



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
July 9, 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.
  - The Summer Reading Club starts Wednesday, July 10<sup>th</sup> at 2:00 p.m. in the Civic Center and will continue every Wednesday until August 7<sup>th</sup>.
  - The City-wide cleanup day will be Saturday, July 20<sup>th</sup>.

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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

**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. 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

**V. REGULAR AGENDA**

- A. Consider, discuss and act upon appointing new members to the Main Street Board.
- B. Consider, discuss and act upon a commercial energy contract with Collin College.
- C. Update regarding boundary agreements.
- D. Update on the Thoroughfare Plan.
- E. Update on the accessory structure ordinance change.

**VI. BUDGET WORKSHOP**

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

**VIII. ADJOURNMENT**

Dated this the 2<sup>nd</sup> day of July, 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 July 2, 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**

# July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Amenities Board Meeting 4:15 pm (Moved due to Holiday)	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 Summer Reading Club 2:00 pm	11	12	13
14	15 P&Z Meeting 6:30 pm	16	17 Summer Reading Club 2:00 pm	18 FEDC (4A) Meeting 6:30 pm	19	20 City-wide clean-up day
21	22	23 City Council Meeting 6:00 pm	24 Summer Reading Club 2:00 pm	25	26	27
28	29	30 Municipal Court 9:00 a.m.	31 Summer Reading Club 2:00 pm			

# August 2019

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

# 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					

# October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Farmers & Fleas 9:00 am Old Time Saturday
6	7	8 City Council Meeting 6:00 pm	9	10	11	12
13	14 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	15	16	17 FEDC (4A) Meeting 6:30 pm	18	19
20	21 P&Z Meeting 6:30 pm	22 Municipal Court 9:00 a.m. City Council Meeting 6:00 pm	23	24	25	26 Trick It Up Bike Ride Scare on the Square
27	28	29	30	31		



# November 2019

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

## **II. Public Comment**

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker 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	July 9, 2019
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## **FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES**

**For  
June 25, 2019, 6:00 P.M.**

### **I. PRELIMINARY MATTERS**

- Mayor Pro-Tem Mike Hurst called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Jim Hemby, Dwain Mathers and Donny Mason were all present. Mayor Rice was absent. City staff members Ben White, Sandra Green, Daphne Hamlin, Rick Ranspot, Michael Sullivan, Kevin Lisman and City Attorney Michael Martin were also present.
- Prayer was led by Rick Ranspot, Farmersville's Warrant Office, followed by the pledges to the United States and Texas flags.
  - Calendar of upcoming holidays and meetings.
  - Budget calendar for upcoming budget dates.
  - City offices will be closed on Thursday, July 4<sup>th</sup> for Independence Day.
  - Sparks of Freedom will be on Thursday, July 4<sup>th</sup>.
  - Farmers & Fleas will be Saturday, July 6<sup>th</sup> at the Onion Shed.
  - There will be a city-wide cleanup day on Saturday, July 20<sup>th</sup>.

### **II. PUBLIC COMMENT**

- No one came forward.

### **III. CONSENT AGENDA**

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#### **A. City Council Minutes**

B. City Financial Report

- Craig Overstreet pulled the City Financial Report.
  - Motion to approve the City Council Minutes made by Jim Hemby
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor
- Craig Overstreet asked a question on the City Financial Report regarding the year to date budget and he wanted Daphne Hamlin to start showing comparative data from month to month.
- Daphne Hamlin stated she could add that to OpenGov.
  - Motion to approve the City Financial Report made by Craig Overstreet
  - 2<sup>nd</sup> to approve was Donny Mason
  - 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
- B. Farmersville Community Development Board (Type B)
  - 1. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)

1. Financials
  2. Possible Council Liaison Report
- D. Main Street Board
1. Possible Council Liaison Report
- E. Planning & Zoning Commission
1. Minutes
  2. Possible Council Liaison Report
- F. Texoma Housing Authority
1. Agenda
    - Motion to approve reports made by Donny Mason
    - 2<sup>nd</sup> to approve was Jim Hemby
    - All council members voted in favor

## V. READING OF ORDINANCES

- A. Consider, discuss and act upon the second reading of Ordinance #O-2019-0611-001 regarding the annexation of approximately 5.050 acres of land located on the northwest corner of U.S. Highway 380 and County road 699 in Collin County, Texas.

- Mr. Hurst read the caption of the Ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ANNEXING ADJACENT AND CONTIGUOUS TERRITORY, AS HEREINAFTER DESCRIBED AND COMPRISING 5.050 ACRES, MORE OR LESS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREAFTER ADOPTED; ADOPTING A SERVICE PLAN; FURTHER PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE CITY AS HERETOFORE ADOPTED; PROVIDING THAT THE CITY MANAGER UNDERTAKE CERTAIN ACTIONS RELATIVE TO SAID ANNEXATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.**

- Motion to approve the 2<sup>nd</sup> reading made by Craig Overstreet
- 2<sup>nd</sup> to approve was Jim Hemby
- All council members voted in favor



## VI. REGULAR AGENDA

- A. Consider, discuss and act upon a donation from the Rotary Club to the Senior Citizens Center.
- Motion to accept donation with gratitude made by Craig Overstreet
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor
- B. Consider, discuss and act upon the Caddo Basin SUD Agreement.
- Ben White addressed Council and pointed out the maps at the back of the agreement and stated the city would now include those areas in the service area. Caddo Basin is allowing the city to serve and take over the pipes in the Rolling Hills Addition. He did ask Caddo Basin if they have done a lot of maintenance in that area and they have not.
  - Craig Overstreet asked if the whole area would be in our CCN.
  - Ben White stated that AFI and Consolidated, which used to be Gerdau, is on the city's line, but anything else other than what was included in the CCN Agreement would not be included right now.
  - Craig Overstreet asked what the payback would be on the concrete plants.
  - Ben White went to Charley's Concrete in Princeton and he stated that \$400,000.00 a year was coming back to the city in general. He stated his numbers were very conservative.
  - Mike Hurst asked if it was prudent for the city to speak with Caddo Basin to get another agreement regarding the other areas not included in this agreement or our CCN.
  - Ben White stated Caddo Basin has the right to their CCN area. They are working with other entities to give up some other areas as well. He stated he could present it to them and see if they would want to get into an agreement for the other property.
- Motion to approve made by Craig Overstreet
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor
- C. Consider, discuss and act upon a recommendation from the Farmersville Community Development Board regarding the Professional Services Contract for Main Street Manager.

- Ben White stated the Council had seen the agreement before, but we did not have a Main Street Manager at the time.
- Craig Overstreet stated nothing in the agreement speaks to her office space.
- Ben White stated the city was offering the office space and all the equipment at the city. He indicated the basics of the agreement were that 4B was agreeing to fund the position for two years. He stated we were already in to that contract period. He stated he was not aware if it differed from the old agreement. He would like for the city to eventually fund the position when more revenues come in.
- Mike Hurst reiterated the agreement helps fund the Main Street Manager.
- Ben White stated yes and he recommended approval.
- Dwain Mathers stated he had always heard controversy over the Main Street Board and 4B. He wanted to know how it worked since she was getting paid by 4B and works for the Main Street.
- Ben White stated the city does not have the funding to pay for the position that is why the 4B is funding it. He indicated that the agreement solved the problem of how she was getting paid. He the City Manager has the day to day oversight of the position, and the 4B Board acts as a steering committee. 4B gets to help with the hiring of the position since they fund it. Also, the Main Street Manager acts as the liaison for 4B.
  - Motion to approve made by Jim Hemby
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor

D. Update on Wastewater treatment plant.

- Ben White stated Plant 1 and 2 are up and running on a pilot program. He stated Plant 3 was designed and the plans are at TCEQ for review and approval right now. The engineer's are working on the collector line right now and trying to obtain right-of-way.

