of-way, thoroughfare, highway, or any proposed street,

right-of-way, highway or thoroughfare to attempt to minimize any future conflict regarding the location of such facilities. All right-of-way users are charged at all times with constructive notice of the thoroughfare plan. The city shall, at a minimum, have no liability for the value of or loss by a right-of-way user of any improvements constructed in the area shown on the thoroughfare plan, except as provided herein. Typical locations of city facilities are depicted in the city standard details.

Sec. 62.164 Tree trimming and graffiti abatement

Permission is granted to a right-of-way user, subject to the requirements of this code, as it exists or may be amended from time to time, to trim trees upon and overhanging the right-of-way, so as to prevent the branches of such trees from coming in contact with a right-of-way user's facilities. When so directed by the city, the tree trimming shall be done under the supervision and direction of the city. The right-of-way user shall make the necessary repairs or restoration, including, but not limited to, cleaning of graffiti, as soon as practicable but not to exceed seven days after the right-of-way user discovers or learns of any misuse, destruction, damage or vandalism to its facilities.

Sec. 62.165 Employee communication

The right-of-way user shall ensure that there is at least one employee on the job site, during any type of work activity, who can read, write and speak English fluently.

Sec. 62.166 Routing and spatial assignment

The city reserves the right, in the permit or otherwise, to restrict or determine the route (pathway) and/or spatial location, whether horizontal, vertical or depth, of any facility and/or structure or improvement in the right-of-way. The city reserves the right to reserve space for future utilities.

Sec. 62.167 Commencement and completion

After obtaining the permit and prior to commencing the work, the permittee shall notify the City Manager, and shall commence and complete all work within the time specified in the permit, unless an extension of time is granted by the City Manager. No work shall commence until erosion control

measures (e.g. silt fence) and advance warning signs, markers, cones and barricades are in place.

Sec. 62.168 Notification of affected property owners

Except in the case of an emergency, whenever excavation is required in the right-of-way adjacent to an occupied property, the right-of-way user shall notify the property owner of the activity through use of a door hanger, which shall include the following information:

- (1) Permit number;
- (2) Identify of the contractor and the right-of-way user, including a contact name and phone number by which more information regarding the project could be obtained and a 24-hour a day emergency phone number; and
- (3) The anticipated duration of the construction work.

Sec. 62.169 Safe conduct of work

Every permittee and right-of-way user shall prosecute its work diligently and in a good, safe, and workmanlike manner, and shall safeguard and protect the public, using the street or right-of-way where the work is being performed, from accidents or damage by placing barriers, lights and other sufficient safeguards around all cuts, openings and excavation, in accordance with TMUTCD. All material, implements and tools stored upon the premises and used in connection with the excavation shall be stored in a safe and nonhazardous manner.

Sec. 62.170 Revocation or suspension of permit

The city reserves its right, as provided herein, to revoke or suspend any permit, without refund of the permit fee, in the event of a breach by the permittee of the terms and/or conditions of the permit, this article and/or any other city ordinance. A breach of the terms of the permit shall include, but not be limited to any of the following:

- (1) The violation of any provision of the permit.

- (2) An evasion or attempt to evade any provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.
- (3) Any material misrepresentation of any fact in the permit application.
- (4) The failure to meet insurance, surety bond or indemnification requirements.
- (5) The failure to complete the work as specified in the permit.
- (6) The failure to correct a condition indicated on an order issued pursuant to this article.
- (7) Repeated traffic control violation(s).
- (8) Failure to protect facilities or repair facilities damaged in the right-of-way.
- (9) Violation of any part of this article.
- (10) Recognition by the City Manager that a permit was issued in error.
- (11) Failing to comply with an order of the City Manager on the permit and any other valid permit held by the right-of-way user.
- (12) Any safety violation or other action that threatens the health, welfare and/or safety of the public as solely determined by the City Manager.

If the City Manager determines that the permittee has committed a breach of any law or condition of the right-of-way permit, the City Manager shall make a written demand upon the permittee to remedy such violation. Continued violation may be cause for revocation of the permit or legal action, or both. The City Manager may, in his discretion, revoke the permit, provide specifications to cure the breach, or both. Within two business days of receiving notification of the breach, permittee shall contact the City Manager with a plan, acceptable to the City Manager, for correction of the breach. Permittee's failure to do so or permittee's failure to

timely implement the approved plan shall be cause for revocation of the permit.

Sec. 62.171 Work not in accordance with permit declared unlawful

(a) It shall be unlawful for any person to make, cause or allow to be made, any excavation, or to install, cause or allow to be installed any tank, pipe, conduit, duct, tunnel, utility pole or other utility or appliance in or under the surface of any street, alley, sidewalk, right-of-way or other public place, at any location, other than that described in the application for the permit and as shown on the plans filed with the City Manager, and in accordance with the requirements of the permit. If the circumstances appearing after the excavation is commenced make it impossible to comply with the permit, the City Manager may, in his sole discretion, grant a waiver to take the circumstances into account.

(b) Failure to comply with requirements set forth in this article or on any permit shall be cause for revocation of the subject permit and of any other permits held by the same permittee until the violations have been corrected or the City Manager has approved alternative requirements.

Sec. 62.172 Work done without a permit

No cut, excavation, grading or disturbing of the right-of-way or wires on poles, in any way, shall be made, other than excavations necessary for emergency work, without first securing a permit. No person or right-of-way user shall, at any time, open or encumber more of the right-of-way than shall be reasonably necessary to complete a project in the most expeditious manner.

Sec. 62.173 Cessation of work

At any time, the City Manager may order the immediate cessation of any work that poses a threat to the health, safety or well-being of the public. The City Manager may revoke the permit of any permittee in any instance where there is a threat to the health, safety or wellbeing of the public.

Sec. 62.174 Violations of standards; notice

The City Manager may issue a written notice to the permittee indicating work that does not conform to the terms of the permit, applicable standards, conditions, codes or other applicable regulation. Within five days after issuance of written notice, the permittee shall present proof to the City Manager that the violation has been corrected. If such proof has not been presented within the required time, the City Manager may revoke the permit.

Sec. 62.175 Location and relocation of facilities

Subject to applicable federal, state, and local laws, the right-of-way user shall, upon the request of the city, which shall be in writing, locate and/or relocate its facilities situated within any right-of-way, at no expense to the city, where reasonable and necessary to accommodate any city project. The written request provided by the city shall state the date by which the relocation by the right-of-way user shall be completed and a reasonable amount of time shall be provided by the city. When relocation is necessitated by federal government requirements, which includes reimbursements of costs, the city will reimburse applicant for its proportionate share from funds provided to the city in such reimbursements.

Sec. 62.176 Relocation facilities for the city

In the event the city finds it necessary to move a right-of-way user's facilities to protect the right-of-way, any city utilities and/or street, the city shall notify the local representative of the right-of-way user. Right-of-way user shall promptly move or facilitate the relocation of the subject facilities at right-of-way user's sole expense.

Sec. 62.177 Abandoned facilities

(a) A right-of-way user owning abandoned facilities in the right-of-way shall:

- (1) Remove its facilities and repair, at its sole expense, any damage caused by the removal. The City Manager may allow some or all facilities to remain if the City Manager determines same is in the best interest of the public to do so; or

(2) Provide information satisfactory to the city that the right-of-way user's obligations for its facilities in the right-of-way have been lawfully assumed by another authorized right-of-way user.

(b) The facilities of the right-of-way user who fails to comply with this section, and those facilities which remain unused for two years, shall be deemed to be abandoned unless, within the aforesaid two-year period, the city receives written confirmation and reasonable evidence, as solely determined by city, that the right-of-way user intends to use the facilities. The city may exercise any remedies and/or rights it has at law or in equity, including, but not limited to, taking possession of the abandoned facilities or requiring the removal of the facilities by the right-of-way user at the right-of-way user's sole expense.

Sec. 62.178 Underground service requirements

Placement of new utility support structures (poles) shall be prohibited for electrical distribution lines with 60,000 volts and less and all communication utilities, unless otherwise allowed by other law or an existing franchise agreement between the right-of-way user and the city or a PUCT tariff. This does not prohibit replacing existing poles for maintenance purposes.

Sec. 62.179 Location of poles and conduits

All poles in the right-of-way shall be of sound material and straight, and shall not interfere with the flow of water in any gutter or drain, and shall be placed so as not to interfere with vehicular and pedestrian travel. The location and route of all conduits, fiber, cables, utilities and facilities placed and constructed by a right-of-way user in the construction and maintenance of its system in the city shall be subject to the reasonable and proper control, direction and approval of the city. Placement of poles and anchor guys along curvilinear streets shall comply with city ordinances and regulations.

Sec. 62.180 Size and location of aboveground facilities

The maximum dimensions for ground mounted utility structures above the ground in the right-of-way adjacent to streets are seven feet long (parallel to the road), two feet wide (perpendicular to the road) and six feet in height. For

structures three feet or less in height, the width may be 44 inches. This does not include poles. The height of utility structures shall be measured from the lowest grade at any point 18 inches or less from the side of the structure that faces the street to the highest point of the structure. Utility structures exceeding those dimensions shall not be located in the right-of-way adjacent to streets, unless otherwise approved in writing by the City Manager. All aboveground facilities shall be located outside of the corner visibility triangle at all intersections, future intersections and all driveways. No aboveground facilities may be placed in a parkway that is across from a median opening.

Sec. 62.181 Height of overhead line

The user shall ensure all overhead lines are constructed and maintained so that the minimum clearances are in compliance with the National Electrical Code as it exists or may be amended.

Sec. 62.182 Attachments to poles

(a) Nothing shall obligate or restrict a right-of-way user from exercising its rights to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies authorized to operate within the city.

(b) A right-of-way user shall utilize existing pole space, conduit, and other facilities whenever reasonably and/or economically possible.

(c) Antennas must be mounted to the top of the pole, or flush to the pole near the top, in a screen that is coated or painted an approved color to match the pole to camouflage the installation.

(d) Equipment, other than antennas, must be in an underground vault. Vaults must be flush to the ground.

(e) If the existing pole already has more than two existing risers/drops, the pole must be replaced with a metal pole and all wires and cables must be run in conduit inside the pole. The existing drops will also be relocated inside the new pole and underground entry into the pole through the foundation is required. When installation will result in two or

fewer risers/drops on the pole, the wires and cable may be installed as a riser/drop in conduit painted an approved color.

