



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
April 26, 2016, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings
 - Arbor Day Tree Sale will be held at The Gazebo on The Square on Saturday, April 30th from 9am-2pm. Seedlings are \$1.00 each with proceeds benefitting the Parks and Recreation Board.
 - The Fire Department's Annual Fish Fry is Saturday, May 14th at the High School from 4-9p.m. Cost is \$11.00 for adults and \$6.00 for children. There is a raffle with prizes of 50" television, \$250.00 visa card, smoker, and a quilt. Tickets are \$1.00 each. There will also be a silent auction for items donated from various businesses and individuals. You do not need to be present to win.
 - Proclamation of May as National Preservation Month
 - Proclamation honoring Chief Sullivan's 30 Years of Service
 - Letter expressing gratitude from Wylie Mayor

II. READING OF ORDINANCES

- A. Second reading to consider, discuss, and act upon an amendment to the Fair Housing Ordinance
- B. First reading to consider, discuss, and act upon a budget amendment that will move the refuse fund franchise fee balance to the street department
- C. First reading to consider, discuss, and act upon changes to the Master Fee Schedule regarding average billing payment plan
- D. First reading to consider, discuss, and act upon a change to the Utility Ordinance for updates regarding average billing payment plan

III. REGULAR AGENDA

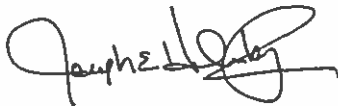
- A. Consider, discuss, and act upon City Financial Report

- B. Consider, discuss, and act upon auditor's report
- C. Consider, discuss, and act upon First Amendment to License Agreement between Brookshire's and City of Farmersville
- D. Consider, discuss, and act upon a resolution authorizing the award of a contract for City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance
- E. Consider, discuss, and act upon a resolution authorizing the award of a Professional Service Provider for the Texas Community Development Block Grant (TxCDBG) Planning and Capacity Building Fund Contract 7215024
- F. Consider, discuss, and act upon a resolution authorizing signatories for the TxCDBG Planning and Capacity Building Fund Contract 7215024
- G. Consider, discuss, and act upon a resolution regarding Civil Rights in accordance to the policies set forth by the TxCDBG requirements
- H. Consider, discuss, and act upon the electric system surcharge
- I. Consider, discuss, and act upon Judge Self's memo regarding Collin County's Mobility Plan
- J. Consider, discuss, and act upon signage along TxDOT facilities
- K. Consider, discuss, and act upon the creation of City social media accounts with responsibility imbedded in to the City Secretary job description
- L. Consider, discuss, and act upon trees located in front of 100 (Red Door Antiques) and 101 (Carrie's Floral Creations) McKinney Street

IV. REQUESTS TO BE PLACED ON FUTURE AGENDAS

V. ADJOURNMENT

Dated this the 22nd day of March, 2016.

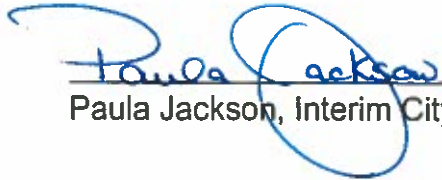



Joseph E. Helmberger, P.E., Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 22, 2016 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Paula Jackson, Interim City Secretary

I. Preliminary Matters

April

2016

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|---|-----------|--|--------|----------------------|
| 27 | 28 | 29 | 30 | 31 | 1 | 2 Farmers & Fleas |
| 3 | 4 | 5 Senior Citizen Advis. Committee 4pm | 6 | 7 | 8 | 9 |
| 10 | 11 FCDC (4B) 5:45pm | 12 City Council Meeting 6pm | 13 | 14 | 15 | 16 |
| 17 | 18 Parks Board 4 PM P&Z Commission 6:30 pm | 19 | 20 | 21 FEDC (4A) 7pm | 22 | 23 |
| 24 | 25 Main Street Board 5 PM | 26 City Council Meeting 6pm | 27 | 28 Library/Civic Center Board 4:30pm B&PS 6pm | 29 | 30 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