E. Update on the Reliable Concrete water line.

- Ben White stated he was holding off on building the line until the Caddo Basin SUD Agreement was approved. The next step is to get in front of the Caddo Basin Board to have it approved. He indicated Danny Ruff was gearing up the public works guys to build the line. He stated the city has the boring contractors set up and ready to go.
- Mike Hurst asked if we have conducted any bores yet.

- Ben White stated no, but Reliable Concrete has been trying to pour concrete for their pads. Unfortunately, it has been too wet. The cost for the approval of the railroad bore has been taken care of.
  - Craig Overstreet asked if the city has received Reliable Concrete's escrow of \$112,500.00 yet.
  - Ben White stated yes and it is in an escrow account right now.
  - Mike Hurst asked how long the project would take.
  - Ben White stated he figured the bores would take approximately a month. He also stated the city would do some interconnection items on Reliable's land and AFI's property while we are waiting on the bores.
- F. Consider, discuss and act regarding the creation of a U.S. 380 alignment committee.
- Craig Overstreet asked about the possibility of forming a committee to discuss the routes of the roadway, but he stated that he believes setting that up was a little premature at this point. He stated he has requested more information from city staff before this is handled. He is hoping they can have one or two meetings before the July 17<sup>th</sup> TxDOT meeting.
    - Motion to table made by Craig Overstreet
    - 2<sup>nd</sup> to approve was Dwain Mathers
    - All council members voted in favor

## **VII. BUDGET WORKSHOP**

- Daphne Hamlin stated she received preliminary tax numbers last week and wanted to share those with the Council. She indicated our adjustable tax rate went up over \$30 million and our tax rate showed to possibly be \$0.66, with a possible roll back rate of \$0.69. She then went onto OpenGov and navigated through some budget items and showed the Council how the software would show each line item.
- Craig Overstreet asked that Daphne Hamlin showed the major assumptions in next year's budget so they could compare that to last year's.
- Daphne Hamlin stated she could do that, but Paula Jackson was currently working on those numbers right now.
- Craig Overstreet asked how often she was updating the proposed budget.
- Daphne Hamlin stated weekly, if not more.
- Craig Overstreet asked about the projections for Camden Park and Palladium Apartments.
- Ben White stated they over estimated last year and that was causing some problems with the budget, but he has been offloading into the water and sewer

funds to try and counteract that. He explained that he was considering hiring a building inspector in the next budget year to help with the cost spent for plan review and inspections. He stated he would also use the person for code enforcement. He stated they would need a vehicle and he would probably give them his and he would ask for a vehicle allowance.

- Craig Overstreet stated he would just ask that Daphne Hamlin keep up with capital expenditures.

#### **VIII. EXECUTIVE SESSION**

- Mike Hurst read the information below and stated the Council would go in to executive session at 7:02 p.m.
- Ben White stated he would like to invite the City Attorney, Mr. Moffitt from Schneider Engineering and another person from Schneider Engineering to join them in executive session.

Discussion of matters permitted by Texas Government Code Chapter 551 as follows:

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

1. Consideration, discussion and action regarding competitive matters of the City-owned public power utility as allowed by Section 551.086 of the Texas Government Code for purposes of maintaining the confidentiality of certain information relating to any "competitive matter," as that term is defined in Section 552.133 of the Texas Government Code, engaged in or to be engaged in by the City of Farmersville.

#### **IX. RECONVENE FROM EXECUTIVE SESSION.**

- Mike Hurst stated the Council would reconvene from executive session at 8:04 p.m.

#### **X. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- Craig Overstreet just asked that capital expenditures be shown in OpenGov.

#### **XI. ADJOURNMENT**

Meeting was adjourned at 8:08 p.m.

APPROVE:

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Jack Randall Rice, Mayor

ATTEST:

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Sandra Green, City Secretary

## **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	July 9, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	IV.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Informational Items
Section Number	IV.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	IV.E
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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## **V. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	V.A
Subject	Consider, discuss and act upon appointing new members to the Main Street Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	1. Board Spreadsheet 2. Applications
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Economic Development Corporation (4A) (Council Liaison: Mike Hurst) (Staff Liaison: Daphne Hamlin) 2 members must live in City/3 members can be non-residents or have significant investment in City for more than 1 yr. 2 Terms - 3 yrs each	Community Development Corporation (4B) (Council Liaison: Michele Hesse) (Staff Liaison: Dana Mingo) All members must live in FISO 2 Terms - 2 yr each	Building & Property Standards (Council Liaison: Donny Mason) (Staff Liaison: Sandra Green) All members must live in City or own real property in City 2 Terms - 3 yr each 4 individuals for appointment	Capital Improvement Advisory Commission / Planning & Zoning Commission (Council Liaison: Craig Overstreet) (Staff Liaison: Sandra Green) All members must live in City 2 Terms - 3 yr each	Main Street (Council Liaison: Donny Mason) (Staff Liaison: Dana Mingo) All members must be City residents OR FISO OR have business in Main St District 1 Term - 3 yrs ea	City Amenities Board (Council Liaison: Todd Rolan) (Staff Liaison: Paula Jackson) Must comprise of 7 members; All members must live within FISO for at least 1 year preceding appoint; 2 members can live outside city limits 2 Terms - 3 yrs ea	City Council 6 elected members Must live within city limits 2 yr Term	Tax Increment Reinvestment Zone (TIRZ)
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## EXISTING BOARD MEMBERS