Sec. 62.183 Temporary rearrangement of aerial wires

The right-of-way user shall rearrange its transmission media temporarily as necessary to permit the moving of houses or other bulky structures. The requesting parties shall, pay the reasonable and necessary expense of such temporary rearrangements. The right-of-way user shall in a reasonable time frame and reasonable cost, remove its transmission media in connection with the demolition of unsafe structures, including emergency or ordered demolitions at no cost to the city. The right-of-way user may invoice the requesting parties for the cost of this work, where applicable.

Sec. 62.184 Street closures

(a) All lane closures on any thoroughfare shall comply with TMUTCD, and shall include a lane closure exhibit to be submitted with the permit to the City Manager. The City Manager may require a traffic control plan. Arrow boards and message boards may be required for lane closures on thoroughfares.

(b) Except in an emergency, no thoroughfare shall be closed on weekdays during the hours of 6:30 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m. or outside normal working hours of the city. Every day of the week, all roadways shall be open to traffic by sunset on the same day as the construction.

(c) All lane closures require 24-hour notification of the police and fire departments prior to closing

Sec. 62.185 Site maintenance during construction and prior to full restoration

(a) Erosion control and stormwater management. The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is

established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request of City Manager, the right-of-way user may be required to furnish documentation submitted or received from the federal or state government.

(b) Dust control. The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the job site so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.

(c) Traffic control safety. In the event of noncompliance with the TMUTCD, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the City Manager may revoke the permit, in addition to any other remedies available to the city. At any time the City Manager determines the work threatens public safety, he may take immediate action as necessary including but not limited to, stopping all work, or have a third party make the repairs at the expense of the applicant.

(d) Responsibility for signs, barricades and warning devices. The right-of-way user working in any right-of-way is responsible for the safe movement of traffic, both pedestrian and vehicular, through the construction area. The right-of-way user shall meet all requirements for barricading and traffic control as specified in the TMUTCD.

(1) Only those individuals who are qualified by means of adequate training in safe traffic control practices and have a basic understanding of the principles established by applicable standards and regulations, including without limitation, those in TMUTCD, may place and maintain the traffic control devices in a construction area.

(2) The right-of-way user must either: (i) subcontract the barricading to a firm specializing in traffic control; or (ii) submit the qualifications and name of employees to the right-of-way user manager for approval prior to the work commencing. The right-of-way user must also submit a traffic control plan for review when required by this article. All signs and barricades must conform to the requirements of the TMUTCD.

(3) All barricades, plates, and other traffic control equipment must conform to TMUTCD specifications and must be inspected and maintained by the traffic control representative.

(4) All barricades, plates and other traffic control equipment must display accurate and sufficient information including without limitation, the name of the right-of-way user.

(5) Noncompliance with the TMUTCD shall be cited in writing. In the event of noncompliance after citation, the City Manager may place the necessary devices as required, and the right-of-way user shall reimburse the city for all such expenses as well as \$500.00 for noncompliance. Failure to comply with this provision may result in denial of application for future permits.

(6) All traffic control devices must be removed immediately upon completion of work.

(e) Duty to barricade. At all times during construction activity, the contractor and/or right-of-way user, as applicable, shall place and maintain all necessary and proper barriers and other safeguards, including without limitation, watchmen certified in accordance with the safety training described in this article, if necessary, upon and around the work and for the prevention of accidents, and after daylight hours, shall place, maintain and keep suitable sufficient lights, in accordance with the TMUTCD.

Sec. 62.186 Inspection

The permittee shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

Sec. 62.187 Materials testing

The City will require testing of materials used in construction in or near the right-of-way to determine conformance with city construction specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction

materials as deemed necessary by the City. The right-of-way user shall, at his expense, hire a testing laboratory with current accreditation by the American Association for Laboratory Accreditation, American Association of State Highway and Transportation Officials (AASHTO) or another nationally recognized accreditation agency that verifies compliance with ASTM E 329 and that demonstrates the laboratory's capabilities to perform applicable ASTM or AASHTO test procedures, as may be required.

Sec. 62.188 Duties of persons making excavations or creating obstructions

Any person who shall cause to be made any excavation or obstruction in any street or right-of-way shall not allow the same to remain there beyond a time reasonably sufficient for the completion of the work and/or removal of the obstruction, and shall repair the subject portion of such street and/or right-of-way so as to restore the same to its condition previous to the making of such excavation or obstruction. It shall be the duty of such excavators to protect the area while such condition exists and promptly to repair the same so as to leave the street or right-of-way in as good condition as before the excavation.

Sec. 62.189 Emergency excavations

Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit or duct in or under any street, or right-of-way by virtue of any law, article or permit, from making such excavation as may be necessary for compliance with law or for the preservation of life or property when the necessity arises, provided that the person making the excavation shall notify the City Manager within 24 hours. Except as specifically provided otherwise in this article for excavations authorized by this section the permittee shall be subject to all fees and requirements of this article.

Sec. 62.190 Excavation in streets

Except in case of an emergency there shall be no excavation in any street without the prior written approval of the City Manager. Any request for a permit to excavate a street shall include a description of the proposed work and proposed restoration of the area, as well as a statement of clear and convincing evidence is provided to the City Manager as to

why alternate procedures cannot or should not be used in lieu of excavating a street. All pavement cuts and repairs shall be performed by a contractor with experience in street repair work. Any damage to pavement outside the removal area shall also be repaired subject to approval of the City Manager.

(1) Excavation in Portland cement concrete (PCC) pavement surface. If the existing pavement is PCC, the concrete shall be cut first with a saw to a depth of the full the thickness of the concrete or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the concrete and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.

(2) Excavation in hot mix asphalt concrete (HMAC) pavement surface. If the existing pavement is HMAC, the HMAC shall be cut first with a saw to a depth of the full thickness of the pavement or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the pavement and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.

(3) Jacking and boring. A permittee or right-of-way user shall perform all work in conformance with methods approved by the city and in such a manner as to not interfere or disturb existing or planned infrastructure.

(4) Responsibility of excavated area maintenance. A permittee or right-of-way user shall warrant and be responsible for its repairs in the right-of-way for two years from the completion date of any repair.

Sec. 62.191 Backfill of excavated area

(a) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic bearing plates can be used temporarily in conformance with city requirements. At least one hour prior to beginning permanent backfill operations, the permittee shall notify the City Manager of the time the backfill will begin.

(b) All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times, where excess water cannot be prevented from entering the trench, will be considered temporary and shall be removed as soon as weather permits. All disturbed base material or any base that has been undermined shall be removed and discarded. Compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698 under or near paved surfaces, future paved surfaces or otherwise as determined by City Manager. Outside of pavement surfaces, compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698, and be smoothed, raked, and topsoil and grass or other landscaping installed to match the surrounding conditions.

Sec. 62.192 Right-of-way restoration requirements

(a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit. In the event of circumstances beyond the control of the permittee or when work is prohibited by unseasonable or unreasonable conditions, the City Manager may, in his sole discretion, extend the dates on receipt of a substantiated supplementary application for a permit extension.

(b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a right-of-way user shall be fully repaired promptly by the right-of-way user, at its sole expense, to the reasonable satisfaction of the City Manager with material approved by the City.

(c) After any excavation, the right-of-way user shall, at its expense, restore the right-of-way, trench envelope, pavement structure and the surrounding area, to the same or better condition than it was prior to the excavation. The restoration shall be made in accordance with specifications set forth herein, and the repair shall be covered by a

maintenance bond for two years from the completion date of any repair.

(d) In the event the right-of-way user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the right-of-way user that, unless within five days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the right-of-way user, the city may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the right-of-way user, and right-of-way user, and its surety, shall be liable to the city for any and all cost incurred by the city by reason of such prosecution an completion including, without limitation, the applicable public inconvenience penalty. Nothing contained herein shall limit any other remedies available to the city.

(e) If any excavation cannot be backfilled immediately, the right-of-way user shall securely and adequately cover the excavation and maintain proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

(f) In all right-of-way restoration, the right-of-way user guarantees its work and shall maintain it two years from the date of completion of any restoration. During the period following completion, the right-of-way user shall, in the event of any failure of the restoration, and upon notification from the City Manager, reimburse the city for pavement restoration costs as provided for in this article. Additionally, the right-of-way user, in the event of such failure, shall within 48 hours of notice from the city, repair the subject trench envelope.

(g) The two-year guarantee period shall be applicable to, among others, failure of the pavement surface as well as failure of the trench envelope. Notwithstanding remediation of the pavement structure by the city, the right-of-way user retains repair responsibility at all times during the guarantee period for the trench envelope. In locations where two or more right-of-way users have made repairs in the exact same location, the last right-of-way user to excavate shall be responsible for the two-year guarantee in that location,

unless the City Manager determines, in his sole discretion, that a failure was most likely a result of work performed by another right-of-way user. That right-of-way user shall be responsible for the two-year maintenance period.

(h) All street excavations shall be perpendicular excavations, as possible, unless otherwise approved by the City Manager. Excavations in streets, which are not perpendicular excavations, require block-to-block and curb-to-curb pavement reconstruction or other method of repair approved by the City Manager. All repairs shall be equal or better than that which existed prior to the commencement of any work.

(i) No trench shall be opened for the purpose of laying pipes, conduits or ducts for a distance greater than can be backfilled on the same workday before sunset. Any variance from this requirement must be granted in writing from the City Manager prior to work beginning.

Sec. 62.193 Restoration of pavement

Unless otherwise specified in the permit, restoration of the pavement of any street, alley, right-of-way or other public place shall be performed by the permittee.

(1) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than 200 feet in advance of the pipe, conduit or ducts being placed in the trench, other than with the prior written consent of the City Manager.

(2) All excavations shall comply with the city construction standards, as amended, and requirements of this article. Unless otherwise required by city standards, as amended, or if unusual conditions are encountered, the City Manager may require new standards for compaction, backfill and pavement restoration.

(3) Any excavated pavement, debris and/or other rubble shall be removed, together with any surplus material, within one working day from the time such material is placed upon the street. After backfilling is completed, and prior to repaving the cut, the right-of-way user shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the City Manager.

