



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
April 23, 2019, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.
 - TxDOT will hold public hearings on May 6th, 7th, and 9th in different locations to hear comments regarding the expansion of U.S. Highway 380. Please refer to the flyer in the agenda packet, posted at City Hall and on the City's website for more information.
 - The Texas Community Futures Forum will be held on Thursday, April 25th from 6:30 – 8:30 p.m. at the First Baptist Church in Farmersville. Please refer to flyer in the agenda packet.
 - The Farmersville Intermediate School's Annual "Physics Phair" will be Tuesday, May 7th from 6:00 – 7:00 p.m. Please refer to flyer in the agenda packet.
 - Proclamation for Motorcycle Awareness Month

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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

excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

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

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

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

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Minutes
 - 2. Financials
 - 3. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Financials
 - 2. Possible Council Liaison Report
- D. Main Street Board

1. Monthly Report
2. Possible Council Liaison Report

- E. Planning & Zoning Commission
1. Possible Council Liaison Report

V. READING OF ORDINANCES

- A. Consider, discuss and act upon the first and only reading of Ordinance #O-2019-0423-001 regarding the proposed change in rates of Oncor Electric Delivery Company LLC.

VI. REGULAR AGENDA

- A. Consider, discuss and act upon addendum to OpenGov software.
- B. Consider, discuss and act upon decision to move mowing from contractor to inside city services.
- C. Consider, discuss and act upon a Substation Maintenance and Repair Agreement with Garland Power & Light.
- D. Update on Camden Park and consider, discuss and act regarding possible issues.

VII. EXECUTIVE SESSION

- A. Discussion of Matters Permitted by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
1. *United States of America v. City of Farmersville, Texas*, Civil Action No. 4:19-CV-00285.

VIII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY:

- A. Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
1. *United States of America v. City of Farmersville, Texas*, Civil Action No. 4:19-CV-00285.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

X. ADJOURNMENT

Dated this the 18th day of April, 2019.



Jack Randall Rice, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 18, 2019 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



I. Preliminary Matters

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6 Farmers & Fleas 9:00 am
7	8 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	9 City Council Meeting 6:00 pm	10	11	12	13 Taste of Farmersville
14	15 P&Z Meeting 6:30 pm (Cancelled)	16	17	18 FEDC (4A) Meeting 6:30 pm	19 City Offices Closed – Good Friday	20
21	22 School Board Meeting 7:00 pm Early Voting (8-5) City Hall New Hours Begin	23 City Council Meeting 6:00 pm Early Voting (8-5)	24 Early Voting (8-5)	25 Building & Property Standards Meeting 6:00pm (Cancelled) Early Voting (8-5)	26 Early Voting (8-5)	27 Early Voting (8-5)
28	29	30 Municipal Court 9:00 a.m. Early Voting (7-7)				

May 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
				City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am Election Day Cinco de Mayo
5	6	7	8	9	10	11
						Fire Department Annual Fish Fry
12	13	14	15	16	17	18
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm		FEDC (4A) Meeting 6:30 pm		City-Wide Clean Up Day
19	20	21	22	23	24	25
	P&Z Meeting 6:30 pm	Municipal Court 9:00 a.m.				
26	27	28	29	30	31	
	School Board Meeting 7:00 pm City Offices Closed -- Memorial Day	City Council Meeting 6:00 pm				

June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Farmers & Fleas 9:00 am Yards of Yard Sales Summer Car Show
2	3	4	5	6 City Amenities Board Meeting 4:15 pm	7	8
9	10 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	11 City Council Meeting 6:00 pm	12	13	14	15 Cops and Rodders Car Show
16	17 P&Z Meeting 6:30 pm	18 Municipal Court 9:00 a.m.	19	20 FEDC (4A) Meeting 6:30 pm	21	22 Audie Murphy Day
23	24	25 City Council Meeting 6:00 pm	26	27	28	29
30						

July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 City Offices Closed – Independence Day Sparks of Freedom	5	6 Farmers & Fleas 9:00 am
7	8 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	9 City Council Meeting 6:00 pm	10	11 City Amenities Board Meeting 4:15 pm (Moved due to Holiday)	12	13
14	15 P&Z Meeting 6:30 pm	16	17	18 FEDC (4A) Meeting 6:30 pm	19	20
21	22	23 City Council Meeting 6:00 pm	24	25	26	27
28	29	30 Municipal Court 9:00 a.m.	31			

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 City Amenities Board Meeting 4:15 pm	2	3 Farmers & Fleas 9:00 am
4	5	6	7	8	9	10
11	12 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	13 City Council Meeting 6:00 pm	14	15 FEDC (4A) Meeting 6:30 pm	16	17
18	19 P&Z Meeting 6:30 pm	20	21	22	23	24 Chamber of Commerce Casino Night Bug Tussle Car Trek
25	26	27 Municipal Court 9:00 a.m. City Council Meeting 6:00 pm	28	29	30	31

September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Offices Closed – Labor Day	3	4	5 City Amenities Board Meeting 4:15 pm	6	7 Farmers & Fleas 9:00 am
8	9 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	10 City Council Meeting 6:00 pm	11	12	13	14
15	16 P&Z Meeting 6:30 pm	17	18	19 FEDC (4A) Meeting 6:30 pm	20	21
22	23	24 Municipal Court 9:00 a.m. City Council Meeting 6:00 pm	25	26	27	28
29	30					



NOTICE OF PUBLIC MEETINGS

Proposed Improvements to US 380 from Denton County Line to Hunt County Line Collin County, Texas

CSJs: 0135-11-022, 0135-02-059, 0135-03-048, 0135-04-032, 0135-05-026

The Texas Department of Transportation (TxDOT) is conducting a feasibility study for improvements to US 380 through Collin County, a distance of approximately 32 miles. **TxDOT will conduct three public meetings to discuss and receive public comments on the proposed project. All three meetings will present the same information and will be held in an open house format with a formal presentation at 6:00 p.m.** Representatives from TxDOT and project consultants will be available to answer questions about the proposed project improvements. The meeting dates, times, and locations are listed below.

Monday, May 6, 2019
6:00 p.m. to 8:00 p.m.
Presentation at 6:00 p.m.
Russell A Steindam
Courts Building
2100 Bloomdale Road
McKinney, TX 75071

Tuesday, May 7, 2019
6:00 p.m. to 8:00 p.m.
Presentation at 6:00 p.m.
Princeton High School
1000 E. Princeton Drive
Princeton, TX 75407

Thursday, May 9, 2019
6:00 p.m. to 8:00 p.m.
Presentation at 6:00 p.m.
Rogers Middle School
1001 Coit Road
Prosper, TX 75078

The purpose of the study is to analyze potential roadway options for US 380, including improving the existing alignment or utilizing a new alignment. A recommended alignment will be presented at the meetings. Additional right-of-way will be required to accommodate the project.

Study data and maps showing roadway alignments will be available for viewing at the public meetings. This information will also be available for public inspection Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at the TxDOT Dallas District. Meeting information will also be available online at www.Drive380.com.

All interested persons are invited to attend any of these public meetings. Written or electronic comments from the public are requested and will be accepted for a period of 15 calendar days. Written comments may be submitted either in person at the public meeting, or by mail to: Stephen Endres, P.E., TxDOT Dallas District Office, 4777 East US Highway 80, Mesquite, TX 75150-6643, or by email addressed to Stephen.Endres@txdot.gov. **Written comments must be postmarked on or before Friday, May 24, 2019 to be included in the documentation of the public meeting.**

The public meeting will be conducted in English. Persons interested in attending the meetings who have special communication or accommodation needs, such as the need for an interpreter, are encouraged to contact the TxDOT Dallas District Public Information Office at (214) 320-4480. Requests should be made at least two days prior to the public meeting. TxDOT will make every reasonable effort to accommodate these needs. If you have general questions or concerns regarding the proposed project, you may contact the TxDOT project manager, Mr. Stephen Endres, P.E. by phone at (214) 320-4469 or by email at Stephen.Endres@txdot.gov.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.



AVISO DE REUNIONES PÚBLICAS

**Propuestas para mejorar la US 380 desde el Límite del Condado de Denton
hasta el Límite del Condado de Hunt
Condado de Collin, Texas
CSJ: 0135-11-022, 0135-02-059, 0135-03-048, 0135-04-032, 0135-05-026**

El Departamento de Transporte de Texas (TxDOT) está llevando a cabo un estudio de factibilidad para mejorar la US 380 a lo largo del Condado de Collin, en una distancia de aproximadamente 32 millas. El TxDOT llevará a cabo tres reuniones públicas para discutir y recibir comentarios públicos sobre el proyecto propuesto. Las tres reuniones presentarán la misma información y se llevarán a cabo en un formato de casa abierta con una presentación formal a las 6:00 p.m. Los representantes de TxDOT y los consultores del proyecto estarán disponibles para responder preguntas sobre las mejoras del proyecto propuesto.

Lunes 6 de mayo de 2019
6:00 p.m. a 8:00 p.m.
Presentación a las 6:00 p.m.
Russell A Steindam Courts
Building
2100 Bloomdale Rd.
McKinney, TX 75071

Martes, 7 de mayo de 2019
6:00 p.m. a 8:00 p.m.
Presentación a las 6:00 p.m.
Princeton High School
1000 E. Princeton Drive
Princeton, TX 75407

Jueves, 9 de mayo de 2019
6:00 p.m. a 8:00 p.m.
Presentación a las 6:00 p.m.
Rogers Middle School
1001 Colt Road
Prosper, TX 75078

El propósito del estudio es analizar las posibles opciones de carreteras para US 380, incluida la mejora de la alineación existente o la utilización de una nueva alineación. Una alineación recomendada será presentada en las reuniones. Se requerirá un derecho de paso adicional para acomodar el proyecto. Los datos del estudio y los mapas que muestran las alineaciones de las carreteras estarán disponibles para su visualización en las reuniones públicas. Esta información también estará disponible para inspección pública de lunes a viernes entre las 8:00 a.m. y las 5:00 p.m. en el distrito de Dallas TxDOT. La información de la reunión también estará disponible en línea en www.Drive380.com.

Todas las personas interesadas están invitadas para asistir a cualquiera de estas reuniones públicas. Se solicitarán y aceptarán los comentarios por escrito o electrónicos del público por un periodo de 15 días calendario después de la reunión pública. Los comentarios por escrito pueden ser entregados personalmente en las reunión públicas, en línea, o por correo a: Stephen Endres, P.E., TxDOT Dallas District Office, 4777 East US Highway 80, Mesquite, TX 75150-6643, o por correo electrónico a la dirección Stephen.Endres@txdot.gov. Los comentarios escritos, deben enviarse por correo antes del viernes, 25 de mayo del 2019 para ser incluidos en la documentación de la reunión pública.

Las reuniones públicas será realizada en inglés. Las personas interesadas en asistir a las reuniones que tienen necesidades de comunicación o de alojamiento, como la necesidad de un intérprete, se les sujiere que contacten al TxDOT, Distrito Dallas, Oficina de Información Pública al (214) 320-4480. Las solicitudes deben realizarse por lo menos dos días antes de cada reunión pública. El TxDOT hará todos los esfuerzos razonables para adaptar esas necesidades.

La revisión ambiental, consulta y otras acciones requeridas por las leyes ambientales federales aplicables para este proyecto están siendo o han sido, llevado a cabo por TxDOT – en virtud de 23 USC 327 y el Memorando de Entendimiento del 16 de diciembre de 2014, y ejecutado por la FHWA y el TxDOT.

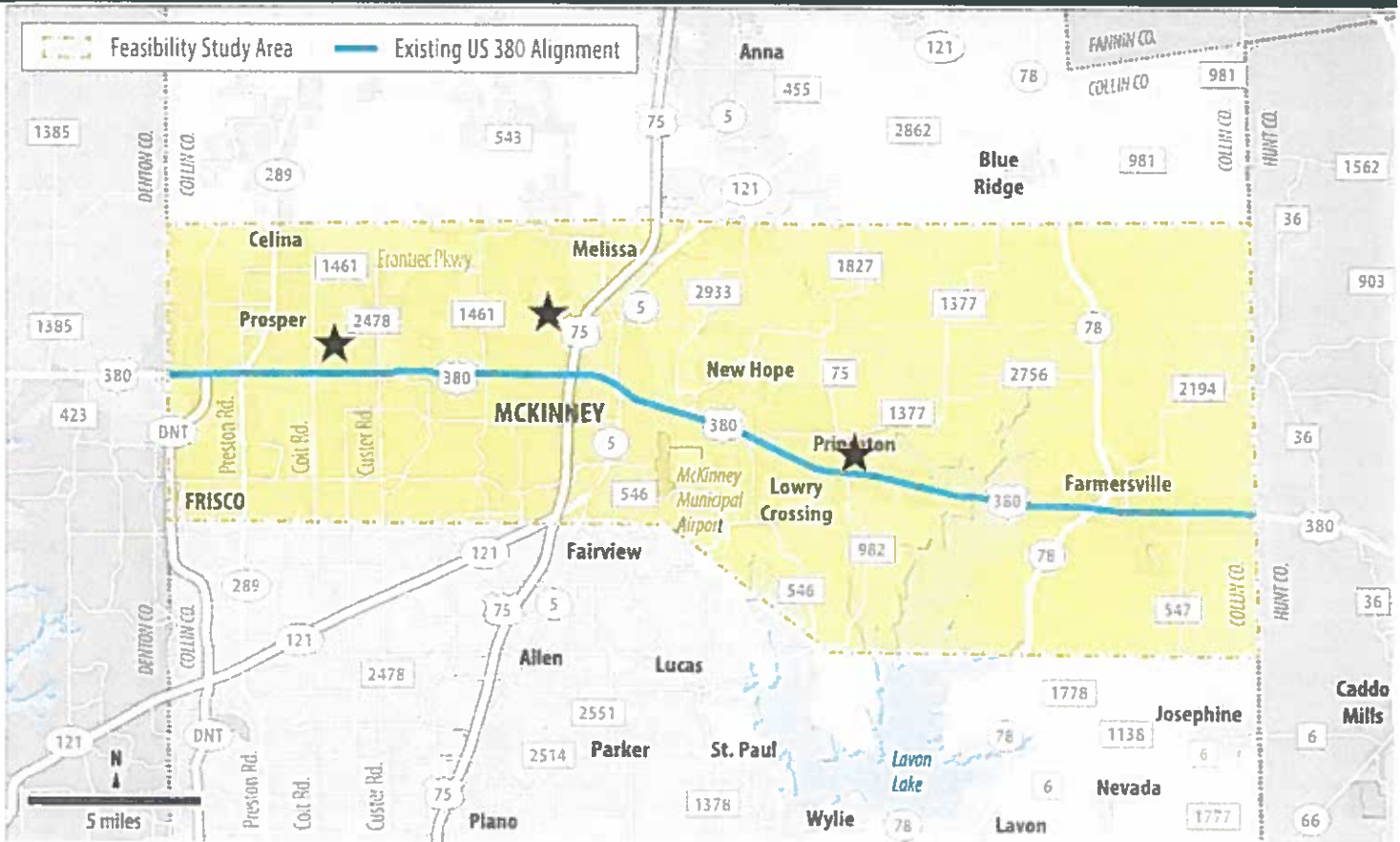


US 380 Collin County Feasibility Study

Proposed Improvements to US 380

Public Open House Meetings

MEETING LOCATIONS



TxDOT will host a series of Public Meetings to discuss the future of US 380.
For more information about the study, visit www.Drive380.com.

No admission or parking fees will be charged. These are free events.



★ **Russell A. Steindam Courts Building**
 Central Jury Room
 Monday, May 6, 2019
 6:00 p.m. - 8:00 p.m.



★ **Princeton High School**
 Atrium and Cafeteria
 Tuesday, May 7, 2019
 6:00 p.m. - 8:00 p.m.



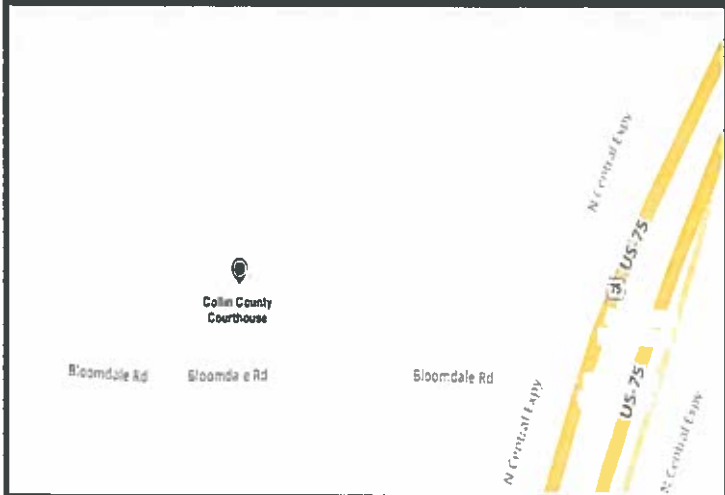
★ **Rogers Middle School**
 Cafeteria and Gym
 Thursday, May 9, 2019
 6:00 p.m. - 8:00 p.m.

PRESENTATION AT 6:00 P.M.

Contact information: TxDOT, Stephen Endres, P.E., Stephen.Endres@txdot.gov, (214) 320-4469

US 380 Collin County Feasibility Study - Public Meetings

OPEN HOUSE - Russell A. Steindam Courts Building



★ Russell A. Steindam Courts Building

Central Jury Room

Monday, May 6, 2019

6:00 p.m. - 8:00 p.m.

Presentation at 6:00 p.m.

2100 Bloomdale Road, McKinney, TX 75071

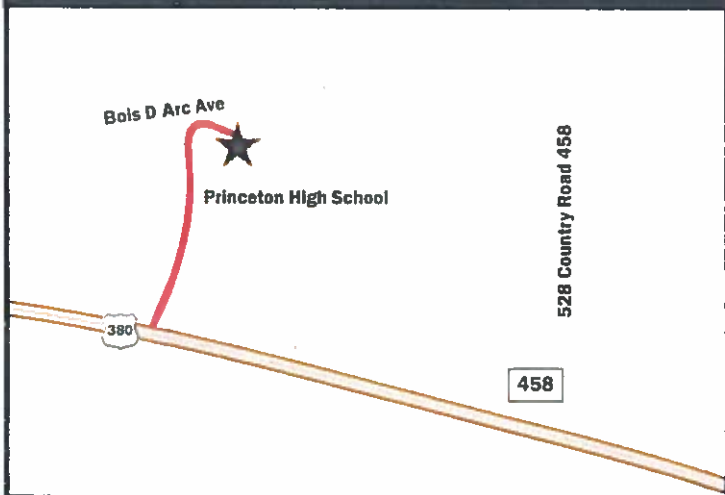
From the East

- Turn right from E University onto N McDonald Street
- Turn left onto Laud Howell Parkway
- Turn left onto Bloomdale Road
- Follow the road to the right
- Courthouse will be just ahead

From the South

- Take US - 75 N from McKinney
- Take Exit 42B onto Bloomdale Road
- Use 2nd from the left lane to turn left
- Courthouse will be on the right

OPEN HOUSE - Princeton High School



★ Princeton High School Cafeteria

Tuesday, May 7, 2019

6:00 p.m. - 8:00 p.m.

Presentation at 6:00 p.m.

1000 E Princeton Drive, Princeton, TX 75407

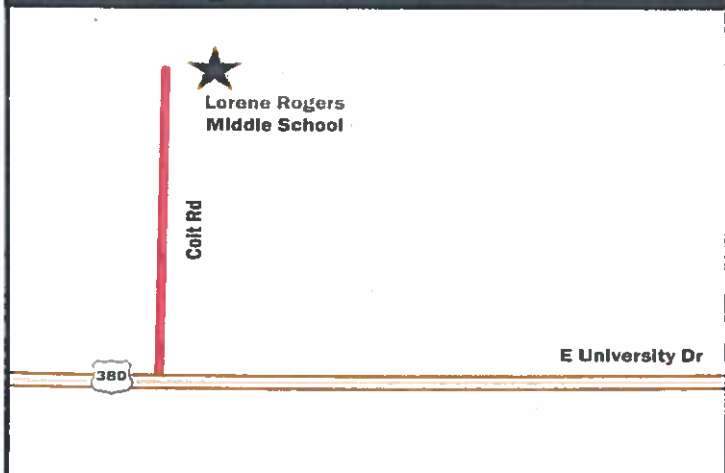
From the East

- Head west on US 380
- Just past CR458, school is on right

From the West

- Head east on US 380
- After you pass 4th Street, school is on left

OPEN HOUSE - Rogers Middle School



★ Rogers Middle School Cafeteria and Gym

Thursday, May 9, 2019

6:00 p.m. - 8:00 p.m.

Presentation at 6:00 p.m.

1001 Coit Road, Prosper, TX 75078

From the East

- Head west on US 380
- Turn right on Coit Road
- School is on the right

From the West

- Head east on US 380
- Turn right on Coit Road
- School is on the right

PRESENTATION AT 6:00 P.M.

Contact information: TxDOT, Stephen Endres, P.E., Stephen.Endres@txdot.gov, (214) 320-4469



Texas Community Futures Forum

CELEBRATING 20 YEARS

The Texas Community Futures Forum is being held in Collin County to assist local Texas A&M AgriLife Extension Service Agents and the Leadership Advisory Board identify the most critical issues affecting local citizens. Our local Extension program has a rich history of providing educational programs that address the most critical issues in the county, related to Agriculture and Natural Resources, Families and Health, Youth Development and Community Development.

In order to make sure that the programs being planned for the future are on target, we invite your participation in the Texas Community Futures Forum.

♦ **Thursday, April 25, 2019**

♦ **6:30—8:30 p.m.**

♦ **First Baptist Church Farmersville, 124 South Washington, Farmersville, Texas 75442**

Your opinion is highly valued in our community, so we truly hope you can join us. Our expectation is that the forum will last less than two hours, as we understand the value of your time.

If you have any questions, please feel free to contact the Extension office at 972.548.4233. Please RSVP to the same telephone number with your ability to join us by Monday, April 8th. Thank you very much for your involvement in this forum, and we look forward to seeing you on April 25th.

The Texas A&M AgriLife Extension Service provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity.

**TEXAS A&M
AGRI LIFE
EXTENSION**

You're Invited To:
Farmersville Intermediate School's
Annual
"Physics Phair"



Date: *Tuesday, May 7th*
Time: *6:00 to 7:00pm*
Location: *Farmersville Intermediate School*

OUR STUDENTS LOVE SCIENCE!

Students from Farmersville Intermediate School
will mesmerize you with
the "magic" of physics!

Or is it "science"?

City of Farmersville Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Jack Randall Rice, Mayor of the City of Farmersville, do hereby proclaim the month of May 2019, as

Motorcycle Safety and Awareness Month

Further, I urge all residents to do their part to increase motorcycle safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 23rd day of April in the year 2019.



Jack Randall Rice, Mayor

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	NA

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
March 26, 2019, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst and Todd Rolan were all present. Council member Michael Hesse was not in attendance. City staff members Ben White, Sandra Green, Kim Morris, Rick Ranspot, Mike Sullivan, Dana Mingo and City Attorney Alan Lathrom were also present.
- Prayer was led by Craig Overstreet followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed on April 19, 2019 in observance of Good Friday.
 - New City Hall hours will begin on April 22, 2019. Please see notices at City Hall and the website for more information.
 - Early Voting for the May 4, 2019 General Election will begin on April 22, 2019. See City website calendar for dates and times.
 - The Rotary golf tournament will be Tuesday, April 23rd at the Woodbridge Golf Club.
 - TxDOT will hold public hearings on May 6th, 7th, and 9th in different locations to hear comments regarding the expansion of U.S. Highway 380. Please refer to the flyer in the agenda packet, posted at City Hall and on the City's website for more information.
 - Ben White introduced to Council and welcomed Dana Mingo as the new Main Street Manager.

II. PUBLIC COMMENT

- No one came forward.

III. CONSENT AGENDA

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A. City Council Minutes

B. Fire Department Report

- Motion to approve reports made by Mike Hurst
- 2nd to approve was Todd Rolen
- All council members voted in favor

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or Commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

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A. City Amenities Board

1. Possible Council Liaison Report

- Todd Rolen stated the board is looking for a volunteer to take over the Senior Citizens Center. He stated that Trisha Dowell indicated the traffic at the library has been good. He also explained they had selected the bands for the Music in the Park.

- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Possible Council Liaison Report
- D. Main Street Board
 - 1. Possible Council Liaison Report
- E. Planning & Zoning Commission
 - 1. Possible Council Liaison Report
- F. Texoma Housing Authority
 - 1. Agenda and documents

V. **REGULAR AGENDA**

- A. Consider, discuss and act regarding future transmission line services and related substation requirements.
 - Ben White stated at the last meeting we did not have the agenda item written to where a decision could be made on the requests by Garland Power & Light. They are asking that the City Manager have authorization to execute a Letter of Assignment with Garland Power & Light transferring any rights Farmersville has to construct and own new transmission facilities approved by the Electric Reliability Council of Texas resulting from the Farmersville Area Reliability Study. He explained the second request would be giving approval to present the Farmersville Area Reliability Study and its associated options to the Regional Planning Group of ERCOT for consideration.
 - Craig Overstreet asked what they are presenting.
 - Ben White stated it would be a sketch of the options that were presented at the last meeting.
 - Mike Hurst asked how the cost would be broken up.
 - Ben White stated each of the users of the electricity would pay for the costs over time.
 - Motion to allow the two requests made by Donny Mason
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

- Mayor Rice stated he wanted to consider both Item B and Item D at the same time sense they were related.
- B. Consider, discuss and act upon the resignation of Heidi Ratliff from the Building & Property Standards Commission and the appointment of new member.
- Motion to accept the resignation and wait to appoint a new member at a later date was made by Mike Hurst
 - 2nd to approve was Todd Rolen
 - All council members voted in favor

 - Motion to accept the resignation with gratitude and to take no action of the replacement until a later date was made by Mike Hurst
 - 2nd to approve was Craig Overstreet
 - All council members voted in favor
- C. Consider, discuss and act upon the review of Zoning Ordinance recommendations from the FEDC (4A).
- Ben White stated this was brought about to see if the City needed to change the Zoning Ordinance for the industrial areas. He went over some of the requested changes such as having impervious surfaces. He also wanted Planning and Zoning to consider reducing the Highway Commercial requirements for the industrial areas. He also would like for them to consider the brick requirement being reduced or done away with in those areas. He is requesting permission to send the items to the Planning & Zoning Commission for consideration and recommendation to the City Council.
 - Craig Overstreet stated he felt like at least the front of the buildings needed to be a masonry material.
 - Motion to have the Planning and Zoning Commission review the proposed changes and make a recommendation to the City Council made by Craig Overstreet.
 - 2nd to approve was Donny Mason
 - All council members voted in favor
- D. Consider, discuss and act upon the resignation of Les Cooks from the Texoma Housing Partners Board and appointment of new member.
- Item was addressed earlier in the agenda.

- E. Consider, discuss and act regarding letter to TCEQ requesting a public hearing for the Martin Marietta site.
- Ben White stated he wrote a letter that he is recommending the City send to TCEQ regarding the Martin Marietta site. He would be asking that TCEQ dedicate a public comment period that would allow for public meetings. He believes the right thing would be for Martin Marietta to work with the City and be a good corporate neighbor. AFI has expressed their concerns and they are also writing a letter and sending it to TCEQ.
 - Motion to allow Ben White to send letter to TCEQ made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

VI. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet requested an update on the restriping of the downtown and street lights at Dura Edge Way, Welch and J.W. Spain be placed on the agenda.
- Craig Overstreet also requested an update on the live streaming of Council meetings.
- Mike Hurst wanted an update regarding Camden Park and the internet connection issue.
- Donny Mason requested an update on Hamilton Street.

VII. ADJOURNMENT

Meeting was adjourned at 6:28 p.m.

APPROVE:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	Police Department Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Police Department Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



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

Farmersville Police Department Monthly Report July-18

Total Calls For Service: **496**

Tier 1 Crimes

Robbery: **1**
Assault: **5**
Theft: **8**
Burglary: **4**
Motor Vehicle Theft: **1**

Tier 2 Crimes

Forgery: **0**
Fraud: **1**
Criminal Mischief: **2**
Weapons: **0**
DWI: **1**
Public Intoxication: **0**
Disorderly Conduct: **0**
Drugs: **0**

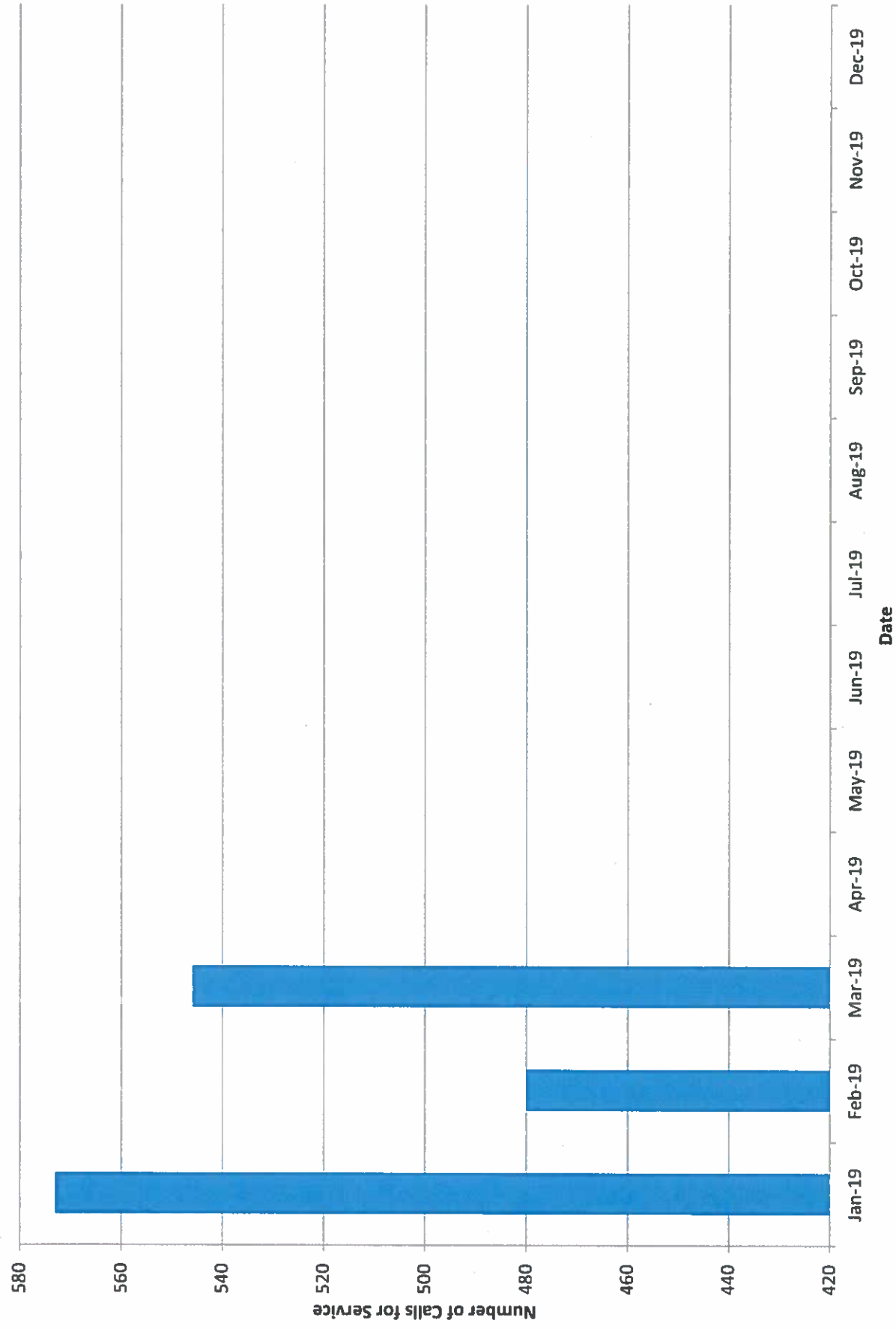
Miscellaneous

Traffic Stops:	162	Major Accidents:	8
Citations:	99/110 (viol)	Minor Accidents:	7
Alarms:	16	Agency Assist:	39

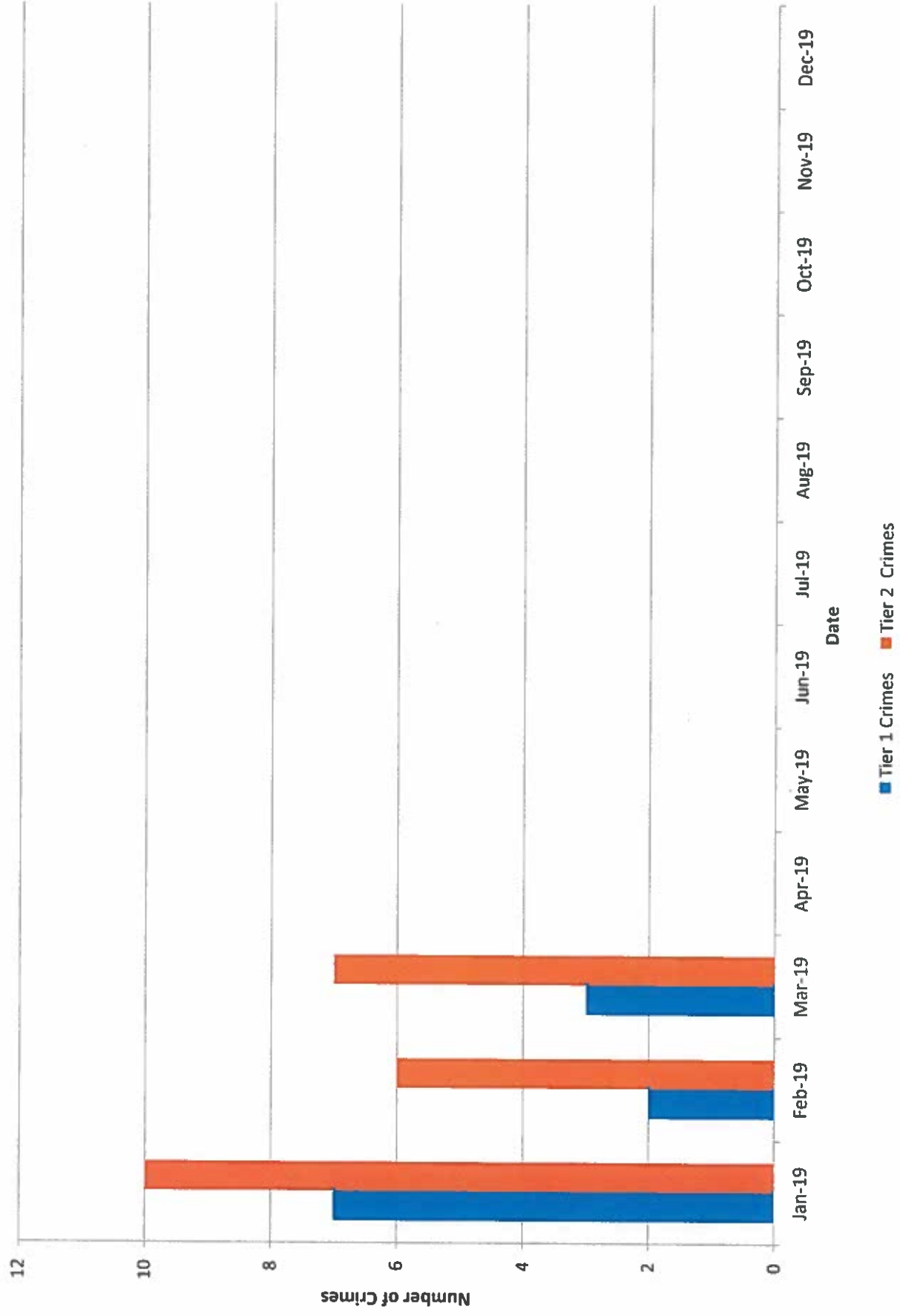
Cases filed with the District Attorney's Office:

Felony: **3**
6

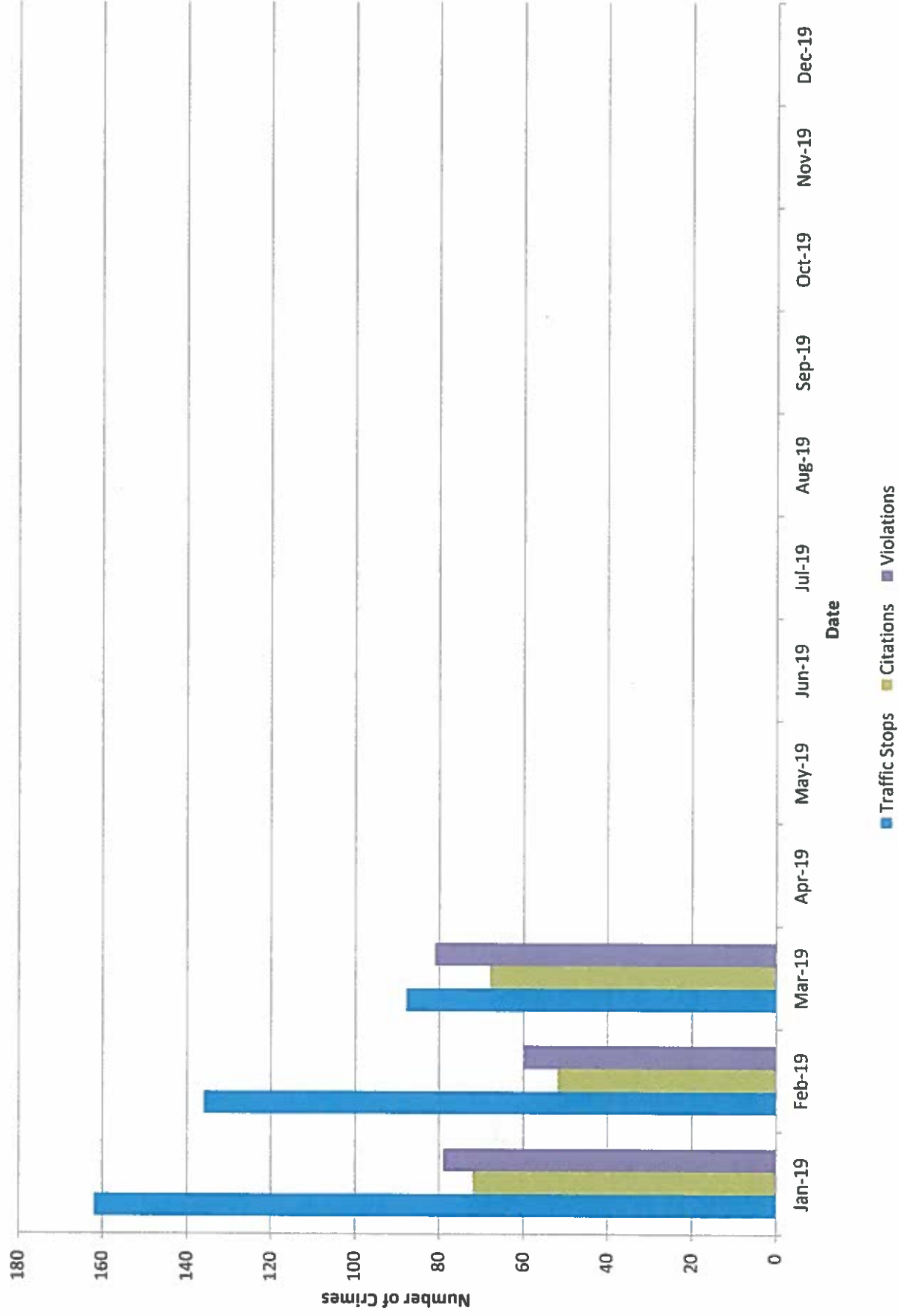
Police Department Calls for Service



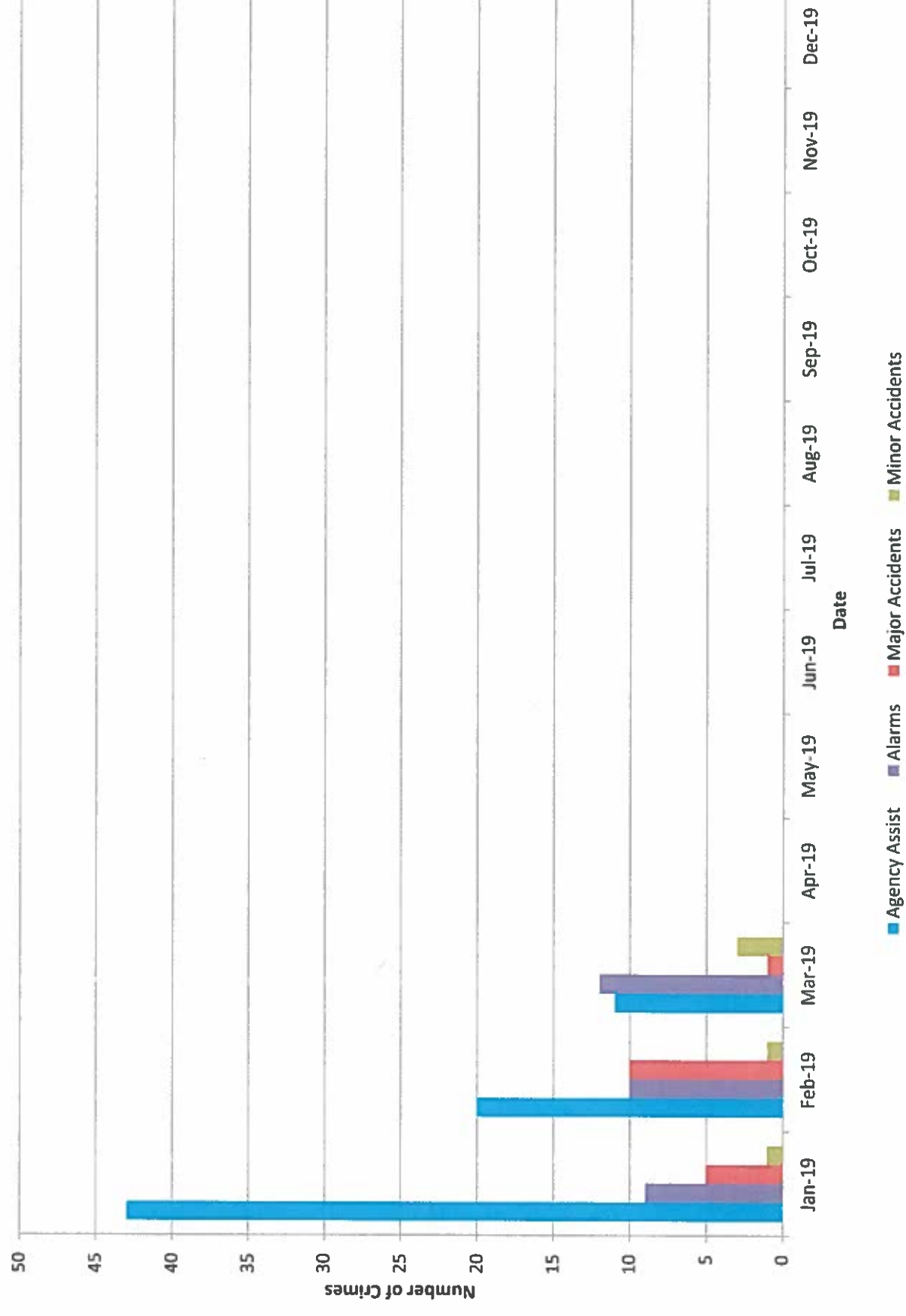
Uniform Crime Reporting



Traffic Enforcement



Police Activity



Agenda Section	Consent Agenda
Section Number	III.C
Subject	Code Enforcement/Animal Control Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	1. Code Enforcement Report 2. Animal Control Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Incidents Report -FARMERSVILLE POLICE DEPARTMENT

Sorted by Incident Number, Supp_ID, Agency, Report Date

Report Date : 03/01/2019 00:00 - 03/31/2019 23:59

From Date : 03/01/2019 00:00 - 03/31/2019 23:59 - OR -

To Date : 03/01/2019 00:00 - 03/31/2019 23:59

Officer : DIXON, K

Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
19-000192(01) DIXON, K	03/04/2019 00:00	FOUND PROPERTY	134 N WASHINGTON FARMERSVILLE, TX 75442				ACTIVE
19-000193(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-WHITE PICK UP TRUCK HASN'T MOVED FOREVER	123 MCKINNEY STREET FARMERSVILLE, TX 75442				CLOSED
19-000193(11) DIXON, K	03/11/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK REMOVED FROM PARKING LOT	123 MCKINNEY STREET FARMERSVILLE, TX 75442				CLOSED
19-000194(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CANS AND FURNITURE AT CURB ON NON PICK UP DAY	903 S MAIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000194(11) DIXON, K	03/21/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN AND FURNITURE REMOVED FROM CURB	903 S MAIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000195(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-LIVING IN RESIDENCE WITHOUT UTILITIES	801 S MAIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000195(11) DIXON, K	03/21/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-HOUSE APPEARS VACANT	801 S MAIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000196(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-RV PARK AT VFW	671W AUDIE MURPHY FARMERSVILLE, TX 75442				CLOSED
19-000196(11) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-VFW HAS SPECIAL USE PERMIT	671W AUDIE MURPHY FARMERSVILLE, TX 75442				CLOSED
19-000197(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-WHITE SUV PARKED IN YARD AND DRYER ON BACK PORCH	377W AUDIE MURPHY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000197(11) DIXON, K	03/21/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-APPLIANCE AND SUV NOT MOVED	377W AUDIE MURPHY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000198(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED IN YARD, FURNITURE AND AMP AT CURB	209 ABBEY LANE FARMERSVILLE, TX 75442				CLOSED
19-000199(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-FENCE PANEL DOWN AND LAYING IN THE YARD	108 ABBEY ROAD FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000199(11) DIXON, K	03/21/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-PANEL REMOVED FROM YARD	108 ABBEY ROAD FARMERSVILLE, TX 75442				NOV ISS - CLOSED
04/04/2019 10:33							1 of 8

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
19-000200(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-VEHICLE PARKED AGAINST TRAFFIC AND REGISTRATION EXPIRED IN 2015	507 CLAIRMONT STREET FARMERSVILLE, TX 75442				CLOSED
19-000200(1) DIXON, K	03/09/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK REMOVED FROM STREET	507 CLAIRMONT STREET FARMERSVILLE, TX 75442				CLOSED
19-000201(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE/VIOLATION-VEHICLE PARKED AGAINST THE FLOW OF TRAFFIC	424 N WASHINGTON FARMERSVILLE, TX 75442				CLOSED
19-000201(1) DIXON, K	03/09/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR REMOVED FROM STREET	424 N WASHINGTON FARMERSVILLE, TX 75442				CLOSED
19-000202(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-APPLANCE IN YARD	308 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000202(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-APPLANCE REMOVED FROM YARD	308 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000203(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-FURNITURE AT CURB ON NON PICK UP DAY	303 AUSTIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000203(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-FURNITURE REMOVED FROM CURB	303 AUSTIN FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000204(01) DIXON, K	03/06/2019 00:00	CITY ORDINANCE VIOLATION-VEHICLE PARKED AGAINST THE FLOW OF TRAFFIC	307 AUSTIN STREET FARMERSVILLE, TX 75442				CLOSED
19-000204(1) DIXON, K	03/09/2019 00:00	RECHECK FOR ORDINANCE CAR MOVED BY OWNER	307 AUSTIN STREET FARMERSVILLE, TX 75442				CLOSED
19-000205(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-SUV PARKED AGAINST THE FLOW OF TRAFFIC	201 SUMMIT STREET FARMERSVILLE, TX 75442				CLOSED
19-000205(1) DIXON, K	03/09/2019 00:00	WRONG INCIDENT NUMBER	201 SUMMIT STREET FARMERSVILLE, TX 75442				CLOSED
19-000205(2) DIXON, K	03/11/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR MOVED	201 SUMMIT STREET FARMERSVILLE, TX 75442				CLOSED
19-000206(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	302 AUSTIN FARMERSVILLE, TX 75442				CLOSED
19-000206(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR REMOVED FROM ROAD	302 AUSTIN FARMERSVILLE, TX 75442				CLOSED
19-000207(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	506 WATERFORD STREET FARMERSVILLE, TX 75442				CLOSED
19-000207(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR PARKED IN PROPER DIRECTION	506 WATERFORD STREET FARMERSVILLE, TX 75442				CLOSED
19-000208(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-SUV PARKED AGAINST THE FLOW OF TRAFFIC	512 MEADOWVIEW STREET FARMERSVILLE, TX 75442				CLOSED
19-000208(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE	512 MEADOWVIEW STREET				CLOSED