Bob Collins 1st Term 5/18 - 5/21 (FISO)	Tobey Ferguson, Secretary 2nd Term 5/19 - 5/21 (FISO)	Tracy Foltz 1st Term 5/17 - 5/20 (City)	Lance Hudson, Vice-Chairman 1st Term 5/17 - 5/20 (City)	Doris Cooks, President 1st Term 5/17 - 5/20 (FISO) & (Business Owner)	Suzie Grusendorf 2nd Term 5/18 - 5/21 (FISO)	Randy Rice, Mayor 1st Term 5/18 - 5/20	Bob Collins
Jason Lane, Chairman 2nd Term 5/18 - 5/21 (City)	Blake Mounger 1st Term 5/19 - 5/21 (FISO)	Chris Calverley 1st Term 5/18 - 5/21 (City)	Brian Brazil 1st Term 5/18 - 5/21 (City)	Clifford James Moss 1st Term 5/18 - 5/21 (FISO)	Charlotte Holloway Term 5/19 - 5/22 (City)	Craig Overstreet, Place 1 Treasurer 2nd Term 5/19 - 5/21	Tommy Ellison
Diane Piwko 1st Term 5/18 - 5/21 (City)	Sherry McGuire 1st Term 5/18 - 5/20 (City)	Janice Powell 1st Term 5/18 - 5/21 (City)	Rachel Crist, Secretary 1st Term 5/18 - 5/21 (City)	Billie Goldstein 1st Term 5/17 - 5/20 (FISO)	Cathy Strong 1st Term 5/17 - 5/20 (City)	Donny Mason, Place 2 2nd Term 5/18 - 5/20	Craig Overstreet
Randy Smith 2nd Term 5/19 - 5/22 (City)	Alice Bridges 1st Term 5/18 - 5/20 (City)	Trifany Hesse 2nd Term 5/19 - 5/22 (City)	Luke Ingram 1st Term 3/17 - 5/20 (City)	Diane Piwko 1st Term 5/18 - 5/21 (City)	John Hollis Young 2nd Term 5/19 - 5/22 (City)	Jim Hemby 1st Term 5/19 - 5/21	
Robbie Tedford 2nd Term 5/19 - 5/22 (FISO)	Jesse Nelson 1st Term 5/18 - 5/21 (FISO)	James Riley II 1st Term 5/17 - 5/20 (City)	John Klostermann 1st Term 5/19 - 5/22 (City)	Jennifer Jiles 1st Term 5/18 - 5/21 (FISO)	Glenn Bagwell 2nd Term 5/18 - 5/21 (City)	Mike Hurst, Place 4 Mayor Pro Tem 2nd Term 5/18 - 5/20	
	Todd Rolan 1st Term 5/19 - 5/21 (City)	Alternate:	Leaca Caspari 1st Term 5/19 - 5/22 (City)	Vacant	Miranda Martin 1st Term 5/17 - 5/20 (FISO)	Dwain Mathers, Place 5 1st Term 5/19 - 5/21	
	Richard Holbrook 1st Term 5/18 - 5/20 (City)	Alternate:	Michael Hesse, Chairman 1st Term 5/19 - 5/22 (City)	Vacant	Helaine Holbrook 1st Term 5/17 - 5/20 (City)		

Other Boards

George Crump  
NTMWD

Vacant  
Texoma Housing Partners

Ben White North  
East Texas Trails (NETT)  
Board

# Application

Please return your application to City Hall

City of Farmersville

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: ALLISON MATHERS Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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

Mailing Address: same Email Address: \_\_\_\_\_

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 1 year

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

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

Occupation: Realtor Employer: Premier Realty Group

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

Board Member - Digging for Dragons  
(non profit raising \$ for Southlake ISD)  
Board Member - Southlake Younglife Ministry

List memberships in any civic organizations:

Husband & I will be joining Historical Society  
We joined Chamber of Commerce  
Dwain joined Rotary of Farmersville

In Order of Preference from 1 through 6

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

- \_\_\_\_\_ Building and Property Standards Commission
- 3 Farmersville Community Development Corporation Board (4B)
- 4 Farmersville Economic Development Corporation Board (4A)
- \_\_\_\_\_ City Amenities Board
- 1 Main Street Board
- 2 Planning and Zoning Commission

Signature: [Signature]

Date: 5-16-19



Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.



# Application

Please return your application to City Hall

City of Farmersville

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: LINA FUY Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 4 yrs  
Are you a registered voter? Please circle Yes or No  
Are you in the Farmersville Independent School District? Please circle Yes or No  
Occupation: RETIRED Employer: IBM

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

List memberships in any civic organizations:

FARMERSVILLE HISTORICAL SOCIETY FARMERSVILLE OUTREACH ALLIANCE

In Order of Preference from 1 through 9

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

- \_\_\_\_\_ Building and Property Standards Commission
- 1 Farmersville Community Development Corporation Board (4B)
- \_\_\_\_\_ Farmersville Economic Development Corporation Board (4A)
- \_\_\_\_\_ City Amenities Board
- 2 Main Street Board
- \_\_\_\_\_ Planning and Zoning Commission
- \_\_\_\_\_ Texoma Housing Partners Board
- 3 North Texas Municipal Water District (NTMWD) Board
- \_\_\_\_\_ North East Texas Trails (NETT) Board



Signature: Lina Fuy Date: 5/28/19

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

# Application

Please return your application to City Hall

RECEIVED City of Farmersville  
DATE 6-12-18  
BY Paula Jackson

City of Farmersville

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Katherine Hershner Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Mailing Address: 3 Email Address: \_\_\_\_\_  
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? \_\_\_\_\_  
Are you a registered voter? Please circle: Yes or No  
Are you in the Farmersville Independent School District? Please circle: Yes or No  
Occupation: Realtor & Photographer Employer: Self

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

last 2 yrs on 4B

List memberships in any civic organizations:

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

In Order of Preference from 1 through 6

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

- 4 ☒ Building and Property Standards Commission  
☐ Farmersville Community Development Corporation Board (4B)  
☐ Farmersville Economic Development Corporation Board (4A)  
☐ City Amenities Board  
3 ☐ Main Street Board  
2 ☐ Planning and Zoning Commission

Signature: Katherine Hershner Date: 6/11/18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

# Application

Please return your application to City Hall

*City of Farmersville*

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Marilyn Hoyt Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 5 years

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

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

Occupation: Business Owner/Fitness Professional Employer: Rock Fitness

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

none

List memberships in any civic organizations:

N/A

In Order of Preference from 1 through 9

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

- \_\_\_\_\_ Building and Property Standards Commission
- 3 \_\_\_\_\_ Farmersville Community Development Corporation Board (4B)
- \_\_\_\_\_ Farmersville Economic Development Corporation Board (4A)
- 2 \_\_\_\_\_ City Amenities Board
- 1 \_\_\_\_\_ Main Street Board
- \_\_\_\_\_ Planning and Zoning Commission
- \_\_\_\_\_ Texoma Housing Partners Board
- \_\_\_\_\_ North Texas Municipal Water District (NTMWD) Board
- \_\_\_\_\_ North East Texas Trails (NETT) Board

Signature: Marilyn Hoyt

Date: 6/26/2019



Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Agenda Section	Regular Agenda
Section Number	V.B
Subject	Consider, discuss and act upon a commercial energy contract with Collin College.
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	<ol style="list-style-type: none"> <li>1. Contract</li> <li>2. O-2014-0408-001</li> <li>3. O-2014-0527-002</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**AGREEMENT**  
**BY AND BETWEEN THE**  
**CITY OF FARMERSVILLE AND COLLIN COLLEGE FOR**  
**LARGER CUSTOMER – POWER AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of July, 2019, by and between City of Farmersville Electric Department (FED) a municipally owned utility and incorporated City with its principal offices at 205 South Main Street, hereinafter referred to as the "FED," and Collin College a \_\_\_\_\_ with its principal offices at 3452 TX-399 Spur, McKinney, Texas, hereinafter referred to as "Customer."