(4) Whenever any caving occurs in the sidewalks of any excavation, the pavements above such caving shall be cut away, trench backfilled, compacted and sidewalk pavement restored. In no case shall any side or lateral tamping fill any void under a pavement.

Sec. 62.194 Permanent pavement repairs

The right-of-way user will maintain the excavated area until permanent pavement restoration of the excavated area is complete. The right-of-way user shall make the final repairs within seven days on thoroughfares that are classified as major and within 30 days on residential, local and alley streets after the City Manager makes final inspection. Backfill failures shall remain the responsibility of the right-of-way user.

Sec. 62.195 Substandard repair of pavement of right-of-way

In case the pavement or the surface of the street, alley, or right-of-way in, over or near any excavation should become depressed, cracked or broken at any time or fails in any way at any time after the excavation has been made and during the two-year warranty, the right-of-way user shall comply with any applicable obligations of this article, including, without limitation, reimbursement to the city of the cost to restore the street and/or right-of-way.

Sec. 62.196 Failure to complete work within specified time

In the event any work governed by this article is not completed by the right-of-way user within the time required or in accordance with the specifications required herein or by the City Manager, the City Manager may cause such work to be performed as is necessary to secure the work area to a safe and passable condition. The right-of-way user shall reimburse the city for the costs of securing the site.

Sec. 62.197 Removal and reconstruction where work is defective

All construction work in the streets, right-of-ways, sidewalks and public places of the city is declared to be subject to the exclusive control of the city, and whenever, in the sole

opinion of the City Manager, any such work shall not have been duly completed within a reasonable time or shall have been executed in a defective manner, whether because of bad workmanship or materials or because not true to the lines or grades or specification therefor given to him by the City Manager, then upon written demand or notice from the City Manager, such right-of-way user or contractor shall promptly remedy, complete and/or remove and reconstruct such incomplete or defective work all as the City Manager may require, and these provisions shall also apply to all repair and maintenance work. If the contractor or right-of-way user shall fail or refuse to do so within a reasonable time to be specified by the City Manager, then, if required by the City Manager, such work shall be completed or corrected or removed and wholly or partially reconstructed by the city, in such a manner as in the opinion of the City Manager may be necessary to make such work as good as originally required, and such work may be done by contract or otherwise, under the direction of the City Manager, and the contractor or right-of-way user shall reimburse city for any and all cost incurred by the city performing the work described in this subsection.

Sec. 62.198 Cleanup of right-of-way

In every case, and at all times, the work of removing from the right-of-way all obstructions, surplus materials, debris and waste matter of every description caused by and/or accumulated from the excavation shall be the sole responsibility of the right-of-way user. The right-of-way user shall maintain the area on and around the excavation and related work in a clean, safe and orderly fashion at all times during conduct of the excavation and shall clean the same area upon completion of work. Streets shall be cleaned by use of a vacuum street sweeper. The right-of-way user shall clean the surrounding area, as outlined above, within one day upon completion and approval of all trench work and pavement restoration unless the City Manager, sufficient reason therefore having been given to his satisfaction, grants a written extension of time.

Sec. 62.199 Reporting Completion of Work

When the work under permit hereunder is completed, the permittee shall notify the city in accordance with the requirements placed on the permit. The City will schedule a

final walk-through with the contractor to develop a final punch list of items to be remedied.

Sec. 62.200 Effect of article on persons engaged in construction

Any permit issued prior to the adoption of this article will remain subject to the terms and conditions of city ordinances and requirements in effect at the time of issuance of the permit and is not affected by this article, except that, upon expiration or conclusion of the permit, a new or renewal permit must be obtained in accordance with this article.

Secs. 62.201 – 62.220. - Reserved

DIVISION 4. INDEMNIFICATION, INSURANCE, BONDING AND LIABILITY

Sec. 62.221 Liability of right-of-way user

To the extent allowed by law, the right-of-way user shall be liable to the city for any damage or loss occasioned by any act and/or omission occurring in connection with its excavation, and subject to state law, the right-of-way user shall fully indemnify, hold harmless and defend the city, its councilmembers, officers, employees, agents, representatives and volunteers from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the city, its councilmembers, officers, employees, agents, representatives and volunteers may be subjected for injury of any type, death or property damage arising from or connected with any such act and/or omission. The city shall promptly notify a permittee, or right-of-way user, at the address set forth in the permit, or last known address, of any claim, suit or demand served upon the city and alleging negligent or wrongful conduct by the permittee or right-of-way user in connection with an excavation.

Sec. 62.222 Insurance

(a) It shall be unlawful for any person, unless exempt under this Chapter, to construct, reconstruct or repair any sidewalk, driveway, curb or curb and gutter in any street, alley, easement or right-of-way of the city without having first executed and delivered to the city a current policy of liability

insurance in an amount determined by the city, and such insurance must be conditioned as follows: that the principal shall fully indemnify and hold the city harmless from any and all cost, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of the work, or that may arise out of or be occasioned by the performance of such work. The city shall have no duty to perform under this article until such certificate has been delivered to the department.

(b) The city shall be entitled, upon request and without expense before issuing a permit, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the city, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy revisions are established by law or regulation binding upon any party to the policy or the underwriter of such policy). Upon such request by the city, the right-of-way user shall exercise reasonable effort to accomplish such changes in policy coverage, and shall pay the cost thereof.

(c) Right-of-way user shall notify the city in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or ten days' notice for cancellation due to nonpayment of premiums, which notice must be accompanied by a replacement certificate of insurance.

(d) Nothing herein contained shall be construed as limiting in any way the extent to which the right-of-way user may be held responsible for payments of damages to persons (including death) or property resulting from the right-of-way user's, or its subcontractors', performance of the work performed in the public right-of-way.

(e) The city owned utilities shall not be required to provide the insurance specified herein.

(f) With respect to the right-of-way user's obligation to comply with the requirements for commercial general (public) liability insurance coverage, the City Manager may, in his discretion, allow the right-of-way user to self-insure upon annual production of evidence that is satisfactory to show the user has sufficient assets and history of performance to justify the user to self-insure.

Sec. 62.223 Performance/assurance bond

Before a permit shall be issued, the City Manager may, in his discretion, may require the applicant and/or the person or entity for which the applicant is performing, to execute and deliver to the city, to be kept on file with the city, a good and sufficient bond of performance or assurance, in the sum to be determined by the city and conditioned that the person making the application shall promptly adjust, pay and settle all legitimate claims for damages that may result by reason of carelessness or negligence in the manner of performing such work or by reason of any defects therein caused or arising from careless, negligent or imperfect construction thereof, and to hold the city, its councilmembers, officers, employees, volunteers, agents, and representatives, free and harmless from liability on all such claims for damages to the performance or assurance bond which shall cover the cost of repairs in or upon the street, sidewalk or other public place where the work is to be done that may become necessary by reason of such cut or excavation having been made. The bond shall be maintained until the work is accepted by the city.

Sec. 62.224 Liability of contractor and sureties for maintenance and repair work

Any defects of workmanship or material relating to work done by an excavator during the initial project or becoming known, or which should have been known, during the guarantee period (the two years) shall be known as maintenance or repair work, and both the excavator and the sureties and/or the contractor's bond shall be fully liable for any default of such contractor under this section. In the event of a failure in the restoration of an excavation, the right-of-way user shall, at its sole expense, have one opportunity to repair, in a timely manner, the section of the restoration that has failed, which repair shall be in accordance with the standards set forth in this article. In the event of any subsequent failure of that section of the restoration, the city retains the right and option to terminate the right-of-way user's guaranty, upon written notice to the right-of-way user. In such event, the right-of-way user shall reimburse the city for its direct costs associated with the repair of the failure of the restoration work.

Sec. 62.225 When additional security required

In the event the City Manager reasonably believes the contractor's or right-of-way user's solvency is threatened, the City Manager may, at any time, make written demand on a contractor and/or right-of-way user for bonds, and the contractor and/or right-of-way user shall immediately furnish such additional bond or bonds to the city.

Sec. 62.226 Decision of City Manager binding on contractor, right-of-way user and sureties

If any question arises as to when any work was actually begun or other specific dates, the decision of the City Manager shall be conclusive on the contractor, right-of-way user, and the sureties on all such bonds.

Secs. 62.227 – 62.240. - Reserved

DIVISION 5. VARIANCES AND EXEMPTIONS

Sec. 62.241 Variance/exemptions

A permittee or right-of-way user may request a variance from any of the requirements of this article by filing a written request with the City Manager stating the requirement and the basis for the variance. The City Manager may reject incomplete variance requests. The applicant shall bear its own expenses of the application process.

(1) Any request for a variance from any right-of-way restoration requirement shall be made in writing, in advance of any contemplated work and shall be accompanied by digitally formatted detailed plans of the substituted reconstruction and/or repair of the excavated area, if applicable.

(2) Any request for an exemption and/or variance from any penalty and/or fee, other than as provided in this article, shall be made in writing, and shall be accompanied by a written detailed request stating the reasons therefore.

(3) Any request for an exemption and/or variance from any permit, or any other requirement of this article shall be made in writing, stating in detail all reasons for the requested exemption and/or variance.

(4) The department shall grant or deny an application for a variance and/or exemption within ten days of receipt of the application for variance and/or exemption.

(5) Denial of the variance may be appealed in accordance with Section 62-141.

Secs. 62.243 – 62.260. - Reserved

DIVISION 6. CERTIFIED TELECOMMUNICATION PROVIDERS

Sec. 62.261 Certificated telecommunications providers authority required/nonexclusive use

A CTP must provide evidence that the CTP has acquired authorization from the PUCT pursuant to state law, prior to obtaining a permit to use public right-of-way. The CTP's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Act and all other state or federal laws.

Sec. 62.262 Transfer and notice

A CTP shall notify the City Manager of any sale, transfer, merger or assignment of the ownership or control of a CTP's business within 30 days of such sale, transfer, merger or assignment. A CTP shall also maintain and provide current point-of-contact information with the City Manager at all times during which the CTP uses the right-of-way.

Sec. 62.263 Exemption from fees

CTPs are exempted from the following fees provided for in this article:

- (1) Permit application fee, including expedited application fee and permit expiration fee;
- (2) Additional permit fee;
- (3) Saturday inspection fee;
- (4) Registration fee.