May

2016

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|--|-----------|------------------------|-----------------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 Farmers & Fleas |
| 8 | 9 FCDC (4B) 5:45pm | 10 City Council Meeting 6pm | 11 | 12 | 13 Chamber Banquet | 14 |
| 15 | 16 Parks Board 4pm P&Z Commission 6:30 pm | 17 Main Street Board 5pm Parks & Rec Board 6pm | 18 | 19 FEDC (4A) 7pm | 20 | 21 |
| 22 | 23 | 24 City Council Meeting 6pm | 25 | 26 | 27 | 28 |
| 29 | 30 Memorial Day City Offices Closed | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |

June

2016

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---|--|---|---------------------|--|------------------------|
| 29 | 30 | 31 | 1 | 2 | 3 | 4 Farmers & Fleas |
| 5 | 6 | 7 Senior Citizens Advis. Committee 4pm | 8 Summer Reading Club at Rike Library | 9 | 10 | 11 |
| 12 | 13 FCDC (4B) 5:45pm | 14 City Council Meeting 6pm | 15 Summer Reading Club at Rike Library | 16 FEDC (4A) 7pm | 17 Dr. Seuss Performance Rike Library | 18 Audie Murphy Day |
| 19 | 20 Parks Board 4pm P&Z Commission 6:30 pm | 21 Main Street Board 5pm Parks & Rec Board 6pm | 22 Summer Reading Club at Rike Library | 23 | 24 | 25 |
| 26 | 27 | 28 City Council Meeting 6pm | 29 Summer Reading Club at Rike Library | 30 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |



Celebrate
**Arbor
Day**

Keep Farmersville Beautiful



TREE SALE



Saturday, April 30th



9 am – 2 pm



The Gazebo On The Square

White Dogwood  *Northern Red Oak*

Scarlet Oak & Tuliptree

Seedlings Only \$1⁰⁰ each

City of Farmersville Proclamation

WHEREAS, historic preservation in Farmersville is an effective tool for promoting economic development, supporting heritage tourism, maintaining community character, and enhancing the City's livability for Farmersville of all ages, walks of life and ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the theme for National Preservation Month 2016, cosponsored by Farmersville Main Street and the National Trust for Historic Preservation.

NOW, THEREFORE, I, Joseph E. Helmberger, P.E., Mayor of Farmersville, do hereby proclaim May 2016 as

National Preservation Month

and call upon the people of Farmersville to join their fellow citizens across the United States in recognizing and participating in this special observance.

WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of April, 2016.



Joseph E. Helmberger, P.E., Mayor

City of Farmersville

Proclamation Honoring Years of Service

WHEREAS, Chief Michael P. Sullivan has dedicated thirty years of service to law enforcement, during which he honorably served the communities of Heath, Dallas County, and Desoto, and continues to serve the City of Farmersville;

WHEREAS, under his leadership many policing models and best practices have been implemented; these include fostering collaboration amongst neighboring cities, updating facilities and equipment, and maintaining active communication with citizens through social media; as a result, Farmersville Police Department is recognized by the Texas Police Chief's Association as an accredited department;

WHEREAS, Chief Sullivan serves as a Board Member of the Texas Police Chief's Association and dedicated member of the Farmersville Volunteer Fire Department;

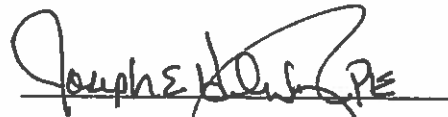
WHEREAS, the Chief is a graduate of the FBI National Academy, the Law Enforcement Management Institute of Texas, and most recently obtained his Master of Science in Criminal Justice Leadership;

WHEREAS, Chief Sullivan has contributed to the training and teaching of future law officers and those who continue to work beside him;

NOW, THEREFORE, I, Joseph E. Helmberger, P.E., Mayor of Farmersville, do hereby proclaim on behalf of City Council and the residents of Farmersville our sincere appreciation to Chief Michael P. Sullivan for his thirty years of service.

WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed the 22nd day of April, 2016.




Joseph E. Helmberger, P.E., Mayor

Joe,

I just wanted to write and let you know how much Wylie appreciated the assistance from your city when the hail storms hit our town last week. My staff tells me that we had over 14 departments, with over 30 pieces of fire apparatus and police vehicles, to assist us during a very difficult week in my community. I don't believe I have ever seen a hail storm do this much destruction in such a short amount of time.

While I am very proud of the response from my Public Safety department, and the entire city staff, who literally worked day and night to insure our citizens continued to receive services; I know that we would not have been successful without our neighbors who stepped up in our time of need.