IA121-L185incident # /									
Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status		
19-000209(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-BLUE TRUCK PARKED IN FRONT YARD	407 MCKINNEY FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000209(11) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK REMOVED FROM YARD	407 MCKINNEY FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000210(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-SUV PARKED ON STREET WITHNO REGISTRATION AND AGAINST THE FLOW OF TRAFFIC	412 MCKINNEY STREET FARMERSVILLE, TX 75442				CLOSED		
19-000210(11) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR REMOVED FROM STREET	412 MCKINNEY STREET FARMERSVILLE, TX 75442				CLOSED		
19-000211(01) DIXON, K	03/09/2019 00:00	CITY ORDINANCE VIOLATION-TRASHCANS AT CURB ON NON PICK UP DAY, APPLIANCE ON PORCH	121N LINCOLN FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000211(11) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASHCAN REMOVED FROM CURB, APPLIANCE REMOVED FROM PORCHH	121N LINCOLN FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000212(01) DIXON, K	03/11/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	314 ROLLING HILLS LANE FARMERSVILLE, TX 75442				WARNING ISSUED		
19-000213(01) DIXON, K	03/11/2019 00:00	CITY ORDINANCE VIOLATION-PILE OF BRUSH IN YARD BY CURB	211ROLLING HILLS FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000213(11) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSHREMOVED FROM CURB	211ROLLING HILLS FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000214(01) DIXON, K	03/12/2019 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	311SHERRY FARMERSVILLE, TX 75442				CLOSED		
19-000215(01) DIXON, K	03/12/2019 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	400 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000215(11) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASHCAN REMOVED FROM CURB	400 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED		
19-000216(01) DIXON, K	03/12/2019 00:00	CITY ORDINANCE VIOLATIONS-TRASHCAN AT CURB ON NON PICK UP DAY, TRUCK PARKED AGAINST FLOW OF TRAFFIC AND TO CLOSE TO STOP SIG	315MAPLE STREET FARMERSVILLE, TX 75442				CLOSED		
19-000217(01) DIXON, K	03/12/2019 00:00	CITY ORDINANCE	302 AUSTIN STREET				NOV ISS - CLOSED		

19-000217(0)	03/12/2019 00:00	CITY ORDINANCE	302 AUSTIN STREET FARMERSVILLE, TX 75442	NOV ISS - CLOSED
DIXON, K		VIOLATION-WHITE TRUCK PARKED IN FRONT YARD		
19-000217(1)	03/23/2019 00:00	RECHECK FOR ORDINANCE	302 AUSTIN STREET	NOV ISS - CLOSED
DIXON, K		VIOLATION-TRUCK REMOVED FROM SIDE YARD	FARMERSVILLE, TX 75442	
19-000218(0)	03/24/2019 00:00	CITY ORDINANCE	207 Bois D'Arc Street	REFERRED TO MUNICIPAL COURT
DIXON, K		VIOLATION-LOOSE DOGS	FARMERSVILLE, TX 75442	
19-000219(0)	03/14/2019 00:00	CITY ORDINANCE	307 ORANGE	NOV ISS - CLOSED
DIXON, K		VIOLATION-PILE OF BRUSH AT CURB	FARMERSVILLE, TX 75442	
19-000219(1)	03/25/2019 00:00	RECHECK FOR ORDINANCE	307 ORANGE	NOV ISS - CLOSED
DIXON, K		VIOLATION-BRUSH REMOVED FROM CURB	FARMERSVILLE, TX 75442	

IA253-L 300 Incident # /		Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
Officer								Case
19-000228(01)	DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-MATRESS AT CURB ON NON PICK UP DAY	307 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000229(11)	DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-MATRESS REMOVED FROM CURB	307 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000231(01)	DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	314 AUSTIN FARMERSVILLE, TX 75442				CLOSED
19-000232(01)	DIXON, K	03/18/2019 00:00	CITY ORDINANCE VIOLATION-LOOSE DOG RECHECK FOR ORDINANCE	303 PROSPECT STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000233(11)	DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-DOG SECURED CITY ORDINANCE	303 PROSPECT STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000233(01)	DIXON, K	03/18/2019 00:00	VIOLATION-FENCE DOWN IN BACK AT SIDE RECHECK FOR ORDINANCE	611 WINDOM STREET FARMERSVILLE, TX 75442				CLOSED
19-000233(11)	DIXON, K	03/28/2019 00:00	VIOLATION-FENCE REPAIRED CITY ORDINANCE	611 WINDOM STREET FARMERSVILLE, TX 75442				CLOSED
19-000234(01)	DIXON, K	03/18/2019 00:00	VIOLATION-TRASH CAN IN STREET ON NON PICK UP DAY RECHECK FOR ORDINANCE	300 S Hamilton FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000235(01)	DIXON, K	03/18/2019 00:00	VIOLATION-BATH TUB IN FRONT YARD RECHECK FOR ORDINANCE	310 S Hamilton FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000235(11)	DIXON, K	03/28/2019 00:00	VIOLATION-BATH TUB REMOVED FROM FRONT YARD	310 S Hamilton FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000236(01)	DIXON, K	03/18/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCE IN BACK YARD, TRASH CAN AT CURB ON NON PICK UP DAY	520 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000236(11)	DIXON, K	03/28/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN REMOVED FROM CURB	520 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000236(11)	DIXON, K	03/29/2019 00:00	APPLIANCE IN YARD STILL RECHECK FOR ORDINANCE	520 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000237(01)	DIXON, K	03/18/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CAN IN STREET ON NON PICK UP DAY	512 NEATHERY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000237(11)	DIXON, K	03/28/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN REMOVED FROM CURB	512 NEATHERY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000239(01)	DIXON, K	03/18/2019 00:00	POSSIBLE CITY ORDINANCE VIOLATION-ROCKS PUT IN BACK YARD	707 N MAIN FARMERSVILLE, TX 75442				CLOSED
19-000240(01)	DIXON, K	03/18/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CAN AT CURB ON NON PICK UP DAY	405 S WASHINGTON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000240(11)	DIXON, K	03/29/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN REMOVED FROM CURB	405 S WASHINGTON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000242(01)		03/18/2019 00:00	CITY ORDINANCE	502 MIMOSA STREET				NOV ISSUED -

IA317:H335Incident # /		Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
Officer								
19-000242(1)	DIXON, K	03/29/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-EXTENDED 3 WEEKS	502 MIMOSA STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000243(0)	DIXON, K	03/19/2019 00:00	CITY ORDINANCE VIOLATION-LARGE PILES OF BRUSHIN BACKYARD, APPLIANCE ON PORCH	506 NEATHERY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000243(1)	DIXON, K	03/29/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-APPLIANCE REMOVED, BRUSHSTILL THERE	506 NEATHERY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000244(0)	DIXON, K	03/19/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCE IN BACKYARD	413 NEATHERY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000244(1)	DIXON, K	03/29/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-APPLIANCE REMOVED	413 NEATHERY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000245(0)	DIXON, K	03/19/2019 00:00	CITY ORDINANCE VIOLATION-TRASHCAN IN STREET ON NON PICK UP DAY	206 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000245(1)	DIXON, K	03/29/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASHCAN REMOVED FROM CURB	206 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000245(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCE ON PORCH, CAR PARKED IN SIDE YARD	1037 OLD JOSEPHINE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000247(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCES IN DIVE WAY, STOVE ON PORCHNO PROPERTY NUMBER ON HOUSE	403 JACKSON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000248(0)	DIXON, K	03/20/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-STOVE REMOVED FROM PORCHAPPLIANCES REMOVED FROM DRIVE WAY	403 JACKSON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000249(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-MATTRESSES AND BED FRAME IN BACK YARD	512 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000250(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCE IN SIDE YARD	513 N MAIN FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000250(1)	DIXON, K	03/23/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	424 N WASHINGTON FARMERSVILLE, TX 75442				CLOSED
19-000251(1)	DIXON, K	03/23/2019 00:00	TRUCK WAS ORIGINALLY PARKED IN PROPER DIRETON	424 N WASHINGTON FARMERSVILLE, TX 75442				CLOSED
19-000251(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-PLE OF UMBS A CURB	418 N WASHINGTON FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000252(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK OVER TON PARKED ON STREET	508 SID NELSON FARMERSVILLE, TX 75442				CLOSED
19-000252(1)	DIXON, K	03/23/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK MOVED	508 SID NELSON FARMERSVILLE, TX 75442				CLOSED
19-000253(0)	DIXON, K	03/20/2019 00:00	CITY ORDINANCE VIOLATION-SORTING MISSING ON MOBILE HOME	PR 100 12 FARMERSVILLE, TX 75442				NOV ISS - CLOSED

IA382-L446 Incident # /		Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
Officer								Case
19-000255(01)	DIXON, K	03/20/20 00:00	CITY ORDINANCE VIOLATION-PILE OF WOOD DEBRIS AND PALLETS AT CURB	303 RAYMOND FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000256(01)	DIXON, K	03/20/20 00:00	CITY ORDINANCE VIOLATION-GREY WATER LEAKING UNDER HOUSE	420 N WASHINGTON STREET FARMERSVILLE, TX 75442				WARNING ISSUED
19-000257(01)	DIXON, K	03/20/20 00:00	CITY ORDINANCE VIOLATION-LARGE PILE OF DEBRIS IN FRONT YARD	503 WATERFORD FARMERSVILLE, TX 75442				WARNING ISSUED
19-000258(01)	DIXON, K	03/22/20 00:00	CITY ORDINANCE VIOLATION-TRASH CANS AT CURB ON NON PICK UP DAY	507 S MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000259(01)	DIXON, K	03/22/20 00:00	CITY ORDINANCE VIOLATION-NOPERMIT FOR ROOF ADD ON OVER PORCH AND SIDE OF HOUSE	709 S MAIN FARMERSVILLE, TX 75442				CLOSED
19-000260(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	310 AUSTIN STREET FARMERSVILLE, TX 75442				CLOSED
19-000261(01)	DIXON, K	03/27/20 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK PARKED IN PROPER DIRECTION	313 AUSTIN STREET FARMERSVILLE, TX 75442				CLOSED
19-000262(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-BRUSH AND DEBRIS AT CURB	315 S JOHNSON FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000263(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	408 SID NELSON STREET FARMERSVILLE, TX 75442				WARNING ISSUED
19-000264(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-TOILETS IN SIDE YARD	310 S Hamilton FARMERSVILLE, TX 75442				WARNING ISSUED
19-000265(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC AND APPLIANCE IN CARPORT	315 MAPLE STREET FARMERSVILLE, TX 75442				CLOSED
19-000266(01)	DIXON, K	03/28/20 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK PARKED PROPERLY AND APPLIANCE REMOVED FROM CAR PORT	315 MAPLE STREET FARMERSVILLE, TX 75442				CLOSED
19-000266(01)	DIXON, K	03/23/20 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	212 CANDY STREET FARMERSVILLE, TX 75442				CLOSED
19-000266(01)	DIXON, K	03/27/20 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK REMOVED FROM ROAD	212 CANDY STREET FARMERSVILLE, TX 75442				CLOSED
19-000267(01)	DIXON, K	03/23/20 00:00	DOG BITE	807 S MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000268(01)	DIXON, K	03/25/20 00:00	CITY ORDINANCE VIOLATION-PILE OF BRUSH AT CURB	312 ORANGE FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000269(01)	DIXON, K	03/25/20 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	315 MAPLE STREET FARMERSVILLE, TX 75442				CLOSED

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
19-000220(01) DIXON, K	03/14/2019 00:00	CITY ORDINANCE VIOLATION-SUV PARKED AGAINST THE FLOW OF TRAFFIC	312 ORANGE FARMERSVILLE, TX 75442				CLOSED
19-000220(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR MOVED	312 ORANGE FARMERSVILLE, TX 75442				CLOSED
19-000221(01) DIXON, K	03/14/2019 00:00	CITY ORDINANCE VIOLATION-PILE OF BRUSH AT CURB	215 SUMMIT STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000221(1) DIXON, K	03/25/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSH REMOVED FROM CURB	215 SUMMIT STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000222(01) DIXON, K	03/14/2019 00:00	CITY ORDINANCE VIOLATION-LARGE PILE OF BRUSH AT CURB, NO PROPERTY NUMBER ON HOUSE	316 MAPLE FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000222(1) DIXON, K	03/25/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSH REMOVED, PROP NUMBER NOT ON HOUSE	316 MAPLE FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000223(01) DIXON, K	03/14/2019 00:00	CITY ORDINANCE VIOLATION-BRUSH/LUMBS IN FRONT YARD	410 MAPLE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000223(1) DIXON, K	03/25/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSH/LUMBS REMOVED FROM YARD	410 MAPLE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000224(01) DIXON, K	03/14/2019 00:00	CITY ORDINANCE VIOLATION-TREE DOWN AND FENCE DOWN	312 WILCOXSON FARMERSVILLE, TX 75442				WARNING ISSUED
19-000224(1) DIXON, K	03/19/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	402 S JOHNSON FARMERSVILLE, TX 75442				CLOSED
19-000224(1) DIXON, K	03/23/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR PARKED IN PROPER DIRECTION	402 S JOHNSON FARMERSVILLE, TX 75442				CLOSED
19-000225(01) DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	211 HOUSTON STREET FARMERSVILLE, TX 75442				CLOSED
19-000225(1) DIXON, K	03/12/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK MOVED	211 HOUSTON STREET FARMERSVILLE, TX 75442				CLOSED
19-000225(01) DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CAN AT CURB ON NON PICK UP DAY	309 PROSPECT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000225(1) DIXON, K	03/27/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN REMOVED FROM CURB	309 PROSPECT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000227(01) DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CAN IN STREET ON NON PICK UP DAY	302 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000227(1) DIXON, K	03/27/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN REMOVED FROM STREET	302 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000228(01) DIXON, K	03/15/2019 00:00	CITY ORDINANCE VIOLATION-APPLIANCE AT CURB ON NON PICK UP DAY	308 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000228(1) DIXON, K	03/27/2019 00:00	RECHECK FOR ORDINANCE	308 AUSTIN STREET				NOV ISS - CLOSED

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
19-000270(01) DIXON, K	03/25/2019 00:00	CITY ORDINANCE VIOLATION-COUCH IN DRIVE WAY	203 HAUGHTON FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000271(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-TRASH CAN AT CURB ON NON PICK UP DAY	10 S JOHNSON STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000272(01) DIXON, K	03/27/2019 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH CAN AT CURB ON NON PICK UP DAY	400 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000273(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-RECYCLE CAN OUT ON NON PICK UP DAY	408 MAPLE STREET FARMERSVILLE, TX 75442				CLOSED
19-000274(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-RECYCLE CAN AT CURB ON NON PICK UP DAY	410 MAPLE STREET FARMERSVILLE, TX 75442				CLOSED
19-000275(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	1417 PECAN CREEK STREET FARMERSVILLE, TX 75442				CLOSED
19-000276(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-ILLEGAL HOMELESS PERSON ON LOT	000 ORANGE FARMERSVILLE, TX 75442				CLOSED
19-000277(01) DIXON, K	03/27/2019 00:00	CITY ORDINANCE VIOLATION-SINK HOLE OR OLD WELL ON GROUNDS	502 MCKINNEY STREET FARMERSVILLE, TX 75442				WARNING ISSUED
19-000278(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-PILE OF DEBRIS AND FURNITURE AT CURB	603 WINDOW FARMERSVILLE, TX 75442				WARNING ISSUED
19-000279(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED AGAINST THE FLOW OF TRAFFIC	009 MURCHISON FARMERSVILLE, TX 75442				CLOSED
19-000280(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	516 JACKSON FARMERSVILLE, TX 75442				CLOSED
19-000281(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-USING EXTENSION CORD FOR POWER FROM ANOTHER HOUSE	801 S MAIN FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000283(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-TRASH AT CURB ON NON PICK UP DAY	210 S Hamilton STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
19-000284(01) DIXON, K	03/28/2019 00:00	CITY ORDINANCE VIOLATION-SUV PARKED PARTIALLY ON SIDE WALK AND GRASS (MOVED CAR IMMEDIATELY)	608 MEADOWVIEW Richardson, TX 75081				CLOSED
19-000285(01) DIXON, K	03/29/2019 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	715 PECAN CREEK COURT FARMERSVILLE, TX 75442				CLOSED
19-000290(01) DIXON, K	03/19/2019 00:00	CITY ORDINANCE VIOLATION-COUCH AT CURB, TRASH CAN IN STREET ON NON PICK UP DAY	310 AUSTIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL CITATION	IMPOUND	CC SHELTER	CFS#
11/14/2018	Loose Dog	Farmersville Pkwy	Unable to Locate					
11/16/2018	Loose Dogs	N. Main	Put in Fence	X				
11/18/2018	Barking Dog	315 Summit	House Vacant					
11/19/2018	Abandoned Dogs	315 Summit	CCAS				X	Sent Message to Owner Dog fed by Cole
11/19/2018	Loose Dog	S. Main	Chased Back In Fence					
11/19/2018	Loose Dogs	College	In Fence	X				Left a Card
11/20/2018	Loose Dogs	McKinney	Pound			X		
11/21/2018	Loose Dog	Short	CCAS				X	
11/21/2018	Loose Dogs	Windom	Returnrd to Owner	X				
11/24/2018	Loose Dog	Orange	Unable to Locate					
11/28/2018	Loose Dog	McKinney	Pound					
11/29/2018	Loose Dog	Sycamore	Uable to Locate					
11/30/2018	Pick Up Dog	Pound	CCAS				X	
11/30/2018	Loose Dog	N. Johnson	Unable to Locate					
	Loose Dog	N. Johnson	Unable to Locate					
12/05/2018	Stray Dog	610 Hwy 78	CCAS				X	
12/05/2018	Loose Dog	Square	Unable to Locate					
12/06/2018	Loose Dog	512 Waterford	Put in Fence	X				
12/07/2018	Stray Dog	711 McKinney	CCAS				X	Spoke with owner
12/08/2018	Dog Complaint	1037 Old Josephine	No Problems					
12/11/2018	Loose Dog	Dairy Queen	Unable to Locate					
12/13/2018	Loose Dog	N. Main	CCAS				X	
12/17/2018	Stray Puppy	1006 S. Main	CCAS				X	
12/18/2018	Loose Dog	Maple/Jouette	Unable to Locate					
12/18/2018	Astray Dog	South Parke	CCAS				X	
12/19/2018	Loose livestock	SH 78	CCAS				X	
12/26/2018	Loose Dog	Haughton/Park	Unable to Locate					
12/27/2018	Loose Dog	Murchison	Returned to Owner	X				
01/02/2018	Loose Dog	Jouette	Unable to Locate					
01/04/2018	Loose Dog	Hamilton	Returned to Owner	X				
01/06/2018	Loose Dog	Maple	Returned to Owner	X				
01/07/2018	Abandoned Dogs	710 Walnut	CCAS				X	
01/07/2018	Loose Dogs	207 Bois Darc	Returned to Onwer	X				
01/07/2018	Loose Dog	610 N. Washington	Spoke w/Owner	X				
01/09/2018	Loose Dog	Onion Shed	Unable to Locate					
01/09/2018	Loose Dog	Tatum	Unable to Locate					
01/09/2018	Loose Dog	Houston	Returned to Owner	X				
01/13/2019	Losse Dog	315 Maple	Spoke w/Owner	X				Owner 121 N. Lincoln
01/15/2019	Dead Cat	N. Main	Disposed Of					
01/15/2019	Loose Dog	Splash Pad	Pound			X		

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL CITATION	IMPOUND	CC SHELTER	CFS#
01/15/2019	Loose Cattle	CR 697	Cattle Secured					
01/16/2019	Loose Dog	Short	CCAS				X	
01/17/2019	Loose Bull	CR 697	CCAS				X	
01/17/2019	Loose Dog	McKinney	Put in Fence					
01/18/2019	Loose Dogs	Main/Murchison	Unable to Catch					
01/19/2019	Loose Dog	Jackson	Pound			X		
01/22/2019	Pick Up Dog	Pound	CCAS				X	
01/22/2019	Loose Live Stock	Hwy 78/CR618	Put in Pasture	X				
01/22/2019	Loose Dog	N. Main	Unable to Locate					
01/23/2019	Loose Dog	College	Unable to Locate					
01/23/2019	Loose Dog	Dairy Queen	CCAS				X	
01/23/2019	Loose Cow	CR 613	Secured in Fence					
01/24/2018	Loose Dog	Lee	Unable to Locate					
01/28/2019	Barking Dogs	212 Orange	Spoke w/Owner	X				
01/30/2019	Loose Dogs	407 Beech	Spoke with Owner	X				
01/30/2019	Loose Dog	Pendleton	Unable to Locate					
01/31/2019	Dead Dog	Hwy 380	Disposed Of					
02/01/2019	Loose Dogs	Hills St	Returned to Owner	X				
02/02/2019	Loose Dog	N. Washington	Returned to Owner	X				
02/05/2019	Loose Dog	Dollar General	Unable to locate					
02/05/2018	Loose Dog	Hwy 78/Sycamore	Unable to Locate					
02/06/2019	Loose Dog	N. Main	Loss Track of Dog					
02/07/2019	Loose Dog	Hwy 78	Return to Owner	X				
02/07/2019	Stray Dog	Vet's Office	CCAS				X	
02/07/2019	Loose Livestock	380 CR 547	Unable to Locate					
02/09/2019	Dog Abuse	217 Jouette	Spoke w/Owner	X				
02/11/2019	Animal Complaint	807 N. Main	Unable to Locate					
02/12/2019	Loose Dog	Intermediate School	Taken Home	X				

Dogs Live at 207 Bois D'Arc

Dogs were fine

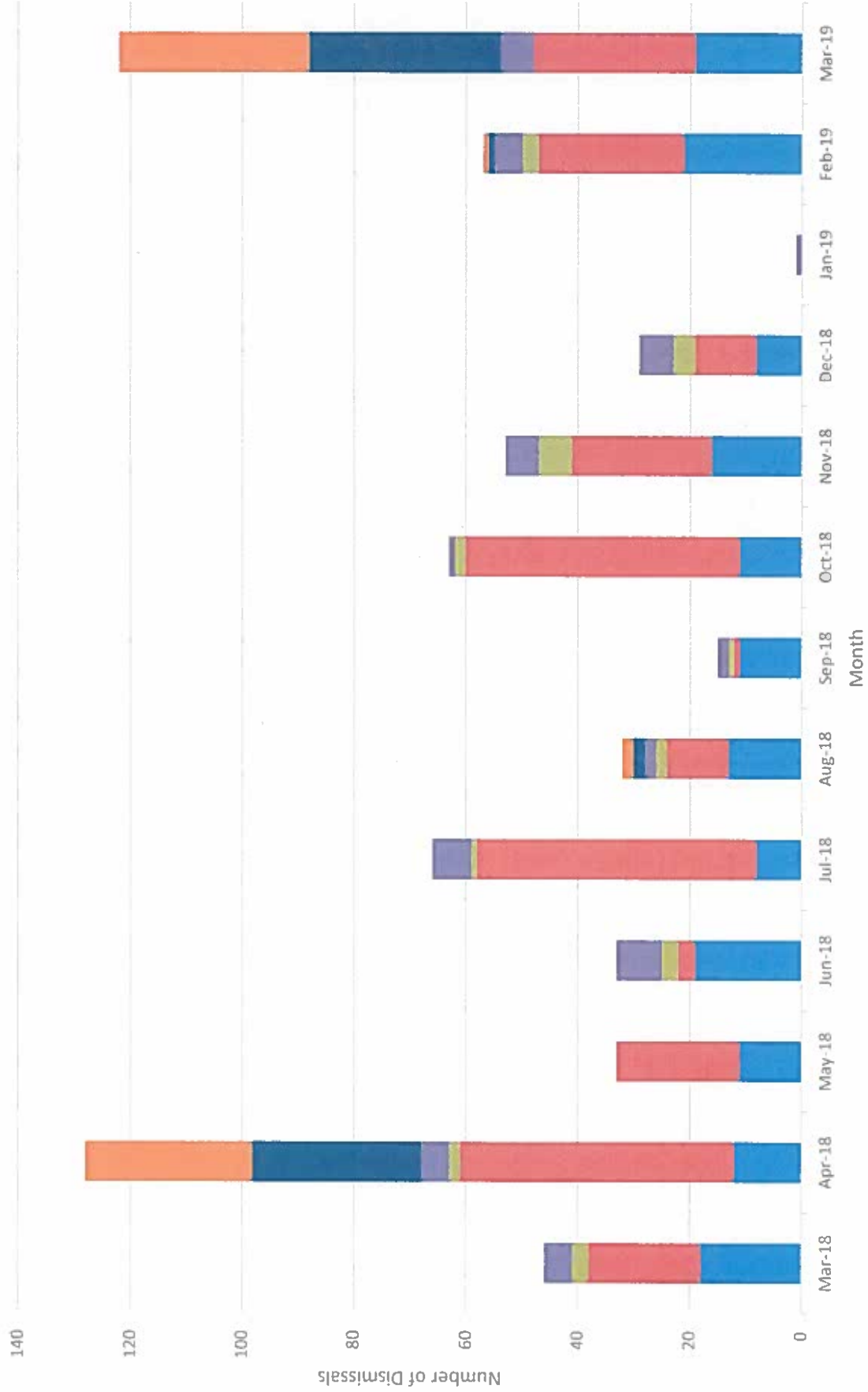
Agenda Section	Consent Agenda
Section Number	III.D
Subject	Municipal Court Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Municipal Court Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

