

Agenda Section	Consent Agenda
Section Number	III.J
Subject	City Financial Report for January
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	City Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **MEMO**

**To:** Benjamin White, City Manager  
**From:** Daphne Hamlin, City Accountant  
**Date:** March 1, 2018  
**Subject:** January 2018 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of January 4/12 months or 33.33% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 33.33% level, and to have 66.67% remaining budget for the remaining of the year.

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

### **Executive Summary**

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

#### **General Fund**

Total revenues in the general fund are 46.13% collected and total expenses are 38.24%.

Ad Valorem collections currently received is 78.51%. Delinquent Ad Valorem received is 80.52% Majority of Ad Valorem will be collected in the month of December and January 2018.

Permits & Inspections total collected 17.72%

Sales Tax current collection rate of 24.59%. Currently not meeting projections will continue to monitor

Municipal Court Revenues current collection rate of 32.40%.

Interest Earned is slowly on the rebound, still exceeding expectations, current collection rate 97.71%

### Refuse Fund

Total revenues are 33.28% and total expenses are 27.73%.

### Water & Wastewater Fund

Total revenues for the Water Fund are 26.52% Water expenses in Administration are 40.92%. Water Department overall expenditures are 31.04%

Total revenues for the Wastewater Fund are 31.42% Wastewater expenses are 29.38%.

### Electric Fund

Total revenues are 26.56%; the expenses are at 29.73%, includes transfers to general fund.

### Cash Summary

The cash summary is attached.

# SUMMARY OF CASH BALANCES JANUARY 2018

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ (31,385.67)	
Permit Fund			\$ (42,446.13)	
Refuse Fund			\$ 32,713.19	
Water Fund			\$ (592,489.97)	
Wastewater Fund			\$ 638,184.42	
Electric Fund			\$ (533,309.74)	
CC Child Safety		\$ 22,504.44		
2012 Bond		\$ 176,530.99		
Waterwaste Bond Fund		\$ (199,699.13)		
Law Enf Training		\$ 671.73		
Disbursement Fund		\$ 692.65		
Library Donation Fund		\$ 2,587.80		
Court Tech/Sec		\$ 9,278.86		
Civic Ctr/Library Repair		\$ (12,593.35)		
JW Spain Grant		\$ 47,879.48		
Grants		\$ (640.93)		
CC Bond Farmersville Parkway		\$ 180,000.86		
CC Bond Floyd		\$ (49,667.75)		
Equipment Replacement		\$ 5,322.29		
Interest Earned	\$ 241.39			
<b>TOTAL:</b>	<b>\$ 241.39</b>	<b>\$ 182,867.94</b>	<b>\$ (528,733.90)</b>	<b>\$ (345,865.96)</b>

<b>Debt Service Accounts</b>				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 618.14	\$ 699,117.00		
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$ 120.42	\$ 109,274.98		
<b>TOTAL:</b>	<b>\$ 738.56</b>	<b>\$ 808,391.98</b>		<b>\$ 808,391.98</b>

<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 120.16	\$ 109,063.54		
Camden Park Escrow Account(Texstar 1130)	\$ 486.90	\$ 444,914.58		
2012 G/O Bond, streets, water, wastewater (Texstar 0120 )	\$ 1,207.10	\$ 1,102,988.02		
<b>TOTAL:</b>	<b>\$ 1,814.16</b>	<b>\$ 1,656,966.14</b>	<b>\$ -</b>	<b>\$ 1,656,966.14</b>

<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Reserve)	\$ 956.09	\$ 866,700.00		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 661.37	\$ 600,180.97		
Water/WW Fund (Texpool 00017)(Capital)	\$ 841.26	\$ 763,439.90		
Elec. Fund (Texpool 0005) (Operating)	\$ 55.18	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 357.81	\$ 324,682.51		
Elec. Surcharge (Texpool 0015)	\$ 135.02	\$ 122,569.46		
Money Market Acct. (FNB 092)	\$ 9.36		\$ 73,490.79	
<b>TOTAL:</b>	<b>\$ 3,016.09</b>	<b>\$ 2,727,572.84</b>	<b>\$ 73,490.79</b>	<b>\$ 2,801,063.63</b>

<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund		\$ 18,100.17		
<b>TOTAL APPROPRIATED SURPLUS</b>		<b>\$ 18,100.17</b>	<b>\$ -</b>	<b>\$ 18,100.17</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>		<b>\$ 5,393,899.07</b>	<b>\$ (455,243.11)</b>	<b>\$ 4,938,655.96</b>

## SUMMARY OF CASH BALANCES JANUARY 2018

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account (Independent Bank 7909)	\$	6.99	\$	171,635.92	
FEDC 4A Investment Account (Texpool 0001)	\$	966.56	\$	877,158.88	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	127.39	\$	250,000.00	
<b>TOTAL:</b>	<b>\$</b>	<b>1,100.94</b>	<b>\$</b>	<b>1,298,794.80</b>	<b>\$ - \$ 1,298,794.80</b>

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	11.75	\$	290,040.92	
FCDC 4B Investment Account (Texpool 0001)	\$	94.82	\$	86,047.62	
<b>TOTAL:</b>	<b>\$</b>	<b>106.57</b>	<b>\$</b>	<b>376,088.54</b>	<b>\$ - \$ 376,088.54</b>

TIRZ Account					
County Tax Deposits (FNB 01276)	\$	236.56	\$	237,482.37	
<b>TOTAL:</b>	<b>\$</b>	<b>236.56</b>	<b>\$</b>	<b>237,482.37</b>	<b>\$ - \$ 237,482.37</b>

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

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas

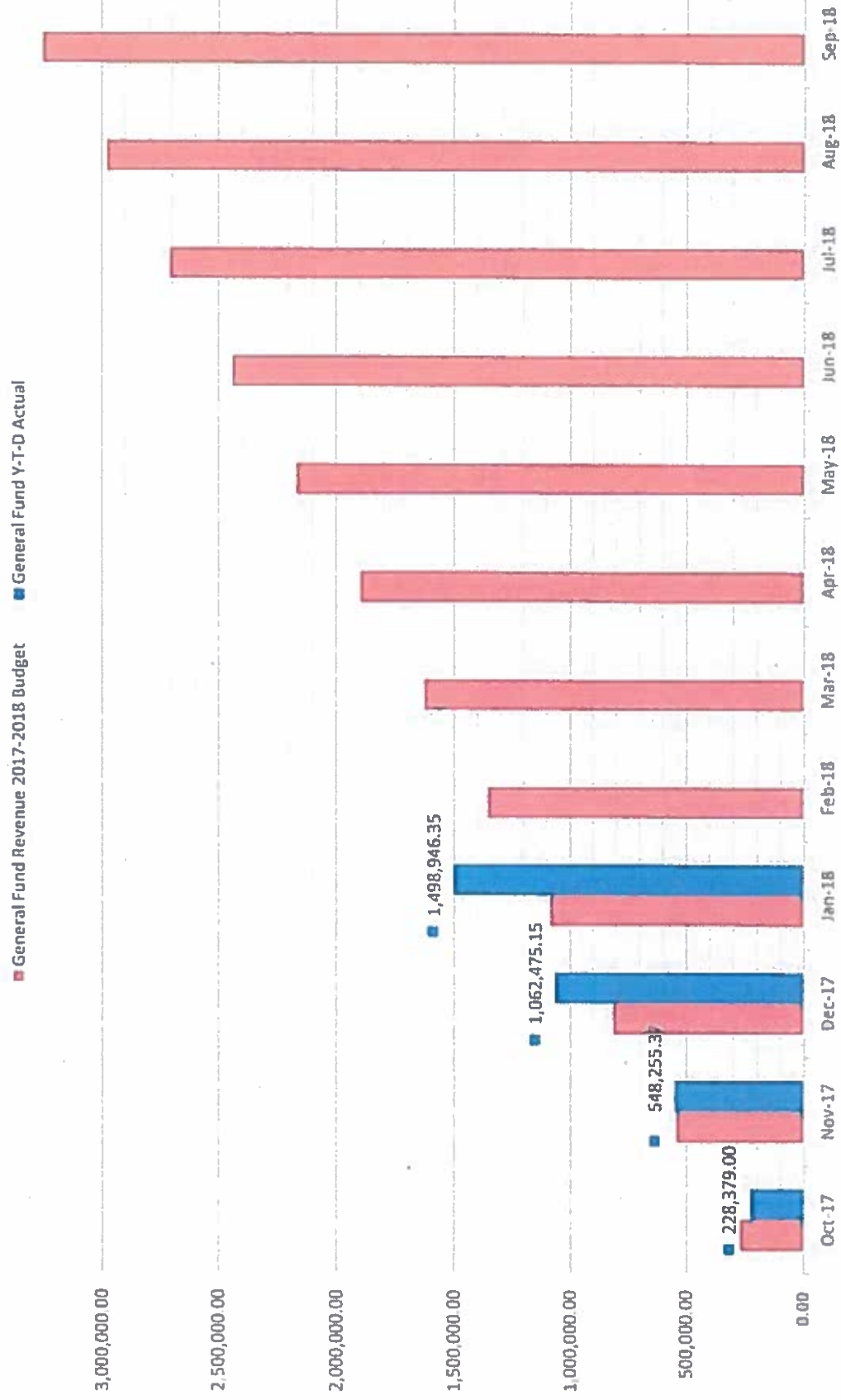
I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's Investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

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

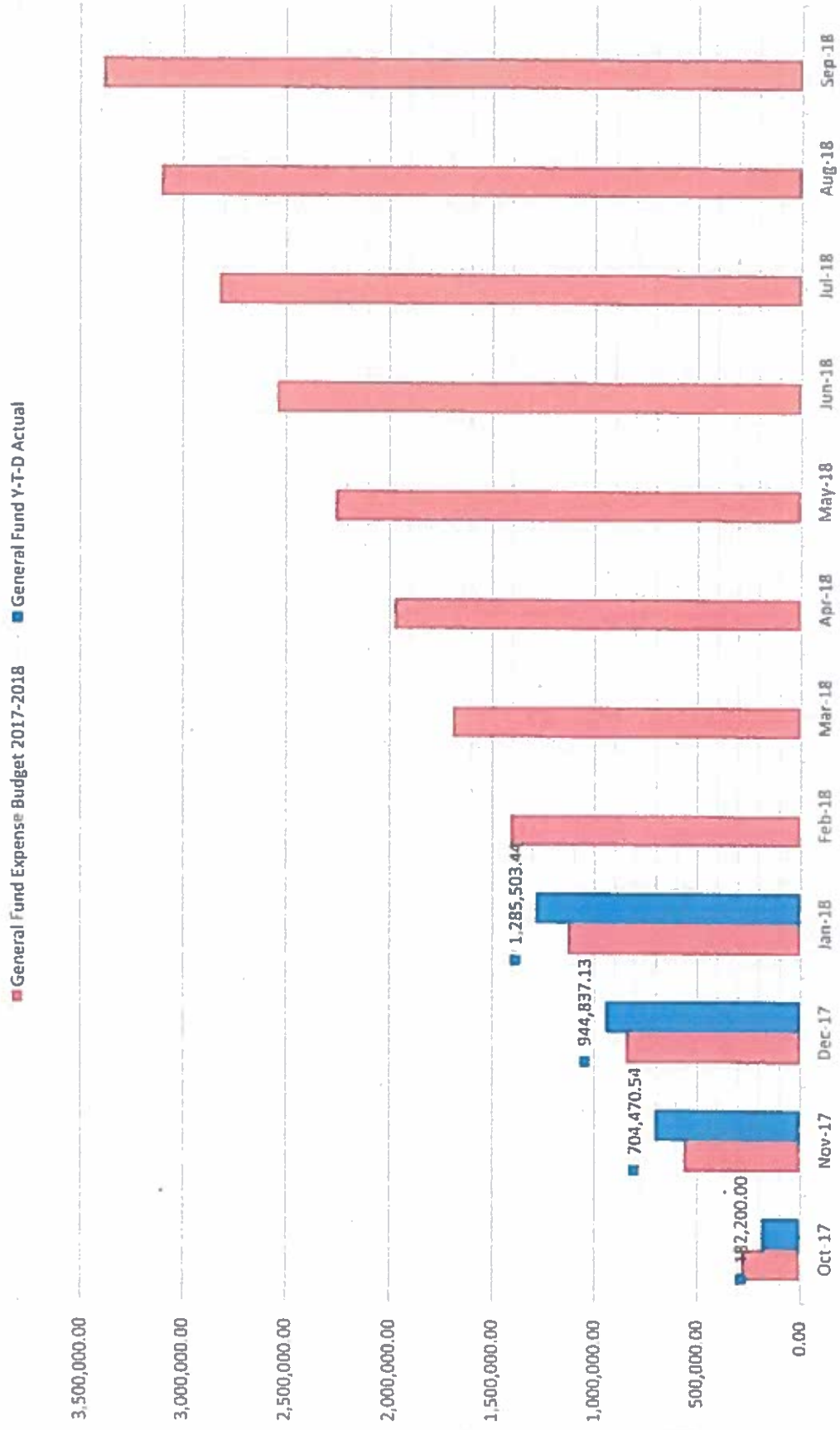
Daphne Hamlin  
Daphne Hamlin, City Investment Officer

07-2017 NCTCOG - Public Funds Inv Act.

# General Fund Revenue Progress Budget Year 10/2017 thru 9/2018



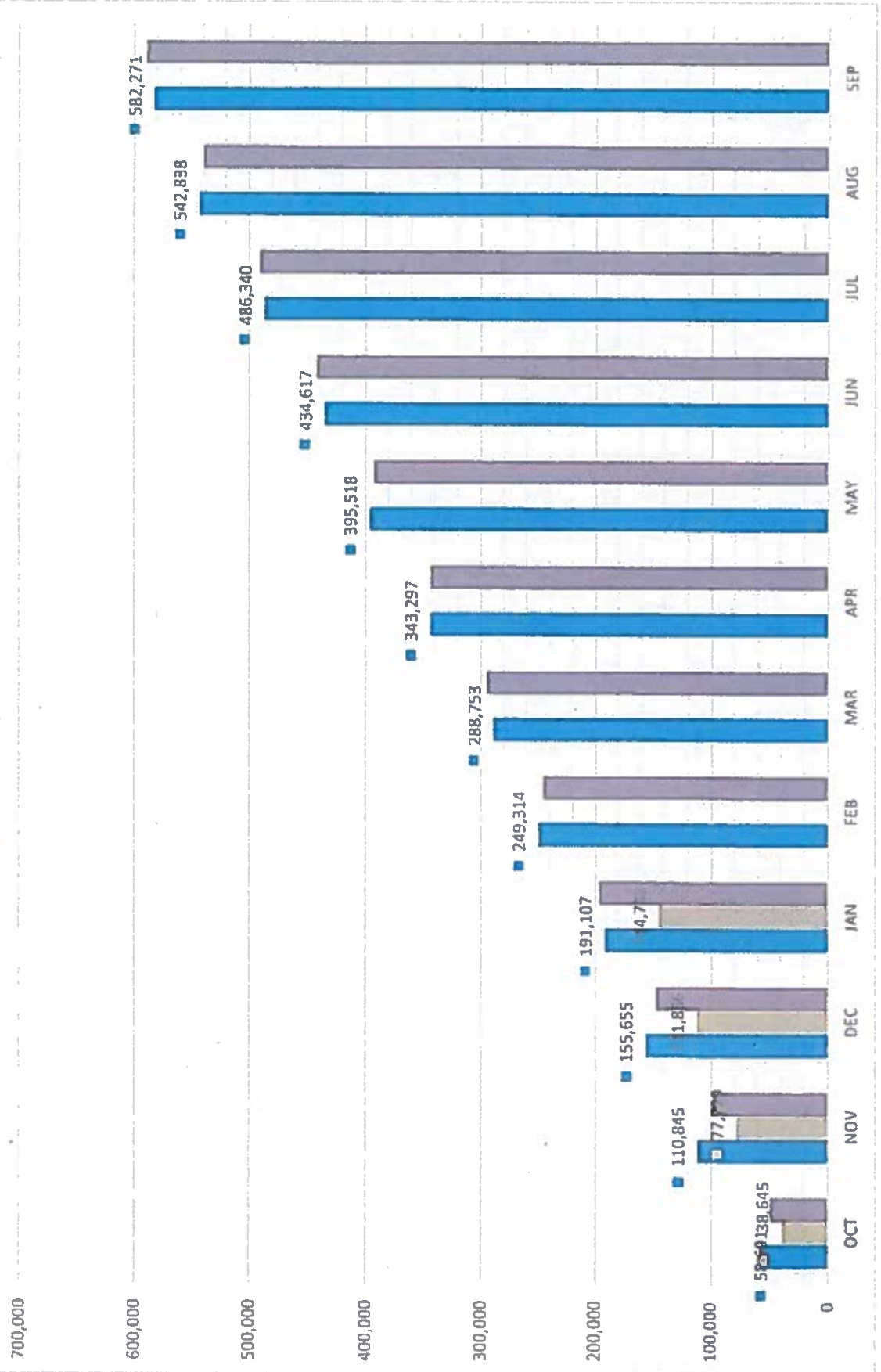
# General Fund Expense Budget Year 10/2017 thru 9/2018





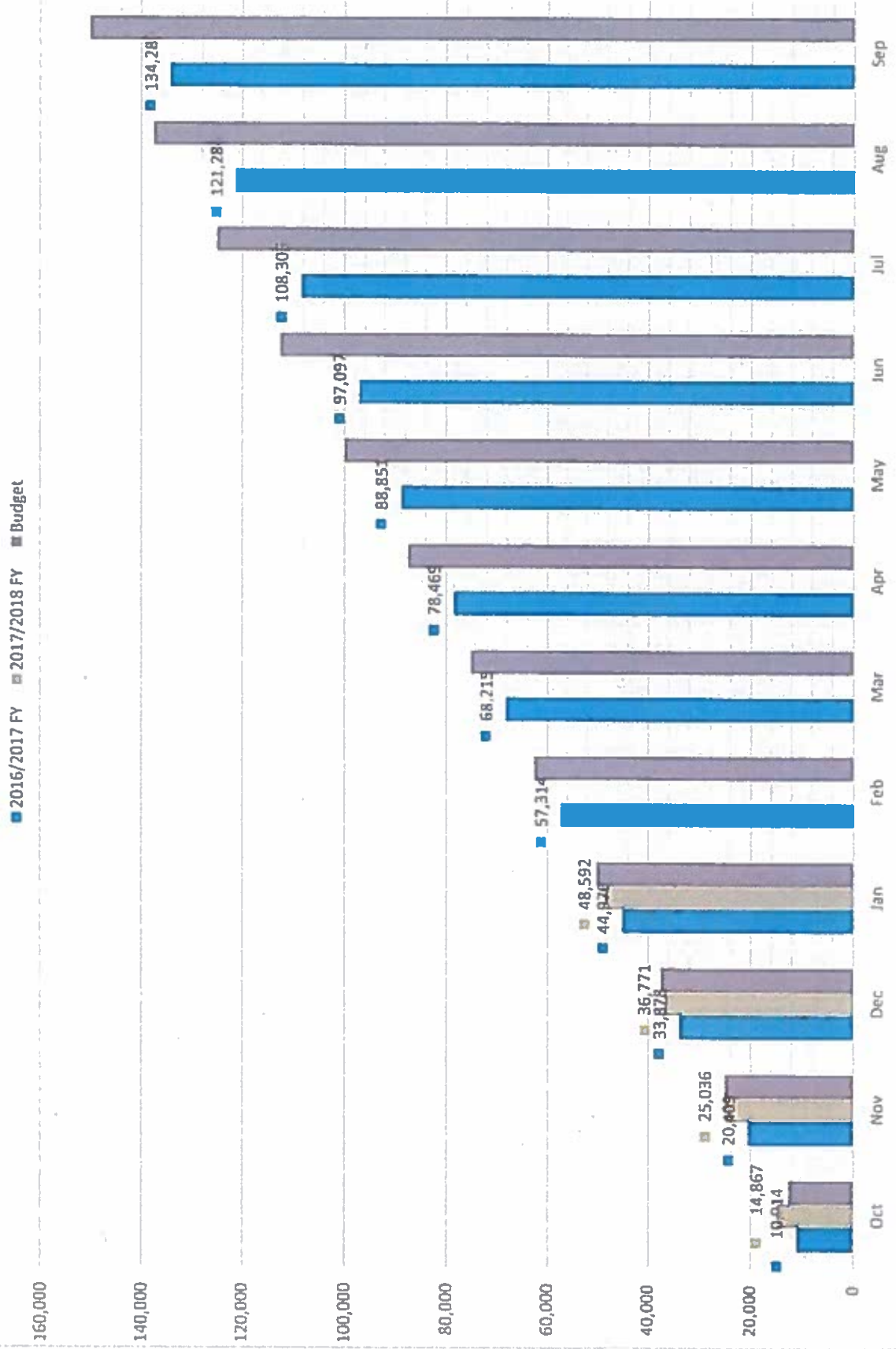
# Sales Tax Chart Comparison

■ 2016/2017FY ■ 2017/2018FY ■ Budget





# Municipal Court Revenue Comparison Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,249,427	436,471.20	1,498,946.92	0.00	1,750,480.08	46.13
TOTAL REVENUES	3,249,427	436,471.20	1,498,946.92	0.00	1,750,480.08	46.13
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	640.00	0.00	1,400.00	31.37
CONTRACTS & PROF. SVCS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	11,800	0.00	5,630.00	0.00	6,170.00	47.71
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	14,840	170.00	6,270.00	0.00	8,570.00	42.25
12-ADMINISTRATION						
PERSONNEL SERVICES	275,981	25,768.86	94,431.60	0.00	181,549.40	34.22
CONTRACTS & PROF. SVCS	199,200	29,924.93	56,799.29	0.00	142,400.71	28.51
MAINTENANCE	85,573	9,548.57	27,972.22	0.00	57,600.78	32.69
UTILITIES	22,925	2,065.92	6,914.12	0.00	16,010.88	30.16
SUPPLIES	23,000	1,166.36	3,941.23	0.00	19,058.77	17.14
MISCELLANEOUS	41,000	1,800.51	11,685.33	0.00	29,314.67	28.50
CAPITAL EXPENDITURES	8,850	3,850.00	10,220.08	399.61	1,769.69	120.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	656,529	74,125.15	211,963.87	399.61	444,165.52	32.35
14-MUNICIPAL COURT						
PERSONNEL SERVICES	149,407	16,861.55	53,633.54	0.00	95,773.46	35.90
CONTRACTS & PROF. SVCS	25,250	1,250.00	6,407.30	0.00	18,842.70	25.38
MAINTENANCE	12,206	1,045.87	5,643.46	0.00	6,562.54	46.24
UTILITIES	1,200	202.03	623.96	0.00	576.04	52.00
SUPPLIES	8,000	1,413.98	2,232.82	0.00	5,767.18	27.91
MISCELLANEOUS	8,500	354.56	4,565.51	0.00	3,934.49	53.71
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	204,563	21,127.99	73,106.59	0.00	131,456.41	35.74
15-LIBRARY						
PERSONNEL SERVICES	129,303	14,392.46	45,897.58	0.00	83,405.42	35.50
CONTRACTS & PROF. SVCS	0	0.00	114.60	0.00	114.60	0.00
MAINTENANCE	33,555	10,578.15	14,382.88	0.00	19,172.12	42.86
UTILITIES	10,000	731.71	2,898.51	0.00	7,101.49	28.99
SUPPLIES	3,200	0.00	785.97	0.00	2,414.03	24.56