Again, thanks for supporting Wylie, Texas!

Regards,

Eric Hogue



Eric Hogue, Mayor
300 Country Club Road
Building 100
Wylie, Texas 75098

II. Reading of Ordinances

| | |
|-------------------------------------|--|
| Agenda Section | Reading of Ordinances |
| Section Number | II.A |
| Subject | Second reading to consider, discuss, and act upon |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Ordinance #2016-0426-001 |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | City Council discussion as required. |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

**CITY OF FARMERSVILLE
ORDINANCE # O-2016-0426-001**

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 35, "HUMAN RELATIONS," BY AMENDING ARTICLE II – "FAIR HOUSING," BY AMENDING SECTION 35-19 BY INSERTING DEFINITIONS FOR THE PHRASES "HANDICAP" AND "FAMILIAL STATUS" INTO SAID SECTION, BY AMENDING SECTIONS 35-21(a), 35-21(b), 35-22(1) THROUGH 35-22(5), 35-23(1) AND 35-23(2), 35-24, AND 35-25(c) BY REPLACING EACH OCCURRENCE OF THE PHRASE "RACE, COLOR, SEX, RELIGION OR NATIONAL ORIGIN" WITH THE PHRASE "RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN" TO CONFORM TO REVISIONS IN UNITED STATES LAW; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Farmersville ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") finds and determines that amending Chapter 35, "Human Relations," by amending Article II – "Fair Housing," by amending Section 35-19 by inserting definitions for the phrases "Handicap" and "Familial Status" into said Section, and by amending Sections 35-21(a), 35-21(b), 35-22(1) through 35-22(5), 35-23(1) and 35-23(2), 35-24, and 35-25(c) by replacing each occurrence of the phrase "race, color, sex, religion or national origin" within each of said Sections 35-21(a), 35-21(b), 35-22(1) through 35-22(5), 35-23(1) and 35-23(2), 35-24, and 35-25(c) with the phrase "race, color, religion, sex, handicap, familial status, or national origin" to conform to revisions in United States law is in the best interest and public health, safety, and welfare of the citizens of the City of Farmersville, Texas.

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

SECTION 1: INCORPORATION OF FINDINGS

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

SECTION 2: AMENDING CHAPTER 35, "HUMAN RELATIONS," BY AMENDING ARTICLE II – "FAIR HOUSING," BY AMENDING SECTION 35-19 BY INSERTING DEFINITIONS FOR THE PHRASES "HANDICAP" AND "FAMILIAL STATUS" INTO SAID SECTION

From and after the effective date of this Ordinance, Chapter 35, "Human Relations," is hereby amended by amending Article II – "Fair Housing," by amending Section 35-19 by inserting definitions for the phrases "Handicap" and "Familial Status" into the current list of definitions in said section in alphabetical order to read as follows:

"Familial status means one or more individuals (who have not attained the age of 18 years) being domiciled with --

- (1) a parent or another person having legal custody of such individual or individuals; or
- (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years."

and

"Handicap means, with respect to a person --

- (1) a physical or mental impairment which substantially limits one or more of such person's major life activities,
- (2) a record of having such an impairment, or
- (3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))."

SECTION 3: AMENDING CHAPTER 35, "HUMAN RELATIONS," BY AMENDING ARTICLE II – "FAIR HOUSING," BY AMENDING SECTIONS 35-21(a),

35-21(b), 35-22(1) THROUGH 35-22(5), 35-23(1) AND 35-23(2), 35-24, AND 35-25(c) BY REPLACING EACH OCCURRENCE OF THE PHRASE "RACE, COLOR, SEX, RELIGION OR NATIONAL ORIGIN" WITH THE PHRASE "RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN" TO CONFORM TO REVISIONS IN UNITED STATES LAW

From and after the effective date of this Ordinance, Chapter 35, "Human Relations," is hereby amended by amending Article II – "Fair Housing," by amending Sections 35-21(a), 35-21(b), 35-22(1) through 35-22(5), 35-23(1) and 35-23(2), 35-24, and 35-25(c) by replacing each occurrence of the phrase "race, color, sex, religion or national origin" within each of said Sections 35-21(a), 35-21(b), 35-22(1) through 35-22(5), 35-23(1) and 35-23(2), 35-24, and 35-25(c), respectively, with the phrase: "race, color, religion, sex, handicap, familial status, or national origin".