FARMERSVILLE MUNICIPAL COURT

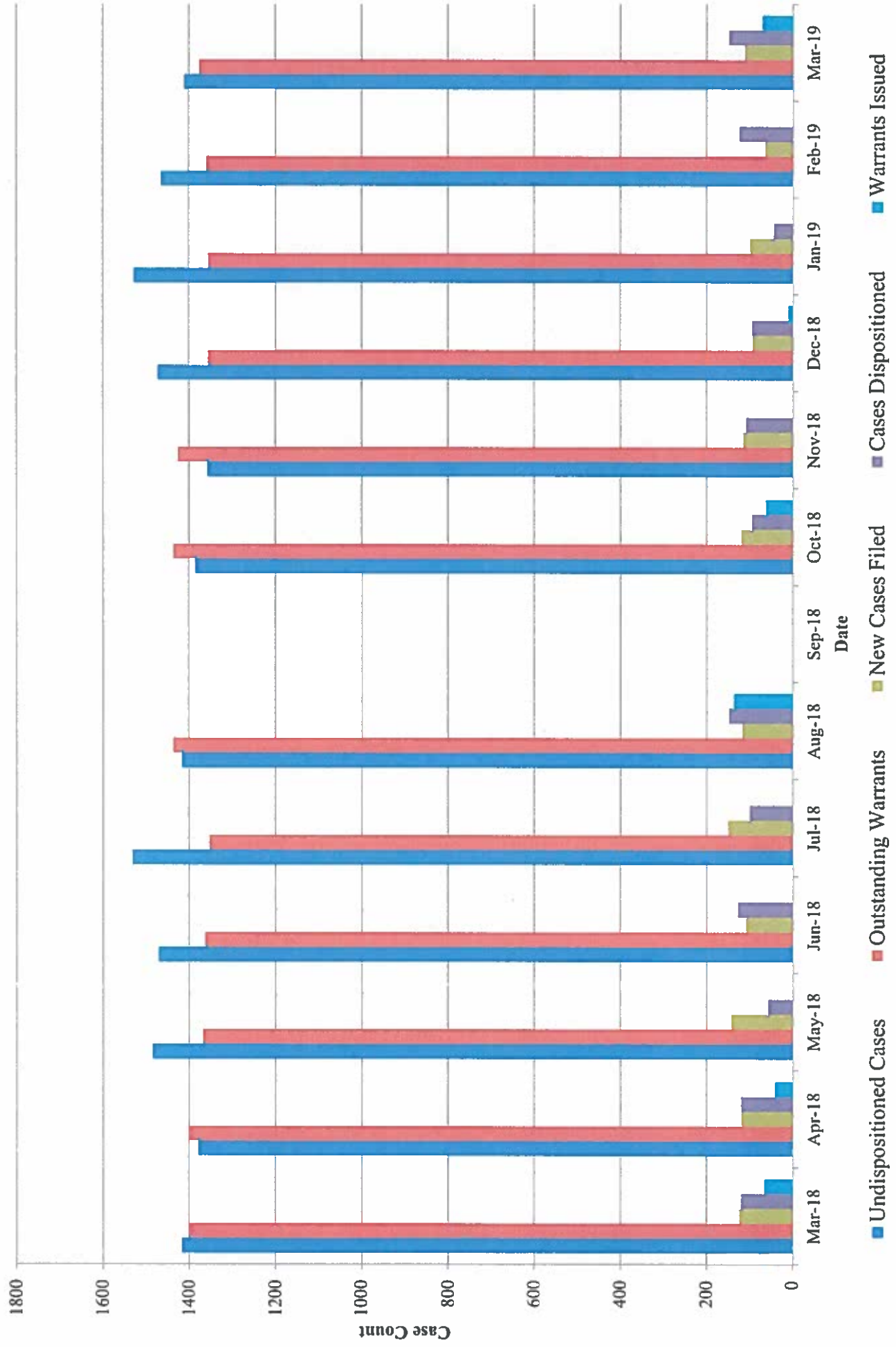
MONTHLY REPORT MARCH 2019

Cases Filed	112
Class C Complaints Received	0
Dispositions Prior to Trial	56
Pre-Trial Hearings Held	16
Non-Jury Trials Held	3
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	19
After Deferred Disposition	29
After Proof of Financial Responsibility	0
Compliance Dismissal	6
Dismissed by Prosecutor	37
Dismissed by Prosecutor (Cause PD)	33
Dismissed by Prosecutor (Cause CE)	3
Number of Disposed Cases	148
Total Revenue	\$16,894.40
Total Kept by City	\$10,854.78
Total Remitted to State	\$6,039.62

Dismissals



Municipal Court Case and Warrant Rate



Agenda Section	Consent Agenda
Section Number	III.E
Subject	Warrant Officer Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Warrant Officer Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

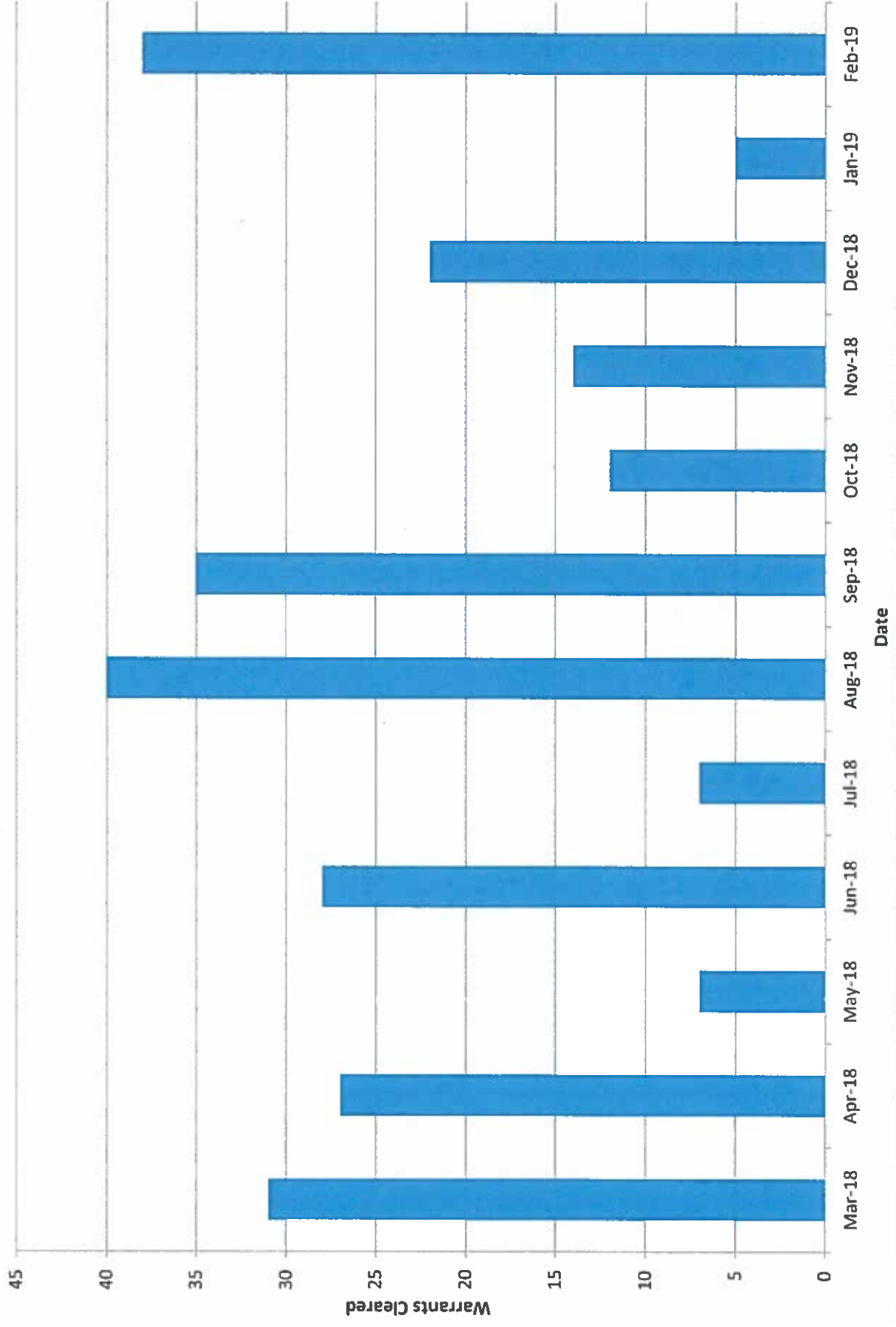


FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT

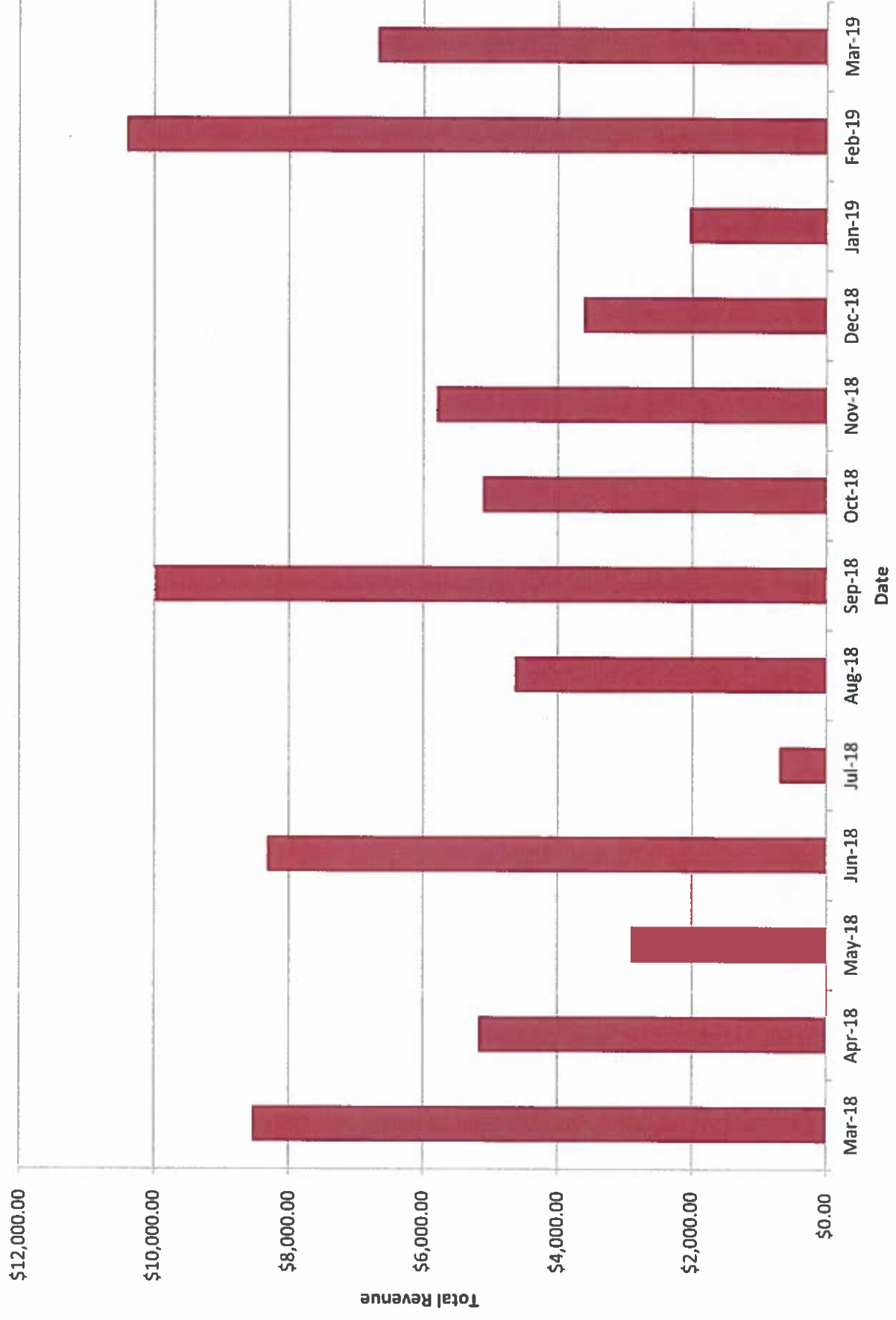
MARCH 2019

Total Outstanding Warrants	1376
Total Due from Outstanding Warrants	\$415,299.95
New Warrants Issued by Court	70
Total Warrants Cleared	53
Warrants Cleared by Arrest	8
Total on Payment Plan	211
Total Warrant Revenue	\$6,684.60
Total Time Served Credit	\$1,862.20
Total Cash Payments/Bonds Applied	\$4,822.40
Service Attempts (Including Served)	15
Process Served	15

Total Warrants Cleared



Total Warrant Revenue



Agenda Section	Consent Agenda
Section Number	III.F
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ <p>No motion, no action</p>



Public Works Monthly Report

Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

1. Navigate to: www.farmersvilletx.com
2. Select <TRANSPARENCY> button on left
3. Select <OPENGOV> button
4. Click
5. Navigate within OpenGOV menu to select the metric of choice

Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2018-2019: 0
 - b. Accidents in Month: None
2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

Street System

1. Currently active projects in priority order
 - a. Audie Murphy Parkway/US 380 LARS planning (phase: concept only, completion percentage: 90%)
 - b. Farmersville Parkway, 4 lane divided (phase: engineering, completion percentage: 4%)
 - c. Main Street area/bad and faded signs (phase: construction, completion percentage: 33%)
 - i. Upcoming sign updates:
 - Washington Street at Candy Street
 - Washington Street at McKinney Street
 - Main Street at Candy Street
 - Main Street at Farmersville Parkway
 - d. Downtown restriping (phase: construction, completion percentage: 10%)
 - i. Completed some restriping on south side: Dr. Gamboa to Jalapenos.
 - ii. Completed south side of median.
 - iii. Completed about 50% of striping at City Hall.
 - e. Hamilton Street reconstruction (phase: engineering, completion percentage: 15%)
 - i. Engineering for storm water still needed.
 - ii. Re-plating documentation concerning Jack Hendricks property is being schedule for May P&Z.

- iii. Continued coordination activity concerning Grupido property.
- f. South Rike Street, railroad tracks to Beech Street. Construction planned to start in May 2019 (phase: preconstruction, completion percentage: 25%)
- 2. Priority backlog items
 - a. Institute railroad silent crossings
 - b. Maintenance resurfacing and panel replacement
 - i. North Washington Street by intermediate school
 - ii. Beene Street

Water System

- 1. Currently active projects in priority order
 - a. Install waterline for Reliable Concrete (phase: preconstruction, completion percentage: 10%)
 - i. Boring contracts are being prepared.
 - ii. \$150K escrow account being established with Reliable.
 - iii. Lien for \$85K established via development agreement.
 - iv. CCN agreement being prepared by city attorney.
- 2. Priority backlog items
 - a. Replace cast iron/galvanized water lines:
 - i. Rike Street between Summit and Hill
 - ii. Rolling Hills subdivision
 - iii. Windom Street from 7th Street alley to Sycamore
 - iv. Hill Street between Orange and Bois D' Arc
 - v. Lee Street
 - b. Chlorine injection system.
 - c. Recoat/rehab north elevated water tank.

Waste Water System

- 1. Currently active projects in priority order
 - a. Reconfiguring of CR 611 lift station and gravity main. Includes sewer line extension in front of Home Grown Plants. (phase: construction, completion percentage: 15%)
 - b. WWTP #1/#2 upgrades (phase: construction, completion percentage: 95%)
 - c. WWTP #3 design (phase: engineering only, completion percentage: 98%)
 - d. WWTP #3 collector line design (phase: engineering only, completion percentage: 30%)
 - e. East side lift station with gravity main and force main (phase: construction, completion percentage: 15%)
 - f. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 7%)
 - g. 10" waste water line pipe bursting project to increase line size east of Collin College manhole on Audie Murphy Parkway (US 380). (phase: engineering, completion percentage: 15%)
 - h. 10" waste water line addition from Palladium Farmersville west to the Audie Murphy Parkway West lift station. (phase: preconstruction, completion percentage: 15%)
 - i. Easements complete.
 - ii. Survey complete.

- i. Floyd Road lift station reconstruction with force main. (phase: engineering, completion percentage: 5%)
- 2. Priority backlog items
 - a. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
 - b. Infiltration project: Point Repair, 1746 Rike Street.
 - c. South side lift station construction
 - d. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

Storm Water System

- 1. No new news.

Property and Buildings

- 1. Currently active projects in priority order
 - a. Made decision internally to move mowing in-house. Details concerning this will be covered on an agenda item on the 23 April Council meeting.
- 2. Priority backlog items
 - a. JW Spain: west parking lot reconstruction
 - b. Downtown: paint gazebo
 - c. Civic Center: flooring replacement
 - d. City Hall: sidewalk replacement where old generator was housed
 - e. Riding Arena: greeting sign with rules
 - f. Downtown: install banner mounts
 - g. Southlake Park: playground equipment repair
 - h. Rambler Park: gazebo relocation

Electrical System

- 1. Currently active projects in priority order
 - a. Substation acquisition (phase: concept, completion percentage: 85%)
 - b. Substation and transmission line improvements (phase: concept only, completion percentage: 35%)
 - c. Collin College line extension (phase: engineering, completion percentage: 15%). Secured FEDC funding.
- 2. Priority backlog projects
 - a. Extension to energy contract.
 - b. Tree Trimming (active intermittently)
 - c. Open wire secondary removal (active intermittently)
 - d. New employees & Journeyman Training (active intermittently)

Refuse System

- 1. Preparing for demolition of substandard structure at the intersection of Locust Street and Walnut Street.

Agenda Section	Consent Agenda
Section Number	III.G
Subject	Library Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Library Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ <p>No motion, no action</p>



Charles J. Rike Memorial Library

203 Orange Street, Farmersville, Texas
www.rikelibrary.com - facebook.com/rikelibrary
972-782-6681

March - 2019

Circulation:	1711
Computer Users:	177
Wi-Fi User Estimate:	39
Visitors:	1218
Inter-library Loan	
Books loaned to other libraries:	0
Books borrowed for our patrons:	2
Patrons Saved \$ *	\$ 24,912.07
New Patrons:	12
Volunteer Hours Donated:	27 hours

Upcoming Events:

- Summer Reading Club starts in June
- Food for Fines: June through August 2019

Agenda Section	Consent Agenda
Section Number	III.H
Subject	City Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	City Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ <p>No motion, no action</p>

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: April 16th, 2019
Subject: March 2019 Budget Report

New Software for Financial Reporting is available for review on the City website.
www.farmersvilletx.com. Press Transparency button ;> Press OpenGov button ;> Press Click here to launch OpenGov.

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 March 6/12 months or 50% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 50% level, and to have 50% 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 60.98% collected and total expenses are 52.41%.

Ad Valorem collections currently received is 107.63%. Delinquent Ad Valorem received is 132.75%.

Permits & Inspections total collected 47.49%

Sales Tax current collection rate of 47.47%.

Municipal Court Revenues current collection rate of 36.65%.

Refuse Fund

Total revenues are 50.37% and total expenses are 51.07%.

Water & Wastewater Fund

Total revenues for the Water Fund are 48.12%. Water expenses in Administration are 73.97%. Water Department overall expenditures are 54.18%

Total revenues for the Wastewater Fund are 41.20% Wastewater expenses are 36.04%.

Electric Fund

Total revenues are 43.54%; the expenses are at 48.57%, includes transfers to general fund.

Cash Summary

The cash summary is attached.

SUMMARY OF CASH BALANCES MARCH 2019

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 167,345.75	
Permit Fund			\$ (55,320.65)	
Refuse Fund			\$ 24,562.98	
Water Fund			\$ (660,862.56)	
Wastewater Fund			\$ 1,018,363.90	
Electric Fund			\$ (513,588.81)	
CC Child Safety	\$ 20,888.33			
2012 Bond	\$ 22,369.80			
Waterwaste Bond Fund	\$ -			
Law Enf Training	\$ 1,874.31			
Disbursement Fund	\$ 2,143.33			
Library Donation Fund	\$ 1,624.05			
Court Tech/Sec	\$ 14,301.23			
Civic Ctr/Library Repair	\$ (26,498.35)			
JW Spain Grant	\$ 47,879.48			
Radio Note	\$ 6,082.79			
Chapparal Grant/Safe Route To School/Sewer/Sidewalk/Rike Street	\$ (84,015.10)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
Interest Earned	\$ 945.46			
TOTAL:	\$ 945.46	\$ 142,305.27	\$ (19,499.39)	\$ 122,805.88

Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 938.03	\$ 450,644.20		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 229.00	\$ 111,816.08		
TOTAL:	\$ 1,167.03	\$ 562,460.28		\$ 562,460.28

Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 228.59	\$ 111,599.76		
Water Dev. Board (Texstar 1110)	\$ 1,870.32	\$ 771,077.33		
2019 C/O Street (Texstar 0190)	\$ 3,571.71	\$ 1,747,688.45		
Summit Property Sewer Escrow (fmb 231)	\$ 29.00	\$ 16,231.83		
Camden Park Escrow Account(Texstar 1130)	\$ 8.08	\$ 6,969.91		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 2,306.65	\$ 1,128,681.31		
TOTAL:	\$ 8,014.35	\$ 3,782,248.59	\$ -	\$ 3,782,248.59

Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 1,778.71	\$ 866,700.00		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 1,151.60	\$ 562,289.29		
Water/WW Fund (Texpool 00017)(Capital)	\$ 1,317.96	\$ 643,517.49		
Elec. Fund (Texpool 0005) (Operating)	\$ 102.63	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 680.41	\$ 332,232.46		
Elec. Surcharge (Texpool 0015)	\$ 256.84	\$ 125,419.58		
Money Market Acct. (FNB 092)	\$ 82.49		\$ 73,832.19	
TOTAL:	\$ 5,370.64	\$ 2,580,158.82	\$ 73,832.19	\$ 2,653,991.01

Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund	\$ 18,100.17			
TOTAL APPROPRIATED SURPLUS	\$ 18,100.17	\$ -	\$ -	\$ 18,100.17
TOTAL CASH & INVESTMENT ACCOUNTS	\$ 7,085,273.13	\$ 54,332.80	\$ -	\$ 7,139,605.93

SUMMARY OF CASH BALANCES MARCH 2019

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account (Independent Bank 7909)	\$	4.16	\$	87,639.26	
FEDC 4A Investment Account (Texpool 0001)	\$	2,456.81	\$	1,199,551.20	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	1,541.10	\$	250,000.00	
TOTAL:	\$	4,002.07	\$	1,537,190.46	\$ - \$ 1,537,190.46

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	5.37	\$	127,244.77	
FCDC 4B Investment Account (Texpool 0001)	\$	695.04	\$	339,366.16	
TOTAL:	\$	700.41	\$	466,610.93	\$ - \$ 466,610.93

TIRZ Account					
County Tax Deposits (FNB 01276)	\$	872.45	\$	664,567.83	
TOTAL:	\$	872.45	\$	664,567.83	\$ - \$ 664,567.83

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, 11-2018

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.