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	6,500	196.50	2,927.63	0.00	3,572.37	45.04
CAPITAL EXPENDITURES	15,000	87.19	2,604.84	1,989.88	10,405.28	30.63
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	197,558	25,986.01	69,612.01	1,989.88	125,956.11	36.24
16-CIVIC/CENTER						
UTILITIES	16,000	1,194.89	3,318.92	0.00	12,681.08	20.74
TOTAL 16-CIVIC/CENTER	16,000	1,194.89	3,318.92	0.00	12,681.08	20.74
21-POLICE DEPT.						
PERSONNEL SERVICES	858,957	96,018.60	302,314.22	0.00	556,642.78	35.20
CONTRACTS & PROF. SVCS	73,235	13,558.87	33,856.50	0.00	39,378.50	46.23
MISCELLANEOUS	1,000	0.00	348.97	0.00	651.03	34.90
MAINTENANCE	72,960	7,900.78	24,531.41	3,343.70	45,084.89	38.21
UTILITIES	44,500	3,786.44	11,465.12	0.00	33,034.88	25.76
SUPPLIES	48,600	5,104.80	23,000.52	0.00	25,599.48	47.33
MISCELLANEOUS	25,000	1,613.06	16,954.86	0.00	8,045.14	67.82
CAPITAL EXPENDITURES	0	729.78)	5,353.61	0.00	5,353.61	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,124,252	127,252.77	417,825.21	3,343.70	703,083.09	37.46
22-FIRE DEPT.						
PERSONNEL SERVICES	197,552	18,730.74	66,678.15	0.00	130,873.85	33.75
CONTRACTS & PROF. SVCS	39,560	160.00	10,154.95	0.00	29,405.05	25.67
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	33,620	3,306.68	10,409.17	83.52	23,127.31	31.21
UTILITIES	2,200	271.98	907.86	0.00	1,292.14	41.27
SUPPLIES	33,200	816.46	4,898.56	0.00	28,301.44	14.75
MISCELLANEOUS	17,000	457.61	17,447.38	0.00	447.38	102.63
CAPITAL EXPENDITURES	10,000	6,851.62	102,577.62	0.00	92,577.62	1,025.78
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	333,632	30,595.09	213,073.65	83.52	120,474.79	63.89
34-STREET SYSTEM						
PERSONNEL SERVICES	128,237	14,096.47	54,599.35	0.00	73,637.65	42.58
CONTRACTS & PROF. SVCS	10,300	42.50	1,489.80	0.00	8,810.20	14.46
MISCELLANEOUS	126,000	6,463.43	12,565.02	3,364.90	110,070.08	12.64
MAINTENANCE	3,500	280.00	2,780.00	0.00	720.00	79.43
UTILITIES	6,700	677.48	2,245.60	0.00	4,454.40	33.52
SUPPLIES	7,500	492.65	3,622.70	0.00	3,877.30	48.30
MISCELLANEOUS	1,500	196.20	422.80	0.00	1,077.20	28.19
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	283,737	22,248.73	77,725.27	3,364.90	202,646.83	28.58
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	69,893	17,857.02	55,076.73	0.00	14,816.27	78.80
CONTRACTS & PROF. SVCS	13,500	362.86	5,464.44	0.00	8,035.56	40.48
MISCELLANEOUS	36,000	1,876.14	16,900.86	217.00	18,882.14	47.55
MAINTENANCE	5,000	0.00	1,095.00	0.00	3,905.00	21.90
UTILITIES	22,090	3,198.97	7,804.65	0.00	14,285.35	35.33

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	500	0.00	0.00	0.00	500.00	0.00
MISCELLANEOUS	250	0.00	209.87	0.00	40.13	83.95
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	147,233	23,294.99	86,551.55	217.00	60,464.45	58.93
39-PARKS						
PERSONNEL SERVICES	47,790	3,328.92	24,072.81	0.00	23,717.19	50.37
CONTRACTS & PROF. SVCS	71,750	2,100.00	8,735.00	0.00	63,015.00	12.17
MISCELLANEOUS	20,000	3,249.04	8,426.37	0.00	11,573.63	42.13
MAINTENANCE	16,500	1,001.00	4,110.98	0.00	12,389.02	24.92
UTILITIES	78,850	2,353.92	10,816.42	0.00	68,033.58	13.72
SUPPLIES	5,500	291.55	1,181.50	0.00	4,318.50	21.48
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	240,890	12,324.43	57,343.08	0.00	183,546.92	23.80
71-DEBT SERVICE						
DEBT SERVICE	167,071	2,346.26	68,713.96	0.00	98,357.04	41.13
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	167,071	2,346.26	68,713.96	0.00	98,357.04	41.13
TOTAL EXPENDITURES	3,386,305	340,666.31	1,285,504.15	9,398.61	2,091,402.24	38.24
REVENUE OVER/(UNDER) EXPENDITURES	( 136,878)	95,804.89	213,442.77 (	9,398.61) (	340,922.16)	149.07-

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

## 100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	765,442	251,792.68	600,928.23	0.00	164,513.77	78.51
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	18,000	2,162.40	14,493.55	0.00	3,506.45	80.52
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	588,515	32,846.64	144,734.93	0.00	443,780.07	24.59
100.00.5722.000 BEVERAGE TAX	2,600	2,497.79	1,020.64	0.00	1,579.36	39.26
100.00.5730.000 FRANCHISE FEES - GARBAGE	38,500	2,709.56	10,847.78	0.00	27,652.22	28.18
100.00.5731.000 FRANCHISE FEES - GAS	28,000	0.00	26,563.81	0.00	1,436.19	94.87
100.00.5732.000 SKYBEAM	63,720	4,860.00	19,440.00	0.00	44,280.00	30.51
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	4,221.24	4,963.73	0.00	1,536.27	76.37
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	13.23	886.40	0.00	3,613.60	19.70
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	0.00	0.00	13,000.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	45,000	360.00	7,974.10	0.00	37,025.90	17.72
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	0	0.00	0.00	0.00	0.00	0.00
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5743.000 FEES	100	30.00	30.00	0.00	70.00	30.00
100.00.5744.000 PENALTIES	150,000	11,821.16	48,593.30	0.00	101,406.70	32.40
100.00.5745.000 CNTY FIRE RUNS	106,287	0.00	51,215.53	0.00	55,071.47	48.19
100.00.5746.000 UNION SHED RENTAL	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5747.000 COUNTY LIBRARY FUND	15,960	0.00	0.00	0.00	15,960.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 MAIN STREET EVENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	57.63	37.16	0.00	37.16	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,395.64	4,186.92	0.00	12,560.08	25.00
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	4,500	1,197.48	4,396.92	0.00	103.08	97.71
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	0.00	5,395.64	0.00	6,604.36	44.96
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	0.00	4,588.17	0.00	2,611.83	63.72
100.00.5769.000 OTHER INCOME	25,000	391.00	2,527.54	0.00	22,472.46	10.11
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	1,563.70	1,563.70	0.00	1,563.70	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	0.00	50.00	0.00	450.00	10.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	50.00	0.00	50.00	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

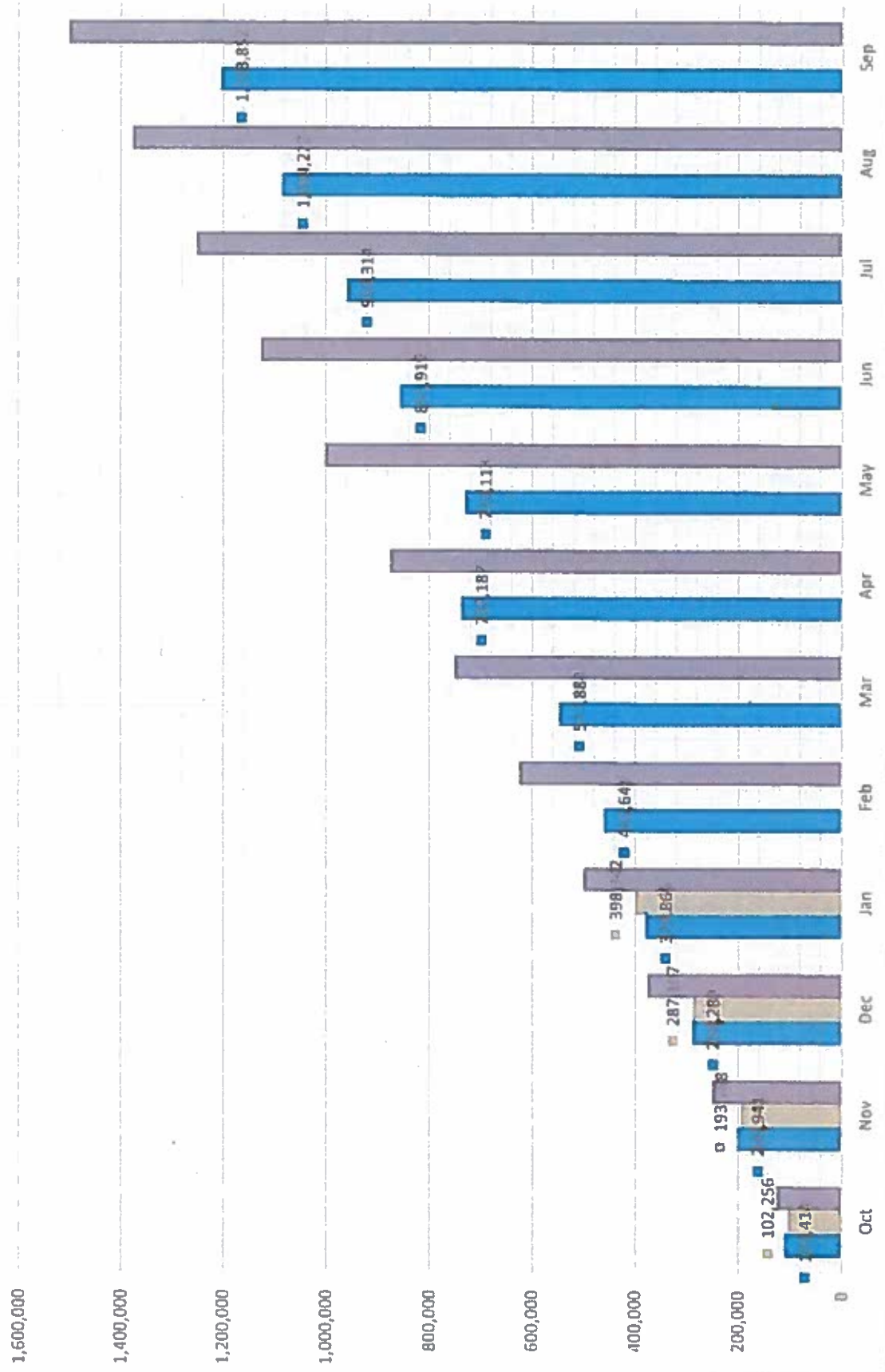
## 100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	6,903.28	0.00	13,806.72	33.33
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,200.00	0.00	2,400.00	33.33
100.00.5794.000 CIVIC RENT	5,500	50.00	682.50	0.00	4,817.50	12.41
100.00.5795.000 4B SALARY	65,000	0.00	0.00	0.00	65,000.00	0.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	0	0.00	0.00	0.00	0.00	0.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5940.000 INSURANCE CLAIM REFUND	0	0.00	60,985.45	0.00	60,985.45	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,424,286	118,690.49	474,761.96	0.00	949,524.04	33.33
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TIRZ TRANSFER OUT	( 185,340)	0.00	0.00	0.00	185,340.00	0.00
TOTAL 00-REVENUE	3,249,427	436,471.20	1,498,946.92	0.00	1,750,480.08	46.13
TOTAL REVENUE	3,249,427	436,471.20	1,498,946.92	0.00	1,750,480.08	46.13

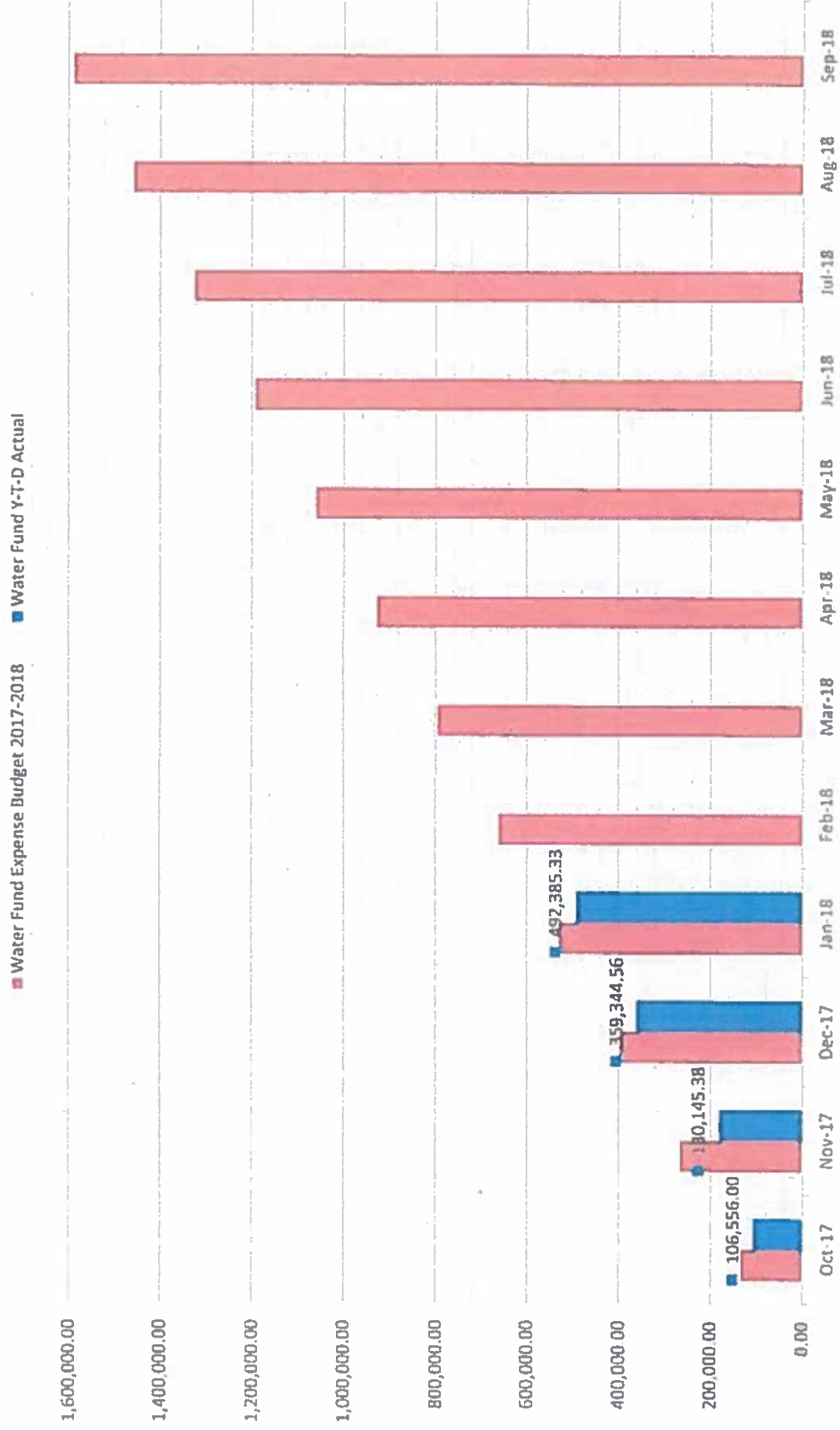
# Water Revenue Comparison Chart

■ 2016/2017 Actual ■ 2017/2018 Y-T-D ■ 2017-2018 Budget





# Water Fund Expense Budget Year 10/2017 thru 9/2018



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,500,286	111,235.73	397,876.81	0.00	1,102,409.19	26.52
TOTAL REVENUES	1,500,286	111,235.73	397,876.81	0.00	1,102,409.19	26.52
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	71,461	8,142.73	28,879.80	0.00	42,581.20	40.41
CONTRACTS & PROF. SVCS	700	0.00	0.00	0.00	700.00	0.00
MAINTENANCE	24,420	2,896.73	13,654.00	0.00	10,766.00	55.91
UTILITIES	6,350	432.10	1,322.22	0.00	5,027.78	20.82
SUPPLIES	1,000	201.53	999.90	0.00	0.10	99.99
MISCELLANEOUS	10,500	679.96	1,972.20	0.00	8,527.80	18.78
TOTAL 12-ADMINISTRATION	114,431	12,353.05	46,828.12	0.00	67,602.88	40.92
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	17.06	0.00	17.06	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	17.06	0.00	17.06	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	259,407	25,682.28	74,221.48	0.00	185,185.52	28.61
CONTRACTS & PROF. SVCS	94,655	13,441.11	36,133.69	1.00	58,520.31	38.18
MISCELLANEOUS	162,000	3,044.36	11,232.54	399.00	150,368.46	7.18
MAINTENANCE	5,500	42.40	2,321.50	0.00	3,178.50	42.21
UTILITIES	27,750	2,267.47	9,450.04	0.00	18,299.96	34.05
SUPPLIES	788,198	65,544.53	263,454.70	0.00	524,743.30	33.42
MISCELLANEOUS	14,000	509.40	8,102.17	0.00	5,897.83	57.87
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.17	40,624.68	0.00	81,249.32	33.33
TOTAL 35-WATER DEPT.	1,473,384	120,687.72	445,540.80	400.00	1,027,443.20	30.27
TOTAL EXPENDITURES	1,587,815	133,040.77	492,385.98	400.00	1,095,029.02	31.04
REVENUE OVER/(UNDER) EXPENDITURES	( 87,529)	( 21,805.04)	( 94,509.17)	( 400.00)	7,380.17	108.43