Sec. 62.264 Waiver bonds

Unless determined otherwise by the City Manager a CTP will be exempt from the bonding requirements of this chapter, however, in the event that the City Manager determines, based upon reasonable grounds, that a bond is necessary to protect the public assets, and/or the health and safety of the public, then the City Manager may require that a CTP post a reasonable bond not to exceed \$100,000.00. Factors to be considered in determining reasonable grounds may include, but are not limited to, a conviction for violation of this article, a general pattern of substandard adherence to the provisions of this article or the failure to comply with this article. If three years pass from the date that the City Manager requires a bond of a CTP and it has not been necessary for the city to seek performance under the bond, then a bond will no longer be required pursuant to this section.

Sec. 62.265 CTP indemnity

A CTP shall indemnify the city as specified by Texas Local Government Code Section 283.057, as may be amended. A CTP shall be exempt from all indemnity requirements of this article that are inconsistent with Texas Local Government Code Section 283.057, as amended.

Secs. 62.266 – 62.280. - Reserved

DIVISION 7. NETWORK PROVIDERS

Sec. 62.281 Network providers authority required/nonexclusive use

A network provider must provide evidence that the network provider has acquired all required authorization pursuant to state law, prior to obtaining a permit to use public right-of-way. The network provider's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Texas Local Gov't Code Chapter 284 and all other state or federal laws.

Sec. 62.282 Transfer and notice

A network provider shall notify the City Manager of any sale, transfer, merger or assignment of the ownership or control of a network provider's business within 30 days of such sale, transfer, merger or assignment. A network provider shall also maintain and provide current point-of-contact information with the City Manager at all times during which the network uses the right-of-way.

Sec. 62.283 Network Provider indemnity

A network provider shall indemnify the city as specified by Texas Local Government Code, as may be amended.

Sec. 62.284 Compliance with Design Manual

A network provider shall comply with the city Design Manual for the Installation of Network Nodes and Node Support Poles, as amended by the City Manager.

Secs. 62.285 – 62.300. - Reserved

DIVISION 8. MISCELLANEOUS

Sec. 62.301 Penalty provision

Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law."

SECTION 4: ADOPTING A PUBLIC RIGHT-OF-WAY WIRELESS COMMUNICATION FACILITIES DESIGN MANUAL

From and after the effective date of this Ordinance, the City of Farmersville, Texas, Public Right-of-Way Wireless Communication Facilities Design Manual, Dated August,

2017, attached to this Ordinance is hereby adopted and effective immediately.

SECTION 5: THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY DELETING EXISTING ARTICLE V, "EXCAVATION; MOVING; BURNING" IN ITS ENTIRETY AND REPLACING SAID ARTICLE WITH A NEW ARTICLE V ENTITLED "RIGHT-OF-WAY MANAGEMENT, MOVING, BURNING," TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT ORDINANCE

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule," is hereby deleting existing Article V, "Excavation; Moving; Burning" in its entirety and replacing said article with a new Article V entitled Right-of-Way Management, Moving, Burning" to read as follows:

"ARTICLE V. - RIGHT-OF-WAY MANAGEMENT, MOVING, BURNING"

Sec. 5-1. – Right-of-Way Management.

Permit	
Any or cutting of street	\$200.00
Small cell application fee. (This fee shall not exceed and is capped by statutory limits):	\$500.00 (1-5 network nodes); \$250.00 (each additional network node); \$1,000.00 per pole
Small cell user fees. (This fee shall not exceed and is capped by statutory limits):	\$250.00 annually for each network node; \$20.00 per year for City pole attachment
Transport Facility monthly user fee. (This fee shall not exceed and is capped by statutory limits):	\$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed

Permit	
	transport facilities provide backhaul, until the time the network provider's payment to the City exceeds its monthly aggregate per month compensation to the City.

Sec. 5-2. - Moving building permit.

PERMIT	
Moving of buildings from, into, or within City	\$50.00
Certificate of Occupancy	\$194.50

Sec. 5-3. - Burn permits.

BURN PERMIT	
Burn Permits — City does not allow burning within the Corporate Limits of the City of Farmersville	No permits are issued.

SECTION 6. SEVERABILITY

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

SECTION 7. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of

those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 8. PENALTY

Any person, firm, partnership, corporation, or other entity violating any provision contained in this Ordinance shall, upon conviction, be fined an amount not more than \$500.00; and each day a violation exists shall be deemed a separate offense. A culpable mental state is not required.

SECTION 9. PUBLICATION

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

SECTION 10. ENGROSSMENT AND ENROLLMENT

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

SECTION 11. SAVINGS

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

SECTION 12. EFFECTIVE DATE

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

[Remainder of page intentionally left blank.]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS on first and final reading on the ____ day of _____, 2017, at a properly scheduled meeting of the City Council, there being a quorum present, and approved by the Mayor on the date set out below

APPROVED this ____ day of August, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney

City of Farmersville, Texas
Wireless Services (Small Cells) Design Manual

I.
Purpose

1.1. Purpose.

- A. The City of Farmersville (City) encourages the deployment of state-of-the-art small cell wireless technology within the City for the many benefits it promises the citizens of Farmersville including increased connectivity and reliable networks and services.
- B. The City recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public.
- C. As expressly allowed by Chapter 284 of the Texas Local Government Code and pursuant to its police power authority reserved in Section 284.301, the City adopts this *Wireless Services Design Manual* ("Design Manual") to meet its fiduciary duty to the citizens of the City; protect the health, safety and welfare of the public by minimizing and reducing impacts to public safety within the City's Right-of-Way; and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.
- D. Due to the increasing number of facilities in the City's Right-of-Way, the City has adopted the "Right-of-Way Management" Chapter which is applicable to all public service providers including Wireless Service Providers or Network Providers (collectively, "Providers") as defined by Chapter 284 of the Texas Local Government Code.
- E. In addition, the City has adopted this *Wireless Services Design Manual* to provide technical criteria and details necessary for Providers seeking to install and construct network nodes and node support poles in the City's Right-of-Way.
- F. Providers shall adhere to the requirements found in the "Right-of-Way Management" Chapter, Right-of-Way and Construction Manual, this *Wireless Services Design Manual* and the City's other applicable Manuals and Ordinances for the placement of their facilities within the City's Right-of-Way.

- G. To the extent of any conflict with the Right-of-Way and Construction Manual, this *Wireless Services Design Manual* shall control with regard to a Provider.
- H. This *Design Manual* is for siting and criteria for the installation of Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Chapter 284 of the Texas Local Government Code. This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

II. Definitions

For purposes of this *Wireless Services Design Manual* the following terms shall have the same meanings herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

"Abandon" and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

"ADA" means the Americans with Disabilities Act as codified at 42 U.S.C. 12101 et seq.

"Applicable codes" means:

- A. uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- B. local amendments to those codes to the extent not inconsistent with Chapter 284.

"City" means the City of Farmersville, Texas and the City's officers and employees.

"City Manager" means City Manager of the City or their designee.

“Collocate” and “collocation” means the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

“Concealment” or “Camouflaged” means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Section 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

“Decorative pole” means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

“Design District” means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

“Distributed Antenna System” or “DAS” shall be included as a type of “Network Node.”

“Easement” means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. “Easement” shall include a private easement used for the provision of utilities.

“Highway right-of-way” means right-of-way adjacent to a state or federal highway.

“Historic district” means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

“Law” means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

“Local” means within the geographical boundaries of the City.

“Location” means the City approved and lawfully permitted location for the Network Node.

“Macro tower” means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

“Micro network node” means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

“Municipal park” means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

“Municipally owned utility pole” means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way

“Network node” means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

- A. includes:
 - 1. equipment associated with wireless communications;
 - 2. a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
 - 3. coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
- B. does not include:
 - 1. an electric generator;
 - 2. a pole; or
 - 3. a macro tower.

“Network provider” means:

- A. a wireless service provider; or
- B. a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - 1. network nodes; or
 - 2. node support poles or any other structure that supports or is capable of supporting a network node.

“Node support pole” means a pole installed by a network provider for the primary purpose of supporting a network node.

“Permit” means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

“Pole” means a service pole, municipally owned utility pole, node support pole, or utility pole.

“Private easement” means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

“Provider” has the same meaning as “Network Provider.”

“Public Right-of-Way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include a private easement or the airwaves above a public right-of-way with regard to wireless telecommunications.

“Service pole” means a pole, other than a municipally owned utility pole, owned or operated by the City and located in a public right-of-way, including:

- A. a pole that supports traffic control functions;
- B. a structure for signage;
- C. a pole that supports lighting, other than a decorative pole; and
- D. a pole or similar structure owned or operated by the City and supporting only network nodes.

“Small cell” shall be included as a type of “Network Node.”

“Street” means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

“SWPPP” shall mean Storm Water Pollution Prevention Plan.

“TAS” means Texas Accessibility Standards.

“Traffic Signal” means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

“Underground Requirement Area” means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

“User” means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

“Utility pole” means a pole that provides:

- A. electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- B. services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Texas Utilities Code.

“Wireless service” means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

“Wireless service provider” means a person that provides wireless service to the public.

“Wireless facilities” mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code, Chapter 284.

The definitions as used in Texas Local Government Code, Chapter 284, Section 284.002 shall be used in this Design Manual.

III.

Locations of Wireless Facilities and Related Ground Equipment.

3.1. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

A. Municipal Parks and Residential Areas.

1. In accordance with Chapter 284, Section 284.104(a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City’s discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:
 - a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area

measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

- b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
2. In accordance with Chapter 284, Section 284.104(b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
3. Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

B. Historic District and Design Districts.

1. In accordance with Chapter 284, Section 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.
2. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.
3. The City requests that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in a Historic District.
4. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.
5. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

C. Historic Landmarks.

A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

D. Compliance with Undergrounding Requirements.

1. In accordance with Chapter 284, Section 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
2. Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.
3. Each permit application shall disclose if it is within an area that has undergrounding requirements.

3.2. Least Preferable Locations.

A. Residential Areas and Parks.

1. A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
2. In accordance with Chapter 284, Section 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

B. Historic Districts and Design Districts.

A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design District or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

3.3. Most Preferable Locations

- A. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
- B. *Highway Rights-of-Way areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
- C. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3.4 Designated Areas.