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	3,492,140	(20,023.07)	2,129,641.86	0.00	1,362,498.06	60.98
TOTAL REVENUES	3,492,140	(20,023.07)	2,129,641.86	0.00	1,362,498.06	60.98
EXPENDITURE SUMMARY						
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	1,020.00	0.00	1,020.00	50.00
CONTRACTS & PROF. SVCS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	250	0.00	991.21	0.00	741.21	396.48
MISCELLANEOUS	12,500	0.00	6,483.02	0.00	6,016.98	51.86
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	15,790	170.00	8,494.23	0.00	7,295.77	53.75
12-ADMINISTRATION						
PERSONNEL SERVICES	321,651	17,805.24	123,788.32	0.00	197,862.68	38.49
CONTRACTS & PROF. SVCS	299,000	26,386.58	228,411.87	0.00	70,588.13	76.39
MAINTENANCE	85,716	2,200.10	40,209.03	674.56	44,832.41	47.70
UTILITIES	22,250	1,494.95	11,587.55	0.00	10,662.45	52.08
SUPPLIES	23,000	857.59	8,835.54	1,910.00	12,254.46	46.72
MISCELLANEOUS	62,500	71.15	18,424.18	0.00	44,075.82	29.48
CAPITAL EXPENDITURES	25,000	0.00	14,628.21	0.01	10,371.80	58.51
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	839,117	48,673.31	445,884.70	2,584.55	390,647.75	53.45
14-MUNICIPAL COURT						
PERSONNEL SERVICES	155,247	10,369.51	76,458.69	0.00	78,788.31	49.25
CONTRACTS & PROF. SVCS	26,450	1,250.00	9,886.29	0.00	16,563.71	37.38
MAINTENANCE	12,402	224.74	6,490.86	0.00	5,911.14	52.34
UTILITIES	1,740	82.18	846.83	0.00	893.17	48.67
SUPPLIES	7,500	0.00	1,373.24	0.00	6,126.76	18.31
MISCELLANEOUS	9,000	125.44	5,149.08	0.00	3,850.92	57.21
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	212,339	12,051.87	100,204.99	0.00	112,134.01	47.19
15-LIBRARY						
PERSONNEL SERVICES	96,195	5,997.97	44,403.37	0.00	51,791.63	46.16
CONTRACTS & PROF. SVCS	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE	30,175	598.05	9,721.29	0.00	20,453.71	32.22
UTILITIES	10,000	840.81	5,425.84	0.00	4,574.16	54.26
SUPPLIES	3,650	0.00	744.38	0.00	2,905.62	20.39

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	6,250	0.00	2,991.49	0.00	3,258.51	47.86
CAPITAL EXPENDITURES	15,000	0.00	4,233.68	0.00	10,766.32	28.22
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	161,470	7,436.83	67,520.05	0.00	93,949.95	41.82
16-CIVIC/CENTER						
UTILITIES	15,000	883.84	6,424.65	0.00	8,575.35	42.83
TOTAL 16-CIVIC/CENTER	15,000	883.84	6,424.65	0.00	8,575.35	42.83
21-POLICE DEPT.						
PERSONNEL SERVICES	866,551	57,426.06	415,827.67	0.00	450,723.33	47.99
CONTRACTS & PROF. SVCS	85,504	928.01	42,288.58	0.00	43,215.42	49.46
MISCELLANEOUS	1,000	0.00	187.45	0.00	812.55	18.75
MAINTENANCE	65,822	1,246.47	28,759.48	3,597.40	33,465.12	49.16
UTILITIES	37,500	3,677.40	19,840.42	0.00	17,659.58	52.91
SUPPLIES	51,556	1,734.97	34,453.22	0.00	17,102.78	66.83
MISCELLANEOUS	25,000	0.00	11,086.82	0.00	13,913.18	44.35
CAPITAL EXPENDITURES	0	37,690.24	80,137.71	6,880.00	87,017.71	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,132,933	102,703.15	632,581.35	10,477.40	489,874.25	56.76
22-FIRE DEPT.						
PERSONNEL SERVICES	209,435	12,997.68	92,724.15	0.00	116,710.85	44.27
CONTRACTS & PROF. SVCS	40,560	0.00	15,768.19	0.00	24,791.81	38.88
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	27,175	3,446.00	15,670.58	83.52	11,420.90	57.97
UTILITIES	2,640	151.96	1,233.77	0.00	1,406.23	46.73
SUPPLIES	48,200	879.67	28,301.51	0.00	19,898.49	56.72
MISCELLANEOUS	17,500	0.00	20,291.15	0.00	2,791.15	115.95
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 22-FIRE DEPT.	346,010	17,475.31	173,989.35	83.52	171,937.13	50.31
34-STREET SYSTEM						
PERSONNEL SERVICES	74,411	9,074.06	65,262.10	0.00	9,148.90	87.70
CONTRACTS & PROF. SVCS	8,800	0.00	0.00	0.00	8,800.00	0.00
MISCELLANEOUS	136,900	40.00	42,658.26	0.00	94,241.74	31.16
MAINTENANCE	3,500	0.00	0.00	0.00	3,500.00	0.00
UTILITIES	6,350	384.69	3,141.55	0.00	3,208.45	49.47
SUPPLIES	7,000	0.00	2,157.15	0.00	4,842.85	30.82
MISCELLANEOUS	1,500	0.00	0.00	0.00	1,500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	238,461	9,418.75	113,219.06	0.00	125,241.94	47.48
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	95,695	8,411.25	72,353.32	0.00	23,341.68	75.61
CONTRACTS & PROF. SVCS	18,500	0.00	3,417.13	0.00	15,082.87	18.47
MISCELLANEOUS	36,000	169.20	3,009.13	3,003.00	29,987.87	16.70
MAINTENANCE	6,500	57.00	1,476.50	0.00	5,023.50	22.72
UTILITIES	22,600	1,613.07	10,316.85	0.00	12,283.15	45.65

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	500	0.00	138.70	0.00	361.30	27.74
MISCELLANEOUS	300	0.00	0.00	0.00	300.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	180,095	10,250.52	90,711.63	3,003.00	86,380.37	52.04

39-PARKS

PERSONNEL SERVICES	53,055	1,565.31	21,556.17	0.00	31,498.63	40.63
CONTRACTS & PROF. SVCS	39,440	0.00	15,552.00	0.00	23,888.00	39.43
MISCELLANEOUS	20,000	0.00	4,166.09	0.00	15,833.91	20.83
MAINTENANCE	16,500	1,026.00	6,351.34	0.00	10,148.66	38.49
UTILITIES	74,400	3,004.81	18,249.80	0.00	56,150.20	24.53
SUPPLIES	4,500	0.00	998.96	0.00	3,501.04	22.20
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	208,395	5,596.12	66,874.56	0.00	141,520.44	32.09

71-DEBT SERVICE

DEBT SERVICE	142,530	32,059.33	104,068.49	4,114.00	34,347.51	75.90
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	142,530	32,059.33	104,068.49	4,114.00	34,347.51	75.90

TOTAL EXPENDITURES

	3,492,140	246,719.03	1,809,973.06	20,262.47	1,661,904.47	52.41
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REVENUE OVER/(UNDER) EXPENDITURES (0)(266,742.10) 319,668.80 (20,262.47) (299,406.41) 7,912.50-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

PAGE: 4

100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	838,288	26,128.73	902,275.60	0.00 (	63,987.60)	107.63
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.	37,000	4,735.48	49,118.18	0.00 (	12,118.18)	132.75
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	462,195	33,637.77	219,401.97	0.00	242,793.03	47.47
100.00.5722.000 BEVERAGE TAX	2,600	0.00	1,729.65	0.00	870.35	66.53
100.00.5730.000 FRANCHISE FEES - GARBAGE	32,655	2,716.26	16,307.79	0.00	16,347.21	49.94
100.00.5731.000 FRANCHISE FEES - GAS	28,000	0.00	28,041.30	0.00 (	41.30)	100.15
100.00.5732.000 SKYBEAM	58,320	4,860.00	33,576.66	0.00	24,643.34	57.74
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	5,883.18	0.00	616.82	90.51
100.00.5734.000 FRANCHISE FEES - TELE.	5,500	80.11	1,383.68	0.00	4,116.32	25.16
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	4,894.41	0.00	8,105.59	37.65
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	360,817	3,343.15	171,343.63	0.00	189,473.37	47.49
100.00.5742.000 ALCOHOL BEVERAGE PERMIT	200	0.00	97.50	0.00	102.50	48.75
100.00.5743.000 PLANNING & ZONING FEES	10,000	525.00	38,591.96	0.00 (	28,591.96)	385.92
100.00.5743.000 FEES (ANIMAL REG)	100	0.00	0.00	0.00	100.00	0.00
100.00.5744.000 PENALTIES	150,000	8,726.12	54,979.96	0.00	95,020.04	36.65
100.00.5745.000 CNTY FIRE RUNS	102,432	0.00	49,970.27	0.00	52,461.73	48.78
100.00.5746.000 ONION SHED RENTAL	1,000	0.00	200.00	0.00	800.00	20.00
100.00.5747.000 COUNTY LIBRARY FUND	15,000	7,415.27	7,415.27	0.00	7,584.73	49.44
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
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	10.00)	596.10	0.00 (	596.10)	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	0.00	8,760.33	0.00	7,986.67	52.31
100.00.5759.000 GAMING MACHINE LICENSE	600	0.00	600.00	0.00	0.00	100.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	13,000	2,724.17	15,115.37	0.00 (	2,115.37)	116.27
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	1,000.00	5,000.00	0.00	7,000.00	41.67
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	1,910.61	0.00	5,289.39	26.54
100.00.5769.000 OTHER INCOME	27,956	244.00	6,622.27	0.00	21,333.65	23.69
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	0.00	0.00	0.00	500.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	15,000	0.00	15,375.00	0.00 (	375.00)	102.50
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00
100.00.5791.000 4B SUPPORT REVENUE	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	10,354.92	0.00	10,355.08	50.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,800.00	0.00	1,800.00	50.00
100.00.5794.000 CIVIC RENT	5,500	62.50	2,981.25	0.00	2,518.75	54.20
100.00.5795.000 4B SALARY	76,004	0.00	0.00	0.00	76,004.00	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
100.00.5799.000 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	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,424,286	118,690.49	712,142.94	0.00	712,143.06	50.00
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	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	{	236,927.94}{	236,927.94}	0.00	19,242.06}	92.49
TOTAL 00-REVENUE	3,492,140 {	20,023.07)	2,129,641.86	0.00	1,362,498.06	60.98

TOTAL REVENUE	3,492,140 {	20,023.07)	2,129,641.86	0.00	1,362,498.06	60.98
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CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

PAGE: 1

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,542,546	113,213.74	742,231.18	0.00	800,314.82	48.12
TOTAL REVENUES	1,542,546	113,213.74	742,231.18	0.00	800,314.82	48.12
<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	75,886	9,299.96	65,432.23	0.00	10,453.77	86.22
CONTRACTS & PROF. SVCS	700	57.30	57.30	0.00	642.70	8.19
MAINTENANCE	26,701	1,520.97	17,274.87	0.00	9,426.13	64.70
UTILITIES	5,750	548.20	2,667.34	0.00	3,082.66	46.39
SUPPLIES	1,500	0.00	1,532.33	0.00	32.33	102.16
MISCELLANEOUS	10,500	555.22	2,562.61	0.00	7,937.39	24.41
TOTAL 12-ADMINISTRATION	121,037	11,981.65	89,526.68	0.00	31,510.32	73.97
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	197,166	16,055.69	135,511.44	0.00	61,654.56	68.73
CONTRACTS & PROF. SVCS	109,655	7,030.62	47,958.36	0.00	61,696.64	43.74
MISCELLANEOUS	112,000	60,527.99	109,545.46	15,733.16	13,278.62	111.86
MAINTENANCE	5,500	10.00	2,974.33	0.00	2,525.67	54.08
UTILITIES	29,850	1,937.79	16,330.98	0.00	13,519.02	54.71
SUPPLIES	827,464	68,247.00	345,362.49	0.00	482,101.51	41.74
MISCELLANEOUS	18,000	0.00	11,849.85	0.00	6,150.15	65.83
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.17	60,937.02	0.00	60,936.98	50.00
TOTAL 35-WATER DEPT.	1,421,509	163,965.26	730,469.93	15,733.16	675,305.91	52.49
TOTAL EXPENDITURES	1,542,546	175,946.91	819,996.61	15,733.16	706,816.23	54.18
REVENUE OVER/(UNDER) EXPENDITURES	0	62,733.17	77,765.43	15,733.16	93,498.59	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

700-WATER FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5714.000 CC CONV. FEE	5,500	895.00	4,230.00	0.00	1,270.00	76.91
700.00.5743.000 CONNECT FEE	14,000	1,555.72	7,367.01	0.00	6,632.99	52.62
700.00.5744.000 PENALTIES	153,391	19,202.24	81,529.96	0.00	71,861.04	53.15
700.00.5745.000 AGREEMENTS AND CONTRACTS	134,310	787.00	97,937.88	0.00	36,372.12	72.92
700.00.5746.000 IMPACT FEE	1,221,845	88,524.10	541,629.71	0.00	680,215.29	44.33
700.00.5751.000 CITY WATER SALES	0	0.00	0.00	0.00	0.00	0.00
700.00.5752.000 CHANGE IN UTILITY DEPOSIT	6,000	787.00	1,574.00	0.00	4,426.00	26.23
700.00.5753.000 WATER TAP FEES	7,500	1,462.68	7,962.62	0.00	462.62	106.17
700.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
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	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,542,546	113,213.74	742,231.18	0.00	800,314.82	48.12
TOTAL REVENUE	1,542,546	113,213.74	742,231.18	0.00	800,314.82	48.12

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,822,408	82,352.05	750,845.58	0.00	1,071,562.42	41.20
TOTAL REVENUES	1,822,408	82,352.05	750,845.58	0.00	1,071,562.42	41.20
<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	73,439	1,789.43	12,670.31	0.00	60,768.69	17.25
TOTAL 12-ADMINISTRATION	73,439	1,789.43	12,670.31	0.00	60,768.69	17.25
16-WASTEWATER SYSTEM						
PERSONNEL SERVICES	120,815	14,545.20	54,758.39	0.00	66,056.61	45.32
CONTRACTS & PROF. SVCS	23,400	9,729.55	22,992.26	0.00	407.74	98.26
MISCELLANEOUS	74,000	4,752.42	25,448.43	0.00	48,551.57	34.39
MAINTENANCE	471,655	32,398.00	213,311.00	0.00	258,344.00	45.23
UTILITIES	13,375	1,074.52	9,621.33	0.00	3,753.67	71.94
SUPPLIES	5,500	0.00	2,641.99	0.00	2,858.01	48.04
MISCELLANEOUS	5,000	0.00	0.00	0.00	5,000.00	0.00
DEBT SERVICE	354,444	0.00	34,761.50	0.00	319,682.50	9.81
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	252,780	21,065.00	126,390.00	0.00	126,390.00	50.00
TOTAL 16-WASTEWATER SYSTEM	1,320,969	83,564.69	489,924.90	0.00	831,044.10	37.09
TOTAL EXPENDITURES	1,394,408	85,354.12	502,595.21	0.00	891,812.79	36.04
REVENUE OVER/(UNDER) EXPENDITURES	428,000 (	3,002.07)	248,250.37	0.00	179,749.63	58.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

705--WASTEWATER

OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00--REVENUE						
705.00.5741.000 SEWER SALES	1,012,617	77,069.17	475,295.11	0.00	537,321.89	46.94
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	1,457.92	7,494.46	0.00	7,505.54	49.96
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	427,848	2,507.00	260,708.50	0.00	167,139.50	60.93
705.00.5753.000 SEWER TAP FEE	5,000	0.00	0.00	0.00	5,000.00	0.00
705.00.5762.000 INTEREST EARNED	7,500	1,317.96	7,347.51	0.00	152.49	97.97
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	354,443	0.00	0.00	0.00	354,443.00	0.00
TOTAL 00--REVENUE	1,822,408	82,352.05	750,845.58	0.00	1,071,562.42	41.20
TOTAL REVENUE	1,822,408	82,352.05	750,845.58	0.00	1,071,562.42	41.20

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,894,361	270,882.23	1,695,612.67	0.00	2,198,748.33	43.54
TOTAL REVENUES	3,894,361	270,882.23	1,695,612.67	0.00	2,198,748.33	43.54
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	72,770	5,424.74	33,445.00	0.00	39,325.00	45.96
TOTAL 12-ADMINISTRATION	72,770	5,424.74	33,445.00	0.00	39,325.00	45.96
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	462,141	33,475.88	228,980.17	0.00	233,160.83	49.55
CONTRACTS & PROF. SVCS	89,600	9,818.94	67,482.60	0.00	22,117.40	75.32
MISCELLANEOUS	160,000	10.00	61,576.15	59.41	98,364.44	38.52
MAINTENANCE	21,433	1,349.69	9,215.19	0.00	12,217.81	43.00
UTILITIES	13,750	706.32	5,104.79	0.00	8,645.21	37.13
SUPPLIES	1,829,364	123,446.57	808,688.27	0.00	1,020,675.73	44.21
MISCELLANEOUS	24,868	555.22	6,265.08	0.00	18,602.92	25.19
DEBT SERVICE	131,229	0.00	131,678.50	0.00	449.50	100.34
CAPITAL EXPENDITURES	150,000	16,234.90	45,771.25	23,494.00	80,734.75	46.18
TRANSFERS	939,206	78,267.16	469,602.96	0.00	469,603.04	50.00
TOTAL 37-ELECTRIC DEPT.	3,821,591	263,864.68	1,834,364.96	23,553.41	1,963,672.63	48.62
TOTAL EXPENDITURES	3,894,361	269,289.42	1,867,809.96	23,553.41	2,002,997.63	48.57
REVENUE OVER/(UNDER) EXPENDITURES	0	1,592.81	(172,197.29)	(23,553.41)	195,750.70	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

715-ELECTRIC FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,000	990.00	6,070.00	0.00	930.00	86.71
715.00.5744.000 PENALTIES	50,000	4,629.38	23,498.27	0.00	26,501.73	47.00
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,403,861	254,311.80	1,497,761.27	0.00	1,906,099.73	44.00
715.00.5752.000 CHANGE IN ELECTRIC DEPOS	0	0.00	0.00	0.00	0.00	0.00
715.00.5755.000 SURCHARGE	150,000	9,911.17	63,782.09	0.00	86,217.91	42.52
715.00.5757.000 PCA (POWER COST ADJ)	277,000	0.00	98,802.53	0.00	178,197.47	35.67
715.00.5762.000 INTEREST	6,500	1,039.88	5,698.51	0.00	801.49	87.67
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5770.000 SALES TAX REVENUE	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	3,894,361	270,882.23	1,695,612.67	0.00	2,198,748.33	43.54
TOTAL REVENUE	3,894,361	270,882.23	1,695,612.67	0.00	2,198,748.33	43.54

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

PAGE: 1

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	465,266	39,073.34	234,338.44	0.00	230,927.56	50.37
TOTAL REVENUES	465,266	39,073.34	234,338.44	0.00	230,927.56	50.37
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	352,440	30,174.33	181,079.51	0.00	171,360.49	51.38
MISCELLANEOUS	110,426	9,202.16	55,212.96	0.00	55,213.04	50.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,200.00	0.00	1,200.00	50.00
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
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	465,266	39,576.49	237,492.47	0.00	227,773.53	51.04
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	465,266	39,576.49	237,492.47	0.00	227,773.53	51.04
REVENUE OVER/(UNDER) EXPENDITURES	0 (	503.15) (	3,154.03)	0.00	3,154.03	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2019

720-REFUSE FUND

1/2 OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	1/2 YTD BUDGET
00-REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5743.000 FEES	7,500	586.84	3,188.14	0.00	4,311.86	42.51
720.00.5744.000 PENALTIES	0	0.00	0.00	0.00	0.00	0.00
720.00.5745.000 AGREEMENTS AND CONTRACTS	193,448	16,250.56	97,554.65	0.00	95,893.35	50.43
720.00.5751.000 RESIDENTIAL TRASH COLL	177,851	14,980.72	90,090.63	0.00	87,760.37	50.66
720.00.5752.000 COMMERCIAL TRASH COLLECT	80,227	6,728.05	40,345.85	0.00	39,881.15	50.29
720.00.5755.000 RECYCLE	6,240	527.17	3,159.17	0.00	3,080.83	50.63
720.00.5755.001 RECYCLE FRANCHISE FEE	0	0.00	0.00	0.00	0.00	0.00
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	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	0	0.00	0.00	0.00	0.00	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	465,266	39,073.34	234,338.44	0.00	230,927.56	50.37

TOTAL REVENUE	465,266	39,073.34	234,338.44	0.00	230,927.56	50.37
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Agenda Section	Consent Agenda
Section Number	III.I
Subject	City Manager's Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	City Manager's Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



City Manager Monthly Report

Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

1. Navigate to: www.farmersvilletx.com
2. Select <TRANSPARENCY> button on left
3. Select <OPENGOV> button
4. Click
5. Navigate within OpenGOV menu to select the metric of choice

City Manager General

1. Top priority items:
 - a. Be ready for and promote growth.
 - i. Support Reliable Concrete
 - ii. Audie Murphy Parkway/US 380 planning
 - b. Prepare electrical system for expansion to support Collin College.
 - 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. Preliminary version complete and first pass P&Z review complete. Due for second pass P&Z review. (in-progress)
2. Change
 - a. Master Fee Schedule update. (in-progress)
 - b. Zoning ordinance, accessory building requirements. (in-progress)
 - c. Zoning ordinance, zoning map. (backlog)
 - d. Thoroughfare design manual. (backlog)
 - e. Storm water design manual. (backlog)
 - f. Water and Sewer design manual. (backlog)

Contracts/Agreements

1. OpenGov addendum for Story Boards. (in-progress)
2. Palladium development agreement for a waste water line. (in-progress)
3. Caddo Basin SUD CCN agreement. (in-progress)
4. Review and make changes as necessary to the Riding Club ILA. (in-progress)
5. Review and make changes as necessary to the Peewee Football ILA. (in-progress)
6. Professional services contract with Daniel & Brown Inc. (backlog)

7. Boundary agreements with the Cities of Blue Ridge, Nevada, Josephine, Caddo Mills. (backlog)

Planning

1. Update comprehensive plan. A great deal of emphasis is being placed on reconfiguring the Land Use Map and the Thoroughfare Map. (in-progress)
 - a. Board/Committee review complete: July 2018
 - b. Land Use Map and Thoroughfare Map redevelopment: August 2019
 - c. Interim rewrite: September 2019
 - d. Planning and Zoning review and Public Workshop: November 2019
 - e. City Council review: January 2020
 - f. Public hearing and Council approval: February 2020
2. Continued updates to new Capital Improvement Plan (CIP) system.

Policy/Procedural Changes

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

Customer Service Window

1. Staff is getting ready for new customer service hours: Monday thru Thursday 7:30 to 5:30, Friday 7:30 to 11:30.

Personnel Related Matters

1. Hired new Main Street Manager Dana Mingo. She is a great addition to our staff!!
2. Receiving applications for part-time help at the library.

Budget/Finance

1. Audit report is complete. Continued pulling information for auditors. Report will be presented at the 23 April 2019 council meeting.
2. Attended Central Appraisal District ad valorem tax information meeting.
3. Attended InCode Education Forum.
4. Updating Purchasing Policy. Scheduled for completion in June.

Development Services

1. Reliable Concrete
 - a. Completed development agreement.
 - b. Received application to annex into the City.
 - c. Continued working on Caddo Basin CCN Agreement.
 - d. Continued working on detailed cost estimates for water pipe and related material.
2. Nelson Brothers Concrete
 - a. Completed development agreement.
3. Martin Marietta
 - a. Sent letter to TCEQ requesting a public hearing concerning the air quality permit.
4. Camden Park
 - a. Construction continues.
 - i. Camden
 - Permitted: 29
 - Models: 2
 - Completed: 7

- Sold: 10
- ii. DR Horton
 - Permitted: 91
 - Models: 4
 - Completed: 18
 - Sold: 16
- b. Work concerning Camden Phase III is on hold while problems are being solved regarding internet access to the first two phases. Phase I/II: 142, Phase III: 135.
- 5. Palladium Apartment Development
 - a. Construction continues
 - b. Working on the development agreement for a 10" waste water line to our new lift station on the west side. This waste water line allows us to eliminate the last remaining old style lift station on the west side and opens more development possibilities on the south side of Audie Murphy Parkway west of Palladium Farmersville.
 - c. Continued design work related to the new 10" waste water line.
 - d. Working on easement related to the new 10" waste water line.
- 6. Anytime Fitness
 - a. Submitted site plan for 5,000 square foot fitness facility just south of Camden Park on Harvard Drive.

Information Technology

1. ICS is installed and operational at the PD. This greatly enhances efficiency for officers doing reports among other items.
2. Continued installation of primary data redundant storage equipment (in-progress)
3. Use image based backups to speed recovery. (in- progress)

Special Events/Projects

1. No new news.

IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	<ol style="list-style-type: none"> 1. Minutes 2. Financials 3. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

SPECIAL MEETING MINUTES – January 7, 2019

6:00 P.M. City Council Chambers

PRELIMINARY MATTERS

The Farmersville Community Development Corporation Board met on January 7, 2019 in the City Council Chambers at City Hall. President Mike Goldstein called the meeting to order at 6:00 p.m. and announced that a quorum was present after roll call. The following board members were present: Mike Goldstein, Cynthia Craddock-Clark, Jesse Nelsen, and Tobey Ferguson. Richard Holbrook came into the meeting at 6:09 p.m. Following board members were absent: Sherry McGuire and Alice Bridges. Others recognized were City Staff Liaison Audrey Rubadue and City Manager Ben White.

PUBLIC COMMENT

Chairman Mike Goldstein opened the floor for comments at 6:02p.m.

Donna Williams made comments about three or four items that were placed on the agenda. She is all for the ADA swing set and standard swing set but she would like to see the historic preservation ordinance followed because the use of plastic that was placed in the park isn't historic. When she was president of 4B, 4B took over the billboard to promote the Chaparral Trail when the Main Street board stopped paying for it. She stated it was important for 4B to continue to pay for it so that someone else doesn't pick it up and direct people to Greenville. She commented she wanted to thank everyone who attended the Main Street Manager Program. She explained that not one City Council member showed up nor did they have a City Council liaison at the current meeting. Tobey Ferguson said the proposal for the swing set was for the splash pad area at Rambler Park and at not the City Park downtown.

Chairman Mike Goldstein closed the floor for comments at 6:06p.m.