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

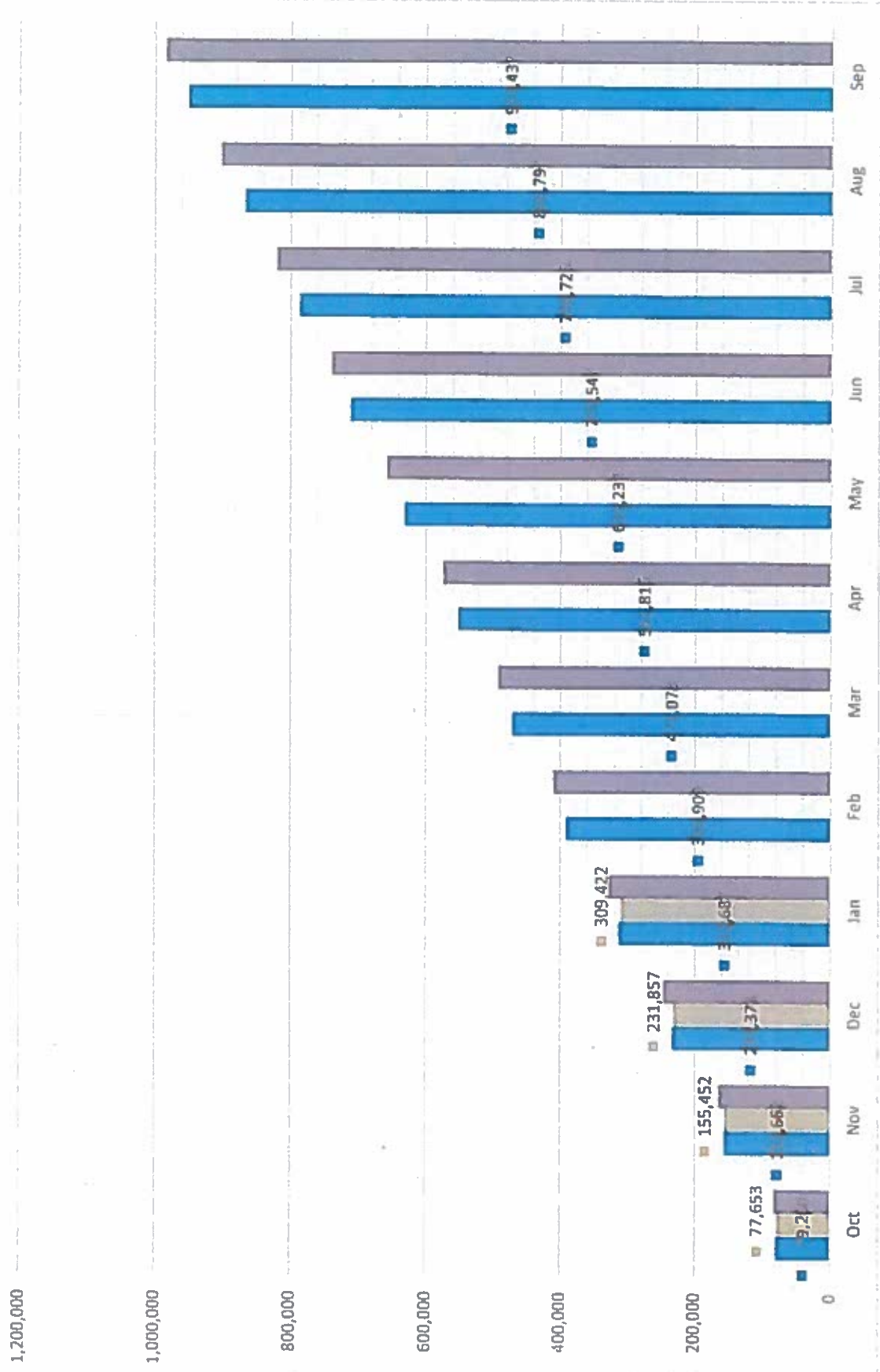
## 700-WATER FUND

% OF YEAR COMPLETED: 33.33

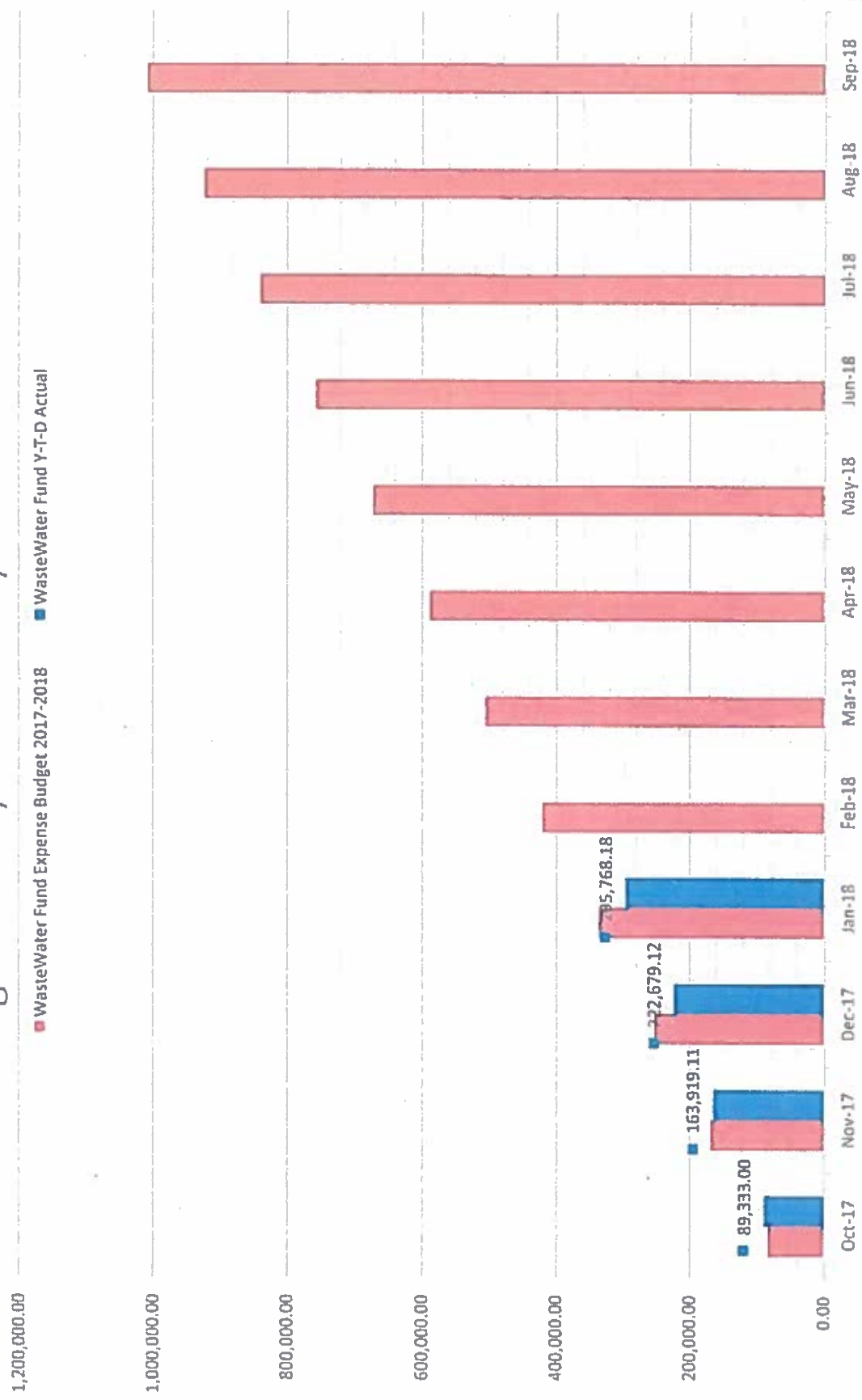
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	4,500	330.00	1,615.00	0.00	2,885.00	35.89
700.00.5744.000 PENALTIES	15,000	572.83	2,953.00	0.00	12,047.00	19.69
700.00.5745.000 AGREEMENTS AND CONTRACTS	145,000	14,345.66	57,117.29	0.00	87,882.71	39.39
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	1,128,501	95,196.35	332,835.90	0.00	795,665.10	29.49
700.00.5753.000 WATER TAP FEES	1,200	0.00	600.00	0.00	600.00	50.00
700.00.5762.000 INTEREST EARNED	4,030	790.89	2,755.62	0.00	1,274.38	68.38
700.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	198,000	0.00	0.00	0.00	198,000.00	0.00
TOTAL 00-REVENUE	1,500,286	111,235.73	397,876.81	0.00	1,102,409.19	26.52
TOTAL REVENUE	1,500,286	111,235.73	397,876.81	0.00	1,102,409.19	26.52

# City Sewer Sales Comparison Chart

■ 2016/2017-FY   ■ 2017/2018 Y-T-D Actual   ■ Budget 2017/2018



# Wastewater Fund Expense Budget Year 10/2017 thru 9/2018



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,007,938	79,224.11	316,721.00	0.00	691,217.00	31.42
TOTAL REVENUES	1,007,938	79,224.11	316,721.00	0.00	691,217.00	31.42
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT						
12-ADMINISTRATION	70,483	2,100.87	8,925.81	0.00	61,557.19	12.66
PERSONNEL SERVICES	70,483	2,100.87	8,925.81	0.00	61,557.19	12.66
TOTAL 12-ADMINISTRATION						
36-WASTEWATER SYSTEM	86,529	6,154.82	30,072.35	0.00	56,456.65	34.75
PERSONNEL SERVICES	25,204	474.62	5,090.26	0.00	20,113.74	20.20
CONTRACTS & PROF. SVCS	74,000	276.69	12,666.24	343.00	60,990.76	17.58
MISCELLANEOUS	424,340	41,446.53	146,568.77	1.00	277,770.23	34.54
MAINTENANCE	13,375	1,077.88	3,463.11	0.00	9,911.89	25.89
UTILITIES	5,500	492.65	2,897.69	0.00	2,602.31	52.69
SUPPLIES	5,000	0.00	0.00	0.00	5,000.00	0.00
MISCELLANEOUS	50,727	0.00	0.00	0.00	50,727.00	0.00
DEBT SERVICE	0	0.00	1,824.75	0.00	1,824.75	0.00
CAPITAL EXPENDITURES	252,780	21,065.00	84,260.00	0.00	168,520.00	33.33
TRANSFERS	937,455	70,988.19	286,843.17	344.00	650,267.83	30.63
TOTAL 36-WASTEWATER SYSTEM						
TOTAL EXPENDITURES	1,007,938	73,089.06	295,768.98	344.00	711,825.02	29.38
REVENUE OVER/(UNDER) EXPENDITURES	0	6,135.05	20,952.02	344.00	20,608.02	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

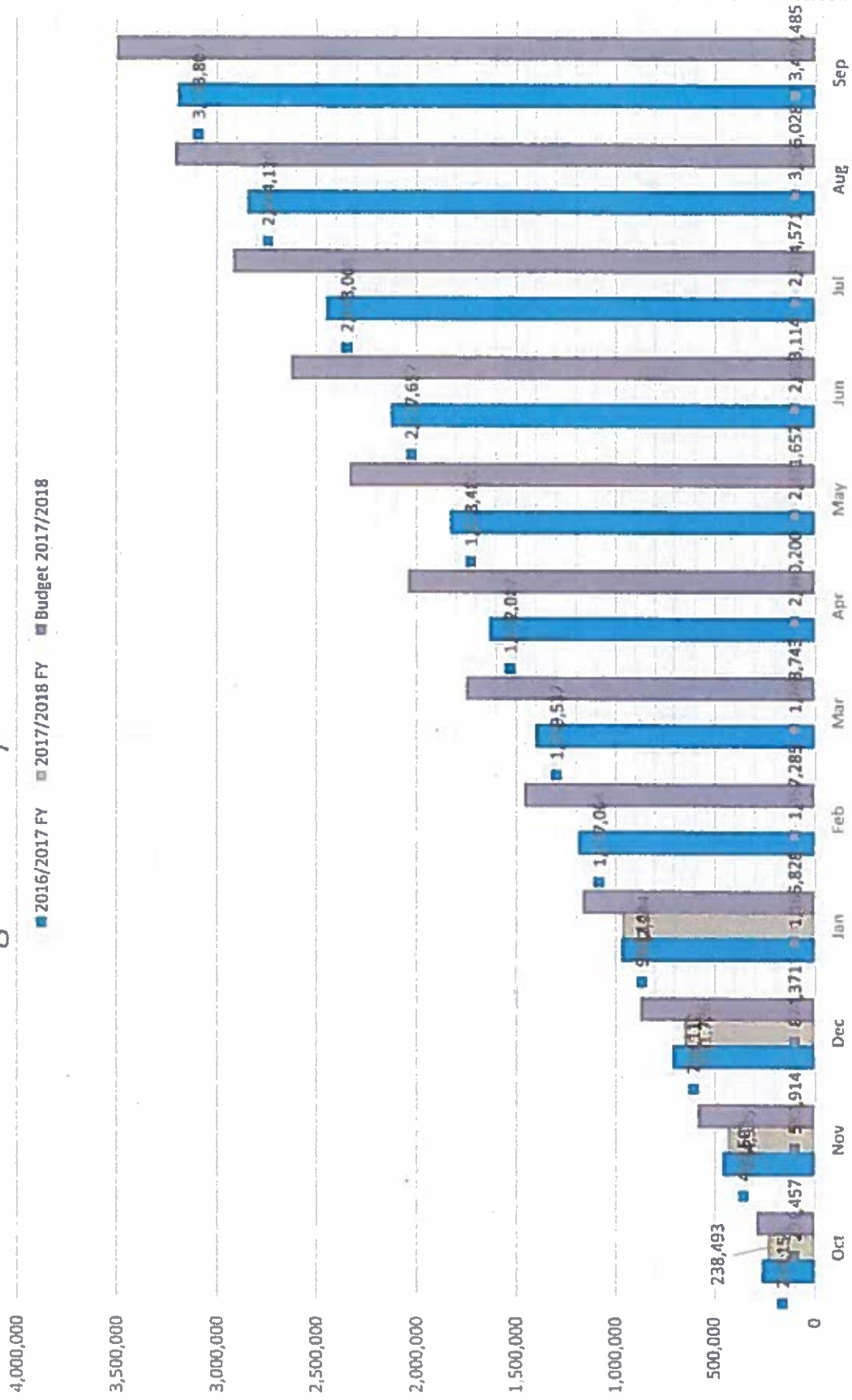
## 705-WASTEWATER

% OF YEAR COMPLETED: 33.33

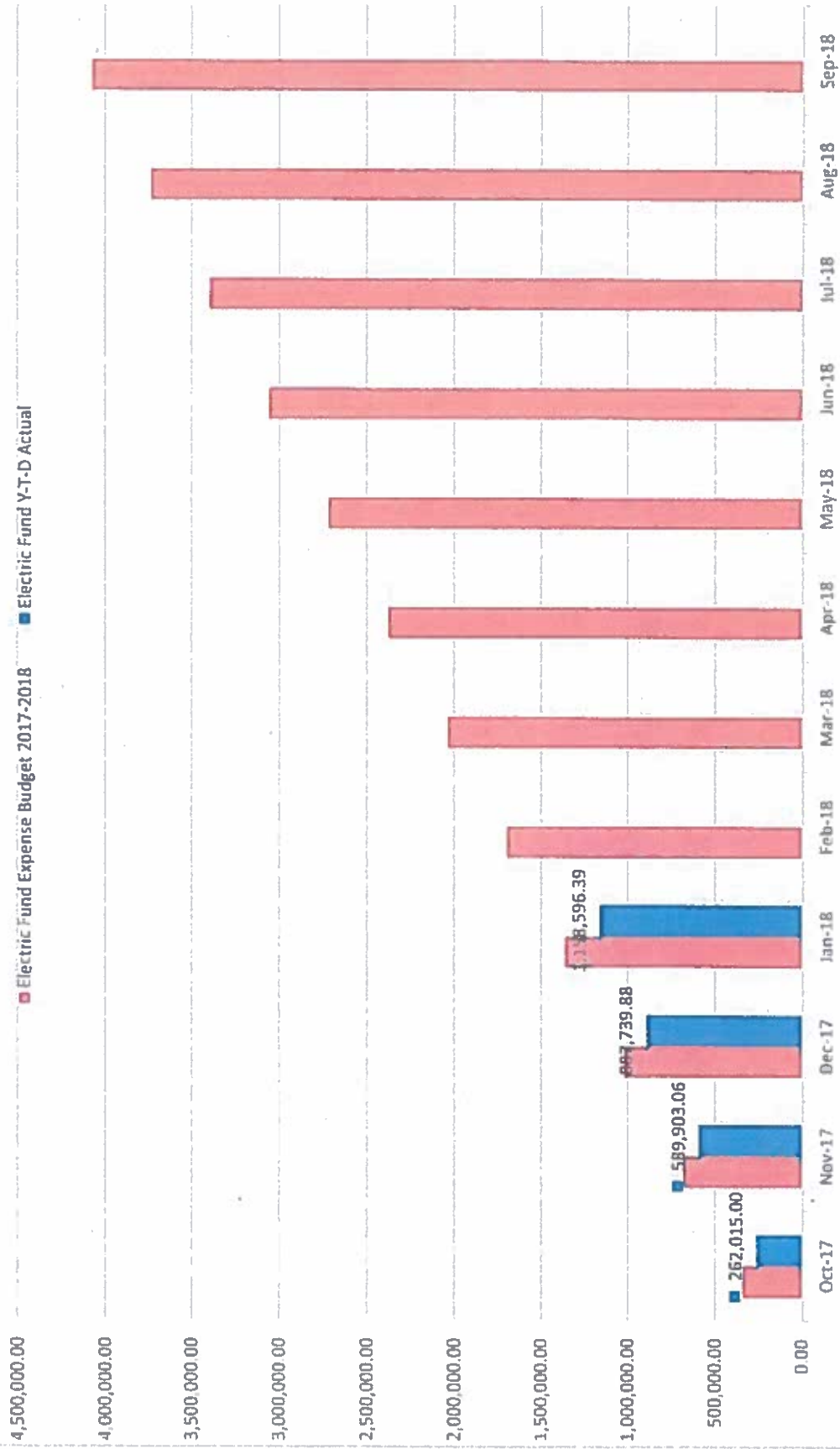
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	983,738	77,565.93	309,424.63	0.00	674,313.37	31.45
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	816.92	3,770.16	0.00	11,229.84	25.13
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	4,500	0.00	0.00	0.00	4,500.00	0.00
705.00.5753.000 SEWER TAP FEE	1,200	0.00	600.00	0.00	600.00	50.00
705.00.5762.000 INTEREST EARNED	3,500	841.26	2,926.21	0.00	573.79	83.61
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,007,938	79,224.11	316,721.00	0.00	691,217.00	31.42
TOTAL REVENUE	1,007,938	79,224.11	316,721.00	0.00	691,217.00	31.42



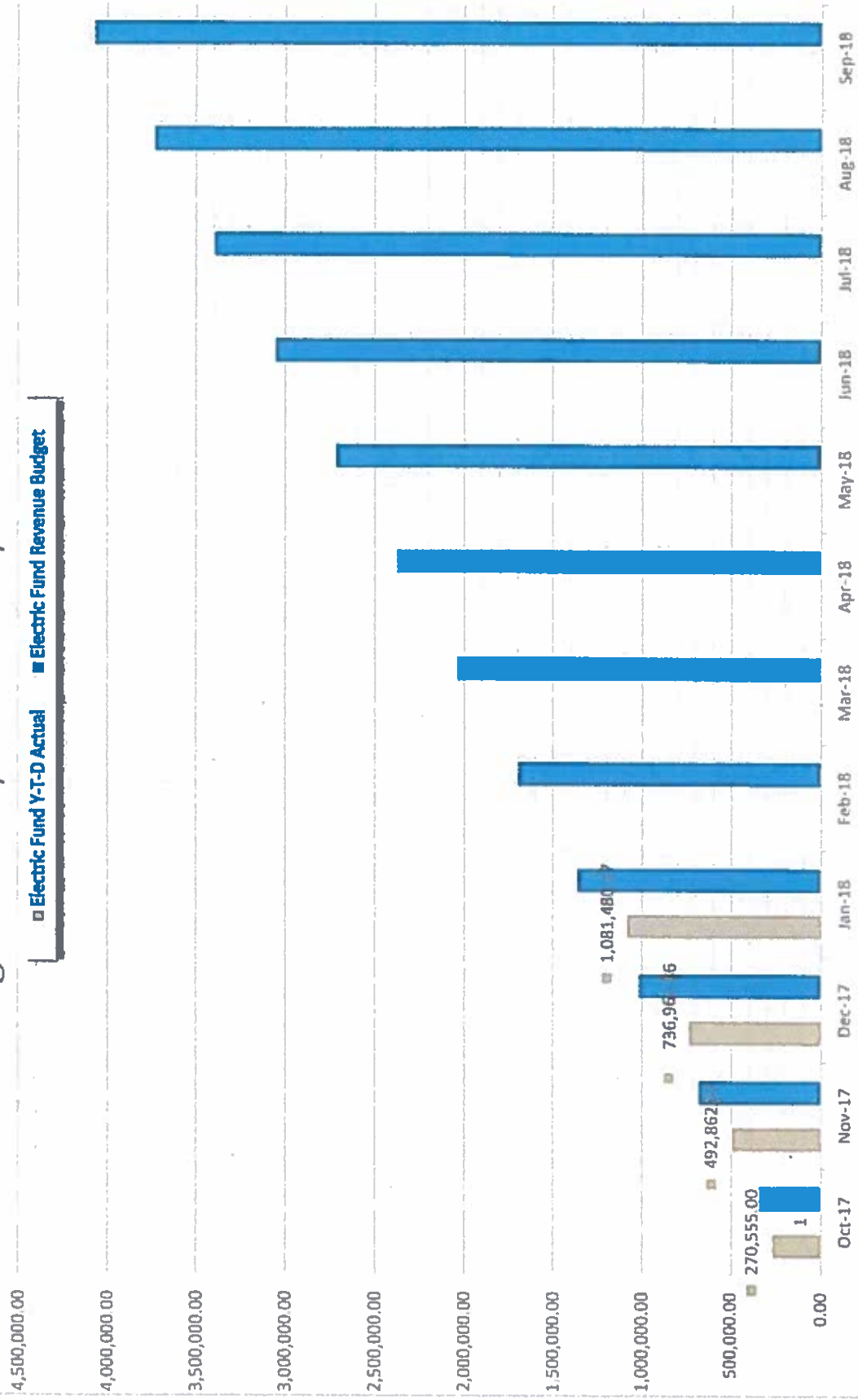
# City Electric Sales Comparison Budget Year 10/2017 thru 09-2018



# Electric Fund Expense Budget Year 10/2017 thru 9/2018



# Electric Fund Revenue Progress Budget Year 10/2017 thru 9/2018



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,071,984	344,517.31	1,081,482.13	0.00	2,990,501.87	26.56
TOTAL REVENUES	4,071,984	344,517.31	1,081,482.13	0.00	2,990,501.87	26.56
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	41,668	6,907.26	22,767.96	0.00	18,900.04	54.64
TOTAL 12-ADMINISTRATION	41,668	6,907.26	22,767.96	0.00	18,900.04	54.64
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	457,434	48,652.07	166,678.58	0.00	290,755.42	36.44
CONTRACTS & PROF. SVCS	89,600	0.00	13,913.80	0.00	75,686.20	15.53
MISCELLANEOUS	173,000	2,605.31	48,933.80	48.66	124,017.54	28.31
MAINTENANCE	19,132	3,085.17	4,030.62	0.00	15,101.38	21.07
UTILITIES	13,750	1,090.71	3,252.15	0.00	10,497.85	23.65
SUPPLIES	2,033,382	113,026.64	537,366.91	0.00	1,496,015.09	26.43
MISCELLANEOUS	26,455	222.73	3,145.72	0.00	23,309.28	11.89
DEBT SERVICE	128,357	0.00	450.00	0.00	127,907.00	0.35
CAPITAL EXPENDITURES	150,000	16,999.46	45,530.59	51,496.42	52,972.99	64.68
TRANSFERS	939,206	78,267.16	313,068.64	0.00	626,137.36	33.33
TOTAL 37-ELECTRIC DEPT.	4,030,316	263,949.25	1,136,370.81	51,545.08	2,842,400.11	29.47
TOTAL EXPENDITURES	4,071,984	270,856.51	1,159,138.77	51,545.08	2,861,300.15	29.73
REVENUE OVER/(UNDER) EXPENDITURES	0	73,660.80 (	77,656.64) (	51,545.08)	129,201.72	0.00