- A. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.
- B. Currently designated *Historic Districts* are:
 - 1. Historic District Number 1 (which numeric designation is for purposes of this Design Manual) is the area referred to as the _____. Its boundaries are identified on Exhibit A attached hereto and incorporated herein by reference for all purposes allowed by law.
 - 2. Historic District Number 2 (which numeric designation is for purposes of this Design Manual) is the area referred to as the _____. Its boundaries are identified on Exhibit B attached hereto and incorporated herein by reference for all purposes allowed by law.
 - 3. Historic District Number 3 (which numeric designation is for purposes of this Design Manual) is the area referred to as the _____. Its boundaries are identified on Exhibit C attached hereto and incorporated herein by reference for all purposes allowed by law.
 - 4. Historic District Number 4 (which numeric designation is for purposes of this Design Manual) is the area referred to as the _____.

_____. Its boundaries are identified on Exhibit D attached hereto and incorporated herein by reference for all purposes allowed by law.

C. Currently designated *Design District* areas are:

1. Design District Number 1 is the area referred to as the Entertainment District as identified in Resolution/Ordinance No. _____.
2. Design District Number 2 is the area referred to as the Downtown Overlay District as identified in Resolution/Ordinance No. _____.

D. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

E. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas. Currently designated *Underground Compliance Areas* are:

1. Underground Compliance Area Number 1 is the area referred to as _____ its boundaries are: _____.
2. Underground Compliance Area Number 2 is the area referred to as _____ its boundaries are: _____.

3.5. Exceptions

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sections 284.109 and 284.110.

3.6. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

- A. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles),

with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

- B. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.
- C. *Municipal Service Poles:*
 - 1. *Non-decorative street lights* with a height of more than 20 feet.
 - 2. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sections 285.056 and 284.101(a)(3) and (b).
 - 3. *Street signage* shall be a low priority use for attachment of a Network Node.
 - 4. *Other municipal Service pole* use is discouraged.
- D. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.
- E. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

IV. Guidelines on Placement

4.1. Generally.

In accordance with Chapter 284, Section 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

- A. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- B. obstruct the legal use of a public right-of-way by other utility providers;
- C. violate nondiscriminatory applicable codes;
- D. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this *Design Manual*.

- E. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

4.2. Permitting.

- A. Prior to installation or modification of Wireless Facilities, Provider shall complete and submit to the City a Right-of-Way Permit application. Along with standard required documents, the following items will be required for the Right-of-Way Permit application:
 - 1. *Permit fee.* The Provider shall submit the permit fee as set forth in Chapter 284.
 - 2. *Map.* Aerial Map showing the location of the proposed or existing pole to which the network node is proposed to be attached, and a street view image.
 - 3. *Distance Analysis.* Analysis showing that the proposed new node support pole is spaced at least three hundred (300) linear feet from another existing pole that is capable of supporting Wireless Facilities along the proposed location, unless otherwise approved by the City in writing.
 - 4. *Size Limits.* The Provider shall provide scaled dimensioned drawings or pictures with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Section 284.002, size of a Micro Network Node, Section 284.003, Size of Network Nodes, and Section 284.103, maximum pole height, with each application and with each request for a permit for each location. The drawings or pictures shall indicate the spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances. This shall include a before-and-after street view image. The after-image needs to include the proposed pole and all proposed attachments and associated standalone equipment.
 - 5. *Plans.* A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.
 - 6. *Confirmation of non-interference with City Safety Communication Networks.* The Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other City

communications components in accordance with Chapter 284, Section 284.304. It shall be the responsibility of Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed network node. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

7. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.
 8. *Locates.* Upon approval of the permit, the Provider shall call for locates. If City of Farmersville Water Utility locates are needed, Provider is required to contact Farmersville Water Utilities at
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B. Electrical Permit.

1. Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. Provider's electrical supply shall be separately metered from the City and must match City infrastructure voltage.
2. Provider shall provide City with the electrical permit and provide sealed engineered drawings for conduit size, circuit size, calculations for Amp, distances running, etc.
3. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.
4. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Section 284.002(12)(B)(1).
5. The electrical meter shall not be mounted on City's poles or structures. Provider shall use 240 voltage when connecting to any City infrastructure and provide key to meter upon inspection.

4.3. Improperly Located Network Node facilities, Node Support Poles and related ground equipment.

- A. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.
- B. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way Management ordinance and other applicable ordinances concerning improperly located facilities in the rights-of-way.

4.4. Underground Requirement Areas.

- A. In accordance with Chapter 284, Section 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
- B. If a location is designated by the City to transition to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

4.5. Network Node facilities placement:

- A. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.
- B. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Section 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
- C. *Protrusions.* In accordance with Chapter 284, Section 284.003 (a) (1) (C), Section 284.003 (a) (2) (C) and Section 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet. The pole and all attachments to the pole that are projecting, or any equipment or appurtenance mounted on the ground shall comply with TAS, ADA and shall not obstruct an existing or planned sidewalk or walkway.
- D. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

4.6. New Node Support Poles.

- A. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.
- B. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Section 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:
 - 1. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
 - 2. 55 feet above ground level.
- C. *Wooden poles are prohibited.* All new poles are required to be break-away and black powder-coated. All attachments for the network nodes

shall also match the color of the node support pole. All node support poles shall match the existing poles in the surrounding block or district in which the node support pole is located in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.

4.7. Ground Equipment.

- A. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.
- B. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager in writing.
- C. *Minimize Ground equipment density:* In accordance with Chapter 284, Section 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4.8. Municipal Service Poles.

- A. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Section 285.056 and Section 284.101 (a) (3), and (b).
- B. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the City with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.
- C. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Section 285.108 (a) (1) - (2) and if a Network Node attachment is projecting

toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

D. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Section 285.056 and Section 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

1. Be encased in a separate conduit than the traffic light electronics;
2. Have a separate electric power connection than the traffic signal structure; and
3. Have a separate access point than the traffic signal structure.

E. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

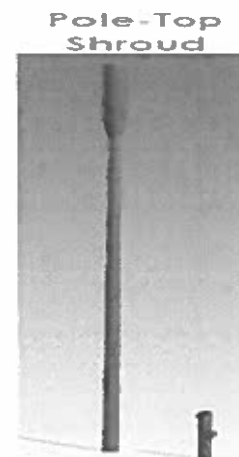
1. Be encased in a separate conduit than any City signage electronics;
2. Have a separate electric power connection than the signage structure;
3. Have a separate access point than the signage structure.

V.

General Aesthetic Requirements

5.1. Concealment.

- A. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.
- B. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Provider shall submit their proposal for camouflage with the permit application. Shroud poles, as shown in the image, are encouraged.



- C. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

5.2. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

5.3. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Section 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

5.4. Allowed Colors.

Colors in Historic Districts and Design Districts must be approved by the City Manager from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

VI. Installation and Inspection

6.1. Installation.

Provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in strict accordance with the requirements promulgated by the *Wireless Services Design Manual*, "Right-of-Way Management" Chapter, Public Right-of-Way Permitting and Construction Manual and all other applicable laws, ordinances, codes, rules and regulations of the City, the state, and the United States ("Laws"), as such may be amended from

time to time to the extent not inconsistent with Chapter 284, Texas Local Government Code. Provider's work shall be subject to the regulation, control and direction of the City. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the network nodes and node support poles shall be in compliance with all applicable codes and Laws.

6.2 Inspections.

The City may perform visual inspections of any micro network node, network nodes, node support poles, and related ground equipment located in the Right-of-Way as the City deems appropriate without notice. If the inspection requires physical contact with the micro network node, network nodes, node support poles or related ground equipment, the City shall provide written notice to the Provider within five business days of the planned inspection. Provider may have a representative present during such inspection.

In the event of an emergency situation, the City may, but is not required to, notify Provider of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify Provider as soon as practically possible after remediation is complete.

VII. Interference with Operations

7.1. No Liability

- A. The City shall not be liable to Provider for any damage caused by other Providers or for failure of Provider's micro network nodes or network nodes for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks.
- B. The City shall not be liable to Provider by reason of inconvenience, annoyance or injury to the network nodes or node support poles or activities conducted by Provider therefrom, arising from the necessity of repairing any portion of the Right-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Right-of-Way, or in, or to, City's fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Provider's operation of its network nodes or node support poles.

7.2. Signal Interference with City's Communications Infrastructure Prohibited.

- A. *No interference.* In the event that Provider's micro network nodes or network nodes interferes with the City's traffic signal system, public safety radio system, or other City communications infrastructure operating on

spectrum where the City is legally authorized to operate, Provider shall promptly cease operation of the network nodes causing said interference upon receiving notice from the City and refrain from operating. Provider shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

B. *Protocol for Responding to Event of Interference.* The protocol for responding to events of interference will require Provider to provide the City an Interference Remediation Report that includes the following items:

1. Remediation Plan. Devise a remediation plan to stop the event of inference;
2. Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and
3. Additional Information. Include any additional information relevant to the execution of the remediation plan.

In the event that interference with City facilities cannot be eliminated, Provider shall shut down the micro network nodes or network nodes and remove or relocate the micro network nodes or network node that is the source of the interference as soon as possible to a suitable alternative location made available by City.

C. Following installation or modification of a micro network node or network node, the City may require Provider to test the micro network node or network node's radio frequency and other functions to confirm it does not interfere with the City's Operations.

VIII.

Insurance, Indemnity, Bonding and Security Deposits

8.1. Insurance, Bonding and Security Deposits.

Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

8.2. Indemnity.

Indemnity shall be in accordance with Chapter 284, Section 284.302, as provided for in Chapter 283, Section 283.057 (a) and (b) of the Texas Local Government Code.