BUSINESS ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. **Consider, discuss and act concerning refinancing the loan for the park land close to J.W. Spain.**
Mike Goldstein commented that he wanted to roll section A and B together as one item. He then stated he signed a check to the bank for \$34,000.00 in order to pay off half of the loan. He explained the interest rate was 5 ½ % and the loan was to be paid off in May 2022. He stated he would like to see the budget for the next meeting. He also wanted to discuss paying off more of the loan. Tobey Ferguson made a motion to set up auto payments on the land loan. Jesse Nelsen seconded, which passed unanimously.
- B. **Consider, discuss and act concerning setting up auto payments for land purchase.**
Tobey Ferguson made a motion to set auto payment of \$1,666.00 a month. Jesse Nelsen seconded, which passed unanimously.
- C. **Consider, discuss and act concerning setting up a CD or move funds to Texpool (\$250,000.00)**
Mike Goldstein asked how much had to be moved into Texpool. Ben White stated that if there was a large balance Daphne Hamlin liked to move it to Texpool so it would collect interest. The funds would be able to move back and forth when money was needed. Tobey Ferguson asked if the money was coming from 4B reserves. Ben White stated yes. Richard Holbrook asked if they were going to vote on it. Mike Goldstein commented it would be added after the budget and balance had been reviewed at the next meeting.

D. Consider, discuss and act concerning ADA swing set, and other playground equipment for parks in Farmersville.

Ben White discussed the different options the Amenities Board were considering for Rambler Park (splash pad area). Such as having a younger play set and an older play set available for families. He said they have discussed the ADA swing set and a standard style swing set. They wanted to add two grills with additional awnings, concrete sidewalks and move the gazebo to a better location for parents. Also, possibly move lighting around so it can be well lit and adding more lighting in the future. Ben White stated the ADA style swing and standard swing would be \$6,000.00 or \$7,000.00 per swing set and that included labor. Cynthia Craddock-Clark asked if it would be done in phases and was there a date in which it was to be done by. Ben White commented that right now they were just trying to get planning information. He stated it would be two to three months before they receive a final number on the options. Cynthia Craddock-Clark asked if the slide would be coming back. Ben White said the slide was not compliant with regulations. Mike Goldstein asked about the cost benefit ratio compared to how much the ADA swing set would be used. Ben White stated if he went by cost perspective on ADA equipment, based on numbers, he wouldn't do anything. It was about having the option for people who need that type of equipment. Ben White also commented that the parks need more trash cans.

E. Consider, discuss and act on approval for remote units for downtown sound system.

Ben White stated he had spent \$3,000.00 extra on the remote units to allow it to work correctly all the time. He explained they installed repeater systems and two new speaker systems. Ben White stated he would like to have feedback on the volume level and the type of music being played. Tobey Ferguson asked where the music streamed from. Ben White stated from a computer in the Best Center. He said the designer would be coming to do software upgrades on the system on the 16th. Mike Goldstein commented they could be tentatively approve the \$3,000.00 for the upgraded sound system. Mike Goldstein asked if it should be voted on. Ben White said until the budget amendment item was brought forth all he needed was head nods at this time.

F. Consider, discuss and act concerning payment for billboard on 380 for the Main Street Program.

Mike Goldstein commented since there was no budget information attached to the agenda packet the billboard would be added to next month's agenda.

G. Consider, discuss and act concerning year-round building lighting.

Mike Goldstein commented that it made sense to leave the lighting up year-round to avoid having to take them down, the cost to put them up every year and it made it look more festive downtown. Ben White stated he thought it might be better to remove the lights from the canopies of the trees because it was harder to maintain them. Ben White stated all the Christmas decorations would be removed leaving only the wraps on the trees and the buildings.

H. Consider, and discuss and act concerning the City of Farmersville Board and Commission Handbook.

Mike Goldstein commented that he had found the City of Farmersville Board and Commission Handbook revised in January 2008. He stated on page 10 the Farmersville Main Street Board was comprised of five members and all positions appointed by the 4B Board. Subsequently, Ben White came across by-laws that City Council approved in 2013 stating that City Council would be appointing the Main Street Manager / Director which makes it a moot point.

I. Consider, discuss and act on items for payment.

Mike Goldstein stated they needed the budget and balance of accounts before acting on items for payment. For the next meeting, Mike Goldstein stated he would like to discuss paying off the loan for the Spain Complex land purchase. They would also discuss the funding for the Fourth of July fireworks, playground equipment, and discuss further about starting back up the Taste of Farmersville.

REPORTS (No deliberation or Action to be Taken)

A. City Manager Report – Ben White

Mr. White stated that 130 permits had been turned in for Camden Park so far. So Phase I and II was filling up quickly. Palladium Apartments was proceeding forward with 80 apartment units and would be completed by December, unless the rain delay them. Camden Phase III was in the works and he believes it would go forward. He said South Lake was being closed in the evenings due to people driving on the grass, making ruts and dumping trash. The police department would be in charge of closing the park at dusk and public works opening it around 7:00 a.m.

REQUEST TO PLACE ITEMS ON FUTURE AGENDAS

ADJOURMENT

There being no further business, Mike Goldstein adjourned the meeting at 7:00 P.M.

Signatures:


Mike Goldstein, President


Tobey Ferguson, Secretary

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES ~ February 11, 2019

6:07 P.M. City Council Chambers

PRELIMINARY MATTERS

The Farmersville Community Development Corporation Board met on February 11, 2019 in the City Council Chambers at City Hall. Vice President Cynthia Craddock-Clark called the meeting to order at 6:07 p.m. and announced that a quorum was present after roll call. The following board members were present: Cynthia Craddock-Clark, Sherry McGuire, Tobey Ferguson, and Alice Bridges. Following board members were absent: Richard Holbrook, Mike Goldstein, and Jesse Nelsen.

PUBLIC COMMENT

Vice President Cynthia Craddock-Clark opened the floor for comments at 6:09p.m.

No Comments.

Vice President Cynthia Craddock-Clark closed the floor for comments at 6:09p.m.

BUSINESS ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss and act concerning paying off the loan for the park land close to J.W. Spain.** Cynthia Craddock-Clark wanted people to refer to last month's minutes for additional details on this item. Cynthia Craddock-Clark stated it had been discussed setting up an auto payment loan and a motion was made and approved to set up auto payment loan for \$1,660.00. She asked if the monthly payment had already started. Daphne Hamlin confirmed that it had been started last month. Cynthia Craddock-Clark asked if there was anything else that needed to be acted upon. Daphne Hamlin 4B could decide to pay it off the loan or continue with the automatic monthly payments. Daphne Hamlin stated 4B would have approve a budget amendment to pay off the loan was up to them. Sherry McGuire asked where the budget amendment would be coming from. Daphne Hamlin stated from the 4B's reserves. Daphne Hamlin stated the budget is under your financial statements. Daphne Hamlin stated she had transferred \$250,000.00 out of the checking account into Texpool. Daphne Hamlin stated in the 4B Texpool account you had \$87,000.00 in December but it has increased to \$250,000.00 plus the \$87,000.00 in January. Cynthia Clark-Craddock commented that they are deciding whether to continue with auto payments or paying off the loan. Sherry McGuire stated in the November 26th minutes under item A she made a motion to make a one-time payment of \$32,250.00 she said she honestly didn't remember if she said it that way, but her intent was to for the motion to say that we would make a onetime payment this year and then make quarterly payments like we had been making. Then, at this time next year see if we were comfortable in paying it off. Pay off would be in 2020. Sherry McGuire stated if Dr. Goldstein and the committee want to look at going ahead and paying it off this year she would not opposed to that, but we could wait until the end of the physical year and see where we sit financially. Ben White stated 4B could set it up in the budget this coming summer to be an item to take care in the next budget year. Sherry McGuire commented she agreed with Ben White's statement. Tobey Ferguson commented that she agreed due to not having a budget to look at in the past few months. Cynthia Craddock-Clark stated the item should be tables and reviewed it at a later time. Sherry McGuire made the motion to table this item and review it at a later time, Tobey Ferguson seconded the motion, which passed unanimously.

- B. Consider, discuss and act concerning setting up a CD or move funds to Texpool.**
 Ben White stated Daphne Hamlin transferred money into Texpool to make 4B more money. He stated 2 ½ % of whatever the balance is, is not a lot of money but it will make some money. He explained it would benefit 4B to give Daphne Hamlin the authority to move funds when she felt like there was a balance to move. Ben White stated they are safe accounts and it would just be moving an amount from checking to Texpool or from Texpool back to checking depending on the balance. The other option is to move the money when Daphne Hamlin makes the suggestion at a future meeting. Sherry McGuire asked if Daphne Hamlin and Ben White would be comfortable with leaving \$50,000.00 in the checking account. Daphne Hamlin stated yes. Sherry McGuire made a motion to give Daphne Hamlin the authority to transfer funds between the local checking account and the Texpool investment account while maintaining a minimum balance in the checking account of at least \$50,000.00. Tobey Ferguson asked if Daphne Hamlin could pull out funds at any time without penalties. Daphne Hamlin stated yes. Alice Bridges seconded the motion, which passed unanimously.
- C. Consider, discuss and act on approval of additional costs / budget amendment for downtown sound system.**
 Ben White stated at the end of last year's budget there was approximately \$2,000.00 left over to put into a sound system. Ben White stated at that meeting it was discussed about how 4B would feel about spending an additional \$4,000.00. It has taken a little more than that to get everything deployed correctly from the sound system manufacturer. Ben White stated the difference in cost was actually \$5,000.00. Cynthia Craddock-Clark stated asked if they wanted to wait until the next meeting or go ahead and approve it. Ben White commented that he would like it approved. Sherry McGuire stated he was asking for a budget amendment of basically \$7,000.00. Ben White commented it softens the blow since the \$2,000.00 was not spent last year. Sherry McGuire pointed out the expense already took place. Ben White commented yes. Sherry McGuire asked if the \$7,000.00 would be taken out of a line item in the existing budget or the fund balance. Ben White stated out of the fund balance. Sherry McGuire stated the only thing she keeps coming back to is the \$50,000.00 that was set aside for the Parkway. We knew we weren't going to spend that money when we approved the budget in September, with an October 1st start date. The \$32,250.00 payment on the land was made by moving out money from the Parkway line item and moving it into the land purchase line item. She recommended do the same and move \$7,000.00 out of the \$50,000.00 line item. Sherry McGuire made the motion to fund an additional \$7,000.00 for the downtown sound system. Alice Bridges seconded, which passed unanimously
- D. Consider, discuss and act concerning payment for billboard on 380 for Main Street Program.**
 Daphne Hamlin stated the contract for the billboard had expired. The amount for the billboard is \$475.00 a month. It has always been paid month to month with no extra fee. Sherry McGuire asked which line item was it under. Daphne Hamlin stated it was under the Farmersville Billboard Promotion, which shows \$675.00. The additional \$200.00 is paid for Texas Bulletin, and that showed on the invoice. Cynthia Craddock-Clark stated she would entertain a motion to approve the renewal of the contract. Sherry McGuire made the motion approve the renewal of the contract. Tobey Ferguson seconded the motion, and not vote was taken of the entire board.
- E. Consider, discuss and act concerning survey results for speaker system and year-round building lighting.**
 Ben White showed the results from the survey and explained what that entailed with both the speaker system, time, music being played, sound level, and year-round building lighting. He commented on removing the lights from the median to make it easier to prune the trees and make it safer due to cords

running at the base of the light poles. He further explained the lights turn on at dark and off during the day by a photo cell and all the bulbs used are LED.

- F. Consider, discuss and act on concerning funding the Fourth of July Fireworks.**
Ben White stated he checked with Chief Morris and he confirmed the price of the firework display for this upcoming year would be \$6,500.00. Cynthia Craddock-Clark stated that was already in the budget no action would be taken.
- G. Consider, discuss and act on meeting minutes for November 26, 2018 and January 7, 2019.**
Sherry McGuire made the motion to approve the minutes from November 26, 2018 and January 7, 2019. Alice Bridges seconded, which passed unanimously.
- H. Consider, discuss and act on financial statements, for October 2018, November 2018, and December 2018.**
Alice Bridges made the motion to approve the financial statements for October, November, and December. Sherry McGuire seconded, which passed unanimously.
- I. Consider, and discuss and act on items for payment.**
Sherry McGuire asked if 4B was approving the payments in arrears. Daphne Hamlin stated no but Dr. Goldstein had signed a few of the checks previously. Tobey Ferguson asked what \$2,188.88 to the City of Farmersville was used for. Daphne Hamlin stated partial reimbursement on the sound system because it had to be paid up front. Sherry McGuire asked about the payment made to Farmersville Economic Development for \$16,133.36. Daphne Hamlin stated every month the sales taxes are transferred to EDC and CDC and for that month it went to CDC. Sherry McGuire made a motion to approve expenditures for payment. Alice Bridges seconded, which passed unanimously.

REPORTS (No deliberation or Action to be Taken)

- A. City Manager Report – Ben White**
Ben White stated he appreciated 4B approving the \$7,000.00 for the sound system. Appreciated Audrey Rubadue for filling in until a Main Street Manager was hired. She is learning a lot along the way of what to do and not to do. He said the city has a barbecue restaurant interested in opening downtown. Some of the trees downtown died and we do not know why. In a future budget meeting he is going to request lighting being changed out at the gazebo along with some items that need to be fixed on it. He stated we are having issues with the grass dying around the trees in the city park. We received information from the man who takes care of fertilizing the grass and he has recommended pruning the trees to lessen the shade and replacing the grass with a different kind. Ben White stated he would pass that along to the Amenities Board for approval. The City Amenities board is still working on ADA swing set for Rambler Park. He stated kids are really enjoying the new playground equipment at City Park. Camden Park is building and selling homes due a good market. Palladium apartments are moving forward with the 80 units, and they already have slabs in. We have an opportunity to go in with Palladium and have a sewer line built on the south of us Hwy 380 to the new lift station with the gravity line. This will allow us to remove a lift station. The Kingston Apartments are still being considered which would in Camden Park. It would be 370 to 380 units. The Preliminary plat, was approved by the Planning and Zoning commission and it goes before City Council at the upcoming meeting. The Concrete batch plant is still moving forward. Still in negotiation with Collin College over the City supplying the electricity instead of Texas New Mexico and the school paying for line extension. He is going to request that 4A pay for the line extension and the school be responsible for future extensions on the development at least 50 %. TIRZ invested in the road work. Alice Bridges asked about the Ashton land. Ben White stated it is being developed

and has gone through preliminary plat. The streets will meet our requirements like Camden Park has. The development will be behind the LDS Church close to Jouette. He stated he believed it would be 24 to 25 residential lots. Tobey Ferguson asked about the EZ-Mart on 380 opening a restaurant. Ben White commented that he doesn't have knowledge on that. Tobey Ferguson also asked about the white stucco building east of EZ-Mart on US Hwy 380. Ben White stated it was a Mexican restaurant. He also explained Tony's was looking for a new location to open. Tobey Ferguson asked if TX DOT wanted an answer from the City around January or February. Ben White stated TX DOT had asked for a delay on any comment until April. He explained we needed a decision so development could move forward on US Hwy 380. Tobey Ferguson asked if there was a potential ice cream shop coming into downtown. Ben White stated he had heard about it but doesn't have any further information.

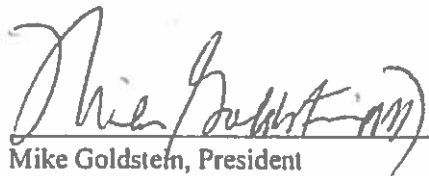
REQUEST TO PLACE ITEMS ON FUTURE AGENDAS

Nothing requested.

ADJOURNMENT

There being no further business, Cynthia Craddock-Clark adjourned the meeting at 7:24 P.M.

Signatures:


Mike Goldstem, President


Tobey Ferguson, Secretary

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES ~ March 11, 2019

6:01 P.M. City Council Chambers

PRELIMINARY MATTERS

The Farmersville Community Development Corporation Board met on March 11, 2019 in the City Council Chambers at City Hall. President Mike Goldstein called the meeting to order at 6:01 p.m. and announced that a quorum was present after roll call. The following board members were present: Mike Goldstein, Richard Holbrook, Jesse Nelsen and Tobey Ferguson. Following board members were absent: Cynthia Craddock-Clark, Sherry McGuire, and Alice Bridges.

PUBLIC COMMENT

President Mike Goldstein opened the floor for comments at 6:01 p.m.

No Comments.

President Mike Goldstein closed the floor for comments at 6:02 p.m.

BUSINESS ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss and act on approval for signing yearly billboard contract for Main Street Program.**

Mike Goldstein asked if the \$450.00 amount paid for the billboard was a yearly cost. Daphne Hamlin stated that was the monthly cost. Ben White commented the yearly amount was \$5,850.00. Tobey Ferguson asked if the price used to be \$400.00. Daphne Hamlin stated yes. Tobey Ferguson commented that it was a \$600.00 increase a year. Tobey Ferguson made a motion to approve the yearly billboard contract for the Main Street Program. Richard Holbrook seconded, which passed unanimously.

- B. Consider, discuss and act on approval for signing yearly contract for music / Mood Mix.**

Mike Goldstein asked how much the monthly payment would be for the Mood Mix. Ben White commented that he spoke with Daphne Hamlin prior to the meeting and they decided needed a budget amendment for the next meeting. Richard Holbrook asked if the monthly charge was \$34.99. Ben White stated yes. This year there would be a onetime charge of \$50.00, so the yearly cost for this year would be \$469.88. The following year would be \$419.88. Mike Goldstein commented he believes the music adds an ambiance to the town. Ben White commented that City Council changed the hours now the music plays Monday thru Saturday from of 9:30 am to 6:30 pm with no music on Sundays. Richard Holbrook asked if they were able to play different music. Ben White stated they could play Country, Rat Pack, 50's, 60's, and 70's. He said they are able to pick any kind of music, make announcements, and change the noise levels of the music easily. Richard Holbrook asked if the equipment was leased or bought. Ben White stated bought. Richard Holbrook asked if the contract was read. Ben White stated he had read most the standard contract. Mike Goldstein stated this would be revisited at the next meeting.

- C. Consider, discuss and act concerning on park equipment for Rambler Park.**

Ben White stated an updated budget had been added to the packets. He explained the budget was separated into three phases. The number one priority of the Amenities Board was the ADA swing set. The second priority was for a regular swing set. He stated it might require the City to remove three trees for the new set up but if that happened the City would replace with new trees. The Amenities Board was wanting to move the gazebo so parents would have better line of sight, add additional

picnic tables, grills, more lighting, and a swing set for older kids. Ben White commented the Amenities Board was hoping for swing set surface tiles. Mirada Lambert from the Amenities Board was really impressed with how well it works for individuals with a wheelchair. Tobey Ferguson asked if the Amenities Board had picked a specific company to use. Ben White stated they had just received prices from several different manufacturers' prices. Mike Goldstein made the suggestion to add that to the budget that is coming up. Ben White asked if they liked the phases. Mike Goldstein said yes but the \$23,000.00 is a lot at one time. Ben White stated he could always break down the price and only spend \$10,000.00 for the ADA swing set and move the gazebo. He explained they wanted phase one to happen together so brothers and sisters could play together and parents could be close by. Tobey Ferguson asked if there was still \$30,000.00 that was set aside for the roads that had not been used. Daphne Hamlin stated yes the balance of \$10,000.00 from Collin College Pkwy. There was \$50,000.00 budgeted and \$34,000.00 was used towards the land purchase. Ben White commented there was still money set aside for a Main Street Manager. Mike Goldstein commented that it made sense to pay off land loan. He said it doesn't make sense to pay 5% interest and only getting 2% in Texpool. Daphne Hamlin stated 4B still had budgeted amount of \$82,000.00 for a Main Street Manager. Mike Goldstein stated he would like to see a budget amendment for paying down the land in this year's budget and paying for phases next budget year. Daphne Hamlin stated she thinks there would be enough funds to do both options. She can come back to the next meeting with a budget plan. Tobey Ferguson stated she would like to put funds towards land and projects that are bringing people to Farmersville. This will help the citizens see that we are trying to enhance the community.

D. Consider, discuss and act on meeting minutes for February 11, 2019.

Richard Holbrook made the motion to approve the minutes from February 11, 2019. Tobey Ferguson seconded, which passed unanimously.

E. Consider, discuss and act on financial statements.

Mike Goldstein stated the financial statements had been reviewed by the 4B Board.

F. Consider, discuss and act on items for payment.

Mike Goldstein commented that he had signed the checks from last month and asked if there was any more items for payment. Daphne Hamlin stated four more checks: Airmetix, Brown Outdoor Advertising, C & S Media, and Texas Bulletins. Mike Goldstein commented he had already signed those checks.

REPORTS (No deliberation or Action to be Taken)

A. City Manager Report – Ben White

Ben White commented that he had two interviews last week and would conduct three interviews this week. He explained two of them are follow-ups from last week. Those two candidates are being interviewed by staff. The third step is to be interviewed by both 4B and 4A. Tobey Ferguson asked about the background of the two candidates. Ben White commented they had strong backgrounds in marketing. Tobey Ferguson asked who makes the final decision. Ben White commented he does. He stated he said he would see how the board and the city staff felt about the candidates. Last time the candidate was interviewed by heads of the boards. Mike Goldstein asked if the vacancy on the Main Street Board had been filled. Ben White stated no. He stated Collin College is going forward. Anytime Fitness is coming to town right behind the Shell station. He explained Palladium was going fast and putting pressure on staff to get the waste water line in. He said Camden was going forward at a tremendous pace. They should be done with permitting by August for the first two phases. They have sold fourteen homes so far and starting on phase three. Reliable Concrete is trying to obtain a performance bond so we can get a water line out to them. The US Hwy 380 by-pass or current alignment pushed back by Tx DOT until May. Lake Haven Mud had a meeting with Collin County

trying to get approved to build thoroughfare in the district. We met with a series developer which if it goes through would help bring in a 500,000.00 gallon a day waste water treatment plant. Then we have to worry about a collection line between both treatment plants which is a 10 to 12 million dollar proposition. If they build the 500,000.00 gallon plant first for their purposes then we would be in a position to utilize and to soften the blow. The three hundred unit apartment complex, Kingston, next to Camden Homes is dead right now. The development behind the LDS Church continues to move forward with 24 to 26 homes close to Jouette Street and Sycamore Street. Tobey Ferguson asked if the City knew how businesses or homes would be affected if the Hwy 380 extension splits the difference of the current alignment north or south. Ben White commented that right now the proposed path just meanders through both sides. Tobey Ferguson asked if Palladium was putting in a big retaining wall next to Brookshire's. Ben White stated yes. Tobey Ferguson asked if he wanted to tell us about Pieville. Ben White commented Pieville purchased the Porter Auto building right next to Main Street Antiques. He said a barbecue restaurant might be coming in behind R.S.V.P. The big changes on McKinney Street in the evening restaurants are really helping fill up downtown. He explained a new coffee place was being considered where the Wag Jack store used to be. Sugar Hill Adventures is still being considered and needs to get approval to be tied in to the trail. Tobey Ferguson asked how many RV spots and cabins being considered. Ben White explained somewhere between 20 and 30 RV spots and some cabins. The whole business was based on whether it tied in to the trail. He indicated he was looking over water figures and for the first time we have seen double digit growth, and could see a 25% growth in water figures which is just amazing.

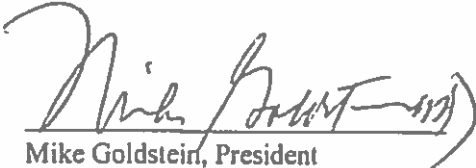
REQUEST TO PLACE ITEMS ON FUTURE AGENDAS

Budget Review
Paying off Rambler Park equipment
Paying off the land purchase
Main Street Manager

ADJOURNMENT

There being no further business, Mike Goldstein adjourned the meeting at 7:09 P.M.