**WITNESSETH:**

**WHEREAS**, City is a municipally owned utility providing retail electric service in Farmersville, Texas, and

**WHEREAS**, Customer desires to purchase all of its retail electric power and energy needs for the Farmersville Campus generally located at the corner of Audie Murphy Parkway (US 380) and Collin Parkway from FED, under the terms and conditions contained herein, to serve its initial 750 kVA load and future load developed on the Farmersville Campus site,

**NOW, THEREFORE**, in consideration of the mutual covenant terms, and conditions contained herein, the parties agree as follows:

1. **Term.** This Agreement shall become effective on the first day of the City's next billing cycle following the date first above written, subject to the provisions of Section 13. This Agreement shall continue in effect for a term of two (2) years from said date and shall continue thereafter unless terminated by either party by providing written notice of such termination of at least three (3) months prior to the desired termination date.
2. **Availability of Power.** Subject to the other provisions of this Agreement, FED shall make available to Customer, and the Customer shall take and purchase from FED, all the Customer's requirements for firm power and energy for the operation of Customer's said facility(ies).

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the rates of the City, as finally approved by the City Council of the City of Farmersville and as modified from time to time by appropriate authority, a copy of which ordinance is attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said ordinance, the latter shall control.

3. **Conditions of Delivery.** The point of delivery for firm power and energy made available hereunder shall be the point at which Customer's facilities connect to FED's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 277/480 or as mutually agreed upon by both parties. Maintenance by FED at said point

of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Agreement. The power and energy taken by Customer hereunder shall be measured by meters and associated metering equipment to be or caused to be installed, operated, and maintained by FED. None of such electric power and energy shall be resold to third parties by Customer.

The FED shall not be obligated to provide or be responsible for providing protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits or any other abnormal system conditions, but FED, as the case may be, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by FED.

4. Electric Disturbances. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to (a) cause damage to or interference with FED's system, systems connected with FED's system, or facilities or other property in proximity to FED's systems, or (b) prevent FED from serving other purchasers satisfactorily.

FED may, at any time during the term of this Agreement, notify Customer of any such disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct or suppress the disturbances, the FED may suspend or discontinue service (but only to the extent appropriate).

Any interruption of service which may become necessary by reason of this Section shall not relieve Customer from its obligation to pay FED the monthly charge as specified herein.

5. Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities, regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove all or any portion of such equipment, apparatus, devices or facilities, unless otherwise agreed by the parties, or by either party, as applicable, at the time of such termination.
6. Rates and Charges. Customer shall pay FED monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of FED's currently submitted standard ordinance as modified by the list below applicable to consumers of the same class, as finally approved by the City Council and as modified, replaced, or as adjusted from time to time and approved by the City Council. Said ordinance, is attached hereto and hereby made part thereof.
  - a. Security deposit: as stated in current ordinance.
  - b. Customer charge: as stated in current ordinance.

- c. Demand charge per kWh for all monthly billing demands for the first 100kW or less of monthly billing demand: \$TBD per kW plus the energy charge.
  - d. Demand charge per kWh for all monthly billing demands for demands greater than 100kW: \$TBD per kW plus the energy charge.
  - e. Minimum energy charge: as stated in current ordinance.
  - f. Energy charge for all kWh: \$TBD per kWh.
  - g. Line extension policy charges shall not apply to the initial building/load.
7. Payment of Bills. Payment for electric power and energy furnished hereunder shall be due and payable at the office of FED monthly in accordance City utility ordinance. If Customer shall fail to pay any such bill, as provided in said ordinance, FED may discontinue delivery of electric power and energy. Such discontinuance for nonpayment shall not in any way affect the obligations of Customer to pay the minimum bill. All amounts unpaid when due shall be subject to a late payment fee in accordance with City ordinance.
8. Notices. Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on FED if mailed to:

City of Farmersville  
Attention: Utility Billing  
205 South Main Street  
Farmersville, Texas 75442

Any such notice, demand, or request shall be deemed properly given to or served on Customer if mailed to:

Collin College  
Attention: TBD  
TBD  
TBD

Each party shall have the right to change the name of the person to whom or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

9. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. Neither party may assign this Agreement to any other party without the express written consent of the other party.
10. Force Majeure. The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence. As used in this section, the term force majeure shall include, but is not limited to: acts of God, strikes; wars; acts of public enemy; riots; storms; floods; civil disturbances; explosions; failures

of machinery or equipment; interruptions in power deliveries from FED's power supplier; or actions of federal, state, or local government authorities, which are not reasonably within the control of the party claiming relief. Notwithstanding the above provision, no event of force majeure shall relieve Customer of its obligation to pay the minimum monthly charge provided herein.

11. Modifications. Any future revisions or modifications of this Agreement shall require the advance approval of the FED.

**APPROVED** by the City Council of the City of Farmersville, Texas, in its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

**CITY OF FARMERSVILLE**

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

BENJAMIN L. WHITE, City Manager

ATTEST:

\_\_\_\_\_  
SANDRA GREEN, City Secretary

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by **BENJAMIN L. WHITE**, City Manager of the City of Farmersville, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



**APPROVED** by **COLLIN COLLEGE**, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

**COLLIN COLLEGE**

\_\_\_\_\_  
H. Neil Matkin, Ed.D  
District President

ATTEST:

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

Title: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of **COLLIN COLLEGE**, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0408-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," 74-81, ENTITLED "LINE EXTENSION POLICY," AND BY ADOPTING NEW SECTIONS 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND 74-95, ENTITLED "AVERAGE PAYMENT PLAN"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville ("City") has determined it is in the best interest of the citizens of the City for the City to take over the maintenance and operations of the City's electric utility; and

**WHEREAS**, the City desires to update and modify certain parts of the Utilities Chapter of the Code of Ordinances, City of Farmersville, Texas, ("Farmersville Code") as such ordinances apply to the provision of electrical services.

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

**SECTION 1: INCORPORATION OF FINDINGS**

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

**SECTION 2: AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES."**

From and after the effective date of this Ordinance, the title of Article II, "Water and Sewer Charges," of Chapter 74, entitled "Utilities," is hereby amended to read "Article II. Water, Sewer and Electrical Charges."

**SECTION 3: AMENDMENT OF CHAPTER 74, "UTILITIES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID**

**SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY."**

From and after the effective date of this Ordinance, Sections 74-79, 74-80, and 74-81 are deleted in their entirety and replaced with new Sections 74-79, entitled "Electric Service," 74-80, entitled "Power Cost Adjustment (PCA) for Electric Service," and 74-81, entitled "Line Extension Policy" to read as follows:

**"Sec. 74-79. Electric service.**

Each month the City shall charge and collect for residential and commercial electric service the amounts hereinafter set out, based on the following rates:

**(1) Residential rate (Schedule R).**

- a. *Applicable.* Applies to all Residential Customers billed through one meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the city covering this type of service.
- b. *Character of service.* Alternating current, 60 cycles per second, single-phase, 120/240 volts.
- c. *Rate.*  
Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged..  
Energy Charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
- e. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, required payments to governmental entities or for governmental or municipal purposes which are levied or imposed or otherwise required by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived.
- f. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to

fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(2) *Small commercial rate (Schedule SC).*

- a. *Applicable.* Applies to all non-residential Customers billed through one meter whose monthly peak demand is less than or equal to 25 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.
- c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Billing demand.* Demand meters will be installed on all such Customers if the:
  1. Installed load indicates that demands over 25 kW will be experienced; or
  2. Monthly load exceeds 9,000 kilowatt hours. A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.