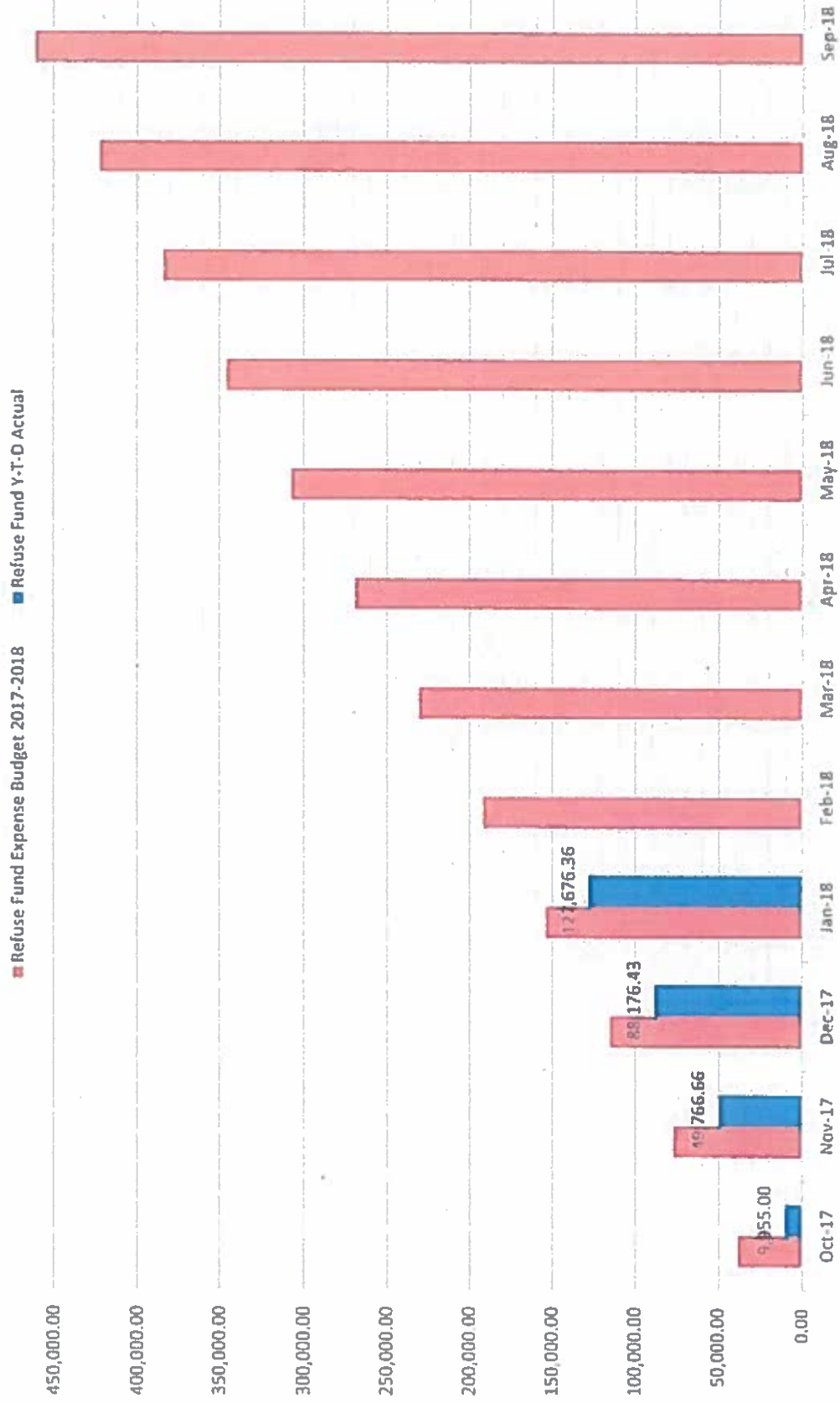
CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

## 715-ELECTRIC FUND

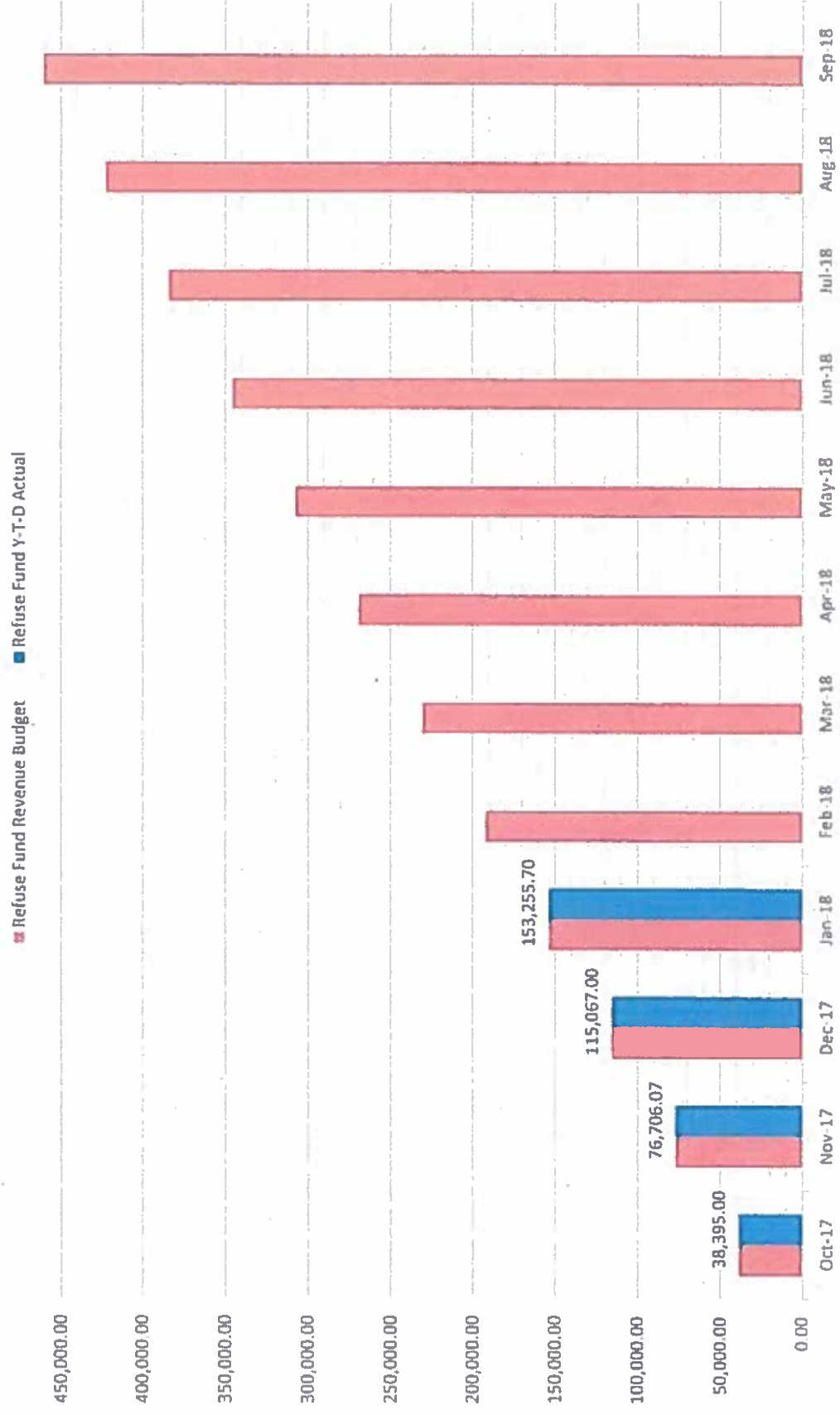
% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,000	540.00	1,945.00	0.00	5,055.00	27.79
715.00.5744.000 PENALTIES	50,000	2,331.77	11,163.99	0.00	38,836.01	22.33
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,497,485	310,518.82	962,244.83	0.00	2,535,240.17	27.51
715.00.5755.000 SURCHARGE	150,000	13,821.82	42,026.71	0.00	107,973.29	28.02
715.00.5757.000 PCA (POWER COST ADJ)	364,799	16,756.89	62,195.28	0.00	302,603.72	17.05
715.00.5762.000 INTEREST	2,700	548.01	1,906.32	0.00	793.68	70.60
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,071,984	344,517.31	1,081,482.13	0.00	2,990,501.87	26.56
TOTAL REVENUE	4,071,984	344,517.31	1,081,482.13	0.00	2,990,501.87	26.56

# Refuse Fund Expense Budget Year 10/2017 thru 9/2018



# Refuse Fund Revenue Progress Budget Year 10/2017 thru 9/2018





CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	460,499	38,188.70	153,255.70	0.00	307,243.30	33.28
TOTAL REVENUES	460,499	38,188.70	153,255.70	0.00	307,243.30	33.28
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	347,673	30,097.77	90,067.79	0.00	257,605.21	25.91
MISCELLANEOUS	110,426	9,202.16	36,808.64	0.00	73,617.36	33.33
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	800.00	0.00	1,600.00	33.33
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	460,499	39,499.93	127,676.43	0.00	332,822.57	27.73
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	460,499	39,499.93	127,676.43	0.00	332,822.57	27.73
REVENUE OVER/(UNDER) EXPENDITURES	0 (	1,311.23)	25,579.27	0.00 (	25,579.27)	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

## 720-REFUSE FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	354.31	1,579.41	0.00	5,920.59	21.06
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	192,384	15,974.35	64,153.18	0.00	128,230.82	33.35
720.00.5752.000 COMMERCIAL TRASH COLLECT	173,011	14,621.09	58,535.38	0.00	114,475.62	33.83
720.00.5755.000 RECYCLE	81,018	6,713.45	26,882.73	0.00	54,135.27	33.18
720.00.5755.001 RECYCLE FRANCHISE FEE	0	525.50	2,105.00	0.00	2,105.00	0.00
720.00.5762.000 INTEREST EARNED	6,346	0.00	0.00	0.00	6,346.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	240	0.00	0.00	0.00	240.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	460,499	38,188.70	153,255.70	0.00	307,243.30	33.28
TOTAL REVENUE	460,499	38,188.70	153,255.70	0.00	307,243.30	33.28

Agenda Section	Consent Agenda
Section Number	III.K
Subject	City Manager's Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	City Manager's Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## **City Manager Monthly Report**

### **City Manager General**

1. Top priority items:
  - a. Be ready for and promote growth.
    - i. Support Big D Concrete and LaFarge/Holcim expansion
    - ii. Make Camden Park a success.
  - b. Secure funding for wastewater system.
  - c. Keep the Police and Fire Department running optimally.
  - d. Complete Bond related projects.
    - i. Hamilton Street
    - ii. Street signs

### **Ordinances and Ordinance Changes**

1. New
  - a. Create preservation ordinance. The Main Street Manager will be completing this task. Due for draft completion in March 2018. (in-progress)
  - b. Materials left in public view. We have changed direction and are going to place these requirement into the existing ordinances. (in-progress)
2. Change
  - a. Storm water design manual. (backlog)
  - b. Water and Sewer design manual. (backlog)
  - c. Sign ordinance including Quilt Trail. (backlog)

### **Contracts/Interlocal Agreements**

1. Franchise agreement with Texas New Mexico Power. (complete)
2. Review and make changes as necessary to the JW Spain Little League ILA. Waiting on final changes to the Little League's insurance policy. (complete)
3. Boundary agreements with the Cities of Blue Ridge, Nevada, Josephine, Caddo Mills. (in-progress)
4. Caddo Basin SUD CCN agreement. (in-progress)
5. Big D annexation petition. (in-progress)
6. Big D/Anani development agreement with City of Farmersville. (in-progress)
7. Big D/Anani development agreement with TIRZ. (in-progress)
8. Review and make changes as necessary to the Peewee Football ILA. (backlog)
9. Review and make changes as necessary to the Riding Club ILA. (in-progress)

**Planning**

1. Update comprehensive zoning document. (in-progress)
2. Update subdivision regulations document (in-progress)
3. Update comprehensive plan. (in-progress)
  - a. Board/Committee review complete: May 2018
  - b. Interim rewrite: July 2018
  - c. Planning and Zoning review and Public Workshop: September 2018
  - d. City Council review: November 2018
  - e. Public hearing and Council approval: January 2019

**Policy/Procedural Changes**

1. Financial procedure. Accounts payable process. (backlog)
2. Logo policy. (backlog)
3. Website development and maintenance policy. (backlog)

**Personnel Related Matters**

1. Police Office Jason Dean resigned in February.

**Customer Service Window**

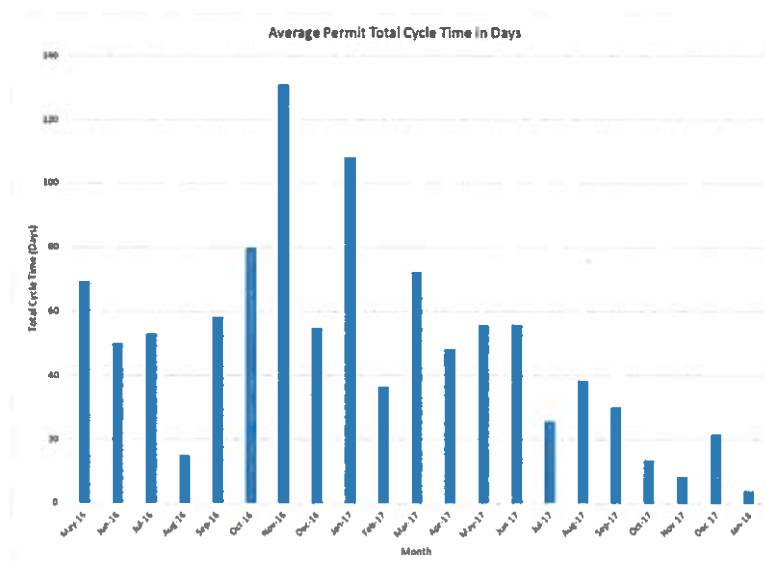
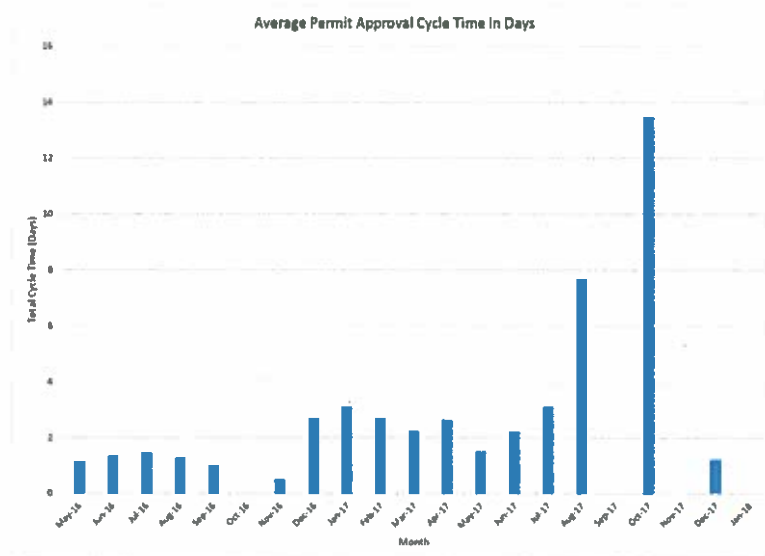
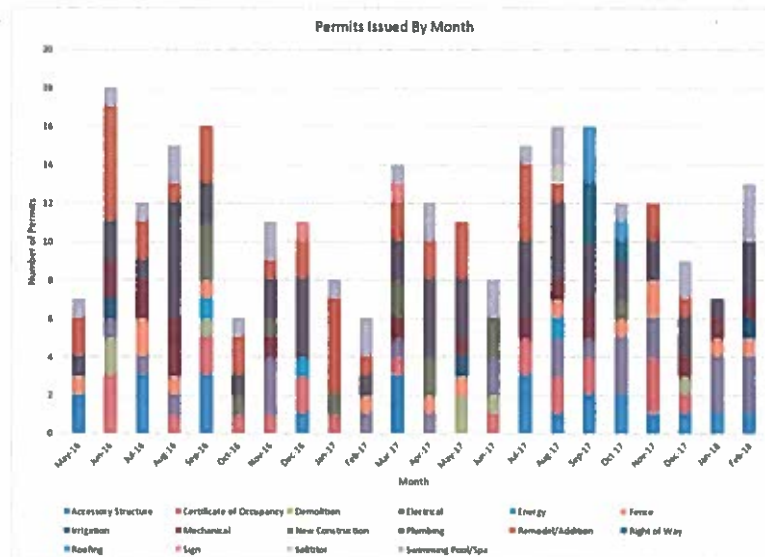
1. Customer service window bullet-proof glass update. The 3 defective pieces are being replaced by the manufacturer. (in-progress)

**Budget/Finance**

1. Processed tax note for Fire Department and Public Works radios.
2. Planning to attend the Collin County Appraisal Project Meeting annual ad valorem workshop in April.

**Development Services**

1. Camden Park
  - a. Development work continues.
    - i. Sewer lines are substantially complete.
    - ii. Water lines substantially complete and ready for testing.
    - iii. Storm water drainage work continuing.
    - iv. Started soil stabilization on the streets.
  - b. Lift station, gravity main, and force main project contractors are in place. Work is scheduled to begin in March. Texas Water Development Board FONSI public comment period is due for completion in March.
2. Big D Concrete
  - a. Received approval from KCS for bore permit. Finalizing paperwork with KCS.
  - b. Holcim has agreed to install cement terminal and engineering is going forward. KCS is considering building a 10,000' parallel track on their ROW to accommodate passing. Holcim still considering building a spur line to serve their facility.
  - c. Working on annexation petition and TIRZ development agreement.
3. See metrics following.



## Information Technology

1. Data migration from old server storage to new server storage. (75% complete)

### **Special Events/Projects**

1. Completed dedication of the “two girls” statue in Rambler Park.



## IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	FEDC (4A) Meeting Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	FEDC (4A) Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES**

January 18, 2018

The Farmersville EDC met in regular session on January 18<sup>th</sup>, 2018 at 6:30 p.m. in the City Hall Council Chambers with the following members present: Jason Lane, George Crump, and Randy Smith. Staff members present were City Accountant Daphne Hamlin, City Manager Ben White. Special guest recognized, Mayor Diane Piwko, Councilman Mike Hurst, Donna Williams, Randy Rice, and Leaca Caspari.

**CALL TO ORDER**

Mr. Lane convened the meeting at 6:30 p.m. and announced a quorum was present.

**RECOGNITION OF CITIZENS AND VISITORS**

Special guest recognized, Mayor Diane Piwko, Councilman Mike Hurst, Donna Willis, Randy Rice, and Leaca Caspari.

**PUBLIC COMMENT**

No public comment taken.

**REVIEW KEY INITIATIVE ARE GOALS (KIA'S)**

Mr. White addressed the 4A board, on list of brokers, Daphne is setting up appointments, nothing scheduled yet due to the holidays.

**RECEIVE UPDATE ON COLLIN COLLEGE**

No update to provide.

**CONSIDER, DISCUSS AND ACT UPON REGIONAL EDC COMMITTEE**

Mr. Lane asked about the mapping. Mr. White stated that it was his understanding Chairman Meguire is going to write a letter to start the formation of this committee. Chairman Meguire felt this is the best way to get this started. Mr. White said he has the names of the organizations we have agreed upon to invite. Mr. White said the next step is to send out letters.

**CONSIDER, DISCUSS AND ACT UPON TEX 21 COMMITTEE**

Mr. White said he went to meet David Dean with TEX21, to show that Farmersville knows what TEX 21 is about and our support. Mr. White said Mr. Dean is very knowledgeable on the Panama Canal, Ports, Port Arthur, reasons why Houston can't compete. Port Arthur is the place to bring in ships, very interesting conversation. Mr. Crump suggested to add this to the workshop for further discussion. Item was tabled for further discussion.

#### RECEIVE UPDATE ON BIG D CONCRETE

Mr. White said a development agreement between the City and Big D Concrete will go before City Council on the next regular scheduled meeting. A letter of credit from Big D Concrete was requested from TIRZ Board. Big D Concrete will submit a letter of request to the City of Farmersville requesting annexation into the City limits. The waterline bore is being worked on in conjunction with KCS Railroad. Mr. Smith asked if they are still looking at a June time frame and development of the distribution center. Mr. White stated it is still in play and Big D is working with KCS Railroad. Mr. Smith asked about the sewer line. Mr. White said if the City can get the funding from the TIRZ Board they will include the bore for the sewer line. A TIRZ Board meeting is scheduled for February, will request for funding at that time.

#### CONSIDER, DISCUSS AND ACT UPON COMPREHENSIVE PLAN GRANT

Mr. White requested the EDC 4A Board review the EDC section of the comprehensive plan grant. Mr. Crump asked to table item until workshop and have full board participation. Daphne is to add to the workshop agenda scheduled for January 27<sup>th</sup> 2018.

#### RECEIVE UPDATE ON CAMDEN PARK PROJECT

Mr. White stated Camden Park construction is going forward, a lot of progress regarding water and sewer line installation. Once water, sewer, and electric is installed, you will see streets going in. ATMOS came by and discussed installing gas terminal on the south side of Highway 380, west of O'Reilly. ATMOS may approach the EDC Board to ask for support. Mr. White stated that Camden Park had requested for gas in the area, which prompted ATMOS to contact us. If gas is not installed in time, Camden Park will go all electric.

#### CONSIDER, DISCUSS AND ACT UPON COLLIN COLLEGE FOUNDATION

Daphne asking if any of the EDC board members are interested in attending the Collin College Event. Mr. Crump asked about the funding this event. Mr. Lane stated his understanding we can sponsor this event as a sponsor not as a donation. On a motion by Mr. Crump to sponsor the Collin College Event, second by Mr. Smith, motioned carried.

#### CONSIDER, DISCUSS AND ACT UPON ITEMS FOR PAYMENT

On a motion made by Mr. Crump to approve items listed for payment (Collin College Foundation, \$7,500, Stetson Stiletto Event) with the a second by Mr. Smith, motioned carried.

#### CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR DECEMBER 2017

On a motion made by Mr. Crump to approve financial statements as presented with a second by Mr. Smith, motioned carried

CONSIDER, DISCUSS AND ACT UPON MEETING MINUTES FOR DECEMBER 21<sup>ST</sup> 2017.

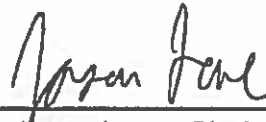
On a motion made by Mr. Smith to approve minutes as presented for December 21st 2017, second by Mr. Crump, motion carried.

DISCUSSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

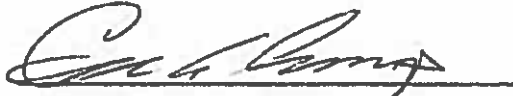
TEX 21 Committee  
Comprehensive Grant  
SBD  
2018 KIA's

ADJOURNMENT:

Meeting adjourned at pm. 7:06

  
\_\_\_\_\_  
Jason Lane, Chairman

ATTEST:

  
\_\_\_\_\_  
George Crump, Secretary

Agenda Section	Informational Items
Section Number	IV.B
Subject	FEDC (4A) Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	FEDC (4A) Financial Report: NO BANK STATEMENT
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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**Farmersville Economic Development Corp 4A  
Investment and Budget Report**

**February 2018**

**Prepared by: Daphne Hamlin**

**Farmersville Economic Development Corp 4A**  
**February 2018**

<b>Statement Balance 2-1-2018</b>	<b>\$179,135.92</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$20,135.37</b>
<b>Cking Int .05%</b>	<b>\$6.69</b>
<b>CD Interest</b>	<b>\$127.40</b>
<b>Transfer to Texpool</b>	
<b>check 1298</b>	<b>\$(7,500.00)</b>
<b>Statement balance 2-28-2018</b>	<b>\$191,905.38</b>
<b>Outstanding Transactions</b>	
<b>Sales Tax</b>	
<b>Transfer to Texpool</b>	
<b>CD Interest</b>	
<b>Oustanding checks</b>	<b>\$-</b>
<b>Balance 3-6-2018</b>	<b>\$191,905.38</b>



[illegible]

Agenda Section	Informational Items
Section Number	IV.C
Subject	FCDC (4B) Meeting Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	FEDC (4B) Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)**

**MINUTES ~ January 8<sup>th</sup>, 2018**

**5:45 P.M. City Council Chambers**

**PRELIMINARY MATTERS**

The Farmersville Community Development Corporation Board met on January 8<sup>th</sup>, 2018 in the City Council Chambers at City Hall. President John Politz called the meeting to order at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: John Politz, Katherine Hershey, John Garcia, Jesse Nelsen, Cynthia Craddock-Clark, Mike Goldstein and Tobey Ferguson. Others recognized were Daphne Hamlin, City of Farmersville Finance Director; Mayor Diane Piwko; Lisa Eastman, Leaca Caspari, Donna Williams, Randy Rice, Councilman Tod Rolen, John Young Amenities Board and City Manager Ben White.