Signatures:


Mike Goldstein, President


Tobey Ferguson, Secretary



FARMERSVILLE COMMUNITY DEVELOPMENT CORP 4B

MARCH 2019

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Community Development Corp 4B
March 2019

Statement Balance 3-01-2019	\$118,473.20
------------------------------------	---------------------

Deposits:	
Sales Tax:	\$16,818.90
New Checking Int. .05%	\$5.37
Wire Fee	\$(10.00)
Auto draft land payment	
Transfer to Texpool	
Checks 2841, 2845-2852	\$(7,242.70)
Balance 3-31-2019	\$128,044.77

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Outstanding checks 2786	\$(800.00)

Balance 4-5-2019	\$127,244.77
-------------------------	---------------------

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2019

	FY2018	October	November	December	January	February	March	April	May	June	July	August	September	Actual	%
Particulars	Budget													YTD	
Revenue:															
Sales Tax Collections	\$731,100	\$17,798	\$20,066	\$16,133	\$15,355	\$23,529	\$16,819							\$109,701	47.47%
Interest Income		\$ 14	\$ 14	\$ 15	\$ 7	\$ 4	\$ 5							\$ 59	
Misc		\$ (10)	\$ (10)	\$ (20)	\$ (10)	\$ (10)	\$ (10)								
Misc. account adj															
New Check Stock															
Reimbursement															
Transfer from TEXPOOL for cash in bank															
Total Revenue	\$ 231,100	\$ 17,802	\$ 20,070	\$ 16,128	\$ (234,848)	\$ 23,523	\$ 16,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Expenses															
Man Street Personnel & Supplies	\$ 82,500													-	
Personnel														-	
Supplies		\$ 571	\$ 118	\$ 273	\$ 548	\$ 886								2,397	100.00%
Reimburse City for accounting	\$ 1,000	\$ 1,000												1,000	100.00%
Chamber of Commerce	\$ 15,000	\$ 15,000												15,000	100.00%
May Taxes	\$ 1,000													-	0.00%
Land Purchase	\$ 52,500		\$ 4,998	\$ 33,934	\$ 1,749	\$ 1,866								42,348	80.53%
North Texas Trail Coalition	\$ 5,000		\$ 5,000											5,000	100.00%
Fire Works	\$ 6,500													-	0.00%
Sound System	\$ 2,000				\$ 2,150		\$ 4,787							6,947	
Farmersville Heritage Museum	\$ 6,000													-	0.00%
Farmersville Collin Parkway	\$ 10,412													-	0.00%
Farmersville Billboard Promotion	\$ 10,000	\$ 675	\$ 675	\$ 200	\$ 1,150	\$ 725	\$ 675							4,100	41.00%
Christmas Lights	\$ 10,000													-	0.00%
Total Expenses	\$ 207,000	\$ 17,246	\$ 10,791	\$ 34,407	\$ 5,587	\$ 3,277	\$ 5,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,791	37.10%
Excess Revenue Over Expenses	24,100	556	9,279	(18,279)	(240,245)	20,246	11,342	-	-	-	-	-	-	(76,791)	

TEXPOOL Balance
Interest Income-TEXPOOL
Total Available Texpool Funds

87,201.80	\$87,359.68	\$87,529.43	\$338,049.46	\$338,671.12	\$339,386.16
\$ 158.49	\$ 157.99	\$ 169.74	\$ 520.02	\$ 621.67	\$ 695.04
87,201.80	87,359.68	87,529.43	338,049.46	338,671.12	339,386.16

Agenda Section	Informational Items
Section Number	IV.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	<ol style="list-style-type: none"> 1. Financials 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



FARMERSVILLE ECONOMIC DEVELOPMENT CORP 4A

MARCH 2019

FINANCIAL BUDGET REPORT

Daphne Hamlin

d.hamlin@farmersvilletx.com

Farmersville Economic Development Corp 4A
March 2019

Statement Balance 3-1-2019	\$103,275.10
Deposits:	
Sales Tax: March	\$16,818.90
Cking Int .05%	\$4.16
CD Interest	\$1,541.10
Transfer to Texpool	
Cleared Checks 1309,1311,1312	\$(33,500.00)
Statement balance 3-31-2019	\$88,139.26
Outstanding Transactions	
Sales Tax	
Transfer to Texpool	
CD Interest	
Oustanding checks 1308	\$(500.00)
Balance 4-12-2019	\$87,639.26

Farmersville Economic Development Corporation
Cumulative Income Statement
For the 12 Months Ended, September 30, 2019

	FY 2019	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance														
Deposits														
Sales Tax Collections	\$225,600.00	\$17,798.01	\$20,066.44	\$16,133.36	\$15,355.25	\$23,529.03	\$16,818.90							\$-
Interest Income cking	\$6,000.00	\$13.32	\$13.58	\$10.27	\$2.11	\$2.94	\$4.16							\$109,700.99
Transfer to Texpool				\$1300,000.00)										\$46.38
Texpool Interest		\$1,615.63	\$1,609.59	\$1,943.81	\$2,419.76	\$2,197.36	\$2,456.81							\$12,242.96
CD Interest Earned		\$123.29	\$127.40	\$123.29			\$1,541.10							\$1,915.08
Total Revenue	\$231,600.00	\$331,761.66	\$348,146.25	\$64,412.17	\$79,743.23	\$103,275.20	\$89,139.36							\$123,905.41
Expenses:														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00													\$-
Dues/School/Travel	\$5,200.00	\$1,262.71												\$1,262.71
Office Supplies	\$200.00	\$61.12		\$26.30										\$87.42
Legal Service	\$2,500.00													\$-
Marketing/promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$11,160.00													\$-
Collin College Sponsorship	\$7,500.00					\$7,500.00								\$7,500.00
Small Business														\$-
Entrepreneurship Conf	\$500.00													\$-
Tex-21	\$2,500.00	\$2,500.00												\$2,500.00
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
Total Expenditures	\$33,080.00	\$3,823.83		\$26.30			\$1,500.00							\$12,850.13
Directive Business Incentives														\$-
Planner Land Use Map	\$38,000.00													\$-
Electrical Substation Loan	\$210,000.00													\$-
Facade Grant Program	\$50,000.00					\$25,000.00								\$25,000.00
Total Development Cost	\$296,000.00	\$-												\$25,000.00
Total Expenditures	\$329,080.00	\$3,823.83	\$-	\$26.30		\$32,500.00	\$1,500.00							\$37,850.13
Revenue vs Expenditures	(\$97,460)													
From Reserves														
Total Expenditures		\$3,823.83	\$-	\$26.30		\$32,500.00	\$1,500.00							\$37,850.13
Ending Bank Balance		\$327,937.83	\$348,146.25	\$64,385.87	\$79,743.23	\$70,775.20	\$87,639.36							
CD Investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00							
Texpool Balance		\$888,923.87	\$890,533.46	\$1,192,477.27	\$1,194,897.03	\$1,197,094.39	\$1,199,551.20							
Total Available Funds		\$1,466,861.70	\$1,480,678.71	\$1,506,863.14	\$1,524,640.26	\$1,517,869.59	\$1,537,190.56							

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	<ol style="list-style-type: none"> 1. Monthly Report 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



MONTHLY ACTIVITY REPORT

For the local program, monthly reports are a way to track and document progress of both the program and the downtown revitalization effort. It is also an effective tool to use for updating the board on the program's overall activities and for communicating your progress to stakeholders, such as City Council and other funding entities. For the state office, monthly reports help us provide more direct and effective services by giving us a way to spot trends, challenges, issues etc. The report should reflect BOTH the work of staff and volunteers. While not all programs use the traditional four-committee structure any longer, the work of all programs should still be able to be reflected in the four-point categories below.

CITY: Farmersville

MONTH/YEAR: March/ 2019

DATE SUBMITTED: 4/10/2019

1. Updates on Projects, Activities for the month.

ORGANIZATION:

Dates	Update on projects or activities
March 2, 2019	The Farmers & Fleas Market Event was cancelled due to inclement weather. We had overcast skies, 60% to 80% rain and temperatures in the forties. Our Standard Operating Procedures for cancellation worked as planned. I contacted all vendors by phone or email and left messages. The city staff updated the webpage. The vendors stated that they are looking forward to the April event. Additionally, due to weather concerns, one of the Farmers & Fleas Market vendors and one of the downtown business owners developed a temporary partnership to sell pies out of her location. Based on feedback, she did well regarding sales! Turned out to be a win-win for both parties.
March 8, 2019	Completed and forwarded the March 2019 Main Street Program Monthly activity report to the City Manager for review. Submitted the report to the Main Street Program office in Austin, Texas.
March 11, 2019	The Main Street Board Meeting was cancelled due to lack of a quorum. Following our Standard Operating Procedures, all board members were contacted via email and the City Secretary was notified regarding the quorum status.
March 20, 2019	Represented the Main Street Board on the Interview Panel for the Main Street Program Manager position.
March 25 thru 29, 2019	Prepared for the April Farmers and Fleas Market Event: Contacted vendors and assigned rental spaces. Checked the Best Center for rest-room supplies and reviewed staff inventory and weather outlook. Our team is ready to go!
March 1 thru 31, 2019	Main Street Board Volunteer Hours: 8 Farmers & Fleas Market Event Volunteer Hours: 10 Audie Murphy Parade Volunteer Hours: 50 Interim Main Street Manager: 30 Total Volunteer Hours: 98

PROMOTION:

Dates	Update on projects or activities
March 12, 2019	The City Council approved the proposal regarding lights on building year-round and music during business hours except on Sundays. The lights and music in the downtown district has greatly improved the downtown atmosphere!
March 13, 2019	The Farmersville Times published an article regarding our 2019 National Accreditation. To achieve accreditation, local programs provide evidence of annual progress under selection criteria including engaged partnerships, staffing, volunteer efforts, preservation ethic, physical improvements in the district and growth in program capacity. The article also noted that the Interim Main Street Manager along with Board Members, City Council Liaison, City Manager, Citizens on Patrol and Farmers and Fleas Volunteers all played a vital role in the success of the Main Street Program. See attached page 4.

DESIGN:

Dates	Update on projects or activities
March 6, 2019	See attached email (Page 5) from Heather S. regarding Restoration on the Square.

ECONOMIC RESTRUCTURING:

Dates	Update on projects or activities
Jan-Present 2019	Camden Homes and DR Express home construction is well under way. Many of the homes have already been sold. Also, the Palladium Apartment has already broken ground. Both additions to the city will bring additional traffic to our downtown area.
Mar 18, 2019	See attached email (Page 6) from Shelly G. regarding property for sale (111 McKinney Street).

2. **Program Commentary** (*list critical issues, problems, and successes/completed projects of the past month*):

ITEM	CATEGORY	SUSPENSE	COMMENTS
Main Street Program Manager	Critical Issue	Apr 2019	Interview Pending
Audio level on recorded Board meetings	Problem	May 2019	Working with IT
Music/Lights downtown	Project	Mar 2019	Approved by Council
Board position responsibilities	Project	Jun-Dec, 2019	Board/Manager's Action
Review/Update Bylaws	Project	Jun-Dec, 2019	Board/Manager's Action
Review/Revise Workplan	Project	Jun-Dec, 2019	Board/Manager's Action
Update Downtown Shopper's Guide	Project	May 2019	Manager's Action
Update Farmers & Fleas Manual	Project	May 2019	Manager's Action
Develop Core Values	Project	Jun-Dec, 2019	Board/Manager's Action
2019 National Accreditation	Success	Mar 2019	Job Well Done!

3. **Outlook. Goals and challenges; plans for upcoming major projects such as public improvements etc.:**

We are looking forward to the position of Main Street Program Manager being filled soon. We had several candidates apply for the position and the interviewing process is complete. Selection pending! Another one of our main goals is to review our workplan and revise as needed.

4. **Suggestions for Texas Main Street Center (list suggestions on services or training topics; new resources; questions):**

Ongoing training: (Volunteer/Team Training, Interpersonal Communication and Conflict Resolution)
The training could be completed on line and a Certificate of Completion issued.

5. **Main Street in the News. We would love to spotlight your upcoming events in our Main Street Matters e-newsletter, please email mainstreet-reports@thc.texas.gov with the information. We ask that you do not send in events that have already taken place, send in future events for as many months as possible.**

Farmers & Fleas Market: First Saturday of each month at the historic Onion Shed. A combination of farmers market and flea market. Staff set-up starts at 6:30am and Vendor set-up starts at 7:00am. Sales hours are 9:00a.m. to 3:00p.m. For information: 972-784-6846 or see Facebook page:
<https://www.facebook.com/Farmersville-Farmers-Fleas-Market>.

Audie Murphy Day Parade: June 2019

Main St. program receives award

By Wyndi Veigel

News Editor

news@farmersvilletimes.com

The Farmersville Main Street Program has once again been recognized by the state for its efforts.

Upon final approval by the National Main Street Center/Main Street America, local programs will be announced as nationally accredited during the Main Street Now conference in Seattle, Wash. during March.

"Since 1981, many Texas communities have participated in the Main Street network and used its preservation-based framework to generate positive economic gains for their local economies and the state," said THC Executive Director Mark Wolfe. "These positive strides happen because of local commitment to prioritize historic downtowns."

Over the past year, the Farmersville Main Street program has dealt with its own share of adversity as long-time Main Street Manager Adah Leah Wolf resigned, followed by the resignation of her replacement, Reagan Rothenberger, eight months after he took the position.

Since his resignation in October 2018, the program has been

See MAIN page 2A

Main Street Program recognized by state

continued from page 1A

managed by volunteers, members of the Main Street Board and city personnel.

Doris Cooks, who is vice president of the Main Street Board and interim Main Street Manager, stated that though she was unsure of what was to come, she interpreted the circumstances to mean that the program should continue or persevere.

"Therefore, I stepped up to the challenge and volunteered to do my best to help preserve what Farmersville started almost 20 years ago. The Main Street Board's major challenge was to promote a positive climate between the downtown business community and the Main Street Program," she said.

According to Cooks, during the interim, she, along with board members, council liaison, city manager, Citizens on Patrol and Farmers and Fleas Volunteers, conducted Main Street 101 training, met all state monthly, quarterly and annual reporting requirements and held four Farmers & Fleas events and interacted with several businesses in the downtown district that resulted in positive changes on both sides.

"This coveted National Accreditation for 2019 is a direct result of commitment and dedicated team work and tells me that we are back on track and inviting all to get on board the Main Street Train," she said.

To achieve accreditation, lo-

cal programs provide evidence of annual progress under selection criteria including engaged partnerships, staffing, volunteer efforts, preservation ethic, physical improvements in the district, and growth in program capacity. The state office also works with programs throughout the year providing services catered to local needs.

Farmersville has been part of the Texas Main Street Program since 2000.

Main Street programs in Texas are staffed, but in many instances rely on community volunteers to carry out the program.

"The annual reporting process recognizes the hard work of local programs, and we commend the dedication of city leaders, program staff, local volunteers, and partners who make it possible," said Debra Drescher, TMSP state coordinator.

The TMSP began in 1981 as one of the first state-coordinating programs in the country. Local Main Street programs focus on responsibly utilizing a community's historic assets for economic benefit and increased quality of life.

During 2018, more than \$180 million was reinvested into Texas' 89 Main Street districts. Additionally, 427 small businesses and 1,480 jobs were created. During 2018, the state network reached an important milestone when \$4 billion in historical reinvestment was reached and surpassed.

From: Shelly G
Date: March 18, 2019 at 8:16:16 AM CDT
To: Doris Cooks <d.cooks@farmersvilletx.com>
Subject: Re: 107 S Main St.

Thank you. On the city website it shows this building as well as 111 McKinney Street as being available for sale. However, when I look on the tax rolls, it looks like the 111 McKinney building just changed hands in December 2018 and the 107 Main St. building may have just been bought/sold in February 2019. Accordingly, I'm trying to confirm if either or both of these buildings are still available for purchase and if so who I need to speak to about them. I appreciate any assistance you can provide.

Sincerely,
Shelly G

Sent from my iPhone

On Mar 18, 2019, at 7:52 AM, Doris Cooks <d.cooks@farmersvilletx.com> wrote:

Good morning. We are so excited that you are interested in investing in our downtown area. I do not own the building but will find info for you. I should have info for you by the end of the day.

Sent from my iPhone

On Mar 17, 2019, at 11:54 AM, Shelly G

Dear Ms. Cooks,

My name is Shelly G. My husband, Joe, and I own a home and land in Farmersville and love the community. We are excited about what you all have done with the downtown area within the last year.

I am writing to get more information on the 107 S Main Street building for sale. Do you own the building? If so, can you send me pictures of the interior and/or set up a time for my husband to come look at it? If not, can you put us in contact with whoever can? Also, are you aware of any tax deferments or investment incentives that may be available for this property?

Thank you,
Shelly G

From: Heather Si

Date: March 6, 2019 at 10:08:34 AM CST

To: "d.cooks@farmersvilletx.com" <d.cooks@farmersvilletx.com>

Subject: Restoration on the Square

Good Morning,

I have a quick question(s) about the many buildings, particularly the movie theatre, on the square in Farmersville that need restoration and repairs. How would one get in the loop to submit bids for these projects? Are the properties individually owned or are they owned by the city as historical markers? My husband and I just purchased a 100 year old home right near the square and have a heart for restoring history in the architecture of our beautiful town! Our company is in commercial and residential construction and restoration. We are part of this community and want to help in any way that we can in the revitalization of our quaint little town square. Using several downtowns as a marker (i.e. McKinney, Frisco, Plano), we have the potential to bring a great amount of financial gain into our community. With the brick lined streets and the home town feel, people will come. We just need to spend the right amount of attention to the preservation of our individuality and small town charm. Please let me know how we can help, even if it is just volunteering to help spruce up around town!

Thank you for your time and consideration.

Have a lovely day,

Heather

Office Manager

Agenda Section	Informational Items
Section Number	IV.E
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2019-0423-001 regarding the proposed change in rates of Oncor Electric Delivery Company LLC.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Ordinance #O-2019-0423-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE # O-2019-0423-001**

AN ORDINANCE DENYING THE PROPOSED CHANGE IN RATES OF ONCOR ELECTRIC DELIVERY COMPANY LLC, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW, AND DECLARING AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That the proposed change in rates filed with the Governing Body of this municipality by Oncor Electric Delivery Company LLC on April 8, 2019, are hereby denied and disapproved, and Oncor Electric Delivery Company LLC shall continue to provide electric delivery service within this municipality in accordance with its rate schedules and service regulations in effect within this municipality on April 8, 2019.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and as required by law, and public notice of the time, place and purpose of said meeting was given as required.

SECTION 3. This Ordinance shall be effective on the date of the passage and approval hereof.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Farmersville, Texas, on this the 23rd day of April, 2019.

APPROVED THIS 23rd DAY OF APRIL, 2019.

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon addendum to OpenGov software.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	Addendum
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Statement of Work

City of Farmersville, TX

OpenGov Story Builder

Created By Liz León
SOW Creation Date 3/8/19

1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for City of Farmersville, TX ("Customer"). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Subscription Agreement (the "Agreement") to which it is attached between Customer and OpenGov.

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Cloud for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of OpenGov's Story Builder solution.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of OpenGov's Story Builder solution.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement OpenGov's Story Builder solution.

2.2. Deliverables

Stories Deployment - Prepaid	
Product Setup	<ul style="list-style-type: none">• 2 Story conceptualizing sessions• 2 Stories
Training	<ul style="list-style-type: none">• Administrator Training• 1 training session for department heads/analysts/leadership
Hours	20

2.3. Assumptions

- If a Prepaid engagement: The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.

3. Schedule

OpenGov will schedule resources for this project upon signature of this SOW. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

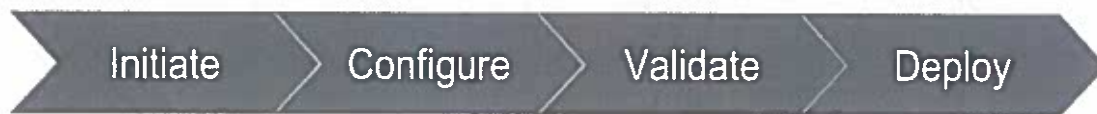
1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov

software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.

8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

4.3. Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Initiate Phase

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Solution Document
- c. **Summary:** The Initiate Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Initiate Phase from the Customer to use for unit testing purposes. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Test Scripts, Test Acceptance
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has completed, the Customer will execute test scripts and validate that data is being represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of test results by the Customer.

4. Deploy Phase

- a. **Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Documentation, Project Acceptance
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process, provide Go Live Support, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate. OpenGov's Standard Professional Services rate for 2019 is \$185/hour.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

1. Appendix 1

Project Change Order

Customer:

Project:

Date

Requested:

Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals	
OpenGov	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Created On: 3/26/2019
Order From Expiration: 4/15/2019
Subscription Start Date: 4/15/2019
Subscription End Date: 6/14/2023

Prepared By: Adam Schnoll
Email:

Customer Information		
Customer:	City of Farmersville, TX	Contact Name: Daphne Hamlin
Bill To/Ship To:	205 S. Main Street	Email: d.hamlin@farmersvilletx.com
	Farmersville, TX	Phone: 972-782-6151
	United States	Billing Contact: Daphne Hamlin
		Email: d.hamlin@farmersvilletx.com
		Phone: 972-782-6151
Order Details		
Billing Frequency:	Annual	Description: See Billing Table Below
Payment Terms:	Net Thirty (30) Days	

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee	Total Price
Story Builder	4/15/2019	6/14/2019	Prorated	\$3,500.00	\$583.33
Story Builder	6/15/2019	6/14/2023	4	\$3,500.00	\$14,000.00
Annual Subscription:					\$3,500.00

Billing Table:

April 15, 2019	\$2,041.67
November 15, 2019	\$2,041.66
June 15, 2020	\$3,500.00
June 15, 2021	\$3,500.00
June 15, 2022	\$3,500.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Subscription Start Date. This Order Form includes and incorporates the OpenGov Software Services Agreement effective June 15, 2018, as amended on June 20, 2018 and the Statement of Work ("SOW") attached and incorporated herein. The Order Form, Software Services Agreement and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Subscription Start Date. In the event that Customer exercises their right to opt out of the Agreement at the end of the first year of the Initial Term, Customer shall not receive any refund for fees paid to OpenGov and all fees due and payable to OpenGov for the services specified in this Order Form shall be promptly paid.

City of Farmersville, TX

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon decision to move mowing from contractor to inside city services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	1. Notice of Intent to Terminate or Not Renew 2. Contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



April 15, 2019

Via Electronic Mail

and U.S. Certified Mail, Return Receipt Requested

McCRARY'S MOW TIME, INC.

Attn: James L. McCrary, President

PO Box 11

Farmersville, TX 75442-1651

mcmowtime@yahoo.com

CMRRR# 7015 1520 0000 1428 1577

Re: Notice of Intent to Terminate or Not Renew Existing Contract for City of
Farmersville Parks, Right-of-Way and Lawn Maintenance Awarded on
May 9, 2017 ("Contract")

Dear Mr. McCrary,

The City hereby provides you with at least thirty (30) days' written notice of its intent to terminate or not renew the Contract identified above in accordance with Paragraph Nos. 4 and 23 of the Contract. The City has decided to perform this function with City staff at this time.

Thank you, on behalf of the City, for your service over the past two years.

Sincerely,

Benjamin L. White, P.E., CPM
City Manager/Public Works Director

cc: Mayor & City Council

CITY OF FARMERSVILLE

CONTRACT FOR CITY OF FARMERSVILLE PARKS, RIGHT-OF-WAY, AND LAWN MAINTENANCE PROPOSAL NO. CSP-2017-0202-001

This Contract is made by the **CITY OF FARMERSVILLE, TEXAS**, a municipal Corporation ("City") and **MCCRARY'S MOW TIME, INC.**, a Texas corporation ("Contractor"). The City and Contractor agree as follows:

1. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide services relative to: mowing and maintaining parks, rights-of-way, and lawns under the ownership and control of the City of Farmersville, Texas (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Request for Competitive Sealed Proposals and Attachments D through G submitted by Contractor in response thereto (collectively "Contract Documents") which Contract Documents are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit "A." Deviations from the scope of work may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of the Contract. All pricing is to remain firm during the contract period. The Contract may be renewed for up to four (4) optional one-year terms if agreeable to both parties unless either party has provided the other party thirty (30) days written notice of intent to terminate or not renew the Agreement. Renewal periods will be subject to the City's availability of funds.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred shall be based on the cost per week and the number of times such work is performed as specified in Exhibit "A" during a given month. In no event shall the cost of such services exceed Seventy-Five Thousand Three Hundred Ninety-Five dollars (\$75,395.00) in any given fiscal year of the City, which fiscal year runs from October 1 through September 30.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit "A." All payments pursuant to this Contract shall

be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit "A." Invoices should be mailed to: Attention: Paula Jackson, 205 South Main Street, Farmersville, Texas 75442, or electronically to p.jackson@farmersvilletx.com
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor, as determined by the City, or which is not submitted in compliance with the terms of this Contract. Unsatisfactory service is that service which fails to meet the requirements of Paragraph No. 18, below, and the scope and quality of services which the Contractor has represented it can and will provide to the City. The amount to be withheld will be calculated based on the work that is determined to be defective or which is not performed in accordance with this Contract and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit "A." Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit "A."
12. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer their interests in the Contract without the advance written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem reasonably necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit any applicable subcontracts, invoices, and other data or information directly related to performance of this Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract if the City Council fails to budget funds for the performance of this Contract, even without prior notice as described in the preceding sentence and Paragraph No. 4, above.

In the event of any termination hereunder, the Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. Contractor further agrees to cooperate and provide any basic

information requested by City in connection with the completion of the Services to the extent that such information is not a trade secret and proprietary in nature to Contractor's business only.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit "A," and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any contractors or subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, agents, contractors or subcontractors a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City Manager by 8 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, agents, contractors or subcontractors.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit "A" attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, the terms and conditions of this Contract shall control and shall be final and binding upon both parties hereto.
23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

Paula Jackson
Assistant to the City Manager
205 South Main Street
Farmersville, Texas 75442
Phone: 972.782.6151
Email: p.jackson@farmersvilletx.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

McCrary's Mow Time, Inc.
PO Box 11
Farmersville, TX 75442-1651
Phone: 972-978-2455
Email: mcmowtime@yahoo.com


Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

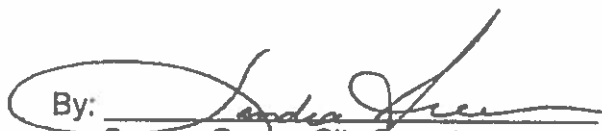
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
26. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the City and Contractor.