The billing demand shall be the maximum 15 minute kW measured in the month unless otherwise specified in a firm electric service contract agreement, but it shall not be less than 50 percent of the peak demand measured in the 12-month period ending with the current month.
- e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.

- f. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
  - g. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
  - h. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (3) *Medium commercial rate (Schedule MC).*
- a. *Applicable.* Applies to all non-residential Customers billed through one meter whose monthly peak demand is greater than 25 kW and less than or equal to 100 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
  - b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.
  - c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Demand charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

- d. *Billing demand.* The billing demand shall be the maximum 15 minute measured kW in the month unless otherwise specified in a firm electric service contract agreement. If at any time the Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 25 kW, Schedule SC shall apply with the first month succeeding such 12-month period. Likewise, a Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under Schedule LC for the next 12-month period beginning with the current month.
  - e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.
  - f. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
  - g. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
  - h. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (4) *Large commercial rate (Schedule LC).*
- a. *Applicable.* To all commercial and industrial Customers where service is taken through one meter at one point of delivery and where the peak monthly kilowatt demand is greater than 100 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished, however, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the

terms of the contract, and the obligations of each party.

- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts, three-phase, 120/240, 120/208, 240/480, 277/480, 2400/4160, 7200/12,470 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208, 277/480, or 2400/4160 volt service.
- c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Demand charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Rate adjustments.* Rates under this rate schedule may be adjusted to reflect the Customer's service contract with the City.
- e. *Billing demand.* The billing demand shall be the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50 percent of the peak demand measured in the 12-month period ending with the current month. If at any time a Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 100 kW, unless otherwise specified in a firm electric service contract agreement, Schedule MC shall apply beginning with the first month succeeding such 12-month period.
- f. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.
- g. *Primary service.* Where service is taken by the Customer at the City's available primary voltage, and where the Customer owns, operates, and maintains all service facilities, except metering equipment

required to take service at such voltage, a credit of two percent of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

- h. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
  - i. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived which the City may hereafter have to pay.
  - j. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (5) *Security lights.* Security lights, defined as any street light installed within a public right of way or public space, may be installed as approved by Public Works Director or their designee. Installation and monthly service charges shall be assessed as follows:
- a. Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
  - b. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.

**Sec. 74-80. Power cost adjustment (PCA) for electric service.**

- (1) *Calculation.* Electric service billed under all applicable rate schedules shall be subject to the application of a power cost adjustment (PCA). The PCA shall be calculated on an annualized basis as follows:

$$PCA = (WC - (P * K) - CF) / S$$



(2) *Definitions.*

PCA = Power cost adjustment factor rounded to the nearest \$0.0001 (\$ per kWh)

WC = Total estimated wholesale purchased power cost on an annualized basis. (\$)

P = Total estimated wholesale energy purchases on an annualized basis. (KWh)

K = Base energy rate. (\$/KWh)

S = Total estimated kWh energy sales to city customers on an annualized basis. (KWh)

CF = Correction factor adjustment to be applied to correct for any variance between actual PCA costs and revenues. The calculation of CF shall be performed on a periodic basis, but not less than quarterly, with the results of this reconciliation applied to the PCA on an as-needed basis to maintain PCA revenues and costs in close proximity. (\$)

The formula for the calculation of the CF shall be as follows:

$$CF = (A) - (B)$$

Where:

(A) = the actual power cost adjustment revenues received from the application of the power cost adjustment for the subject reconciliation period. (\$)

(B) = The actual power cost adjustment costs which should have been recovered from the application of the power cost adjustment for the subject reconciliation period. (\$)

**Sec. 74-81. Line Extension Policy**

(1) **General Policy**

Farmersville Electric (FE) shall extend its distribution facilities to the Customer/Developer in accordance with the following line extension provisions. Each provision classifies the predominant type of electric service/use anticipated on the Customer's/Developer's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Customer's/Developer's classification involves an evaluation of the type of installation and its use. The Customer's/Developer's classification shall be determined by FE. In the event that the classification assigned by FE is incorrect, based upon the Customer's/Developer's

subsequent actual use of the installation, then FE may alter the Customer's/Developer's classification and apply the correct line extension classification. Appropriate adjustments shall be made to the Customer's/Developer's account or billing.

Service will not be provided, and no work to extend service to the Customer's/Developer's delivery point shall be performed until the Customer/Developer has paid any and all fees or charges associated with the provision of service. This includes engineering fees, Aid-In-Construction (AIC) charges, deposits, and/or other system fees.

FE shall extend its electric facilities only to the point of delivery. Customer/Developer shall install and be solely responsible for wiring of the installation on the Customer's/Developer's side of the point of delivery. The point of delivery shall be the point at which the lines of FE connect to the lines of the Customer/Developer. This will normally be at the service entrance which contains the meter base for the building or other structure.

(2) Residential Line Extensions

FE will construct a new distribution extension consistent with FE's current specifications to serve a residential installation:

A. Applicability.

To qualify as an extension to a single-family residential installation, the location where Customer/Developer is requesting service shall comply with the following provisions:

1. Location must be a permanent installation. To qualify as a permanent location the Customer/Developer will either have a definite plan for, or will have begun the construction of the building or other permanent facility.
2. Location must be a single-family residence.
3. If located within a residential subdivision development the Customer/Developer must have complied with the residential subdivision development policies and paid all costs required therein.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new

line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.

2. FE shall estimate the cost for the line extension based on current unit material and labor costs according to FE's current standards and specifications. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$1,800.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the

agreement of FE, the applicant may perform the clearing or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(3) Commercial Development less than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to non-residential domestic and commercial developments less than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent non-residential, commercial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the rules and regulations of FE;
2. The Customer/Developer will provide, at no cost, to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
  - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
  - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$1,300.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.

2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(4) Commercial Development Greater than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments greater than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the rules and regulations of FE.
2. The Customer/Developer will provide at no cost to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
  - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
  - (c) Survey points for grades, lot corners, street right-of-way, and other locations

reasonably necessary for installation of the electric system.

3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective customers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$3,400** per meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the

Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement on FE's standard form.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric Service Agreement. The electric rates are subject to change.
2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.



5. The line extension fees are negotiable under the Large Power Agreement.

(5) Primary Service Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments requesting primary voltage (14.4/25 kV) service when the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the Rules and Regulations of FE;
2. The Customer/Developer will provide at no cost to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
  - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
  - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new

line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.

2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$5,800** per primary meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent primary meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.

2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric Service Agreement. The electric rates are subject to change.
2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.
5. The line extension fees are negotiable under the Large Power Agreement.

(6) Temporary Service Line Extensions

FE will construct a new extension of its distribution system to serve temporary facilities under the following provisions:

A. Applicability.

To qualify as an extension to temporary service installation, the location where the Customer/Developer is requesting service shall:

1. Be a residence or dwelling unit not qualifying as a permanent installation, or
2. Be a barn, shop, water well, gate opener, or other service classified by FE as a temporary facility.

B. Aid-In-Construction (AIC).

1. FE shall estimate the cost for the line extension based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension.
2. The Customer/Developer shall be required to pay 100% of the estimated cost of AIC for the extension and retirement of the extension (if applicable) prior to any temporary facilities being installed.
3. All amounts paid to FE as AIC for temporary service shall be non-refundable."