IX.
Requirements for Removal, Replacement, Maintenance and Repair

9.1 Removal or Relocation by Network Provider.

- A. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.
- B. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

9.2 Removal or Relocation Required for City Project.

- A. In accordance with Chapter 284, Section 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.
- B. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.
- C. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.
- D. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 120 days of the City's

notice, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

- E. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

9.3. Removal Required By City For Safety And Imminent Danger Reasons.

- A. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment:
 - 1. is necessary to protect the public health, safety, welfare, or City property;
 - 2. the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property; or
 - 3. Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- B. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

9.4 Abandonment of Facilities.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 120 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 120 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

X. GENERAL PROVISIONS.

10.1 As Built Maps and Records.

- A. Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way. Provider shall maintain a list of its network nodes and node support poles and provide City an Inventory of locations within ten (10) days of installation. The Inventory of network nodes and node support poles shall include GIS coordinates, date of installation, City pole ID number (if applicable), type of pole used for installation, pole owner, and description/type of installation for each network node and node support pole installation. Network Provider will provide additional maps to the City upon request.
- B. Upon City's written request, Provider shall provide a cumulative Inventory within thirty (30) days of City's request. Concerning micro network nodes, network nodes and node support poles that become inactive, the Inventory shall include the same information as active installations in addition to the date the network node and/or node support pole was deactivated and the date the network node and/or node support pole was removed from the Right-of-Way. City may compare the Inventory to its records to identify any discrepancies.

10.2. Allocation of Funds for Removal and Storage.

The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

10.3. Ownership.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

10.4. Tree Maintenance.

Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

10.5. Signage.

- A. Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.
- B. Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

10.6. Graffiti Abatement.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and

related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

10.7. Restoration.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

10.8. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

10.9. Reservation of Rights.

- A. The City reserves the right to install, and permit others to install, utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Provider for any damage caused by those persons or entities.
- B. The City reserves the right to locate, operate, maintain, and remove City traffic signal poles in the manner that best enables the operation of its traffic signal system and protect public safety.
- C. The City reserves the right to locate, operate, maintain, and remove any City pole or structure located within the right-of-way in the manner that best enables the City's operations.

10.10. Design Manual – Updates

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

EXHIBIT A

Historic District Number 1

Exhibit B

Historic District Number 2

Exhibit C

Historic District Number 3

Exhibit D

Historic District Number 4

VII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider, discuss and act upon temporary living in recreational vehicle on property located on Prospect Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon leasing agreement with NEC regarding phone contract for public safety.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. Public Safety Agreement 2. Public Safety Leasing NEC SV-9100 3. Public Safety NEC SV-9100 4. NEC Application
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



10525 Newkirk St., Suite 220, Dallas, TX 75220
Phone (214) 352-5000 Fax (214) 350-4178

PURCHASE AGREEMENT

AGREEMENT NUMBER: _____

DATE: 8 August 2017

PROPOSED CUTOVER DATE: _____

THIS AGREEMENT made and entered into by and between National Telesystems Inc., with principal office in Dallas, Texas, hereinafter referred to as "Company", and City of Farmersville - Public Safety

whose address is 134 N. Washington Farmersville, TX 75442

hereinafter referred to as "Purchaser". WITNESSETH: The Purchaser hereby buys and the Company hereby sells the following telephone equipment and/or service which is more fully described below. Company also agrees to install said equipment in the following location:

Same address as above ☐

QUANTITY	DESCRIPTION
1	NEC SV-9100 phone system installed, programmed, and trained per attached "Schedule A." Five year warranty on equipment, three years software assurance, and two years labor. Includes NTI Bulk Discount and trade-in of existing system.

The Purchaser agrees to purchase the said equipment and / or services and to pay the Company a price of \$ 11,872.00 plus applicable sales taxes for such equipment and services. The terms and payment shall be as follows:

OPTION 1 – CASH PURCHASE: % down payment due at time of execution of Agreement (not including sales tax).....\$ _____

Check Here For Cash Purchase	% Balance due on date of cutover of equipment into the telephone company system (not including sales tax).....\$ _____
	% Sales Tax (due on date of cutover).....\$ <u>0.00</u>
	Total Payment (including sales tax).....\$ <u>11,872.00</u>

OPTION 2 – LEASE PURCHASE: 2 Lease payments in advance (not including sales tax).....\$ 496.48

Check Here For Lease Purchase	Monthly Payment: (does not include sales tax; sales tax will be billed by leasing company).....\$ <u>248.24</u>
	Lease Term.....Months: <u>60</u>
	Lease Buyout.....Option: <u>FMV</u>

Note: Installation will not begin until Purchase Order has been received from Leasing Company. Lease terms based upon credit approval and acceptance.

THIS AGREEMENT IS SUBJECT TO EACH AND EVERY TERM, CONDITION, RESERVATION, AND QUALIFICATION SET FORTH ON ALL PAGES OF THIS AGREEMENT. NO AGREEMENTS OR UNDERSTANDING SHALL BE BINDING ON EITHER OF THE PARTIES HERETO UNLESS ACCEPTED IN WRITING BY COMPANY AND PURCHASER OR EXPRESSLY SET FORTH HEREIN.

THIS CONTRACT IS NOT BINDING UPON THE COMPANY UNTIL ACCEPTED AND APPROVED BY A PRINCIPAL OF THE COMPANY.

COMPANY
NATIONAL TELESYSTEMS, INC.

PURCHASER

BY Jim Richardson 8 August 2017

BY _____
Sales Representative

Company Name (if applicable)

X

Authorized Signature

Title

Principal

Printed Name

Date

(A) **Installation:** Company will furnish all necessary material, tools, and labor necessary to install the equipment described in this Agreement in the premises described in this Agreement, to the end that said equipment functions in a satisfactory manner for the purposes intended. Further, Purchaser agrees that Company shall not be held liable for commercial loss, inconvenience or otherwise that may occur during the installation of the equipment described in this Agreement.

(B) **Limited Warranty:** Company hereby warrants to the original Purchaser all equipment described in this Agreement hereof shall be free of defects of workmanship or material for a period of ninety (90) days from date of installation unless otherwise specified elsewhere in this Purchase Agreement (hereinafter the "Warranty Period"). Terms and conditions expressed or implied of Company's performance during the Warranty Period shall be limited to the terms and conditions as set forth in the Equipment Service Agreement. A copy of the Equipment Service Agreement will be furnished upon request by the Purchaser. Purchaser agrees that warranty remains in effect during the Warranty Period only if Purchaser's account remains current. Upon expiration of warranty, Company reserves the right to commence Equipment Service Agreement coverage and in preparation of such coverage, reserves the right to invoice Purchaser 30 days prior to warranty expiration at prevailing Equipment Service Agreement rates. Payment must be received by Company before Equipment Service Agreement coverage will begin. If Purchaser opts to decline the Equipment Service Agreement, Purchaser must notify Company in writing, either by letter or by simply noting "Declined" on the invoice and returning it to Company a minimum of 2 weeks before warranty expiration date. If Purchaser declines the Equipment Service Agreement, Company will service this account on a time and materials billing basis at prevailing rates. Company reserves the right to void warranty and withhold all service, including warranty service, if Purchaser's account becomes delinquent at any time during the Warranty Period. The warranty may be reinstated if a delinquent account is brought current. Purchaser agrees to hold Company harmless for any commercial loss or inconvenience as a result of services withheld due to payment delinquency on their account. Labor and parts warranties are excluded from claims resulting from but not limited to the following: Acts of God (including but not limited to lightning, flood, fire, earthquakes, and power surges), misuse of equipment, accidents, sabotage, lack of operational training, neglect, or damage from accident caused by Purchaser or a third party unless otherwise specified in this Purchase Agreement. Any services, additions, or changes to the telephone system by personnel other than those authorized by Company shall make completely null and void any warranty from Company. In addition, many systems installed by Company are password protected to insure warranty protection. Pursuant to the terms of this Agreement, the Purchaser recognizes that Company's password shall remain the property of Company and will not be divulged at any time. Should the Purchaser notify Company that it intends to terminate this Agreement or any Agreement with Company, and requires programming access from another party, Company will withdraw its password setting and return the system technician level password to its default setting within three (3) business days of Purchaser's request to take such action. At that point, any and all warranty from Company will be totally void. Due to the periodic changes by major software developers and equipment manufacturers in both software and hardware areas, there is no guarantee, implied or otherwise, that system software and peripherals will be compatible with outside manufacturers' equipment or software unless specifically detailed elsewhere in this Agreement. If such a clause is included, that guarantee is in effect only until a change in either hardware or software from any associated component is applied. Additional warranty limitations are delineated in the Equipment Service Agreement.

(C) **Breach of Contract by Purchaser:** This Purchase Agreement is a binding business contract. Should the Purchaser decide to break or not perform per the contract at any time after signature of agreement, the Purchaser shall be responsible for a restocking and processing fee equivalent to 25% of the contract, compensatory damages, consequential and incidental damages, depreciation costs of any delivered equipment, labor costs (both on-site and in-house) expended, and all expectation damages.

(D) **Title and Ownership:** Title to said property and right of possession thereto shall be and remain in Company until full purchase price set forth in this Agreement hereof is paid. It is agreed that all sums due under this contract but not paid within thirty (30) days following that due date shall bear interest at the rate of 1-1/2% per month (18% per annum - but in no event exceed the maximum rate of interest allowed by law) until the principal and interest thereon is paid in full. Purchaser shall not sell, transfer, pledge, mortgage or dispose of any of Company's property without written consent of Company until full purchase price has been paid. All accounts or monies due Company shall be due and payable at the office of Company in Dallas, Dallas County, Texas. All prices are in U.S. dollars and all payments should be made in U.S. dollars. Purchaser realizes that purchase options described in this agreement are mutually exclusive. Lease options may be provided and fulfilled by a third party leasing company, and Company reserves the right to transfer the financial rights of this agreement to such a third party. As such, funding amount of lease to Company will not necessarily be reflective of cash purchase price option.

(E) **Default:** Time is of the essence hereunder. If Purchaser fails to pay any installment when due or fails to pay the total contract price when due, Company may remotely terminate certain or all system functions from Company's offices, and/or enter upon said premises and remove the equipment therefrom without the necessity of legal process, notice or demand. Purchaser agrees to this stipulation without exception.

(F) **Installation Delays:** Company agrees to make every effort to meet the requested date of installation as set forth in this Agreement hereof. Purchaser agrees that Company shall not be liable for a delayed installation if such failure is caused by delays in construction, labor dispute, port embargoes, internal disturbances in this country or at point of manufacture of the equipment, or for any other reason beyond the control of Company. Purchaser also agrees to supply Company with an enclosed secured area at the installation site for the purposes of storing equipment during the installation period. Further, Purchaser agrees to notify Company in a reasonable amount of time of any changes in the requested date of installation caused by construction delays or otherwise. If Purchaser delays installation for more than 90 days for reasons other than those delineated above, Purchase Agreement shall become payable in full.