CITY OF FARMERSVILLE, TEXAS

By: 
Benjamin L. White, P.E., CPM
City Manager

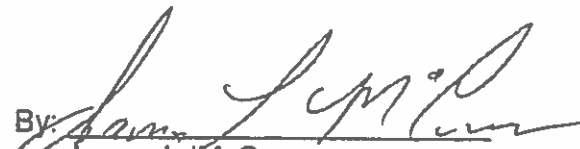
Date: 3-10-17

ATTEST:

By: 
Sandra Green, City Secretary



MCCRARY'S MOW TIME, INC.,
a Texas corporation

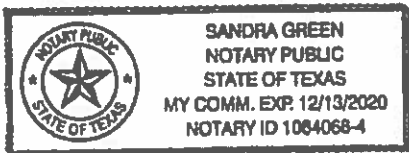
By: 
James L. McCrary
President

Date: 4-20-2017

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Benjamin L. White, City Manager of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN May UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF May, 2017.

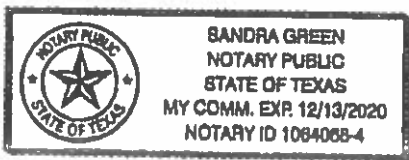


Sandra Green
Notary Public Collin County, Texas
My commission expires 12-13-2020

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 20th day of April, 2017, by James L. McCrary in his capacity as President of **McCrary's Mow Time, Inc.**, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **McCrary's Mow Time, Inc.**

GIVEN April UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF April, 2017.



Sandra Green
Notary Public Collin County, Texas
My commission expires 12-13-2020

EXHIBIT "A"

*Competitive Sealed Proposal of
McCrary's Mow Time, Inc.*

Attachment D Pricing Worksheet

Maintenance Area Name	Base Cost Per Week (USD)	Number of Weeks	Frequency Per Week	Annual Cost (USD)
General Fund, Parks				
Chaparral Trail, City Park to J.W. Spain Athletic Complex	100	34	1	3400
Chaparral Trail, J.W. Spain Athletic Complex to Hunt County Line	300	34	0.5	5100
Southlake Park, Finish Mowing	150	34	0.5	2550
Southlake Park, Tractor Mowing	450	34	0.5	7650
Riding Arena	120	34	0.5	2040
J.W. Spain Athletic Complex	285	34	1	9690
J.W. Spain Athletic Complex Auxiliary Field	300	34	0.5	5100
City Park	75	34	1	2550
Rike Field	50	34	1	1700
Farmersville Parkway/Rambler Park	200	34	1	6800
Subtotal of Parks				46,580
General Fund, Property and Buildings				
Public Safety Building	30	34	1	1020
Overflow Parking Area	45	34	1	1530
Civic Center, Library, Senior Citizens Center	20	34	0.5	680
Best Center	40	34	1	1360
City Hall				4,590
Subtotal of Property and Buildings				
General Fund, Streets				
Railroad Right-of-Way, Tractor Mow Section	130	34	0.5	2210
Railroad Right-of-Way, Rike Field to Summit	100	34	0.5	1700
Audie Murphy Parkway at State Highway 78	200	34	0.5	3400
Audie Murphy Parkway at Main Street	125	34	0.5	2125
Subtotal of Streets				9435
General Fund, Storm Water				
Main Street Ditch	250	34	0.5	4250
Hamilton Ditch	250	34	0.5	4250
Subtotal of Storm Water				8,500
Water Department				

South Water Tower (Live Oak Street)	30	34	0.5	510
North Water Tower (Jackson Street)	30	34	1	1020
East Water Tower (Audie Murphy Parkway)	30	34	1	1020
West Water Tower (Bob Tedford Drive)	40	34	0.5	680
Subtotal of Water Department				3230
Waste Water Department				
Lift Station, Advanced Fixtures	25	34	0.5	425
Lift Station, Grudau	25	34	0.5	425
Lift Station, MC Davis Barn	25	34	0.5	425
Lift Station, Gas Regulator Station	25	34	0.5	425
Lift Station, Floyd Street	25	34	0.5	425
Lift Station, Murphy's Crossing	25	34	0.5	425
Lift Station, County Road 611	25	34	0.5	425
Lift Station, County Road 607	25	34	0.5	425
Subtotal of Waste Water Department				3400
Total of All Areas				75735

In the event that the City of Farmersville should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional services:

Unit Price Finish Mowing: 45 per acre

Unit Price Tractor Mowing: 25 per acre

Attachment E Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT
5	SCAG ZERO TURN 61 INCH MOWERS
4	TORO PUSH MOWERS
6	WEED EATERS
3	BACK PACK BLOWERS
3	HEDGE TRIMMERS
3	EDGER
2	6415 JOHN DEERE CAB TRACTORS
2	JOHN DEERE 15 FT BATTUM MOWERS
3	TRUCKS
2	TRAILERS
1	CAR

If additional space is needed, continue on additional pages and attach to this form

Attachment E Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT
	AGE OF EQUIPMENT
2	SCALPS 1 YEAR OLD
3	SCALPS 2-3 YEARS OLD
2	TORO PUSH MOWERS 2 YEARS
3	WEENEATERS 1 YEAR OLD
3	WEED EATERS 2-3 YEARS OLD
3	EDGERS 1-3 YEARS OLD
2	6415 J.I.D. CAB TRACTORS 7 YEARS
2	J.I.D. 15 ft BAT WALK MOWERS 3 YRS
3	TRUCKS 2008, 2009, 2016
2	TRAILERS 1-3 YEARS
1	CAR 6 YEARS OLD

If additional space is needed, continue on additional pages and attach to this form

Attachment F Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time 5

Number of employees: Part time: - 0 -

Length of time in business: 23 YRS

Physical location of business (full address, including city, state & zip code):

18127 CR 656 FARMERSVILLE TX 75442

VENDOR CONTACTS

The successful vendor must provide, to the Public Works Director or his designee, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Public Works Director or his designee. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Lynn McCRARY

Company Telephone Number (including are code): 972-978-2455

Emergency Telephone Number (including are code): 972-978-2455

SUBCONTRACTOR INFORMATION

Proposer must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the City of Farmersville prior to commencement of work.

Name:

Type of Work:

Amount:

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

References

Please provide at least three (3) references for same or similar services as the City has specified in the proposal, in the spaces provided below.

Company Name	CITY OF FARMERSVILLE
Contact Name	BEN WHITE
Address	205 S MAIN
Phone	972-782-6151
Email	b.white@farmersville.tx.gov
Effective Dates	2011-2015
Description of Services	MOWED CITY OF FARMERSVILLE MOWED THE CODE ENFORCEMENT

Company Name	CITY OF GARLAND
Contact Name	Bobby Jacobs
Address	200 N. FIFTH STREET GARLAND TX 75040
Phone	972-205-3218
Email	b.jacobs@garland.tx.gov
Effective Dates	2008 - PRESENT
Description of Services	MOW CITY OF UTILITIES 2008 - PRESENT MOW GARLAND FIRE DEPT 2010 - PRESENT MOW GARLAND WASTE WATER TREATMENT 2008-2014

Company Name	CITY OF LUCAS
Contact Name	STANTON FOERSTER
Address	665 COUNTRY CLUB ROAD
Phone	972-912-1208
Email	stanton@lucastexas.us
Effective Dates	2015 - PRESENT
Description of Services	MOW CITY OF LUCAS PARKS AND BALL FIELDS

In the 22 years I have mowed:

The City of Farmersville 2011-Present ~~2015~~

The City of McKinney Airport 12 years at 450 Acres

The City of Lucas 2014-Present

The City of Garland 2007-2016 W.W.T.P, Water Department Fire Department

The City of Sachse 2007-2015 City, and Ball parks

The City of Wylie 3 years

The City of Blue Ridge 3 years

Farmersville ISD 4 years

Blue Ridge ISD 6 years

Community ISD 2 years

Blue Bell Inc 15 years

Independent Bank 6 years

Trenton Bank 5 years

Pleasant Grove Cemetery 7 years

Merit Cemetery 7 years

Snow Hill Cemetery 5 years

Sachse Cemetery 10 years

100+ Residential homes

**Certification Form
CSP-2017-0202-001**

City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance

Company Information

The following information must be provided in its entirety for your proposal to be considered:

Company Name: MERCURY'S MOW TIME INC

Principal Place of Business Address: 18127 CR 656

Principal Place of Business City, State, Zip: FARMERSVILLE, TX, 75442

Principal Place of Business Phone Number: 972-784-1520

Principal Place of Business Fax Number: 972-784-1520

Remittance Address (if different from above): P.O. Box 11

Remittance City, State, Zip: FARMERSVILLE TX 75442

Tax Identification No: 752965876

Addendums

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number.

Add. No. 1 in Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the City of Farmersville, Texas, within the time frame indicated in this proposal, constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Lynn M. Crary
Signature

3-2-2017
Date

Lynn M. Crary
Printed Name

OWNER
Title

mc mowtime@yahoo.com
Email Address

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.005(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.005, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Signature of person doing business with the governmental entity

Date

Adopted 02/29/2007



DATE: February 28, 2017
TO: Prospective Bidders
FROM: Ben White, City Manager
SUBJECT: Addendum #1
City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance Competitive Sealed Proposal

BID DATE: Friday, March 3, 2017, 11:00 A.M., at City of Farmersville, 205 S. Main Street, Farmersville, TX 75442

Enclosed please find the following changes/additions/clarifications to the contract documents and specifications for the City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance Proposal.

Changes

1. To Page 6, #35 **INVOICES**: Invoices shall be submitted to: City of Farmersville, Attention Paula Jackson, 205 South Main Street, Farmersville, Texas 75442, or electronically to p.jackson@farmersvilletx.com.
2. To Page 14, Attachment A, Maintenance Areas: General Fund, Streets, a line item for Audie Murphy Parkway at State Highway 78, Finish Mow, Tractor Mow, Grass Trim, Mowing Area (Acres) 7.60, Comments: Finish Mow 20 ft. from curbs, Tractor mow the rest.

Approved by the City of Farmersville on this the 28th day of February 2017.

Ben White, City Manager

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon a Substation Maintenance and Repair Agreement with Garland Power & Light.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	1. Substation Maintenance Agreement (Redline) 2. Substation Maintenance Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

ELECTRIC CUSTOMER OWNED FACILITIES AGREEMENT

This agreement ("Agreement") is made and entered into by and between the City of Garland, Texas ("City"), a home rule municipality with an electric department operating an electric utility system known as Garland Power & Light ("GPL"), and CITY OF FARMERSVILLE, TEXAS, herein referred to as "Customer".

WHEREAS, Customer is the owner of an electric substation facility located in Farmersville, Texas ("Facility"); and

WHEREAS, Customer, from time to time, desires the Facility to be maintained and, when necessary, undergo certain repairs, replacement, or expansion of its existing electric system ("Customer System"); and

WHEREAS, GPL wishes to provide those services to Customer pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, GPL and Customer hereby agree as follows:

1. **Term.** This Agreement shall become effective on the "Effective Date" (as hereinafter provided) and shall continue for three (3) years from the Effective Date, unless terminated sooner in accordance with Section 3 of this Agreement.

2. **Conditions of Service.**

2.1 Substation Services: GPL agrees to perform maintenance for Customer System following a regular schedule as outlined in Appendix A. Customer agrees to pay GPL an annual fee of **\$7,047.50** for this regularly scheduled maintenance during the Term of this Agreement. Appendix A shall be amended by the parties in writing upon changes to Customer System.

2.2 Requested Services and Price. In addition to the regularly scheduled maintenance in Section 2.1, during the Term of this Agreement, Customer may request that GPL provide additional repairs, equipment replacement, or other electrical work to Customer System. If GPL desires to perform the requested work, GPL shall provide Customer with a detailed written description of the work to be performed and an estimate of the cost to perform such work. If Customer desires for GPL to proceed with the work, Customer shall agree, in writing, to the work to be performed by GPL and for payment to GPL for such work at the rate and amount specified in the written description of work and pursuant to the terms, conditions, and obligations of this Agreement. All repairs, equipment replacement, or expansion of Customer System requested by Customer shall be performed and completed by GPL on a cost-plus basis.

2.3 Site. Customer shall grant GPL the right of access in, to, and across the property of Customer for performance of services under this Agreement.

2.4 Payment. Customer agrees to pay GPL for the regularly scheduled maintenance in Section 2.1 within thirty (30) days after the Effective Date for the initial twelve (12) month period. Subsequent payments for the regularly scheduled maintenance shall be due and

payable on the annual anniversary of the Effective Date. For services in Section 2.2, Customer agrees to pay GPL the price listed in each accepted written estimate of costs. GPL shall, at its sole option, bill Customer monthly for such work performed, or upon completion of work requested by Customer. Customer shall pay such invoice within 30 days of receipt from GPL.

3. **Termination.** This Agreement may be terminated in writing by mutual agreement and consent of both Customer and GPL. Additionally, either party may terminate this Agreement for any reason upon notice in writing to the other party providing at least sixty (60) days notice of said party's intent to terminate the Agreement.~~if the other party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of prior written notice from the other party to do so.~~ While unlikely, this Agreement may also be terminated by Customer providing GPL at least thirty (30) days written notice prior to the annual anniversary of the Effective Date in the event that Customer's governing body fails to appropriate money for the continuation of this Agreement. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
4. **Insurance.** For any repairs that will involve on-going access to Customer's property for a period of more than three (3) consecutive days, GPL shall cause its contractors (including their subcontractors and any person or entity engaged by them or by GPL, including their permitted assignees or successors in interest) ("Contractors") to provide insurance as hereafter described with reputable insurance companies duly licensed to do business in the State of Texas: commercial general liability insurance covering bodily injury or death and property damage, automobile liability insurance, and contractual liability insurance, each with a combined single limit in an amount generally commensurate with the degree of risk involved in the construction activities as reasonably determined by GPL; and worker's compensation in an amount with at least statutorily mandated coverage. Such liability insurance shall name Customer as an additional insured as its interests may appear. The worker's compensation coverage shall provide Customer with a waiver of subrogation. If requested by Customer, GPL shall cause Contractors to provide Customer with certificates evidencing such insurance.
5. **Indemnity.** Customer shall, to the extent allowed by Texas law, indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any activity, work or thing done, permitted or suffered by Customer, its employees, agents, independent contractors, invitees, or guests on or within the Facility and the Customer System. To the extent allowed by Texas law, Customer agrees to indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any breach or default in the performance of any obligation under the terms of this Agreement. Such indemnity, to the extent allowed by Texas law, shall include all damages, costs, injuries, claims, attorney's fees, expenses, and liabilities incurred in defending, settling, referring to legal counsel or considering any such claim whether or not a suit or arbitration claim has been initiated. The indemnification set forth in this paragraph shall survive the termination or expiration of this Agreement.
6. **Warranties.** **THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A**

PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS AGREEMENT ARE BEING OFFERED AND SOLD "AS IS" EXCEPT THAT GPL DOES WARRANT THAT ITS SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE IN ACCORDANCE WITH INDUSTRY STANDARDS. CUSTOMER AGREES THAT GPL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS AGREEMENT EVEN IF GPL HAS BEEN ADVISED OF SUCH POSSIBILITY.

"CUSTOMER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER."

7. **Limitation of Liability.** Subject to Customer's obligation to pay GPL the annual fee specified in Section 2.1 for regularly scheduled maintenance, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the services listed in Appendix A shall be limited in aggregate to the \$7,047.50 annual fee paid to GPL for the period in which the liability arose.

Subject to Customer's obligation to pay GPL the price specified in each accepted written estimate, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the requested services contemplated in Section 2.2 shall be limited in aggregate to the price specified in each accepted written estimate.

8. **Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) 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 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.

Address:

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

City of Garland
Garland Power & Light
c/o GPL General Manager/CEO
217 N. Fifth Street

9. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. Notwithstanding the above, Customer may assign this Agreement to an affiliate of Customer. As used herein, "affiliate" shall mean any entity controlling, controlled by, or under common control with Customer or that acquires all or substantially all of the assets of Customer or with whom Customer merges or consolidates.
10. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable. Provided, however, that if the illegality, invalidity or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either GPL or Customer may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with an Agreement as similar to the terms and conditions of this Agreement as legally permissible.
11. **Waiver.** Either GPL or Customer shall have the right to waive its right to performance of the other party's obligation under this Agreement, but such waiver shall be effective only if stated in writing and executed by the waiving party. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
12. **Governing Law: Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.
13. **Paragraph Headings:** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
14. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
15. **Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all shall constitute but one and the same instrument.

17. Entire Agreement. It is understood and agreed that this Agreement contains the entire Agreement between the parties and supersedes any and all prior Agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and any written modification of this Agreement shall be effective only if executed by both parties. The recitals contained at the beginning of this Agreement are incorporated into the term and provisions of this Agreement.

18. Relationship of Parties. The parties acknowledge and agree that the services performed by GPL, its employees, agents or sub-contractors shall be as an independent contractor and that nothing contained in this Agreement shall be deemed or construed by the parties hereto to create the relationship of principal and agent or of partnership or of joint venture between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

EXECUTED on the dates indicated below, but deemed to be effective as agreed to by both parties on _____(the "Effective Date").

**CITY OF GARLAND
GARLAND POWER & LIGHT:**

CITY OF FARMERSVILLE, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ELECTRIC CUSTOMER OWNED FACILITIES AGREEMENT

This agreement ("Agreement") is made and entered into by and between the City of Garland, Texas ("City"), a home rule municipality with an electric department operating an electric utility system known as Garland Power & Light ("GPL"), and **CITY OF FARMERSVILLE, TEXAS**, herein referred to as "Customer".

WHEREAS, Customer is the owner of an electric substation located in **Farmersville, Texas** ("Facility"); and

WHEREAS, Customer, from time to time, desires the Facility to be maintained and, when necessary, undergo certain repairs, replacement, or expansion of its existing electric system ("Customer System"); and

WHEREAS, GPL wishes to provide those services to Customer pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, GPL and Customer hereby agree as follows:

1. **Term**. This Agreement shall become effective on the "Effective Date" (as hereinafter provided) and shall continue for three (3) years from the Effective Date, unless terminated sooner in accordance with Section 3 of this Agreement.

2. **Conditions of Service**.

2.1 Substation Services: GPL agrees to perform maintenance for Customer System following a regular schedule as outlined in Appendix A. Customer agrees to pay GPL an annual fee of **\$7,047.50** for this regularly scheduled maintenance during the Term of this Agreement. Appendix A shall be amended by the parties in writing upon changes to Customer System.

2.2 Requested Services and Price. In addition to the regularly scheduled maintenance in Section 2.1, during the Term of this Agreement, Customer may request that GPL provide additional repairs, equipment replacement, or other electrical work to Customer System. If GPL desires to perform the requested work, GPL shall provide Customer with a detailed written description of the work to be performed and an estimate of the cost to perform such work. If Customer desires for GPL to proceed with the work, Customer shall agree, in writing, to the work to be performed by GPL and for payment to GPL for such work at the rate and amount specified in the written description of work and pursuant to the terms, conditions, and obligations of this Agreement. All repairs, equipment replacement, or expansion of Customer System requested by Customer shall be performed and completed by GPL on a cost-plus basis.

2.3 Site. Customer shall grant GPL the right of access in, to, and across the property of Customer for performance of services under this Agreement.

2.4 Payment. Customer agrees to pay GPL for the regularly scheduled maintenance in Section 2.1 within thirty (30) days after the Effective Date for the initial twelve (12) month period. Subsequent payments for the regularly scheduled maintenance shall be due and

payable on the annual anniversary of the Effective Date. For services in Section 2.2, Customer agrees to pay GPL the price listed in each accepted written estimate of costs. GPL shall, at its sole option, bill Customer monthly for such work performed, or upon completion of work requested by Customer. Customer shall pay such invoice within 30 days of receipt from GPL.

3. **Termination.** This Agreement may be terminated in writing by mutual agreement and consent of both Customer and GPL. Additionally, either party may terminate this Agreement for any reason upon notice in writing to the other party providing at least sixty (60) days notice of said party's intent to terminate the Agreement. While unlikely, this Agreement may also be terminated by Customer providing GPL at least thirty (30) days written notice prior to the annual anniversary of the Effective Date in the event that Customer's governing body fails to appropriate money for the continuation of this Agreement. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
4. **Insurance.** For any repairs that will involve on-going access to Customer's property for a period of more than three (3) consecutive days, GPL shall cause its contractors (including their subcontractors and any person or entity engaged by them or by GPL, including their permitted assignees or successors in interest) ("Contractors") to provide insurance as hereafter described with reputable insurance companies duly licensed to do business in the State of Texas: commercial general liability insurance covering bodily injury or death and property damage, automobile liability insurance, and contractual liability insurance, each with a combined single limit in an amount generally commensurate with the degree of risk involved in the construction activities as reasonably determined by GPL; and worker's compensation in an amount with at least statutorily mandated coverage. Such liability insurance shall name Customer as an additional insured as its interests may appear. The worker's compensation coverage shall provide Customer with a waiver of subrogation. If requested by Customer, GPL shall cause Contractors to provide Customer with certificates evidencing such insurance.
5. **Indemnity.** Customer shall, to the extent allowed by Texas law, indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any activity, work or thing done, permitted or suffered by Customer, its employees, agents, independent contractors, invitees, or guests on or within the Facility and the Customer System. To the extent allowed by Texas law, Customer agrees to indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any breach or default in the performance of any obligation under the terms of this Agreement. Such indemnity, to the extent allowed by Texas law, shall include all damages, costs, injuries, claims, attorney's fees, expenses, and liabilities incurred in defending, settling, referring to legal counsel or considering any such claim whether or not a suit or arbitration claim has been initiated. The indemnification set forth in this paragraph shall survive the termination or expiration of this Agreement.
6. **Warranties.** THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS AGREEMENT ARE BEING OFFERED AND SOLD "AS IS" EXCEPT THAT GPL

DOES WARRANT THAT ITS SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE IN ACCORDANCE WITH INDUSTRY STANDARDS. CUSTOMER AGREES THAT GPL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS AGREEMENT EVEN IF GPL HAS BEEN ADVISED OF SUCH POSSIBILITY.

"CUSTOMER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER."

7. **Limitation of Liability.** Subject to Customer's obligation to pay GPL the annual fee specified in Section 2.1 for regularly scheduled maintenance, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the services listed in Appendix A shall be limited in aggregate to the \$7,047.50 annual fee paid to GPL for the period in which the liability arose.

Subject to Customer's obligation to pay GPL the price specified in each accepted written estimate, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the requested services contemplated in Section 2.2 shall be limited in aggregate to the price specified in each accepted written estimate.

8. **Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) 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 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.

Address:

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

City of Garland
Garland Power & Light
c/o GPL General Manager/CEO
217 N. Fifth Street
Garland, TX 75040

9. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. Notwithstanding the above, Customer may assign this Agreement to an affiliate of Customer. As used herein, "affiliate" shall mean any entity controlling, controlled by, or under common control with Customer or that acquires all or substantially all of the assets of Customer or with whom Customer merges or consolidates.
10. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable. Provided, however, that if the illegality, invalidity or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either GPL or Customer may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with an Agreement as similar to the terms and conditions of this Agreement as legally permissible.
11. **Waiver.** Either GPL or Customer shall have the right to waive its right to performance of the other party's obligation under this Agreement, but such waiver shall be effective only if stated in writing and executed by the waiving party. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
12. **Governing Law: Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.
13. **Paragraph Headings:** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
14. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
15. **Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all shall constitute but one and the same instrument.

17. Entire Agreement. It is understood and agreed that this Agreement contains the entire Agreement between the parties and supersedes any and all prior Agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and any written modification of this Agreement shall be effective only if executed by both parties. The recitals contained at the beginning of this Agreement are incorporated into the term and provisions of this Agreement.

18. Relationship of Parties. The parties acknowledge and agree that the services performed by GPL, its employees, agents or sub-contractors shall be as an independent contractor and that nothing contained in this Agreement shall be deemed or construed by the parties hereto to create the relationship of principal and agent or of partnership or of joint venture between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

EXECUTED on the dates indicated below, but deemed to be effective as agreed to by both parties on _____ (the "Effective Date").

**CITY OF GARLAND
GARLAND POWER & LIGHT:**

CITY OF FARMERSVILLE, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Update on Camden Park and consider, discuss and act regarding possible issues.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 23, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

VII. EXECUTIVE SESSION

VIII. RECONVENE FROM EXECUTIVE SESSION

IX. Requests to be Placed on Future Agendas

X. Adjournment