(7) New Electric Service

- A. The following provisions shall be followed for the extension of a new electric service to individual Customers, residential developments, commercial developments, or industrial developments:
  1. All new electric utility services for residential and commercial developments in the City of Farmersville city limits shall be installed underground.
  2. New industrial customers may be allowed overhead service pending written approval from FE.
  3. All upgraded electric utility services shall be installed underground wherever such is sound and practical from an engineering standpoint as reasonably determined by the City.

- B. All streetlighting and site lighting equipment shall be placed underground, except for the poles on which the lights are to be affixed.
- C. The Customer/Developer may furnish and install the conduit, pull boxes, and pad-mounted equipment pads for the installation of all on-site underground development feeder, lateral and service lines utilized to provide electric utility service to the building plot pending all of the following provisions:
  - 1. The Customer/Developer is responsible for all expenses related thereto.
  - 2. The specifications for the material used shall be approved by FE prior to installation.
  - 3. The installation of the conduit shall be inspected and approved by FE at the time of installation.
  - 4. Once approved by FE, the infrastructure shall be owned and operated by FE.
  - 5. The Customer/Developer has obtained written approval from FE to install the conduit, pullboxes, and pad-mounted equipment pads.
- D. The Customer/Developer will bear the cost of the pad-mounted switchgear where the design of the development is such that switchgear is/are required for proper and safe operation of the distribution system. FE shall bear the cost of the pad-mounted switchgear where pad-mounted switchgear is/are installed solely for the convenience of FE such as to provide flexibility in serving load outside of the development.
- E. In all cases, underground secondary service lines from a meter to the Customer's/Developer's main disconnect switch or service center shall be installed and maintained by the Customer/Developer. FE shall have no responsibility or liability in connection therewith.
- F. Overhead FE feeder lines may be installed if they meet the following criteria:
  - 1. The overhead feeder line is located along the perimeter of the platted building plot, or

2. The overhead feeder line is adjacent to or within the right-of-way of thoroughfares or alleys, and
  3. FE considers the overhead feeder line to be necessary and appropriate.
- G. All the Customers/Developers shall dedicate easements for the installation of utilities, including electric, prior to the electric facilities being installed. All liens and other ownership interests shall be subordinated to the easement use.
- H. Temporary utility service may be provided via an overhead line extension, pending written approval by FE.
- (8) Area Lighting
- Customer/Developer will pay 100% of the estimated cost of construction for all lighting related facilities in advance.
- (9) Ownership of Distribution Facilities
- FE shall retain ownership of all material and facilities installed by FE or the Customer/Developer for the distribution of electric energy, whether or not the same have been paid for by the Customer. All lines and facilities constructed or installed by FE or the Customer/Developer are the property of FE if on the source side of the electric meter. The Customer/Developer will install and own all facilities on the load side of the electric meter.
- (10) Relocation of Facilities
- A. FE will relocate its facilities on Customers/Developers premises at Customers/Developers request provided the Customer/Developer has:
1. Provided a satisfactory easement for the new facilities,
  2. Paid the estimated engineering cost to review the relocation in advance,
  3. Paid the estimated total project cost for removal and construction cost of the electric facilities in advance.
- B. If FE determines it is necessary to move its facilities because the Customer/Developer fails or refuses to allow FE access to its electric facilities at any time, then the Customer/Developer may be billed the estimated total cost of the relocation.

C. FE will replace an existing overhead electric line with an underground line upon request by a Customer/Developer, landowner, or other party, provided FE has:

1. Determined, in its sole discretion, that such replacement does not adversely impact electric service reliability or FE's operating efficiencies,
2. Received an adequate easement(s) in a form acceptable to FE for the construction, installation, maintenance, operation, replacement and/or repair of the underground facilities, at no cost to FE,
3. Received payment of the estimated total cost prior to commencement of such relocation for the retirement and construction of electric facilities required, and for the relocation of electric facilities. The requestor must pay FE a retainage prior to any engineering being looked at for any proposed relocation.

(11) Refundable Construction Allowance for Line Extensions  
Summary

A. Aid-In-Construction (AIC)

Customers/Developers required to provide an AIC may be entitled to a construction allowance after extending the electrical facilities to a Customer's point of delivery as shown in the table below. FE will install, own, operate and control all facilities necessary to provide electrical service to the point of delivery, except as previously noted in the ordinance. The project investment will include all standard facilities, meters, services and transformers. Facilities not included in the project investment are those necessary to accommodate future growth considerations or company initiated reliability enhancement projects.

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B. Refundable Construction Allowances (Summary Table)

SERVICE	APPLICATION	REFUNDABLE CONSTRUCTION ALLOWANCE
Temporary Service	All Temporary Services	No refundable construction allowance applies, Customer pays 100% of estimated construction and retirement costs of electric facilities.
Residential	All Residential	\$1,800 per meter
Commercial	Less than 10 kW	\$1,300 per meter
Commercial/Industrial	Greater than 10 kW	\$3,400 per meter
Primary Voltage Service	Primary Voltage Service	\$5,800 per meter
Security Lights	All Security Lights	No refundable construction allowance applies, Customer pays 100% of estimated construction costs
Underground Primary Line	All Primary Underground Line Extensions	Customer/Developer may be allowed to install the civil work including: all trench and associated backfill, concrete work associated with pad-mounted equipment, and all conduit and its installation. Refundable construction allowance will apply to Customer/Developer as stated above.

The customer-owned equipment, load data, and electric service requirements supplied by the Customer/Developer will be used in the determination of the costs.

The refundable construction allowance shall only be refunded to the Customer/Developer once the permanent meter has been installed and FE is provided with a notice of certificate of occupancy. If it is determined to be different than service classification applied for, the refundable construction allowance may be adjusted based on Customer's/Developer's actual service classification.



**SECTION 4: AMENDMENT OF CHAPTER 74, "UTILITIES," BY ADOPTING NEW SECTION 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND NEW SECTION 74-95, ENTITLED "AVERAGE PAYMENT PLAN."**

From and after the effective date of this Ordinance, Chapter 74, "Utilities," is hereby amended by adopting new Section 74-94, Electric – Distributed Generation," and new Section 74-95, Average Payment Plan," to read as follows:

**"Sec. 74-94 Electric - Distributed Generation**

**(1) General Provisions**

**A. Intent.**

This Ordinance is intended to provide for the orderly, safe and effective interconnection and parallel operation of distributed generation facilities within the City of Farmersville electric system by Customers of Farmersville Electric (FE).

**B. Authority.**

FE is authorized to enact this Ordinance by the Texas Utility Code Annotated § 31.005, which authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology. Also, Texas Utility Code Annotated § 39.101 (b)(3) entitles all Texas electric customers access to on-site distributed generation. Finally, Texas Utility Code Annotated § 39.916 authorizes electric utilities to establish requirements for and allow the interconnection and parallel operation of Distributed Renewable Generation, and requires the Public Utility Commission of Texas (PUCT) to promulgate rules and regulations for the implementation of interconnection and parallel operation of Distributed Renewable Generation.

**C. Definitions.**

As used in this Ordinance, the following words and terms shall have the meanings as set forth below:

1. Commission: the Public Utility Commission of Texas (PUCT).
2. Customer: a person or entity interconnected to FE's electric system for the purpose of receiving or exporting electric power from or to FE's electric system.