**PUBLIC COMMENT**

President John Politz opened the floor for comments; no one spoke.

**CONSIDER FOR APPROVAL DECEMBER 11<sup>TH</sup>, 2017 MEETING MINUTES**

Tobey Ferguson made a motion to approve the minutes of December 11<sup>th</sup> 2017 with changes, adding Mike Goldstein as present. Motion was seconded by John Garcia and passed unanimously.

**CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT**

Mike Goldstein made a motion to approve the items as presented for payment. Motion was seconded by Tobey Ferguson and passed unanimously.

**CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR DECEMBER 2017 AND ANY REQUIRED BUDGET AMENDMENTS**

John Garcia made a motion to approve the December 2017 financial statements as presented. Mike Goldstein seconded the motion, which passed unanimously. Chairman Politz stated the Main Street Board has requested to order (2) additional historical markers. Cost of markers are \$1,400.00 per marker. Placement of marker depends on where TXDOT allows. Chairman Politz stated it does make sense to add these markers. Possibly purchasing one historical marker this budget year and the other the next upcoming budget. Katherine Hershey made a motion to amend 2017-2018 budget to purchase both historical markers, Mike Goldstein second the motion, which passed unanimously.

**DISCUSSION AND POSSIBLE ACTION REGARDING PLAYGROUND EQUIPMENT**

Mr. White passed around to the board pamphlets on rubber mulch, along with samples of rubber mulch, and engineered wood fiber. Mr. White brought up the information regarding playground equipment on the projector for board review. Mr. White stated the City Amenities Board has recommended using the engineered wood fiber and placing it in all the playground areas. City Amenities Board stated rubber mulch not a preferred product, not as soft if you were to land on it. Rubber mat is too expensive in comparison, rubber mat is used in a more controlled area. The Oceanside playground equipment the Amenities board recommended, and after further discussion with the vendor, they have lowered the cost by \$600.00 Dollars. City Amenities Board is also recommending to add (2) sit and spin instead of the merry-go-round and to be placed in the same area. Another recommendation was to add (2) whizzy dizzy to the playground equipment in the same area. City Amenities Board is recommending to remove the current metal slide in the City Park and replace with a 3 panel cyclone challenger and serpent pod climber.

Chairman Politz asked about the existing playground equipment does it stay there. Mr. White presented a drawing of the existing playground and the proposed new equipment, the existing playground will stay in place just adding more equipment and replacing the metal slide with the climbing equipment. Mr. Goldstein asked about the engineered wood fiber mulch, would it be possible to use regular mulch. Mr. White said he asked the same question, could not due to the fact we have several different species of trees, do not know what pesticides where used. The engineered fiber mulch comes from a tree farm and is safe. Mr. White asked if this is the direction the board would like to go. Chairman Politz stated if purchased all equipment would it be a full truck having only one freight charge. Mr. White stated may have to have separate shipping, but public works would do all the work of setting up equipment and installing engineered wood fiber, which is a big savings. Chairman Politz asked if there is a warranty. Mr. White stated yes but do not have information in front of me. Ms. Ferguson asked if the vendor offer installation, would that void any warranty. Mr. White stated not sure but will be sure and ask. Chairman Politz asked due to where the new park equipment is being located, will there be additional lighting, due to the possibility of vandalism. Mayor Piwko stated we currently are monitoring the park. Mr. White asked if we are on the right track, will come back with a layout. Mr. White stated he will have a layout showing the placement of benches, equipment, and total cost of park equipment and engineered wood mulch at the next regular scheduled 4B meeting.

Mr. White updated the board on the playground equipment at Southlake Park, received an estimate to repair slide, cost of \$3,150.00 to repair slide it needs a custom made piece for it. Mr. White stated we have had complaints on this piece equipment. Mr. White stated need to remove pebbles and replace with engineered wood fiber. Mr. White stated to update Southlake Park equipment would cost approximately 10K. Ms. Hershey felt the need to move forward and replace the slide tube and pebbles. Chairman Politz stated definitely need to replace slide, good investment. Ms. Ferguson asked about the platform is it metal or plastic. Chairman Politz stated feels it is metal coated with plastic. Board agreed to spend \$3,150.00 plus engineered wood fiber.

Mr. White presented placing swings at Rambler Park. Presented several arch designs, look nice can be 3 bay long at a cost of \$8,600, 8 foot high. Mr. White said he will present a layout for future purchases.

#### **DISCUSS MAIN STREET MANAGER SEARCH PROGRESS**

Chairman Politz asked to convene into an executive session at 6:50, and asked Daphne Hamlin and Ben White to attend. Board reconvened at 7:28. Mr. White stated we have 3 viable candidates, completed first stage and second interview will begin shortly.

#### **DISCUSSION AND POSSIBLE ACTION REGARDING DIRECTIONAL SIGNAGE**

Mr. White has info on one way street signs, not costly 200-300 dollars. Chairman Politz said they are definitely needed in the downtown area. Mr. White asked what problem are you seeing. Ms. Williams said in front of her store at McKinney Street and Main Street, seeing cars going the wrong way. Mr. White stated a sign can be placed on the lamp post to help direct traffic. Chairman Politz asked about way finding signs. Mr. White said we can cover this at a future meeting.

#### **CITY MANAGER REPORT – BEN WHITE**

Mr. White stated JW Spain no real news. Installed Historic district sign on McKinney Street, Christmas parade well attended, Civic Center – Library – Senior Center completed repair to the sub floor at the library, only thing left is to get the flooring in, it is on order and anticipate March 2018 re-opening. New Comprehensive Plan workbook to help with the redevelopment of the comprehensive plan is available for review. Sections of this needs to be covered with the 4B Board. Central business study section will be presented at next regular scheduled meeting. Please review and recommend any changes. Main Street Grant downtown continues, request for bid is out, bid opening is January 18th 2017. Camden Park development continue, first home to be built by June 2018. Wastewater system improvements, waiting

on final approval from Texas Water Development Board. Bids are going out this week. Currently working on approval for waterline with KCS Railroad for Big D Concrete. Clean up day still do not have final numbers

#### MAIN STREET MANAGER UPDATE

Chairman Politz stated one new business in town and one business left. In January Country Road Trading Post came in to town, everything else is status quo. There were 11 vendors for Farmers and Fleas.

#### DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Pop up tent with logo/ 2 sides/ sandbags

Playground equipment different options

Comprehensive plan

#### ADJOURNMENT

There being no further business, John Politz adjourned the meeting at 7:47 PM.

Signatures.

John Politz, President

Cynthia Craddock-Clark, Secretary

Mike Goldstein - Vice President

Agenda Section	Informational Items
Section Number	IV.D
Subject	FCDC (4B) Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	FEDC (4B) Financial Report: NO BANK STATEMENT
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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**Farmersville Community Development Corp 4B  
Investment and Budget Report**

**February 2018**

**Prepared by: Daphne Hamlin**

**Farmersville Community Development Corp 4B**  
**February 2018**

Statement Balance 2-1-2018	\$290,040.92
Deposits:	
Sales Tax:	\$20,135.37
New Checking Int. .05%	\$11.11
Wire Fee	\$(10.00)
Checks 2752,2754-2758,2760	\$(6,783.18)
Balance 2-28-2018	\$303,394.22

**Outstanding Transactions**

Sales Tax	
Transfer to Texpool	
CD Interest	
Outstanding checks 2759,2761	\$(400.00)
Balance 3-6-2018	\$302,994.22



Farmersville Community Development Corporation  
Financial Statement  
For the Fiscal Year Ended September 30, 2018

3/7/2018

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	264,342.12	\$254,014.74	\$262,399.63	\$276,111.23	\$289,990.92							
Deposits:												
Sales tax deposits	19,322.84	19,542.30	\$17,078.99	18,423.31	20,135.37							
Interest income-bank	10.42	10.36	\$11.21	11.75	11.11							
Transfer to TexPool												
Transfer From Texpool to First Bank	(10.00)	(10.00)	\$10.00	(10.00)	(10.00)							
Misc												
Purchase new checks												
Misc. account adj												
Total Revenues	283,666.38	273,567.40	279,478.83	292,536.29	310,127.40	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	- \$
Disbursements:												
Main Street Personnel & Supplies												
Personnel												
Supplies												
Miscellaneous	\$ 273.76	\$ 1,755.77	\$ 1,288.00	\$ 490.92	\$ 985.00							
Reimburse City for accounting												
Chamber of Commerce	\$ 12,000.00											
May Taxes												
Land Purchase	\$ 4,998.18				\$ 4,998.18							
Fire Works	\$ 1,000.00											
Bain Honaker House Restoration												
Farmersville Heritage Museum												
Chamber Trick it up bike ride												
Chaparral Trail Marketing	\$ 675.00	\$ 675.00	\$ 675.00	\$ 200.00	\$ 1,150.00							
Collin College Sponsorship												
Parks Equipment	703.70	\$ 1,750.00	\$ 703.70									
National Register Plaques												
Safety Equipment		\$ 1,977.00	\$ 204.19	\$ 1,864.45								
November 4 clean up day												
Christmas Lights	10,000.00											
North East Texas Trail		5,000.00	\$ 518.71									
Total Expenses	29,850.64	11,157.77	3,388.60	2,545.37	7,133.18	-	-	-	-	-	-	-
Ending Bank Balance	254,014.74	252,399.63	276,111.23	289,990.92	302,994.22							
TEXPOOL Balance	85,792.95	\$85,967.00	\$85,992.80	\$86,047.62	\$86,136.37							
Interest Income-TEXPOOL	76.12	\$ 74.05	\$ 85.80	\$ 94.82	\$ 88.72							
Total Available Funds	339,867.89	348,266.53	362,064.03	376,038.54	389,130.59							

Signed:

## 3/7/2018

## Excess Revenue Over Expenses

Agenda Section	Informational Items
Section Number	IV.E
Subject	Main Street Board Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	Main Street Board Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **Farmersville Main Street Board Minutes January 8<sup>th</sup>, 2018 City Hall**

### **Call to Order, Roll Call, Recognition of Visitors:**

Meeting called to order at 4:48 PM by President Randy Rice. Present were board members Doris Cooks, Glenda Hart, and 4B representative John Politz. Also present Leaca Caspari, Donna Williams, Mayor Diane Piwko, City Manager Ben White, Reagan Rothenberger and City Accountant Daphne Hamlin. Absent were Marry Berry and Kim Smith-Cole. No one wished to come forward for public comments.

### **Consider for approval December 11th, 2017 Meeting Minutes:**

There was no discussion regarding the December 11th, 2017 meeting minutes; motion to approve by Doris Cook, second by Glenda Hart. Minutes were approved as presented.

### **Consider for approval December 2017 Financial Statement:**

The statement was approved as presented.

### **Consider, discuss with possible action for new cover and sides for Main Street Canopy and weights**

President Randy Rice stated the cover and sides for the Main Street canopy need to be replaced, beginning to tear. Needed are one side with logo and two plain sides along with sand bags. Ms. Hart asked if it was necessary and if we have funds available. Ms. Cooks asked to move forward and investigate the cost of replacement.

### **Farmers & Fleas Market Report**

President Randy Rice reported Farmers and Fleas in December was a very successful event. January was very cold and feels as though it kept the vendors and customers away.

### **National Register District Plaque**

President Rice stated City has ordered the plaques for 5 buildings. Daphne inquired of vendor on the progress of the plaques. Daphne was advised the order needs to go out for rebid. President Randy Rice asked the board to review the map of the historic district. *(Attachment (1))* In the green circle, number 1 is the historic district plaque that was unveiled during the Christmas parade. In the red number 2 and 3 making plans to get historic markers, especially on South Main (number 2). Proposed plaque number 3 we will need to get clearance from TXDOT due to being on business 78. Mr. White said it would be best to get with TXDOT to get a permit. President Randy Rice will make a recommendation to 4B regarding purchasing the additional plaques.

### **Main Street Manager Report:**

President Rice stated during the month of December we had the Christmas parade, and dedication of the new plaque. In attendance of the unveiling of the new plaque

we had two original Main Street Board members, Loydell Seward and Jim Foy. Paul Kelly, son of original board member Hattie Kelly, unveiled the plaque. Jim Foy was masters of ceremonies. There was one new business opened and 1 business closed. In January we had a new business open "Country Roads".

#### **New Manager Search progress**

Mr. White updated the new Manger search progress. Mr. White stated currently in the audience we have a candidate Mr. Reagan Rothenberger. Mr. Rothenberger asked to view the Main Street Board meeting. Mr. White stated will also have 2 other candidates that will come back for their 2<sup>nd</sup> interview tomorrow. All 3 candidates will be back tomorrow for 2<sup>nd</sup> interviews. Mr. White stated these interviews will be with the City staff, things are moving along.

#### **City Manager Report and Comments**

Mr. White said the downtown merchants continue to support City Christmas lights. Rain has caused some outages. The historic sign on west end of McKinney Street is installed. Main Street grant ADA engineering is complete, bids are out, opening of bids January 18<sup>th</sup>, 2018. Tomorrow is approval of the comprehensive plan workbook, several sections in this workbook. Very important to review section on Central Business District Study. Camden Park development continues to install water lines. Waste water system continues forward, waiting for final environmental clearance. West side lift station will support development along Highway 380 and Camden Park. Currently awaiting approval from KCS for waterline bore for Big D Concrete.

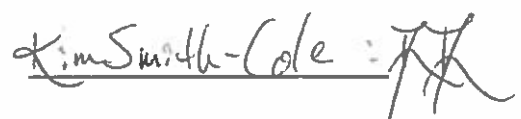
#### **Discussion of placing items on future agendas:**

No items

**Adjournment:** With no further business to discuss, the meeting was adjourned by Randy Rice at 5:14 PM



Randy Rice, President



Kim Smith-Cole, Secretary

Agenda Section	Informational Items
Section Number	IV.F
Subject	Main Street Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	Main Street Monthly Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Main Street Monthly Report  
March 2018  
Reported by  
Reagan Rothenberger



**ORGANIZATION/ADMINISTRATION:**

Month	Studying past files, organizing office.
5	Farmers and Fleas volunteer review. Deposited proceeds.
6, 15, 27	Editing the proposed Historic Preservation Ordinance.
7, 22, 26	Edited and delivered Downtown Shopping Guides to businesses.
7, 8	Submitted January Report to the Texas Historical Commission
7, 8	Prepared all documents pertaining to the February Main Street and 4B Meetings
9	Spoke with Debra Drescher at the Texas Main Street. We have achieved Main Street reaccreditation.
12	Attended and supported the Main Street & 4B Board Meetings
13	Attended City Council Meeting
14	Met with potential purchasers of 109 College St. (Thain Home) Gave tour of downtown.
15, 27	Editing the CBD Section of the Farmersville Comprehensive Plan
15	Attended Chamber of Commerce "Lunch and Learn"
22	Met with Mary Berry as board member to discuss general downtown ideas.
26	Met with Councilman Overstreet to discuss the vision of Main Street.
27	Attended City Council Meeting
28, 29	Began preparing for 4B and Main Street Workshops to discuss Comprehensive Plan.
29, 30	Farmers and Fleas Preparation

**PROMOTION:**

3	Farmers & Fleas Market, walked downtown to study pedestrian traffic. Researching better signage.
6	Spoke to Rotary about myself and the concept of Main Street.
8	First Audie Murphy Day Meeting
22	Farmersville Heritage Museum Meeting – working to reinvigorate the project.
Month	Managed the Farmersville Main Street Facebook Page and began an advertising campaign.

**DESIGN:**

8	Re-working our order of "National Register" plaques for certain downtown buildings.
Month	Working on the design guidelines portion of the proposed Historic Preservation Ordinance.
Month	Evaluating various wayfinding signage in the district and how to improve it.

**ECONOMIC RESTRUCTURING:**

Month	Continued to meet with many business owners.
10, 14, 21, 27	Working with Ms. Doris Williams on potential uses of the Candy Factory.
28	Have identified a restaurant to target for downtown – Tender BBQ of Celina.

Agenda Section	Informational Items
Section Number	IV.G
Subject	Planning & Zoning Commission Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	Planning & Zoning Commission Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>





**CITY OF FARMERSVILLE  
PLANNING AND ZONING COMMISSION MINUTES  
REGULAR CALLED MEETING  
December 18, 2017, 6:30 P.M.  
COUNCIL CHAMBERS, CITY HALL  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Chairman Bobby Bishop presided over the meeting which was called to order at 6:32 pm. Commissioners Kevin Adamson, Sarah Jackson-Butler, Paul Kelly, and Luke Ingram were in attendance. Lance Hudson and Russell Chandler were not present at roll call. Also in attendance were City Manager, Ben White; staff liaison, Sandra Green; City Attorney, Alan Lathrom; and Council liaison, Craig Overstreet.
- Paul Kelly led the prayer and the pledges to the United States and Texas flags.
- Sandra Green stated that Russell Chandler arrived at the meeting a few minutes after roll call.

**II. PUBLIC HEARING**

- A. Public hearing to consider, discuss and act upon a recommendation to City Council regarding the proposed amendments to the City of Farmersville's Comprehensive Plan including a discussion of the various changes, formats, and modifications proposed to the current Plan and the proposed amended plan.
- The public hearing was opened at 6:33 p.m.
  - Jim Foy who resides at 211 College Street addressed the Commission and stated he thought the document was good, but he thought it read more as a study instead of a Comprehensive Plan. He feels that it should be adopted as a tentative plan or appendix instead of the actual Comprehensive Plan because there is no way to go through the whole document thoroughly with the deadline that has been set forth.
  - Ben White stated the idea was to use the proposed Comprehensive Plan as a

workbook and build that into what we currently have. He explained the City would use the document to create the new Comprehensive Plan. He said the Main Street information was discussed in the Central District Area, but he has instructed GrantWorks to put more information into the Main Street section. Economic Development and City Amenities Boards could pull their prospective section and look in depth at those for changes. He explained the Introduction, Population Analysis, Housing Study Section, Economic Development Section, Parks and Recreation Section, and the Strategic Plan would be lifted from the GrantWorks document and be used to create the new Comprehensive Plan. He indicated the Land Use, Transportation, and the Utility, Infrastructure and Public Facilities Sections would be used out of the City's current Comprehensive Plan. He stated the Capital Improvements Plan would be approved through a separate ordinance. The Zoning and Subdivision Sections will also be separate ordinances as well. He also added that Zachary Stern from GrantWorks had to leave all the redundancy in the Parks and Recreation Sections so that we could use it as a Parks Master Plan. He explained to the Commission that some of the graphs did not transfer over from the old document, but that would get fixed. Also, he stated the words "mobile homes" did not get taken out yet. He wants Zachary Stern to add a sentence that indicates the Parks and Recreation Section is the City Master Parks Plan. He also stated the document has the incorrect City logo on one page and that will be corrected. He explained that Zachary Stern will be changing the population numbers to better reflect the people who will be buying homes in Camden Park and apartment complexes that are going to be built in the City. He indicated that all the pages of the Table of Contents were not in the document. He suggested the Commission give conditional approval with the changes as stated.

- Craig Overstreet stated that Ben White had indicated bringing the Strategic Plan as part of the workbook. The problem he had with that was that timing was related to the plan. He stated the tax rate may keep us from doing some of those implementations. He was concerned about moving that over from the proposed Comprehensive Plan.
- Bobby Bishop stated the Commission would be recommending to the City Council to use the proposed Comprehensive Plan from Grantworks as a workbook. The proposed Comprehensive Plan would be used to guide other documents and ordinances as well.
- Ben White explained the way the City would use the workbook by lifting some information and then putting a critical eye on those sections to see if they are doing what we want for our Comprehensive Plan. There are items we are going to change, especially the Implementation Plan.
- Bobby Bishop stated we are not adopting this as the verbatim plan, it will be a workbook.
- Bobby Bishop closed the public hearing at 6:50 p.m.

- Motion to approve the document as a workbook and recommend to City Council made by Paul Kelly
- 2<sup>nd</sup> to approve made by Sarah Jackson-Butler
- All members voted in favor

### **III. Items for Discussion and Possible Action**

#### **A. Consider, discuss and act upon minutes from September 18, 2017.**

- - Motion to approve made by Paul Kelly
  - 2<sup>nd</sup> to approve made by Russell Chandler
  - All members voted in favor

#### **B. Consider, discuss and act upon a recommendation to City Council regarding a Final Plat for S&D Properties Addition, Lots 1 & 2, Block 1.**

- Bobby Bishop explained the City Engineer had stated the plat met all the City requirements and provided a letter of approval.
  - Motion to approve made by Paul Kelly
  - 2<sup>nd</sup> to approve made by Kevin Adamson
  - All members voted in favor

#### **C. Consider, discuss and act upon a recommendation to City Council regarding a Final Plat for the Summit Addition, Lot 1, Block 1.**

- Bobby Bishop explained the City Engineer had stated the plat met all the City requirements and provided a letter of approval.
- Ben White stated the owner of the property had provided a utility easement along the front and side of his property that would help the neighboring property.
  - Motion to approve made by Paul Kelly
  - 2<sup>nd</sup> to approve made by Russell Chandler
  - All members voted in favor

#### **D. Consider, discuss and act upon a recommendation to City Council regarding a Final Plat for Wilson Hill Estates, Lots 1 & 2, Block A.**

- Sandra Green explained to the Commission that Mr. Wilson had come in and explained he tried to get a building permit through the County but he was told the property had to be platted since it had been subdivided. Since some of the land was less than five acres, it had to be platted per the City's Code of Ordinances. We included both Mr. Wilson's property and the portion he sold to his neighbor on the plat. By platting he would be able to obtain the building permit for his structure that he was wanting to build. She indicated that Mr. Wilson already had a septic system on his property.
- Paul Kelly asked if there were any issues with easements that could hurt the City down the road.