(G) **Limitation of Liability:** Company shall not be liable for incidental or consequential damages resulting from the performance or use of any goods or services due to the breach of contract, breach of warranty or negligence of Purchaser, including but not limited to loss of business, inconvenience or for any service not expressly provided herein. Company will be given a reasonable amount of time to make any repairs to its equipment or products after receiving notice from Purchaser to perform such functions. Company will not be liable to Purchaser for any downtime for any repairs that are delayed due to product unavailability. Company agrees to use its best efforts to make any warranty claim repairs in the most efficient manner possible and within a reasonable time period. THIS LIMITATION OF LIABILITY EXTENDS TO ANY DAMAGES OF WHATEVER NATURE RESULTING FROM PURCHASER'S USE OF THE PRODUCT OR EQUIPMENT RELATING TO ENGINEERING RECOMMENDATIONS, SALES RECOMMENDATIONS, TECHNICAL ASSISTANCE, ADVICE OR DATA SUPPLIED BY NATIONAL TELESYSTEMS, INC. TO PURCHASER. IN NO EVENT SHALL COMPANY'S LIABILITY TO PURCHASER EXCEED THE PRICE OF THE MATERIALS FURNISHED. Company shall not be responsible for any failure to perform due to causes beyond its control, including but not limited to, fire, storm, flood, earthquake, accidents, acts of a public enemy, war, rebellion, insurrection, sabotage, epidemic, labor disputes, labor shortages, transportation embargoes, inability to obtain product, acts of God or the Federal Government or agency thereof.

(H) **Conferencing Capabilities:** Many (but not all) telephone systems sold and provided by Company allow multiparty conferencing. During conferencing, there is an audio transmission decibel loss between the parties that is especially noticeable in analog systems and when bridging two or more outside parties to an internal station. The transmission loss will be especially apparent to the outside parties, as the decibel loss will be compounded by line loss. Company suggests either conference line amplifiers or the use of the telco conferencing network for companies requiring conferencing for business applications. Purchaser agrees that Company shall not be held liable for any loss incurred by transmission loss during conferencing.

(I) **Feature Disclaimer:** Some telephone systems sold and serviced by Company offer Barge-In and Conversation Record features. These features, as well as others, possibly have applications which may be regulated by state and Federal laws. Company nor the telephone system manufacturer shall be liable for legal or inappropriate use of any of these features. It is the responsibility solely of the Purchaser to know which laws govern the Purchaser's particular jurisdiction and applications. In addition, in accordance with U.S. copyright law, a license may be required from the American Society of Composers, Authors and Publishers (ASCAP), or other similar organizations, if radio, television broadcasts or music other than material not in the public domain or otherwise licensed are transmitted through the Music on Hold feature of telecommunications systems. Company hereby disclaims any liability arising out of Purchaser's failure to obtain such a license.

(J) **Voice over Internet Protocol (VoIP):** Purchaser understands that Voice over IP (internet protocol) applications and installations will not carry any guarantee on sound quality due to transmission problems (latency, jitter, etc) inherent to internet infrastructure and agrees to hold Company harmless from any commercial losses or other repercussions caused by lack of quality transmission. In addition, problems caused by changes to Purchaser's computer network and services that affect VoIP applications will be responsibility of the Purchaser and will be addressed on a time and material rate billable to and payable by the Purchaser. Purchaser is responsible for providing acceptable bandwidth and transmission quality to allow for VoIP services. Purchaser agrees to provide VPN's, point-to-point T1 service, MPLS service, or any other site to phone or site to site connection required for VoIP performance totally at Purchaser's expense. Company will provide a guideline to the Purchaser and their IT professionals upon request to assist in setting up VoIP services. This information is for guideline use only, and it is the responsibility of the IT professional and bandwidth provider to supply Quality of Service (QoS) for VoIP to operate at expected efficiency and clarity. Purchaser agrees to hold Company harmless if transmission quality is not at expected or required levels. Purchaser also realizes that 911 Emergency Call service is not available in VoIP applications, and National Telesystems recommends a standard telephone line at any locations with VoIP service. In addition, National Telesystems requires that Purchaser notify anyone at locations of VoIP service of the non-availability of traditional 911 emergency dialing services through the VoIP network. Purchaser agrees to defend, indemnify and hold harmless Company, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services in connection with this Agreement or the Service, from any and all claims, losses, damages, casualties, and fines resulting from the use of the service including the use, fitness and availability of 911 services.

(K) **Features With External Access:** Certain features such as Direct Inward System Access allow for outside access into the telephone system. These features can be passcode protected. Company will not be liable for any expenses or losses incurred by unauthorized use of these features or unauthorized access to outside lines through these features. This includes but is not limited to deciphering passcodes and "hacking" into the system.

(L) **Additional Liability Limitations:** Company shall not be held liable for any loss due to system failure or malfunction. Company strongly suggests a medical facility or any facility with calls involving life or death situation have a back up operation should the telephone systems, voice mail systems, or any peripheral fail or malfunction.

(M) **Financial Requirements:** The Purchaser agrees to provide Company such credit information as may be reasonably requested, and a list of names and addresses of all lien holders on the real estate to be improved by the installation of the above system. Moreover, Purchaser agrees and allows Company to perform a credit investigation of the Purchaser.

(N) **Price Expiration:** The cash purchase price set forth in this Agreement hereof shall remain in effect for a period of thirty (30) days, unless otherwise noted in this Agreement.

(O) **Collections:** Purchaser agrees to pay Company for any and all additional costs incurred by Company due to failure of Purchaser to make payments as scheduled, including but not limited to attorney's fees, collection fees, and returned check fees.

(P) **Taxes:** Purchaser is liable for any Federal, State, or Municipal taxes that are due as a result of the sales of goods or services.

(Q) **Law:** This Agreement and its terms and conditions shall be governed by the laws of the state of Texas. In the event that Company is forced to initiate legal action to enforce any and all rights delineated in this Purchase Agreement, Purchaser agrees that the venue for any legal proceedings will be in Dallas County, Texas. Purchaser agrees that signature and endorsements sent via fax shall be legally binding as to the contents of this Purchase Agreement.

City of Farmersville - Public Safety

Purchaser Initial Here



Financing Options
for
City of Farmersville - Public Safety

Schedule A

National Telesystems, Inc. offers lease or cash options to pay for telephone and voicemail systems. Leasing is arranged through special financing terms provided by third party leasing company, and payments quoted are based upon credit approval by that company. Two advanced payments are required for either lease option.

I. FMV LEASE OPTION

	<u>36 Months</u>	<u>60 Months</u>
Monthly Payment:	\$352.36	\$248.24

Lessee has option to purchase equipment at end of term for Fair Market Value.

II. \$1 BUYOUT LEASE OPTION

	<u>36 Months</u>	<u>60 Months</u>
Monthly Payment:	\$406.97	\$263.68

Lessee has option to purchase equipment at end of term for \$1.00.

NOTES:

- * Pricing subject to applicable sales tax. Proposal and pricing are good through: August 26, 2017
- * Any cabling pricing is based on drop ceilings and hollow walls unless noted otherwise.
- * Pricing based on all telco lines be operating at time of cutover. Additional trips may be subject to a service charge.
- * Pricing based on all telephone company lines within 25 feet of the Key Service Unit unless specifically noted.

Thank you for your consideration!

Prepared by: *Jim Richardson*

7/27/2017



A Telecommunications Proposal
for

City of Farmersville - Public Safety

Schedule A

NEC The SV9100 VoIP TELEPHONE SYSTEM, INCLUDING:

Chassis containing Main Processor Blade (System Control Cabinet)

One NEC SV9100 VoIP Chassis equipped for:

- 16 Station Ports
- 4 Single Line Ports
- 4 Outside Line Ports
- 1 Caller ID Software and Hardware Package

Including the Following Application Software / Programming Upgrades

SV9100 InControl Call Reporting Package

- Browser-based series of call reports. Run once or run on a schedule for all stations and trunks. Option to create PDF, create CSV format or e-mail report. InControl Call report Package includes one call report runner. Monitors all system's stations and trunks.

Call Tracker Call Recording, CT-4

- Appliance, 4 Port, Records calls inbound and outbound. Management tool.

Terminals / Telephones

12



Executive 39-Key Digital Terminals with Full Duplex Speakerphone, 4-Line Display, 24 Programmable Function Keys with Dual Color Lighted Buttons, (12) Fixed Feature Keys, (4) InteractiveSoft Keys, Navigator Key, Adjustable Legs, and Backlit Dialpad

1



NEC DECT Cordless Phone Including: Base Unit, Cordless Handset, Charging Cradle, Nickel Metal Hydride battery(2.4V-910 mAh), AC Adapter. Handset contains: Large Display, Dialpad, (4) Fixed feature keys, (4) Soft Keys, (8) Programmable Function Keys, Navigation Key, Speakerphone, Vibrating Ringer, and Headset Jack.