3. Distributed Generation: an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten (10) megawatts (MW) or less and connected at a voltage less than sixty (60) kilovolts (kV) which may be connected in parallel operation to FE's electric system.
4. Interconnection: the physical connection of distributed generation to the utility system in accordance with the requirements of this ordinance so that parallel operation can occur.
5. Networked secondary: two or more utility primary distribution feeder sources electrically tied together on the secondary (low voltage) side to form one power source for one or more customers. Networked secondary service is designed to maintain service to the customers even after the loss of one of these primary distribution feeder sources.
6. Parallel operation: the operation of distributed generation by a Customer while the Customer is connected to FE's electric system.
7. Point of Interconnection (Point of Service; Point of Common Coupling): the point where the electrical conductors of FE's utility system are connected to the Customer's conductors and where any transfer of electric power between the Customer and the utility system takes place, such as switchgear near the meter.
8. Pre-certified equipment: a specific generating and protective equipment system or systems that have been certified as meeting the applicable parts of this Ordinance relating to safety and reliability by an entity approved by the Commission.
9. Stabilized: the FE electric system shall be considered stabilized when, following a disturbance, the system returns to the normal range of voltage and frequency for a duration of two (2) minutes.

D. Applicability.

This Ordinance applies to all persons or entities that desire to interconnect or operate in parallel with a

distributed generation system within FE's electric system.

E. Application and Agreement Required.

1. Before a person or entity may interconnect or operate in parallel with a distributed generation system within FE's electric system, that person or entity must complete and submit the "Application for the Interconnection and Parallel Operation of Distributed Generation with the Farmersville Electric Utility System" provided by FE. This form establishes the terms and conditions for the interconnection and parallel operation of the distributed generation system.
2. Agreements with Customers for the interconnection and parallel operation of distributed generation within FE's electric system shall be in accordance with this Ordinance, the PUCT rules and regulations, and all applicable state and federal laws.
3. The interconnection shall not be energized prior to the execution of the Agreement and FE inspection as required herein.
4. The application form may be modified from time to time by FE as is required for appropriate processing of applications.

(2) Technical Requirements

A. General Requirements.

1. All interconnections shall comply with all applicable state and federal laws and regulations, including without limitation, PUCT SUBST.R.25.212.
2. All interconnections shall comply with local building and electric codes as adopted and amended by FE. Installation of all interconnections shall be inspected by FE. Inspection and approval of the installation by FE is a condition of interconnection and parallel operation of distributed generation.
3. Variations from the Technical Requirements herein must be reviewed and approved by FE prior to implementation. Variations in the point

of interconnection must be approved by FE and included in the application form prior to approval.

B. Manual Disconnect.

The Customer shall provide and install a manual load break switch that provides a clear indication of the switch position at the point of interconnection to provide separation between FE electrical system and the Customer's electrical generation system. The location of the disconnect switch must be approved by FE.

The disconnect switch shall be easily visible, mounted separately from metering equipment, readily accessible to FE personnel at all times, and capable of being locked in the open position with a FE padlock. FE reserves the right to open the disconnect switch isolating the Customer's distributed generating system (which may or may not include the Customer's load) from FE's electrical system for the following reasons:

1. To facilitate maintenance or repair of FE's electrical system.
2. When emergency conditions exist on FE's electrical system.
3. When the Customer's distributed generating system is determined to be operating in a hazardous or unsafe manner or unduly affecting FE's electrical system.
4. When the Customer's distributed generating system is determined to be adversely affecting other electric consumers on FE's electrical system.
5. Failure of the Customer to comply with applicable codes, regulations and standards in effect at the time.
6. Failure of the Customer to abide by any contractual arrangement or operating agreement with FE's.

C. Power Quality.

1. Voltage.

FE shall endeavor to maintain the distribution voltages on the electrical system, but shall not be responsible for factors or circumstances beyond its control. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 10 cycles should a voltage deviation greater than +5% or -10% from normal be sustained for more than 30 seconds (1800 cycles), or in the event of a voltage deviation greater than +10% or -30% from normal be sustained for more than 10 cycles. If high or low voltage complaints or flicker complaints result from the operation of the Customer's distributed generation, the Customer's generating system shall be disconnected until the problem is resolved to the satisfaction of FE.

2. Frequency.

FE shall endeavor to maintain a 60-hertz nominal frequency on the electrical system. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 15 cycles should a deviation in frequency of +0.5Hz or -0.7Hz from normal occur.

3. Harmonics.

In accordance with IEEE 519, the total harmonic distortion (THD) of voltage shall not exceed 5% of a pure sine wave of 60-hertz frequency or 3% of the 60-hertz frequency for any individual harmonic when measured at the point of interconnection with FE's electrical system. Also, the total current distortion shall not exceed 5% of the fundamental frequency sine wave. If harmonics beyond the allowable range result from the operation of the Customer's distributed generation, the Customer's distributed generating system shall be disconnected until the problem is resolved.

4. Flicker.

The distributed generation facility shall not cause excessive voltage flicker on FE's electrical system. This flicker shall not exceed 3% voltage dip, in accordance with IEEE 519 (Section 10.5), as measured at the point of interconnection.

5. Power factor.

The Customer's distributed generation system shall be designed, operated and controlled at all times to provide reactive power requirements at the point of interconnection from 97% lagging to 97% leading power factor. Induction generators shall have static capacitors that provide at least 95% of the magnetizing current requirements of the induction generator field. FE may, in the interest of safety, authorize the omission of capacitors. However, where capacitors are used for power factor correction, additional protective devices may be required to guard against self-excitation of the Customer's generator field.

D. Loss of Source.

The Customer shall provide approved protective equipment necessary to immediately, completely and automatically disconnect the Customer's distributed generation equipment from FE's electrical system in the event of a fault on the Customer's system, a fault on FE's system or loss of source on FE's electric system. Such protective equipment shall conform to the criteria specified in UL 1741 and IEEE 1547. The Customer's distributed generating system shall automatically disconnect from the grid within 10 cycles if the voltage on one or more phases falls and stays below 70% of nominal voltage for at least 10 cycles. The automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after FE's service voltage and frequency are restored to within the normal operating range and the system is stabilized.

E. Coordination and Synchronization.

The Customer shall be solely responsible for coordination and synchronization of the Customer's distributed generating system with all aspects of FE's electrical system. The Customer also assumes all responsibility for any damage or loss that may occur from improper coordination and synchronization of its distributed generating system with FE's electrical system.

F. Metering.

The actual metering equipment required, its voltage rating, number of phases and wires, size, current transformers, and number of input and associated memory are dependent upon the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's electrical system, power flowing into the Customer's electrical system may be measured separately from power flowing out of the Customer's electrical system. FE will provide the metering equipment necessary to measure capacity and energy delivered to and from the Customer. The Customer shall reimburse FE for any costs of the metering including engineering, material and labor.