- Ben White indicated all necessary easements were provided.
- Alan Lathrom wanted to clarify that when land is under common ownership and then some of the property is sold, both pieces of property are required to be platted.

- Motion to approve made by Russell Chandler
- 2<sup>nd</sup> to approve made by Lance Hudson
- All members voted in favor

E. Consider, discuss and act upon a recommendation to City Council regarding a Final Plat for the Summit Addition 2, Lot 1, Block 1.

- Ben White indicated all the easements had been dedicated on the plat.
- Sandra Green stated the lot had to be platted because it had never been platted before. The City's Code of Ordinances requires a plat if they are building a new structure on a piece of property that has never been platted.

- Motion to approve made by Paul Kelly
- 2<sup>nd</sup> to approve made by Sarah Jackson-Butler
- All members voted in favor

#### **IV. Adjournment**

Meeting was adjourned at 6:58 p.m.

ATTEST:

  
Sandra Green, City Secretary

APPROVE:

  
Bobby Bishop, Chairman





**CITY OF FARMERSVILLE  
PLANNING AND ZONING COMMISSION MINUTES  
REGULAR CALLED MEETING  
January 22, 2018, 6:30 P.M.  
COUNCIL CHAMBERS, CITY HALL  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Chairman Bobby Bishop presided over the meeting which was called to order at 6:33 pm. Commissioners Sarah Jackson-Butler, Kevin Adamson and Lance Hudson were in attendance. Luke Ingram, Paul Kelly, and Russell Chandler were absent. Also in attendance were City Manager, Ben White; staff liaison, Sandra Green; City Attorney, Alan Lathrom; and Council liaison, Craig Overstreet.
- Craig Overstreet led the prayer and the pledges to the United States and Texas flags.

**II. Items for Discussion and Possible Action**

- A. Consider, discuss and act upon on the Final Plat of Robles Estates, Lots 1-3, Block A.
- Bobby Bishop asked if the owners were splitting one lot into three lots.
  - Sandra Green stated the owners are three brothers and they are splitting one big lot into three because they want to build homes.
  - Bobby Bishop explained the property was in the City's ETJ. He stated the property was located off of the Chaparral Trail. He also said a letter was received by the City Engineer indicating the plat met all the City's requirements and they are recommending approval.
    - Motion to approve made by Sarah Jackson-Butler
    - 2<sup>nd</sup> to approve made by Kevin Adamson
    - All members voted in favor

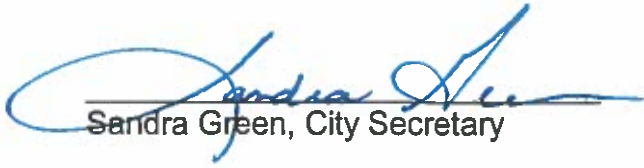
B. Discussion regarding the timeline of review and approval of the Comprehensive Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan.

- Ben White stated the City Council had asked him to put a schedule together for review and approval of the Zoning Ordinance and the Subdivision Ordinance. Also, we included a timeline of events for the Comprehensive Plan. Ben went over the schedule explaining the timeline and how the documents would be reviewed and approved.
- Bobby Bishop asked what precipitated the re-write of the Zoning and Subdivision Ordinances.
- Ben White stated it was to modernize the document.
- Sandra Green explained there were a lot of state laws that had changed and needed to be reflected as well.
- Bobby Bishop asked if 4A funded the re-writes.
- Ben White stated yes 4A funded the project and we needed a document that was easier to read and understand. The idea was to make it easier for people who want to develop here.
- Sandra Green stated staff had thoroughly went over the document prior to the meeting.
- Ben White explained there were a few major changes like the masonry requirements and asked Sandra Green if there were any zoning use changes.
- Sandra Green stated there were. She explained that the Highway Commercial District was changed to an overlay district instead of a standalone district. Not only do the developers have to abide by the rules and guidelines of whatever the property is zoned, but they have to meet the additional requirements of the Highway Commercial Overlay District if they fall within that area. The same was done for planned developments. She stated another item that was added to this zoning document was mother-in-law homes, or cottages to house family members on the same lot. For example, it is common now for sons and daughters of elderly parents to want their parents living in a smaller house on their property as well. This new version of the Zoning Ordinance would allow for that with some restrictions. The masonry items that were added would require 75% on the first floor and 50% on the second floor. With multi-family it would require 80% on the first floor and 50% on the second floor.
- Ben White stated that on the Comprehensive Plan certain sections will be pulled and have each board that has a section review it before the document is brought together as a whole. He explained that after all of the reviews public hearings would take place.

### **III. Adjournment**

Meeting was adjourned at 6:45 p.m.

ATTEST:

  
Sandra Green, City Secretary

APPROVE:

  
Bobby Bishop, Chairman



## **V. Reading of Ordinances**



Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon first and only reading of Ordinance #O-2018-0313-001 granting Texas-New Mexico Power Company the non-exclusive right to use and occupy rights-of-ways within the City of Farmersville for the construction and operation of an electric transmission and distribution system within Texas-New Mexico Power Company's Certificate of Convenience and Necessity.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	O-2018-0313-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE #O-2018-0313-001**

**AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, GRANTING TO TEXAS-NEW MEXICO POWER COMPANY, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF FARMERSVILLE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM WITHIN TEXAS-NEW MEXICO POWER COMPANY'S CERTIFICATE OF CONVENIENCE AND NECESSITY; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PRESCRIBING COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.**

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

**SECTION 1. GRANT OF AUTHORITY**

There is hereby granted to Texas-New Mexico Power Company, a Texas corporation, its successors and assigns (herein called "Company") the non-exclusive right, privilege, and franchise ("Franchise") to construct, extend, maintain and operate electric lines and pertinent facilities ("Company's Facilities") including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own non-commercial use, in, along, over, under and across the present and future streets, alleys and highways, public places and public ways ("Public Rights-of-Way") of Farmersville, Texas (herein called "City")

**SECTION 2. PURPOSE**

The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, maintain, operate and remove Company's Facilities within the public rights-of-way of the City. In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and Statutes of the State of Texas as the same may be amended, or any of its rights and powers under or by virtue of present or future ordinances of the City. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company for, or in support of, the transmittal and delivery of electricity. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory

powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

### **SECTION 3. TERM**

This ordinance shall become effective upon Company's written acceptance and execution hereof in accordance with Section 17 of this Franchise, said written acceptance to be filed by Company with the City within sixty (60) days after final passage by the City and approval hereof. The right, privilege and franchise granted hereby shall expire December 31, 2023.

### **SECTION 4. OPERATION, CONSTRUCTION AND MAINTENANCE OF COMPANY'S FACILITIES:**

- A. As required by Farmersville Code of Ordinances, Company and its agents are required to obtain permits from the City for all excavations of the Public Rights-of-Way but Company will not be required to pay permitting fees, an annual Right-of-Way registration fee, or any other fee, save and except the Compensation described in Section 10 hereafter.
- B. **Company's Facilities shall be placed and maintained in such manner as not to interfere with traffic, and the location, relocation, construction, and manner of erection of Company's Facilities shall at all times be subject to the police power of the City.**
- C. Company's property and operations within the City Public Rights-of-Way shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, or other state or federal law, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company may believe are contrary to any federal, state, or local law, rules, or regulations.
- D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.
- E. Company shall cooperate with the City by providing reasonable information regarding the location of current and future overhead and underground wires and poles within the Public Rights-of-Way. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the

Public Rights-of-Way shall be furnished to the City upon request. The maps shall be provided in electronic digital format, if available.

- F. Company shall have the authority to trim trees or other natural growth overhanging any of Company's Facilities so as to reasonably prevent branches from coming in contact with the Company's Facilities. Company shall have in place a Vegetation Management Plan, including a Distribution Vegetation Management Program and Guidelines, and shall provide City with a current copy of same, upon request. If the City requests a current copy of any of the foregoing documents, release of such shall be pursuant to the same confidential protection process identified in Section 11, Subsection E of this Franchise. Company shall conduct its tree-trimming activities in accordance with i) its Vegetation Management Plan, as amended, and filed with the Texas Public Utility Commission under Substantive Rule 25. 96(e), and ii) its related Distribution Vegetation Management Program and Guidelines, as amended by Company from time to time, and will address concerns or complaints with regard to its tree trimming activities upon reasonable request. Except in emergency situations or in response to outages, and in accordance with Company's Vegetation Management Guidelines, Company shall provide reasonable notice and opportunity to meet with affected property owners and the City prior to beginning planned Distribution tree-trimming activities.

#### **SECTION 5. RELOCATION OF COMPANY'S FACILITIES:**

- A. The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.
- B. Upon request by the City, Company shall at its own expense change, rearrange, relocate, alter or remove any of Company's Facilities maintained by Company under this Franchise when the changing, rearranging, relocation, altering or removal thereof may be reasonably necessary in the reconstruction or construction of any public work or project or public improvement undertaken or directed by the City, alone or jointly, specifically including, but not limited to, the widening or straightening of a street which the City and Company agree includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street and including modifications to sidewalks required by the Americans with Disabilities Act for wheelchair ramps). The City acknowledges that any modifications to the Company's Facilities may affect the safety and reliability of electric transmission and delivery within the City and the City hereby agrees to provide Company with at least thirty (30) days' notice and consult with Company

regarding a new location for such facilities along the Public Rights-of-Way of the street.

- C. When Company is required by the City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Rights-of-Way improvements, and Company is eligible under federal, state, county, city or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through the City, provided that no City matching funds would be required, the scope of the City project would not be diminished, and the City would not be required to spend additional monies, Company's costs and expenses shall be included in any application by the City for reimbursement, if Company submits its cost and expense documentation to the City prior to the filing of the application. The City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such removal or relocation to City.
- D. If the City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.
- E. If the City requires Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to accommodate the actions or plans of private individuals or entities other than the City who are developing or intend to develop property and are seeking to use, or use with greater convenience, said Public Rights-of-Way, then such private individuals or entities shall be responsible for the relocation costs, provided that in no event shall the City be liable for such relocation costs, and Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse Company for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Company's Facilities.

#### **SECTION 6. EXCAVATIONS AND OBSTRUCTIONS:**

Any and all excavations and obstructions in and upon the Public Rights-of-Way and other public places in the City caused by Company's operations under this Franchise shall be

repaired and removed by Company as quickly as is reasonably possible, under the circumstances.

**SECTION 7. INDEMNITY:**

- A.** In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City and its past and present officers, agents, and employees, harmless against any and all liability arising from any claim, lawsuit, or action brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's or any of its officers', agents', or employees' intentional and/or negligent acts or omissions in connection with Company's construction, maintenance, and operation of Company's System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.
- B.** This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of Company or its officers, agents, or employees, and does not apply to the extent such loss, damage, or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, employees, or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.
- C.** In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between Company and the City based upon the comparative fault of each.
- D.** In fulfilling its obligations to defend and indemnify the City, Company shall have the right to select defense counsel, subject to the City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this Contract. If Company fails to retain counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by the City, except as otherwise provided in Sections 7, Subsection B and 7, Subsection C of this Franchise.

## **SECTION 8. LIABILITY INSURANCE:**

Company shall, at its sole cost and expense, obtain, maintain or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

1. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
  - a. Products/completed operations to be maintained for a warranty period of two (2) years;
  - b. Personal and advertising injury;
  - c. Contractual liability; and
  - d. Explosion, collapse, or underground (XCU) hazards.
2. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
3. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for workers compensation claims.
4. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except workers compensations coverage. The certificate of insurance must state that the City is an additional insured.
5. Company shall require its contractors and subcontractors to maintain, at their sole cost and expense, the following:
  - a. A minimum of three million dollars (\$3,000,000) each occurrence or each accident commercial general or excess liability and automobile liability insurance with a minimum policy limit of one million dollars

(\$1,000,000) combined single limit each accident throughout the course of work performed; and

- b. Also, contractors and subcontractors shall be required to maintain statutory workers compensation benefits in accordance with the regulations of the State of Texas. The minimum limits for employers' liability insurance shall be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

In the event a claim exceeds the contractors' or subcontractors' insurance coverage, Company shall be responsible for covering any deficiencies between its contractors' or subcontractors' insurance coverages and the amount of the claim. Company shall provide to the City upon request proof of its contractors' and subcontractors' compliance with these insurance requirements.

6. Company shall provide proof of insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

#### **SECTION 9. NON- EXCLUSIVE FRANCHISE:**

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

#### **SECTION 10. COMPENSATION TO THE CITY:**

In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

1. A final quarterly payment under the previous franchise agreement will be made on or before April 30, 2018 that will consist of an amount for the period of January 1, 2018 through March 31, 2018 in accordance with the provisions in the previous franchise.



2. Subsequent payments to the City shall be made pursuant to Section 10, subsection 3 of this Ordinance on a quarterly basis on or before: (a) April 30 of each year of this Franchise for the period of January 1 through March 30; (b) July 31 of each year of this Franchise for the period of April 1 through June 30; (c) October 30 of each year of this Franchise for the period of July 1 through September 30; and, (d) January 31 of each year of this Franchise for the period of October 1 through December 31.
  - a. The first full quarterly payment hereunder shall be due and payable on or before July 31, 2018 and will cover the period of April 1, 2018, through June 30, 2018. The final payment under this Franchise is due on or before January 31, 2024 and covers the period of October 1, 2023 through December 31, 2023.
  - b. After the final payment date of January 31, 2024, Company may continue to make additional quarterly payments in accordance with the above schedule. The City acknowledges that such continued payments will correspond to periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods until a new franchise is agreed.
3. Company shall pay to the City for each calendar quarter, or portion thereof, during the term of this Franchise, a fee for the use of the public streets based on all kilowatt hours (kWh) delivered within the City limits regardless of customer class. The charge per delivered kWh shall be determined by (1) dividing the total electric franchise fee revenue for calendar year 2017 by the total number of kWh delivered to all customers within the City limits in 2017 and (2) multiplying the charge per kWh determined for 2017 by the number of kWh delivered within the City during each calendar year. Company calculates that charge to be \$0.\_\_\_\_\_ per kWh.
4. With each payment of compensation required by Section 10, Subsection 2, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each customer's point of delivery within the City and the amount of payment for the period covered by the payment.
5. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty (30) days of such determination or offset against the next payment due from

Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.

6. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as may be amended for the time period involved.
7. The franchise fee payable to the City pursuant to Section 10, Subsection 2, except as agreed to by Company and the City in Section 10, Subsection 5, shall not be offset by any payment by Company to the City relating to ad valorem taxes.

#### **SECTION 11. ACCOUNTING MATTERS:**

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.
- B. The City may conduct an audit or other inquiry in relation to a payment made by Company in accordance with Section 33.008(e) of PURA. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City.
  1. If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Section 10, Subsection 5 and Section 10, Subsection 6.
  2. If as a result of a subsequent audit, initiated within two (2) years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13, Subsection C.

- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.
- E. If Company provides confidential or proprietary information to the City, Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. The City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of information marked by Company as proprietary or confidential prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, the City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

#### **SECTION 12. RIGHT OF RENEGOTIATION:**

- A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.
- B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good-faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of the Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City's Code of Ordinances and written acceptance of the amendment by Company.

#### **SECTION 13. DEFAULT, REMEDIES AND TERMINATION:**

- A. Events of Default. The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any of material terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

**B. Uncured Events of Default.**

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) immediate payment of money to the City, Company shall have thirty (30) calendar days from receipt of written notice from the City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13, Subsection C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to the City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13, Subsection C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section 13, Subsection C.

**C. Remedies.** The City shall notify Company, in writing, of an alleged Uncured Event of Default as described in Section 13, Subsection B, which notice shall specify the alleged failure with reasonable particularity. Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages;
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable; and

3. The termination of this Franchise.

- D. Remedies Not Exclusive. The rights and remedies of the City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity. The City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by the City of any one or more of such remedies shall not preclude the exercise by the City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, the City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.
- E. Termination. In accordance with the provisions of Section 13, Subsection C, this Franchise may be terminated upon thirty (30) business days prior written notice to Company. The City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be when such appeal is withdrawn or when an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.
- F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

**SECTION 14. PUBLIC PURPOSE:**

All of the provisions contained in this ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

## **SECTION 15. SEVERABILITY:**

If any provision, section, subsection, sentence, clause or phrase of the ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this ordinance are declared to be severable.

## **SECTION 16. NOTICE:**

- A. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier-receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If to Company:

Attn: \_\_\_\_\_

\_\_\_\_\_

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

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

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

If to City:

Attn: City Manager  
205 South Main  
Farmersville, Texas 75442  
Phone: 972-782-6151  
Fax: 972-782-6604  
Email: [B.White@farmersvilletx.com](mailto:B.White@farmersvilletx.com)

- B. Upon request, Company shall provide the City with current contact information for the City's use in forwarding customer inquiries and complaints to Company.

**SECTION 17. ACCEPTANCE:**

In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City, in the following form:

“To the City of Farmersville, Texas:

The Company for itself, its successors and assigns, hereby accepts the above and foregoing Ordinance and agrees to be bound by all of its terms and provisions.

Texas-New Mexico Power Company

By: \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2018.”

**SECTION 18. FUTURE AMENDMENTS:**

This ordinance may be amended only by the mutual written agreement of the City and Company.

**SECTION 19. ORDINANCE PASSED AT PUBLIC MEETING:**

It is hereby officially found that the meeting at which this ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

**SECTION 20. EFFECTIVE DATE:**

If Company accepts this ordinance, by the filing of its written acceptance, this ordinance shall be effective as of March 31, 2018.

**SECTION 21. PRIOR ORDINANCE REPEALED.** That certain Ordinance #O-2011-1025-001 granting an electric franchise to Company adopted on October 25, 2011 is hereby superseded and repealed.

**SECTION 23. Adoption:**

Passed and adopted with all necessary procedural formalities by the City Council of the City of Farmersville, Texas, at a regular meeting held at the regular place, at which meeting a quorum was present throughout.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Diane C. Piwko, Mayor  
City of Farmersville, Texas

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary



THE STATE OF TEXAS           §

COUNTY OF COLLIN           §

1

I, Sandra Green, duly appointed and Secretary of the City of Farmersville, Texas do hereby certify that the above and forgoing is a true copy of an Ordinance of the City of Farmersville, Texas, duly passed by the City Council and approved by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and now appearing in the records of Ordinances of the City Farmersville, Texas.

GIVEN UNDER MY HAND AND SEAL of the State of Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Reading of Ordinances
Section Number	V.B
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2018-0313-002 approving a tariff authorizing an annual rate review mechanism as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy Corp., Mid-Tex Division and the Steering Committee of Cities served by Atmos; requiring the company to reimburse cities' reasonable ratemaking expenses.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	O-2018-0313-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE #O-2018-0313-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM ("RRM") AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.**

**WHEREAS**, the City of Farmersville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City and similarly-situated Atmos Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos ("Steering Committee") to efficiently address all rate and service matters associated with delivery of natural gas; and

**WHEREAS**, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Atmos Mid-Tex Cities through resolution or ordinance; and

**WHEREAS**, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company's interim rate filing under Section 104.301 of the Texas Utilities Code (a "GRIP" rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism ("RRM") Tariff, ultimately authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

**WHEREAS**, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an ordinance approving an RRM Tariff filing settlement and specifically calling for termination of the existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

**WHEREAS**, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the

Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

**WHEREAS**, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

**WHEREAS**, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

**WHEREAS**, it has been agreed that the attached RRM Tariff is just, reasonable and in the public interest.

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

**Section 1. INCORPORATION OF FINDINGS**

The findings set forth in this Ordinance are hereby in all things approved.

**Section 2. RRM TARIFF ADOPTED**

The attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest and is hereby adopted.

**Section 3. ATMOS MID-TEX TO REIMBURSE CERTAIN REASONABLE EXPENSES**

Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

**Section 4. REPEALER CLAUSE**

To the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

**Section 5. APPROVED AT AN OPEN MEETING**

The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 6. SEVERABILITY**

If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, and the remaining provisions of this Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 7. EFFECTIVE DATE**

This Ordinance shall become effective from and after its passage as provided by law.

**Section 8. DIRECTION TO CITY SECRETARY**

The City Secretary is hereby directed to send a copy of this Ordinance to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PASSED** on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2018, and second reading on the \_\_\_\_ day of \_\_\_\_\_, 2018 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**APPROVED:**

**BY:** \_\_\_\_\_  
Diane C. Piwko  
Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green  
City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Alan D. Lathrom  
City Attorney

## **VI. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss, and act upon the J.W. Spain Little League Contract with the City of Farmersville.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	<ul style="list-style-type: none"> <li>• Little League Contract</li> <li>• Insurance</li> <li>• Financials</li> <li>• Emails regarding insurance</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Marvin Smith to discuss with Council and he should have policy with him that covers all requirements. He is waiting for it in the mail.</li> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN  
THE CITY OF FARMERSVILLE  
AND  
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

This Athletic Complex Joint Use Agreement ("Agreement"), is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**, an unincorporated entity (the "Little League") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**WHEREAS** the City of Farmersville owns the athletic facility located at the intersection of Murchison Street and Merit Street that is known as the J. W. Spain Athletic Complex ("Complex"); and,

**WHEREAS** the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Complex;

**NOW THEREFORE**, the City of Farmersville and the Farmersville Little League Baseball Association agree to the following user regulations concerning the J. W. Spain Athletic Complex:

**Section 1. Designation of Fields and Field Use**

For purposes of clarity in this agreement, the south field in the Complex will be designated Field 1. The middle field of the Complex will be designated as Field 2. The north field will be designated as Field 3. The baseball fields on the eastern most side of the Complex will be known as Field 4 and Field 5 respectively. Fields constructed after the date of this Agreement will be numerically designated at the time of construction. Fields 1 through 5, and any additional fields that may hereafter be constructed will hereafter be referred to singly and collectively as the "Playing Fields."

The Little League Baseball regular season begins in February and runs through June and the fall season begins in September and runs through November. The Little League will have priority access to Fields 1 thru 5 during all scheduled league games and team practices. The Little League must provide the Little League's game schedule to the City Manager, or his designee, as soon as the Little League's schedule becomes available in each year (or season) of this Agreement. The Little League must also provide the Little League's practice schedule to the City Manager, or his designee, prior to practices beginning before and during each year (or season) of this Agreement. At all other times the Complex is open for the public's use on a first-come first-use basis. Any scheduling should be brought to the attention of the City Manager as soon as practicable after any such conflict is discovered.