Voice Mail

One NEC SV-InMAIL Voice Mail System, including:

- 16 Ports for Simultaneous Voice Mail Activity
- 15 Hours of Storage
- 12 Subscriber Voice Mailboxes
- 1 Professional Installation with Programming

SV InMail Voice Mail Features Include:

- **Exceptional Storage / Recording Time!**
- **Record a conversation with a single touch of a button!**
- **Flexible, Extensive Automated Attendant Options if Desired**
- **Automated Cell Phone Notification**
- **Screen Calls just like your answering machine at home!**
- **Total Digital Integration for fastest and most accurate performance!**

And Much, Much More!

|This proposal includes 11 Standard User Licenses (Seats) that include:

- * Voicemail to E-Mail Notification | Proposal includes labor to program 12 VM to EM Users.
 - * Mobile Extension | Proposal includes labor to program 0 Mobile Ext Users.
 - * IP Resource VoIP Channel when system is configured for IP Integration
 - * IP Client to support SIP Endpoints when system is configured for IP Integration
 - * 3rd Party CTI License
 - * UM8000 Client View Apps/UM when system is configured for this Feature
- 11 Users Configured for Basic UC Suite Client features + MS Outlook Integration**
- * UC Suite Web Client when system is configured for this Feature
 - * UC Suite Advanced Service when system is configured for UCS
 - * UC Suite Voicemail Integration when system is configured for UCS

|This proposal also includes 1 Premium User Licenses (Seats) that include:

- * All Features Included in the Standard User Licenses, PLUS:
- * Contact Center Agent Capability when Configured and Programmed
- * Contact Center MIS Agent Capability when Configured and Programmed
- * UCS Attendant Client Capability when Configured and Programmed

Miscellaneous

- 1 1/8" Connector Cable for Customer Provided Music-on-Hold

Network Connectivity

- 1 Network Connection for Administrative Programming and Remote Maintenance

Installation Hardware, Labor, and Peripherals

One Chassis Installation Hardware Package, including necessary Blocks, Brackets, and Crossconnect Wiring

- 1 AC Surge Suppressor
- 14 Extension Activations
- 1 Call Tracker Installation
- 1 Installation Farmersville, Texas

Warranty

Five Years Warranty on all Equipment
Two Years Warranty on Installation Labor
Three Years NEC Premium Software Updates / Support Plan

Plus the Exceptional "Extras" National Telesystems Provides Free of Charge

- * An On-Site Training Session Provided with Individual User Guides and Instruction
- * Maintain a Local Backup of Your Telephone System Database for Disaster Recovery Purposes
- * A **FREE** Follow-up Re-programming Session if desired (Valid for 30 days)
- * Fully Staffed and Knowledgeable Customer Help Desk
- * Fully Stocked Warehouses for Immediate Order Response
- * Computerized Service Order Tracking and Historical Database for Each Customer
- * Computer Generated and Printed Designation Strips for all Phones

Experience, Reliability, Quality, Service



(214) 352-5000

Supplier Name: **National Telesystems, Inc.**

Phone Number: **(214) 352-5000**

Supplier Sales Representative: **Jim Richardson Direct 469-533-1307**

E-Mail Address: **jrichardson@nt-dfw.com**

Legal Name of Applicant:

Installation Address:

DBA Name of Applicant:

City: State: Zip:

Business Structure/Type: State of Organization: Years in Business: Federal Tax I.D.:
Select: ...

Billing Address:

Contact Person:

Title:

City: State: Zip:

E-Mail Address:

Phone:

Phone Number:

Lease Signer:

Title:

E-Mail Address:

E-Mail Address:

Phone Number:

Website:

Equipment Description:

Lease Type:

Lease Payment:

Select:

\$

Equipment Cost (excluding tax):

Lease Term:

Advance Payment(s):

Select:

\$

Select:

Installation/Labor Cost:

Lease Rate Factor:

Security Deposit(s):

Select:

\$

Select:

Total Cost (excluding tax):

Promotion Code, if applicable

Principal Name:

Principal Name:

Home Address:

Home Address:

City State Zip

City State Zip

Phone Number:

Phone Number:

E-Mail Address:

E-Mail Address:

Social Security Number:

Social Security Number:

Bank Name and Branch Location:

Account Number:

Bank Contact Name:

Contact E-Mail:

Contact Phone:

Contact Fax:

By execution of the Credit Application and Lease Agreement, I / We warrant that the information submitted herein is true and correct.

I / We grant NEC Financial Services, LLC or its Agent's permission to investigate my / our financial responsibility and credit worthiness, and authorize release of any personal or business information accordingly. I / We agree to make available financial statements, tax returns, etc., upon request. I / We acknowledge that the advance rental(s) and / or security deposit(s) are not refundable if NEC Financial Services, LLC approves our application for credit. I / We certify that this application for credit is for commercial purpose and not for personal, family or household purposes.

Authorized Signature & Title:

Printed Name:

X

Date:

* Required Field



Click here to print this form.
Fax to: 800.451.5360

Click here to submit this
form via e-mail



Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon Interlocal Agreement with Collin County for dispatch services for fiscal year 2018.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. Interlocal Dispatch Agreement 2. Attachment A – VPN Policy
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Farmersville (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

HOSTING SERVICES. The term "Hosting Services" means the County will store the City's data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2017, and shall continue in full force and effect through September 30, 2018.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 VPN Agreement. For each user the City is required to complete and return Attachment (A), Connection Policy and Agreement Form for the Virtual Private

Network (VPN) and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a VPN Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2018 in the amount of \$54,235.49 shall be paid by the City in quarterly installments of \$13,558.87 during the term hereof. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this

agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Virtual Private Network (VPN) to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Attachment "A"

Law Enforcement Officers remote connectivity Policy and Agreement Form

Virtual Private Network (VPN)

1.0 Purpose

The purpose of this document is to provide the framework for granting remote access to Collin County services/equipment through a Virtual Private Network (VPN) so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

2.0 Scope

This policy applies to all Law Enforcement Officers utilizing VPN to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County VPN implementations.

3.0 Policy

Authorized parties may utilize the benefits of VPN, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the VPN.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for VPN are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County VPN policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the VPN request are also responsible for defining the time scope that the VPN account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the VPN will force all traffic to and from the remote PC over the VPN tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via VPN or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via VPN or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the VPN.
12. Only approved VPN clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the VPN connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.

15. After six months of expired inactivity, Active Directory and VPN accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the VPN user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the VPN to Collin County
20. Prior to acquiring VPN access all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.

4.0 Granting Access

To obtain access via VPN, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for VPN Access must be signed and approved by the Manager who is responsible for the external Authorized Party's use. VPN expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the VPN concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their VPN access terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
VPN	Virtual Private Network. An extension of Collin County's internal private network.
VPN Concentrator	Physical device that manages VPN connections.
VPN Client	Remote computer with VPN software utilizing VPN services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.

Dual (split)
tunneling

When utilizing VPN, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's VPN.

User

Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.

Sponsoring Party

Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the VPN. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

VPN Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon Interlocal Agreement with Collin County for dispatch services for fiscal year 2018.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. Interlocal Dispatch Agreement 2. Attachment A – VPN Policy
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Farmersville (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

HOSTING SERVICES. The term "Hosting Services" means the County will store the City's data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2017, and shall continue in full force and effect through September 30, 2018.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 VPN Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private

Network (VPN) and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a VPN Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2018 in the amount of \$54,235.49 shall be paid by the City in quarterly installments of \$13,558.87 during the term hereof. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this

agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Virtual Private Network (VPN) to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Attachment "A"

Law Enforcement Officers remote connectivity Policy and Agreement Form

Virtual Private Network (VPN)

1.0 Purpose

The purpose of this document is to provide the framework for granting remote access to Collin County services/equipment through a Virtual Private Network (VPN) so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

2.0 Scope

This policy applies to all Law Enforcement Officers utilizing VPN to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County VPN implementations.

3.0 Policy

Authorized parties may utilize the benefits of VPN, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the VPN.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for VPN are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County VPN policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the VPN request are also responsible for defining the time scope that the VPN account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the VPN will force all traffic to and from the remote PC over the VPN tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via VPN or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via VPN or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the VPN.
12. Only approved VPN clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the VPN connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.

15. After six months of expired inactivity, Active Directory and VPN accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the VPN user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the VPN to Collin County
20. Prior to acquiring VPN access all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.

4.0 Granting Access

To obtain access via VPN, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for VPN Access must be signed and approved by the Manager who is responsible for the external Authorized Party's use. VPN expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the VPN concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their VPN access terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
VPN	Virtual Private Network. An extension of Collin County's internal private network.
VPN Concentrator	Physical device that manages VPN connections.
VPN Client	Remote computer with VPN software utilizing VPN services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.

Dual (split) tunneling	When utilizing VPN, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's VPN.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the VPN. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

VPN Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

**Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071**

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon holding a workshop with surrounding cities to discuss and pursue boundary agreements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII.E
Subject	Consider, discuss and act upon nominating an individual to serve on the Resource Conservation Council.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	Email concerning Resource Conservation Council
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Sandra Green

From: Hannah Allen <HAllen@nctcog.org>
Sent: Tuesday, August 15, 2017 11:53 AM
To: Sandra Green
Subject: Resource Conservation Council - Small Cities Call for Nominations

August 15, 2017

Sandra Green
City of Farmersville
205 South Main Street
Farmersville, TX 75442
s.green@farmersvilletx.com

Dear Sandra Green,

In the mid-1980's, the [North Central Texas Council of Governments](#) (NCTCOG) established the [Resource Conservation Council](#) (RCC) to provide support and advice regarding methods to conserve, recover, and recycle valuable resources, and methods to provide proper handling and disposal of non-recoverable waste materials in the North Central Texas region.

The RCC, the state-appointed solid waste advisory committee, in addition to providing support and advice to NCTCOG's Executive Board, also guide the development of the current [regional materials management plan](#), and serve as the grant review and oversight committee for the local government pass-through grant program from the TCEQ. The RCC is made up of 35 committee members, including individuals from local government, private sector, and environmental and public interest groups. These members represent the best group of volunteers available, and serve a two year term, with one half of the members appointed by the NCTCOG Executive Board each year. Meetings are generally held at the NCTCOG offices on the second Thursday of any month requiring committee action.

For more information regarding the Resource Conservation Council, please click [here](#).

Currently, the RCC is seeking individuals from small cities (population under 55,000) who would be willing to serve as a member on the Council.

Please forward this email to additional staff as appropriate. If you are interested in serving on the RCC, please fill out the linked [Nomination Form](#) and return as a scanned PDF to Hannah Allen via email at HALlen@nctcog.org.

As action will be taken by NCTCOG's Executive Board Appointment Committee in September 2017, it is requested that the Nomination Form be submitted no later than close of business on Friday, August 18, 2017.

On behalf of NCTCOG, thank you for your assistance and consideration of regional materials management planning. If you have any questions, please contact Cassidy Campbell at (817) 608-2368, or via email at CCampbell@nctcog.org.

Sincerely,

Cassidy Campbell

Senior Environment and Development Planner

North Central Texas Council of Governments

PO Box 5888 | Arlington, Texas 76055

Direct: (817) 608-2368 | Main: (817) 695-9210 | Fax: (817) 695-9191

Email: ccampbell@nctcog.org

www.nctcog.org/envir

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Update concerning city wide cleaning day.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII.G
Subject	Training from City Secretary regarding becoming a city official, code of ethics, open meetings, and required trainings.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 22, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action