G. Interconnection Study.

If FE determines that an interconnection study is necessary, FE shall perform the study under reasonable terms and conditions agreed upon by both the Customer and FE, and at the Customer's sole expense. No study fee will be charged if the proposed generation site is not on a networked secondary and if all of the following apply:

1. Proposed distributed generation equipment is pre-certified.

Generation equipment that is less than 20 kW AC shall be considered pre-certified if a UL 1741 listed inverter that also meets IEEE 1547 specifications is used as well as UL 1703 listed photovoltaic (PV) modules.

2. Proposed distributed generation system does not expect to export more than 15% of total load on the feeder.

3. Proposed distributed generation system does not contribute more than 25% of the maximum possible short circuit current of the feeder.

#### H. Protection.

The distributed generation facility must have interrupting devices capable of interrupting the maximum available fault current, an interconnection disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip and a manual or automatic synchronizing check (for facilities with standalone capability). Facilities rated over 10kW, three-phase, must also have reverse power sensing and either a ground over-voltage or a ground over-current trip depending on the grounding system. Grounding shall be done in accordance with UL 1741, IEEE 1547 and NEC Article 250.

#### I. Three-Phase Generators.

##### 1. Synchronous machines:

- i. The distributed generation facility's circuit breakers shall be three-phase devices with electronic or electromechanical control.
- ii. The Customer is solely responsible for proper synchronization of its generator with FE's electric system.
- iii. The excitation system response ratio shall not be less than 0.5.
- iv. The generator's excitation system shall conform to the field voltage versus time criteria specified in ANSI Standard C50.13-1989.

##### 2. Induction machines.

The induction machines used for generation may be brought up to synchronous speed if it can be demonstrated that the initial voltage drop at the point of interconnection is within the flicker limits specified in this document.

##### 3. Inverters:

- i. Line-commutated inverters do not require synchronizing equipment.



- ii. Self-commutated inverters require synchronizing equipment.

J. Standards.

The distributed generation equipment shall be designed, installed, operated and maintained in accordance with, but not limited to, ANSI standards, UL standards, IEEE standards, the National Electrical Code, ERCOT Operating Guides and any other applicable local, state or federal codes, statutes, and regulations. In the case of a conflict between the requirements in this Ordinance and any of the aforementioned standards, regulations, or codes, this Ordinance shall prevail. All distributed generation equipment and their installation plans must be approved by FE prior to installation.

(3) Purchases from Customer

FE will pay the Customer for all the metered kWh output from the Customer above and beyond that was consumed by the Customer on a monthly basis.

Customer Energy Purchase Rate: \$0.0547 per kWh for all kWh.

**Sec. 74-95 Average Payment Plan**

(1) General Provisions

- A. Farmersville Electric (FE) Average Payment Plan is available to qualifying residential members of FE who desire to pay an average amount each month.
- B. The average monthly payment will be determined monthly by averaging the most recent 12 months of billing history, including the current month's billing, plus or minus 1/12 of your deferred balance (which is the cumulative difference between your monthly average billing amount and your actual billing amount). Because this is a moving average, your monthly bill will fluctuate depending on your past and current usage.
- C. To qualify, all of the following conditions must be met:
  - 1. Residential consumers only.
  - 2. 12 months of billing history on this account.
  - 3. Current account balance of zero.

4. No more than 2 delinquent payments in 12 months.
  5. No cut-off notices in last 12 months.
- D. Terms of this billing plan require all payments be made on time. If payments are not received by the due date, the plan will be subject to termination. If the plan is terminated, all balances are due and payable at time of termination.

#### **SECTION 5: REPEALER**

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

#### **SECTION 6: SEVERABILITY**

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

#### **SECTION 7: PENALTIES FOR VIOLATION OF THE ORDINANCE**

Any person, firm or corporation who violates any provision of this Ordinance by interconnecting distributed generation to FE's electric system without a complete Application and executed Agreement, or violating any other provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

#### **SECTION 8: INJUNCTIVE RELIEF**

Any violation of this ordinance can be enjoined by a suit filed in the name of FE and/or the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

#### **SECTION 9: PUBLICATION**

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

#### **SECTION 10: ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date Clause in the

minutes of the City Council of the City of Farmersville, and by filing this Ordinance in the Ordinance records of the City.

**SECTION 11: SAVINGS**

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

**SECTION 12: EFFECTIVE DATE**

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

**PASSED** on first reading on the 25<sup>th</sup> day of March, 2014, and second reading on the 8<sup>th</sup> day of April, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 8<sup>th</sup> DAY OF APRIL, 2014.**

BY: 

Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

BY: 

Edie Sims, City Secretary



**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0527-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-8, TO BE ENTITLED "ELECTRIC SERVICE RATES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF ELECTRICITY; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION I:** From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, "Electricity, Water, Sewer, and Refuse" to read as follows:

**"Sec. 2-8. Electric Service Rates.**

<b>Residential Rate (Schedule R)</b>	
Security Deposit	\$200.00
Customer Charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
<b>Small Commercial Rate (Schedule SC)</b>	
Security Deposit	\$200.00
Customer Charge	\$15.00
Energy Charge for 1 <sup>st</sup> 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.	
<b>Medium Commercial Rate (Schedule MC)</b>	
Security Deposit	\$400.00
Customer Charge	\$40.00
Minimum Energy Charge	\$221.25
Demand Charge per kWh for all monthly billing demands greater than 25 kW	\$7.25 per kWh plus the Energy Charge immediately following
Energy Charge for 1 <sup>st</sup> 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh
A Customer billed under this schedule for a	

period of 12 consecutive months without a demand in excess of 25 kW will be changed to Schedule SC on the first month succeeding such 12-month period.	
A Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under Schedule LC for the next 12-month period beginning with the current month.	
<b>Large Commercial Rate (Schedule LC)</b>	
Security Deposit	\$800.00
Customer Charge	\$86.00
Demand Charge per kWh for all monthly billing demands for the 1 <sup>st</sup> 100 kW or less of monthly billing demand	\$7.00 per kW plus the following Energy Charge
Demand Charge per kWh for all monthly billing demands for demands greater than 100 kW	\$5.70 per kW plus the following Energy Charge
Minimum Energy Charge	\$786.00
Energy Charge for all kWh	\$0.0627 per kWh
<b>The following provisions are applicable to ALL Schedules (R, SC, MC, LC)</b>	
<i>Power cost adjustment.</i> The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.	
<i>Tax adjustment.</i> The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.	

## **SECTION 2. SEVERABILITY CLAUSE**

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

## **SECTION 3. REPEALER CLAUSE**

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

**SECTION 4: EFFECTIVE DATE**

This Ordinance shall take effect April 15, 2014, as the law in such cases provides and with the immediate publication of the caption.

**PASSED** on first reading on the 13<sup>th</sup> day of May, 2014, and second reading on the 27<sup>th</sup> day of May, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 27<sup>th</sup> DAY OF MAY, 2014.**

**APPROVED:**

**ATTEST:**

  
\_\_\_\_\_  
Edie Sims, City Secretary

BY:

  
\_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor



Agenda Section	Regular Agenda
Section Number	V.C
Subject	Update regarding boundary agreements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	V.D
Subject	Update on the Thoroughfare Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Regular Agenda
Section Number	V.E
Subject	Update on the accessory structure ordinance change.
To	Mayor and Council Members
From	Ben White, City Manager
Date	July 9, 2019
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VI. Budget workshop**

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

## **VIII. Adjournment**