The Little League may begin preparation of the Playing Fields for the playing season at any time before the beginning of the playing season after notifying the City Manager, or his designee, of the Little League's intent to begin such work. The City Manager, or his designee, has the final authority for scheduling all Complex events.



## **Section 2. Grounds Maintenance**

The Little League shall prepare and maintain all Playing Fields for Little League events. All Playing Fields must meet high-quality and presentable playing condition from the beginning to the end of the playing season.

Trash and litter will be picked up and removed from the Playing Fields and bleacher areas at the end of each day on which the Little League hosts or holds one or more scheduled league games and/or team practices (each such day being a "Playing Day"). In addition, periodic cleaning shall be performed by the Little League at intervals between Playing Days, if necessary, to prevent a buildup of trash and litter. If Little League does not comply and allows trash and litter to be left on the Playing Fields after any use, the City will impose a charge not to exceed \$200 per incident. Little League will be responsible to pay said trash and litter removal fees. If the City charges the Little League a third time for the same incident or a similar type of incident, the City may at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Complex clean. Little League shall be responsible to have a designated area for trash pickup. Little League will be billed for labor and material for any needed follow-up cleaning provided by the City

The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including Playing Fields and common areas.

The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the Complex and its facilities. This access list will be posted on the City's website to facilitate access to and the use of the Complex. Little League activities shall not be conducted without the presence of a member that is identified on the access list.

## **Section 3. Concession Stand Operation and Proceeds**

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the Concession Stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. The concession stand must be cleaned by Little League after each use specifically including, but not limited to, the grill/stove. The grease must be removed by the Little League and disposed of in a proper manner. The grease drip tray must be totally cleaned and free from any remnants of grease after each use of the concession stand by Little League. The Little League must remove all trash and garbage from the concession stand and placed it in the appropriate trash receptacles provided by the City. The floors must be mopped and cleaned by the Little League.

## **Section 4. Restroom and Concession Maintenance**

Restrooms are also under the control and maintenance of the Little League during their respective playing seasons. The Little League will open the restrooms on Playing Days

for games and practice times, but must keep the restrooms locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thoroughly cleaning the restroom facilities.

Winterizing of restrooms and the concession stand will be the responsibility of the City as well as normal maintenance, repairs, and replacements.

The concession stand will be kept clean and sanitary **at all times** by the Little League when it is under its use and control and all equipment used will meet applicable regulatory standards of the City. If conditions exist in the restroom or concession stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities the associated cost of such repair, maintenance, or replacement will be the responsibility of the City.

### **Section 5. Equipment, Supplies, and Storage Facilities**

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the Concession Building to the Little League. The City will share the use of the storage room located on the south side of the Concession Building with the Little League. The City will have exclusive use of one storage room inside the Concession Building.

### **Section 6. Modifications or Improvements to Complex**

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for consideration with the City Amenities Board. Following the Board's review, recommendations will be forwarded to the City Council for final approval. Little League will share the costs of such modifications or improvements as agreed upon, and approved by the City Council, prior to construction. The City will prepare invoices for Little League's portion of the costs of such modifications or improvements. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this Contract.

### **Section 7. City Utilities**

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology service to the Complex at no charge to Little League. The City retains the right to assess future charges for these services after giving notice at the end of the playing season and prior to the next playing season for which such charges will begin to be assessed to and collected from Little League. If the City finds that utilities are being wasted, the City may, at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.

### **Section 8. Ancillary Financial Matters**

The Little League shall provide to City copies of Little League's year-end financial statement, ending December 31st, for each year during the term of, and prior to the renewal of, this Agreement and any extension of this Agreement. All financial obligations contracted for by the Little League in relation to its use of the Complex must

be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel the agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted by the Little League for any reason unless by prior and specific agreement.

The City will not provide the Little League with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Little League will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Little League's use of the Complex beyond the insurance coverage required hereunder to protect the City.

### **Section 9. Insurance Required**

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.
  2. When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville,  
Texas c/o City  
Manager  
205 S. Main Street  
Farmersville, TX  
75442

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurers) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
  2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
  3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least a thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

#### **Section 10. Non-League Events**

City approval is required for all Non-Little League events. Deposits and user fees generated from all non-Little League events will be assessed and collected in accordance with the Fee Schedule as set out in Appendix A and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that City may incur due to misuse of the Complex and termination of all or partial use of the Complex may be enforced by City.

#### **Section 11. Personal Conduct at Athletic Events**

The City recognizes that crowd noise is a part of any athletic activity and accepts a certain level of noise. However, the City requests that the Little League make a good

faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.

The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.

The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.

The City retains the right to restrict the times of use and conduct of all activities in and about the Complex. Such right may be exercised without notice in the case of substantial violation of the City's regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available to the City Amenities Board along with the Little League Board Members' respective contact numbers and email addresses prior to the beginning of this Agreement and at least one time prior to the beginning of each calendar year during the term of this Agreement and any renewal terms. The Little League will be provided with the City Manager's contact information should any issue arise with the Complex that needs immediate attention.

## **Section 12. Hold Harmless and Indemnification**

The Little League does hereby agree to waive any and all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

## **Section 13. Term**

This agreement will be in force for a term of two years from October 1, 2017 through September 30, 2019. Either party may cancel participation in this contract with a thirty day written notice. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.

Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter, amend, extend or cancel the Agreement to the City Amenities Board for consideration. Following consideration, the City Amenities Board shall make recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. Cancellation or modification to the Agreement must be in writing and approved by the City Council.

#### **Section 14. Notices**

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer:

Farmersville Little League  
Baseball Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Farmersville:

Ben White  
City Manager  
205 S. Main Street  
Farmersville, Texas 75442

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

**This Athletic Joint Use Agreement has been approved by the governing bodies of each Party, as follows.**

**City of Farmersville**

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

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sandra Green, City Secretary

Date: \_\_\_\_\_

**Farmersville Little League**

\_\_\_\_\_  
Marvin Smith, Director

Date: \_\_\_\_\_

## APPENDIX A

### SCHEDULE OF USER FEES

#### Applicable to all Non-Little League events

Activity Description	Resident	Non Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1,2, or 3	\$100	\$250
Use of Field 4 or 5	\$50	\$200
Use of Field 6 (football field)	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Bene-Marc, Inc. 6301 Southwest Blvd, Suite 101 Fort Worth, TX 76132	<b>CONTACT NAME:</b> Bene-Marc, Inc <b>PHONE (A/C, No, Ext):</b> (817) 738-6899 <b>E-MAIL ADDRESS:</b> contact@bene-marc.com <b>FAX (A/C, No):</b> (817) 738-1811
<b>INSURED</b>  Farmersville Little League  218 Jovette St, Farmersville, TX 75442	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tudor Insurance Company <b>INSURER B:</b> Axis Global Accident & Health <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** Cert #: 9827-32376-222526-0**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	CPG1005787	3/13/2017 12 01 am	3/13/2018 12 01 am	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000.00</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000.00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000.00</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000.00</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000.00</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ Included</td></tr><tr><td colspan="2">Med Exp Ex Spectators Only</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000.00	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00	MED EXP (Any one person)	\$ 5,000.00	PERSONAL & ADV INJURY	\$ 1,000,000.00	GENERAL AGGREGATE	\$ 3,000,000.00	PRODUCTS - COMP/OP AGG	\$ Included	Med Exp Ex Spectators Only	
EACH OCCURRENCE	\$ 1,000,000.00																			
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PERSONAL & ADV INJURY	\$ 1,000,000.00																			
GENERAL AGGREGATE	\$ 3,000,000.00																			
PRODUCTS - COMP/OP AGG	\$ Included																			
Med Exp Ex Spectators Only																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
B	Participants Excess Accident		SRPO-30000-4000-1480	3/13/2017 12:01 am	3/13/2018 12 01 am	<table border="1"><tr><td>Medical Limit</td><td>\$100,000.00</td></tr><tr><td>Deductible</td><td>\$100.00</td></tr></table>	Medical Limit	\$100,000.00	Deductible	\$100.00										
Medical Limit	\$100,000.00																			
Deductible	\$100.00																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional Insured as respects to the additional insured endorsement added to the general liability policy.  
Covered activities: youth baseball, t-ball, softball league

**CERTIFICATE HOLDER**

Cert #: 9827-32376-222526-0

City of Farmersville  
205 South Main St  
Farmersville, TX 75442**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alisa Lynn Hall

## Sandra Green

---

**From:** Cross, Michael S. 043A-CollinEast (Farmersville Branch) <MCross@txfb-ins.com>  
**Sent:** Tuesday, February 20, 2018 3:06 PM  
**To:** Sandra Green  
**Subject:** RE: Little League Insurance Follow-up

Sandra,  
I spoke with Ben White and verified what requirements needed to be met and which did not apply. The current policy that Marvin Smith has in force meets the requirements with exception of an umbrella policy that will be purchased from his current carrier.

Hope that helps.

Thanks,

Michael S. Cross  
Agent  
PO Box 677  
1300 W. Audie Murphy Pkwy Ste. 5  
Farmersville, TX 75442  
P 972-784-7779  
f 972-782-8504  
c 214-769-7348

If you need information on your policies, need to pay a bill, or print id cards please visit [www.txfb-ins.com](http://www.txfb-ins.com)

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**Farm Bureau Bank Referral Source Code (RSC) is 706470**

**From:** Sandra Green [mailto:s.green@farmersvilletx.com]  
**Sent:** Tuesday, February 20, 2018 2:58 PM  
**To:** Cross, Michael S. 043A-CollinEast (Farmersville Branch)  
**Subject:** Little League Insurance Follow-up

Mr. Cross,

Last time I spoke to someone in your office they indicated the above referenced policy was still in underwriting. I was wanting to see if you have the new policy at this time, or if you are still waiting on underwriting?

Thanks,

Sandra Green  
City Secretary  
City of Farmersville  
Phone: (972) 782-6151  
Metro: (972) 784-6093  
Fax: (972) 782-6604

[s.green@farmersvilletx.com](mailto:s.green@farmersvilletx.com)



J.D. Power Disclaimer

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## Sandra Green

---

**From:** Scott Houston <SHouston@tml.org>  
**Sent:** Friday, February 02, 2018 3:30 PM  
**To:** Daphne Hamlin  
**Cc:** Sandra Green  
**Subject:** Re: insurance requirements

This type of requirement is common in a lease from a city to a private entity. That amount is fairly common as well. Many now require \$2 million. The city doesn't have to have that amount or any insurance requirement at all, but it would be exposing itself to unreasonable liability if it does not. You should consult with your city attorney before entering into any lease of city property. Also, if the TML Intergovernmental Risk Pool provides your liability coverage, you may wish to visit with them about coverage issues related to sports fields (I'm assuming this is a lease for baseball fields).

Scott Houston  
TML General Counsel

Sent from my iPhone

On Feb 1, 2018, at 4:06 PM, Daphne Hamlin <[d.hamlin@farmersvilletx.com](mailto:d.hamlin@farmersvilletx.com)> wrote:

Good afternoon, please review attached insurance requirements. Can you tell us if the City can make these requirements and if so where is this information located??

When you respond please respond back to myself and our City secretary Sandra Green

Thank you

Daphne Hamlin  
City of Farmersville  
Ph 972-782-6151  
Fax 972-782-6604

<COF-DOC-02-2018000.pdf>

**Marvin**

---

**From:** Sevlja Korkutovic [ksevlja@bene-marc.com]  
**Sent:** Thursday, August 10, 2017 8:34 AM  
**To:** Marvin  
**Subject:** RE: Farmersville Youth Baseball - Softball.pdf

Good Morning Marvin,

Thank you for your e-mail and the additional insurance coverage information. Unfortunately, we will not be able to meet all of the listed requirements. I am not sure that all these requirements would even apply to your organization as these seem to be general requirements.

We cannot offer:

- Workers' Comp.
- 30 day written cancellation notice.
- Umbrella or Excess Liability coverage – your organization is set up with a 1 million occurrence and 3 million aggregate limit. Please check and see if the City of Farmersville will approve your current GL limit.

We can offer:

- Additional Insured certificate for the City of Farmersville, there is no additional cost for that.

Do you need all this for the fall ball activities?

If yes, did you include your fall ball teams in your team report at policy renewal or will you need an audit form to report the fall ball teams? Please advise.

Sevlja Korkutovic  
Licensed Agent

**BENE-MARC, INC.**

6301 Southwest Blvd., Suite 101, Fort Worth, TX 76132

Ph: (800) 247-1734 x 313

Fax: (817) 738-1811

[ksevlja@bene-marc.com](mailto:ksevlja@bene-marc.com)

[www.bene-marc.com](http://www.bene-marc.com)



*\*Please note that remitting the requested forms and premium does not constitute binding of coverage. Our office must approve the application and submission before coverage can be considered or bound.*

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FUB

FREE SMALL BUSINESS \*\*6137

Last Updated: 1/19/2018 8:31 AM

Available Balance

\$2,935.14

\$2,935.14  
Available Balance

TJoltz



Date	Description	Amount
JAN 16 2018	ACH Credit 180115P2 Square Inc 9424300002 18/01/16	\$889.17 \$2,935.14
JAN 11 2018	POS Debit - DDA AMAZON COM POS DEB 0901 01/11/18 1TGIBZBF SEATTLE WA Card# 4909	(\$44.73) \$2,045.97
JAN 4 2018	DDA PAY FIRST ITEM - 3083	(\$250.00) \$2,090.70
DEC 21 2017	POS ATM DEBIT DBT CRD 0242 12/21/17 141513 PHILLIPS 66 - STOP FARMERSVILLE TX Card# 4909	(\$45.64) \$2,340.70
SEP 25 2017	DDA INCLEARING CHECK - 3082	(\$255.00) \$2,385.34
SEP 14 2017	POS ATM DEBIT DBT CRD 0224 09/14/17 382586 FARMERSVILLE AUTO S FARMERSVILLE TX Card# 4909	(\$112.07) \$2,641.34
JUN 15 2017	POS ATM DEBIT DBT CRD 2018 06/14/17 015985 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,753.41
JUN 6 2017	DDA INCLEARING CHECK - 3080	(\$280.00) \$2,754.40
JUN 2 2017	REGULAR DEPOSIT	\$777.00 \$3,034.40
MAY 15 2017	POS ATM DEBIT DBT CRD 2034 05/14/17 061280 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,257.40
APR 24 2017	DDA INCLEARING CHECK - 3079	(\$680.32) \$2,258.39
APR 17 2017	POS ATM DEBIT DBT CRD 1708 04/15/17 068245 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,538.71
APR 14 2017	DDA INCLEARING CHECK - 3078	(\$62.54) \$2,939.70
APR 11 2017	DDA INCLEARING CHECK - 3072	(\$57.00) \$3,002.24
APR 10 2017	DDA INCLEARING CHECK - 3077	(\$567.03) \$3,059.24

MAR 29 2017	☒ DDA INCLEARING CHECK - 3074	(\$315.00) \$3,626.27
MAR 29 2017	☒ DDA INCLEARING CHECK - 3073	(\$1,995.00) \$3,941.27
MAR 28 2017	☒ DDA INCLEARING CHECK - 3075	(\$6,756.00) \$5,936.27
MAR 28 2017	☒ REGULAR DEPOSIT	\$500.00 \$12,692.27
MAR 27 2017	☒ DDA INCLEARING CHECK - 3076	(\$897.96) \$12,192.27
MAR 24 2017	POS ATM DEBIT DBT CRD 2302 03/23/17 031968 BADEN SPORTS INC SHOPBADEN.COMWA Card# 8576	(\$99.99) \$13,090.23
MAR 22 2017	POS ATM DEBIT DBT CRD 1434 03/22/17 044740 AMAZON MKTPLACE PMT AMAZON MKTPLAWA Card# 8576	(\$246.95) \$13,190.22
MAR 21 2017	POS ATM DEBIT DBT CRD 0326 03/21/17 085736 AMAZON MKTPLACE PMT AMAZON MKTPLAWA Card# 8576	(\$69.94) \$13,437.17
MAR 20 2017	POS Debit - DDA AMAZON.COM POS DEB 1958 03/17/17 H7MSTVRJ SEATTLE WA Card# 8576	(\$119.85) \$13,507.11
MAR 17 2017	☒ REGULAR DEPOSIT	\$85.00 \$13,626.96
MAR 15 2017	ACH Debit PURCHASE BENEMARCINC 3383693141 17/03/15	(\$1,067.50) \$13,541.96
MAR 6 2017	☒ REGULAR DEPOSIT	\$85.00 \$14,609.46
FEB 28 2017	☒ REGULAR DEPOSIT	\$385.00 \$14,524.46
FEB 21 2017	ACH Credit 170218P2 Square Inc 9424300002 17/02/21	\$82.66 \$14,139.46
FEB 13 2017	ACH Credit 170213P2 Square Inc 9424300002 17/02/13	\$57.75 \$14,056.80
FEB 13 2017	☒ REGULAR DEPOSIT	\$675.00 \$13,999.05
FEB 9 2017	☒ REGULAR DEPOSIT	\$760.00 \$13,324.05
FEB 8 2017	POS Recurring Debit - DDA DBT CRD 0350 02/08/17 038699 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$19.97) \$12,564.05
FEB 8 2017	POS ATM DEBIT DBT CRD 2125 02/07/17 010264 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$29.99) \$12,584.02
FEB 7 2017	☒ REGULAR DEPOSIT	\$710.00 \$12,614.01

FEB 7 2017	REGULAR DEPOSIT	\$510.00 \$11,904.01
JAN 30 2017	ACH Credit 170130P2 Square Inc 9424300002 17/01/30	\$1,123.21 \$11,394.01
JAN 30 2017	REGULAR DEPOSIT	\$1,785.00 \$10,270.80
JAN 24 2017	REGULAR DEPOSIT	\$1,955.00 \$8,485.80
JAN 23 2017	ACH Credit 170123P2 Square Inc 9424300002 17/01/23	\$933.57 \$6,530.80
JAN 19 2017	ACH Credit 170119P2 Square Inc 9424300002 17/01/19	\$82.66 \$5,597.23
JAN 19 2017	REGULAR DEPOSIT	\$2,125.00 \$5,514.57
JAN 19 2017	REGULAR DEPOSIT	\$1,010.00 \$3,389.57
JAN 17 2017	ACH Credit 170116P2 Square Inc 9424300002 17/01/17	\$1,789.35 \$2,379.57
JAN 4 2017	DDA REGULAR CHECK - 3071	(\$200.00) \$590.22
OCT 13 2016	POS ATM DEBIT DBT CRD 1030 10/13/16 040812 JUSTBAT5 COM 866-321-2287 MO Card# 8576	(\$179.99) \$790.22
AUG 8 2016	DDA INCLEARING CHECK - 3068	(\$75.00) \$970.21
JUL 22 2016	DDA INCLEARING CHECK - 3070	(\$500.00) \$1,045.21
JUL 19 2016	DDA INCLEARING CHECK - 3067	(\$1,711.57) \$1,545.21
JUL 5 2016	DDA PAY FIRST ITEM - 3069	(\$570.00) \$3,256.76
JUN 29 2016	POS Recurring Debit - DDA DBT CRD 2141 06/28/16 031495 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$3,826.78
MAY 31 2016	POS Recurring Debit - DDA DBT CRD 2138 05/28/16 024934 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$3,834.77
MAY 23 2016	DDA INCLEARING CHECK - 3066	(\$424.30) \$3,842.76
MAY 11 2016	DDA INCLEARING CHECK - 3065	(\$612.73) \$4,267.06
MAY 6 2016	DDA INCLEARING CHECK - 3064	(\$941.69) \$4,879.79



MAY 4 2016	DDA INCLEARING CHECK - 5003	(\$60.00) \$5,821.48
MAY 2 2016	REGULAR DEPOSIT	\$1,500.00 \$5,881.48
APR 29 2016	POS Recurring Debit - DDA DBT CRD 2119 04/28/16 015398 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$4,381.48
APR 25 2016	DDA INCLEARING CHECK - 3063	(\$885.00) \$4,389.47
APR 25 2016	DDA REGULAR CHECK - 3062	(\$65.99) \$5,274.47
APR 18 2016	POS ATM DEBIT DBT CRD 1044 04/18/16 004957 AMAZON MKTPLACE PMT AMZN.COM/BILLWA Card# 8576	(\$184.97) \$5,340.46
APR 18 2016	POS ATM DEBIT DBT CRD 0048 04/18/16 078998 AMAZON MKTPLACE PMT AMZN.COM/BILLWA Card# 8576	(\$13.80) \$5,525.43
APR 18 2016	POS Debit - DDA AMAZON COM POS DEB 1925 04/17/16 58MW4ORW SEATTLE WA Card# 8576	(\$24.89) \$5,539.23
APR 13 2016	REGULAR DEPOSIT	\$960.00 \$5,564.12
APR 8 2016	DDA INCLEARING CHECK - 3061	(\$396.75) \$4,604.12
APR 8 2016	DDA INCLEARING CHECK - 3058	(\$43.97) \$5,000.87
APR 6 2016	DDA INCLEARING CHECK - 3057	(\$2,600.00) \$5,044.84
APR 4 2016	DDA INCLEARING CHECK - 3059	(\$415.52) \$7,544.84
APR 4 2016	POS ATM DEBIT DBT CRD 2254 04/01/16 051148 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$100.68) \$8,060.36
MAR 31 2016	REGULAR DEPOSIT	\$255.00 \$8,161.04
MAR 29 2016	POS Recurring Debit - DDA DBT CRD 2134 03/28/16 011646 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$7,906.04
MAR 28 2016	REGULAR DEPOSIT	\$300.00 \$7,914.03
MAR 24 2016	POS ATM DEBIT DBT CRD 2223 03/23/16 065658 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$5,883.41) \$7,614.03
MAR 21 2016	DDA INCLEARING CHECK - 3055	(\$1,210.39) \$13,497.44
MAR 21 2016	REGULAR DEPOSIT	\$300.00 \$14,707.83

MAR 18 2016	☒ DDA REGULAR CHECK - 3056	(\$200.00) \$14,407.83
MAR 18 2016	☒ REGULAR DEPOSIT	\$85.00 \$14,607.83
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050216 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$179.50) \$14,522.83
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050018 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$150.00) \$14,702.33
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050344 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$140.00) \$14,852.33
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050019 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$50.68) \$14,992.33
MAR 9 2016	☒ REGULAR DEPOSIT	\$1,000.00 \$15,043.01
MAR 2 2016	☒ DDA REGULAR CHECK - 3054	(\$75.00) \$14,043.01
MAR 1 2016	POS ATM DEBIT DBT CRD 2334 02/29/16 078428 CAMP LEAGUE PREMIUM 817-738-6899 TX Card# 8576	(\$831.00) \$14,118.01
MAR 1 2016	POS ATM DEBIT DBT CRD 2243 02/29/16 086220 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$63.00) \$14,949.01
MAR 1 2016	☒ REGULAR DEPOSIT	\$745.00 \$15,012.01
FEB 29 2016	POS Recurring Debit - DDA DBT CRD 2122 02/28/16 005862 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$14,267.01
FEB 25 2016	☒ DDA REGULAR CHECK - 3053	(\$85.00) \$14,275.00
FEB 23 2016	☒ DDA INCLEARING CHECK - 3052	(\$120.00) \$14,360.00
FEB 22 2016	☒ REGULAR DEPOSIT	\$765.00 \$14,480.00
FEB 19 2016	☒ REGULAR DEPOSIT	\$335.00 \$13,715.00
FEB 17 2016	☒ REGULAR DEPOSIT	\$255.00 \$13,380.00
FEB 16 2016	☒ REGULAR DEPOSIT	\$170.00 \$13,125.00
FEB 11 2016	☒ REGULAR DEPOSIT	\$250.00 \$12,955.00
FEB 8 2016	☒ REGULAR DEPOSIT	\$500.00 \$12,705.00

FEB 2 2016	REGULAR DEPOSIT	\$2,065.00 \$12,205.00
FEB 1 2016	ACH Credit 160201P2 Square Inc 9424300002 16/02/01	\$1,404.43 \$10,140.00
FEB 1 2016	REGULAR DEPOSIT	\$300.00 \$8,735.57
JAN 29 2016	POS Recurring Debit - DDA DBT CRD 2111 01/28/16 048549 GAMECHANGER MEDIA 518-712-9466 NY Card# 8576	(\$7.99) \$8,435.57
JAN 27 2016	REGULAR DEPOSIT	\$5,785.00 \$8,443.56

Page totals: Credits: [38] \$33,294.80 | Debits: [62] (\$33,018.22)

[illegible]

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss, and act upon boundary agreement with the City of Nevada.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	<ul style="list-style-type: none"> <li>• Boundary Agreement Redlines from Nevada</li> <li>• Signed Boundary Agreement from Nevada</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**INTERLOCAL COOPERATION AGREEMENT  
REGARDING JURISDICTIONAL BOUNDARIES BY AND BETWEEN  
THE CITY OF FARMERSVILLE AND THE CITY OF NEVADA**

**THIS INTERLOCAL COOPERATION AGREEMENT** regarding jurisdictional boundaries is made and entered into by and between the City of Farmersville, Texas (hereinafter "Farmersville") and the City of Nevada, Texas (hereinafter "Nevada"), which cities are collectively referred to as the "Parties."

**WHEREAS**, Farmersville is a Type A General Law municipality in Collin County, Texas; and

**WHEREAS**, Nevada is a Type A General Law municipality in Collin County, Texas; and

**WHEREAS**, the Parties are municipalities that currently, or will in the future, share common boundaries; and

**WHEREAS**, pursuant to Section 43.021 of the Local Government Code, the Parties are authorized and empowered to fix their boundaries and exchange area with other municipalities, and pursuant to Section 43.031 of the Local Government Code may make mutually agreeable changes in their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, the Parties are further empowered pursuant to Section 42.023 of the Local Government Code to reduce their extraterritorial jurisdiction by ordinance or resolution; and

**WHEREAS**, the Parties seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

**WHEREAS**, Farmersville and Nevada have each reviewed their respective corporate boundaries and ETJ based upon their respective populations, the principles set forth in Chapter 42 of the Texas Local Government Code, and the location of their respective ETJ boundaries and have determined that certain areas would be better served by the municipal services of the Parties as reflected in the boundary and proposed ETJ map (the "Map") attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law; and

**WHEREAS**, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the Parties wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and have determined that this Agreement is in each party's best interests as well as in the best interests of the citizens; and

**WHEREAS**, the Parties desire to adopt the Map showing their respective boundaries and proposed ETJ in accordance with Chapter 41 of the Texas Local Government Code, a copy of which Map is attached hereto as Exhibit "A".

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, Farmersville and Nevada agree as follows:

**Article 1: Recitals Incorporated**

- 1.01 All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**Article 2: Definitions**

- 2.01 "Boundary Line" means the line dividing the adjoining or adjacent territory to the Parties' municipal boundaries as depicted on the Map attached hereto and incorporated herein as Exhibit "A." The territory is an area over which each Party has now or may obtain jurisdictional authority on their respective side of that line.
- 2.02 "Jurisdictional Authority" means a municipality's right or ability to regulate one or more conditions or uses within the territory whether it is within its corporate limits or ETJ, as defined by state law, or in an area where planning for future growth of Party has or may occur consistent with Exhibit "A." The parties agree that each may annex the territory up to and on the party's respective sides of the boundary line in accordance with state law. "Respective Sides" means the areal within the circular boundary line around Farmersville depicted in Exhibit A, and for Nevada means all that area between the current Nevada ETJ and city limits northward to the Boundary Line, and including all such territory south of the Boundary Line to Nevada not subject to written ultimate mutual boundary agreements between Nevada and any other city.

**Article 3: Boundary Delineation**

- 3.01 Farmersville and Nevada hereby agree to the establishment of the Boundary Line, as depicted on Exhibit "A" and it shall be the dividing line between the two Parties for purposes of establishing Jurisdictional Authority.
- 3.02 Farmersville shall, to the extent permitted by law, have Jurisdictional Authority over the area east-North of the Boundary Line and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to the area West, west-South and East of the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area west-West, South, or East of the Boundary Line.

- 3.03 Nevada shall, to the extent permitted by law, have Jurisdictional Authority over the area West, west-South, and East of the Boundary Line (and which is not within the Ultimate Mutual Boundary Lines established prior to the date of this agreement between Nevada and any other City) and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to ~~the area east of the Boundary Line~~ all area outside the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area east-outside of the Boundary Line.
- 3.04 The Parties agree ~~to declare~~ the area over which each of the Parties has or will have Jurisdictional Authority with respect to the Boundary Line is within the circular Boundary Line for Farmersville, and as described in 3.02 above for Nevada. -

#### **Article 4: Miscellaneous**

- 4.01 This Agreement shall be governed by, construed and enforced under the laws of the State of Texas.
- 4.02 The obligations and undertakings of each of the Parties to this Agreement shall be performed in Collin County, Texas. The Parties agree that exclusive venue for any action pursuant to this Agreement shall be in Collin County, Texas.
- 4.03 This Agreement contains the entire agreement of Farmersville and Nevada with respect to the subject matter of the Agreement. No agreement, statement, or promise made by either of the Parties to any party or to any employee, agent, or officer of one of the Parties that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties to be enforceable.
- 4.04 This Agreement shall not be assigned without the prior written consent of the other Party.
- 4.05 This Agreement shall be deemed drafted equally by the Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either of the Parties shall not apply.
- 4.06 In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect..
- 4.07 In the event of any dispute regarding this Interlocal Agreement or the terms contained herein, the Parties agree that they shall submit such dispute to non-binding mediation prior to pursuing any litigation. The failure of either Party to agree to a date and participate in mediation within 30 days of receipt of demand shall waive this provision for mediation.:-



- 4.08 The persons signing this Agreement on behalf of the Parties hereby represent that they have been duly authorized and empowered to sign this Agreement on behalf of their respective Parties.
- 4.09 The effective date of this Agreement shall be the latter of the date as signed by each Mayor after a properly held City Council meeting where a majority of the governing body voted in favor of this Agreement.
- 4.10 The Parties hereto agree that they shall adopt such joint ordinance or joint resolution or take such other action as may be necessary to accomplish the purpose of this Agreement. The adoption of any such ordinance or resolution or the performance of any other action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the Parties against the other, unless and until such time as both Parties have adopted such a joint ordinance or joint resolution or taken such other necessary acts as mirror the other's acts. ~~Provided, however, that upon adoption of any such joint ordinance or joint resolution or the taking of any necessary act by both of the Parties, the Parties agree that the effective date of this Agreement shall be the date upon which Farmersville approves this Agreement.~~
- 4.11 This Agreement is drafted for the benefit of the Parties, and does not and shall not confer or extend any benefit or privilege to any third party.

**IN WITNESS WHEREOF,** the Parties hereto have set their hands by their representatives who are duly authorized by their respective governing bodies on the date indicated below.

CITY OF FARMERSVILLE

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

CITY OF NEVADA

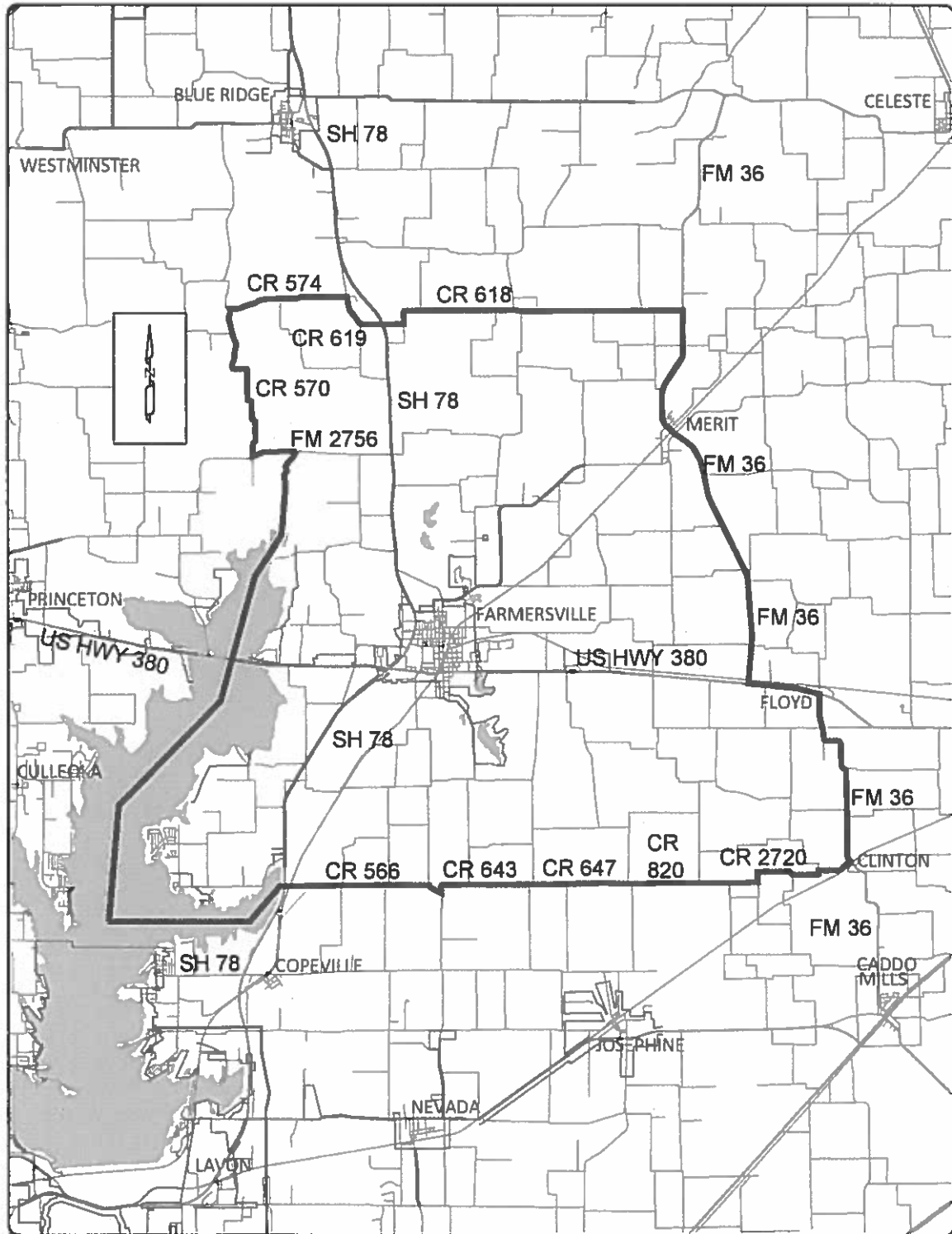
\_\_\_\_\_  
Trace Kinnard, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Judy Hill, City Secretary

**Exhibit "A"**



**INTERLOCAL COOPERATION AGREEMENT  
REGARDING JURISDICTIONAL BOUNDARIES BY AND BETWEEN  
THE CITY OF FARMERSVILLE AND THE CITY OF NEVADA**

**THIS INTERLOCAL COOPERATION AGREEMENT** regarding jurisdictional boundaries is made and entered into by and between the City of Farmersville, Texas (hereinafter "Farmersville") and the City of Nevada, Texas (hereinafter "Nevada"), which cities are collectively referred to as the "Parties."

**WHEREAS**, Farmersville is a Type A General Law municipality in Collin County, Texas; and

**WHEREAS**, Nevada is a Type A General Law municipality in Collin County, Texas; and

**WHEREAS**, the Parties are municipalities that currently, or will in the future, share common boundaries; and

**WHEREAS**, pursuant to Section 43.021 of the Local Government Code, the Parties are authorized and empowered to fix their boundaries and exchange area with other municipalities, and pursuant to Section 43.031 of the Local Government Code may make mutually agreeable changes in their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, the Parties are further empowered pursuant to Section 42.023 of the Local Government Code to reduce their extraterritorial jurisdiction by ordinance or resolution; and

**WHEREAS**, the Parties seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

**WHEREAS**, Farmersville and Nevada have each reviewed their respective corporate boundaries and ETJ based upon their respective populations, the principles set forth in Chapter 42 of the Texas Local Government Code, and the location of their respective ETJ boundaries and have determined that certain areas would be better served by the municipal services of the Parties as reflected in the boundary and proposed ETJ map (the "Map") attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law; and

**WHEREAS**, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the Parties wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and have determined that this Agreement is in each party's best interests as well as in the best interests of the citizens; and

**WHEREAS**, the Parties desire to adopt the Map showing their respective boundaries and proposed ETJ in accordance with Chapter 41 of the Texas Local Government Code, a copy of which Map is attached hereto as Exhibit "A".

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, Farmersville and Nevada agree as follows:

**Article 1: Recitals Incorporated**

- 1.01 All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**Article 2: Definitions**

- 2.01 "Boundary Line" means the line dividing the adjoining or adjacent territory to the Parties' municipal boundaries as depicted on the Map attached hereto and incorporated herein as Exhibit "A." The territory is an area over which each Party has now or may obtain jurisdictional authority on their respective side of that line.
- 2.02 "Jurisdictional Authority" means a municipality's right or ability to regulate one or more conditions or uses within the territory whether it is within its corporate limits or ETJ, as defined by state law, or in an area where planning for future growth of Party has or may occur consistent with Exhibit "A." The parties agree that each may annex the territory up to and on the party's respective sides of the boundary line in accordance with state law. "Respective Sides" means the area within the circular boundary line around Farmersville depicted in Exhibit A, and for Nevada means all that area between the current Nevada ETJ and city limits northward to the Boundary Line, and including all such territory south of the Boundary Line to Nevada not subject to written ultimate mutual boundary agreements between Nevada and any other city.

**Article 3: Boundary Delineation**

- 3.01 Farmersville and Nevada hereby agree to the establishment of the Boundary Line, as depicted on Exhibit "A" and it shall be the dividing line between the two Parties for purposes of establishing Jurisdictional Authority.
- 3.02 Farmersville shall, to the extent permitted by law, have Jurisdictional Authority over the area North of the Boundary Line and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to the area West, South and East of the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area West, South, or East of the Boundary Line.

- 3.03 Nevada shall, to the extent permitted by law, have Jurisdictional Authority over the area West, South, and East of the Boundary Line (and which is not within the Ultimate Mutual Boundary Lines established prior to the date of this agreement between Nevada and any other City) and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to all area outside the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area outside of the Boundary Line.
- 3.04 The Parties agree the area over which each of the Parties has or will have Jurisdictional Authority with respect to the Boundary Line is within the circular Boundary Line for Farmersville, and as described in 3.02 above for Nevada.

**Article 4: Miscellaneous**

- 4.01 This Agreement shall be governed by, construed and enforced under the laws of the State of Texas.
- 4.02 The obligations and undertakings of each of the Parties to this Agreement shall be performed in Collin County, Texas. The Parties agree that exclusive venue for any action pursuant to this Agreement shall be in Collin County, Texas.
- 4.03 This Agreement contains the entire agreement of Farmersville and Nevada with respect to the subject matter of the Agreement. No agreement, statement, or promise made by either of the Parties to any party or to any employee, agent, or officer of one of the Parties that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties to be enforceable.
- 4.04 This Agreement shall not be assigned without the prior written consent of the other Party.
- 4.05 This Agreement shall be deemed drafted equally by the Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either of the Parties shall not apply.
- 4.06 In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect..
- 4.07 In the event of any dispute regarding this Interlocal Agreement or the terms contained herein, the Parties agree that they shall submit such dispute to non-binding mediation prior to pursuing any litigation. The failure of either Party to agree to a date and participate in mediation within 30 days of receipt of demand shall waive this provision for mediation.

- 4.08 The persons signing this Agreement on behalf of the Parties hereby represent that they have been duly authorized and empowered to sign this Agreement on behalf of their respective Parties.
- 4.09 The effective date of this Agreement shall be the latter of the date as signed by each Mayor after a properly held City Council meeting where a majority of the governing body voted in favor of this Agreement.
- 4.10 The Parties hereto agree that they shall adopt such joint ordinance or joint resolution or take such other action as may be necessary to accomplish the purpose of this Agreement. The adoption of any such ordinance or resolution or the performance of any other action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the Parties against the other, unless and until such time as both Parties have adopted such a joint ordinance or joint resolution or taken such other necessary acts as mirror the other's acts.
- 4.11 This Agreement is drafted for the benefit of the Parties, and does not and shall not confer or extend any benefit or privilege to any third party.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands by their representatives who are duly authorized by their respective governing bodies on the date indicated below.

CITY OF FARMERSVILLE

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

CITY OF NEVADA

  
\_\_\_\_\_  
Trace Kinnard, Mayor

Date: 3/2/18

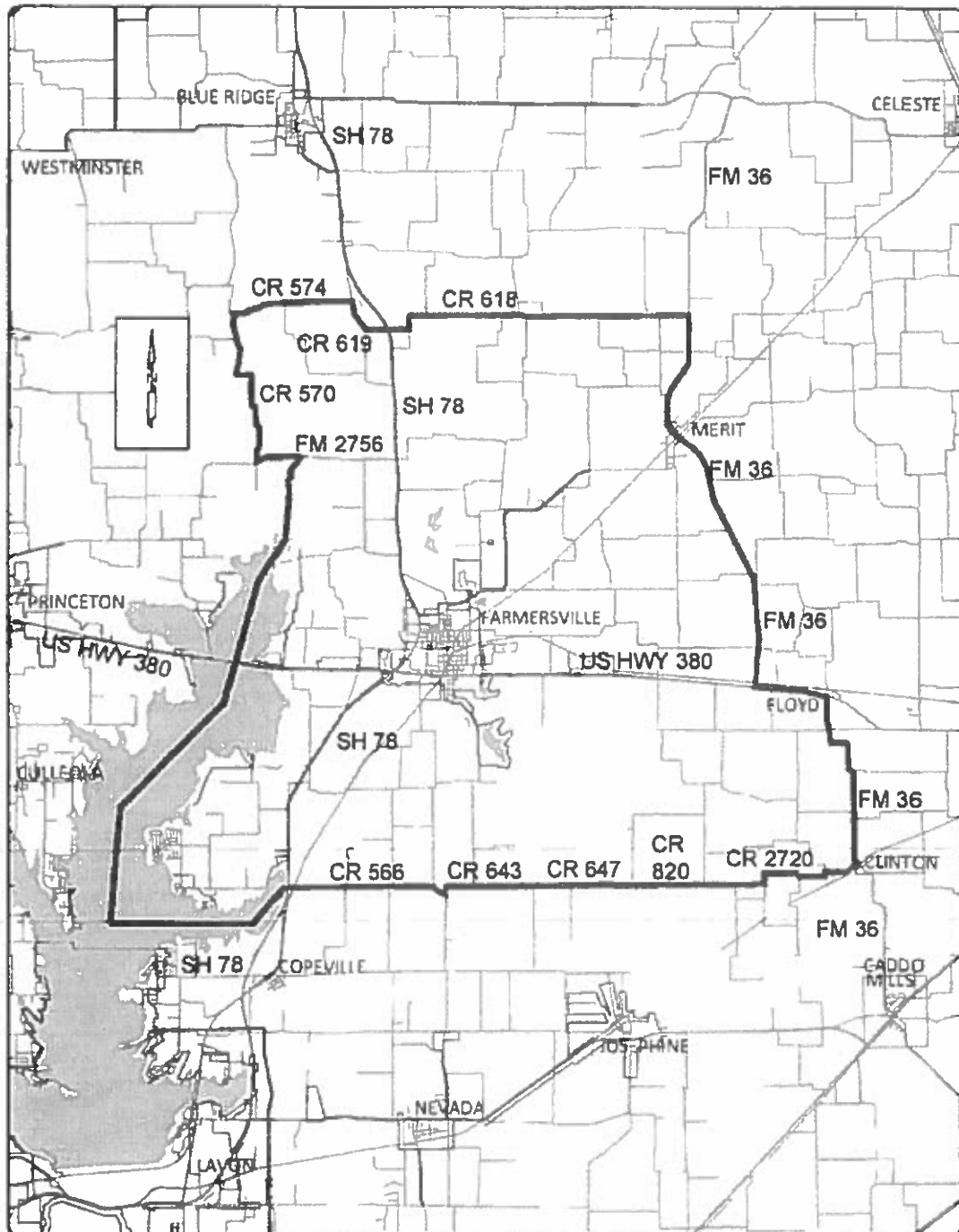
ATTEST:



Judy Hill, City Secretary



**Exhibit "A"**



Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Update regarding the crossing guard stations.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Chief Mike Sullivan to give update.</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Update on the bullet proof glass in reception area of City Hall.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 13, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Ben White to give update.</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VII. Executive Session**

## **VIII. Reconvene From Executive Session**

## **IX. Requests to be Placed on Future Agendas**

## **X. Adjournment**