SECTION 4. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. 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 6. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same

would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of 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. PENALTY

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Farmersville, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each violation. Each day a violation continues, after the passage of 75 days from the date of filing of the initial complaint with the administrator, shall constitute a separate and distinct offense.

SECTION 12. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on second reading on the 26th day of April, 2016, at properly scheduled meeting 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 26th DAY OF APRIL, 2016.

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

BY: _____
Paula Jackson, Interim City Secretary

| | |
|-------------------------------------|--|
| Agenda Section | Reading of Ordinances |
| Section Number | II.B |
| Subject | First reading to consider, discuss, and act upon a budget amendment that will move the refuse fund franchise fee balance to the street department |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Ordinance #2016-0426-002 and supporting documentation |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | City Council discussion as required. |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

MEMO

To: Ben White, City Manager
From: Daphne Hamlin, City Accountant
Date: April 20, 2016
Subject: 2015-2016 Budget/Revision (3) 04-20-2016

Mayor and City Council, attached is Exhibit (A) for budget/revision (3) 04-20-2106. City Hall did budget for a generator for the City Hall Building during budget year 2014-2015. Due to time restraints, this did not happen. Staff is currently working on making this happen for budget year 2015-2016.

During previous City Council discussions, the City Manager has asked to be allowed to use the Refuse Fund Franchise Fee that the City collects as funding for street improvements. Currently the City of Farmersville has a balance of \$127,766.84 in reserves. The attached budget/revision (3) 04-20-2016 requesting to move those funds to the General Fund Street Construction expense account will permit the City to continue with the efforts to improve our City streets.

CITY OF FARMERSVILLE

EXHIBIT A

2015-2016 BUDGET/REVISION (3) 04-20-2016

| GOVERNMENTAL FUNDS | ESTIMATED BEGINNING FUND BALANCE | REVENUES | EXPENDITURES | INTERFUND TRANSFERS IN (OUT) | PROPOSED ENDING FUND BALANCE |
|---|--|--------------|--------------|-------------------------------------|------------------------------------|
| General Fund | \$ 442,603 | \$ 1,649,849 | \$ 3,368,162 | \$ 1,516,726 | \$ 403,300 |
| Fund Balance Amendments | | | | | \$ 403,300 |
| <u>City Hall Generator expense \$39,303.00</u> | | | | Expenditures increased \$167,069.84 | |
| <u>Street Construction expense \$127,766.84</u> | | | | | |
| Transfers In from Refuse increased | | | | | |
| \$127,766.84 | | | | | |

**CITY OF FARMERSVILLE
ORDINANCE # O-2016-0426-002**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2015 – 2016 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, established in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget that was adopted by the City Council for the Fiscal Year 2015 – 2016 (“Budget”); and

WHEREAS, the City Manager of the City of Farmersville believes the Budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the Budget regarding the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2015 – 2016; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2015 – 2016 budget to adopt the proposed amendment to the Budget to allocate funds for the purchase and installation of a back-up generator for City Hall and to transfer certain monies from the refuse fund franchise fee to the street department to facilitate additional street repairs.

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 legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2015 – 2016 that are attached hereto as Exhibit “A” and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2015 – 2016 is hereby accordingly so amended and the amended budget for Fiscal Year 2015 – 2016 adopted.

SECTION 3. SEVERABILITY

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

SECTION 4. 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 5. 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 6. 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 7. 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 and only reading on the 26th day of April, 2016 at properly scheduled meeting 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 26th DAY OF APRIL, 2016.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Paula Jackson, Interim City Secretary

| | |
|-------------------------------------|--|
| Agenda Section | Reading of Ordinances |
| Section Number | II.C |
| Subject | First reading to consider, discuss, and act upon changes to the Master Fee Schedule regarding average billing payment plan |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Ordinance #2016-0426-003 |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | City Council discussion as required. |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

**CITY OF FARMERSVILLE
ORDINANCE # O-2016-0426-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, BY AMENDING APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER AND REFUSE," BY ADDING A NEW SECTION 2-9 ENTITLED "FARMERSVILLE UTILITIES AVERAGE BILLING AND PAYMENT PLAN"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to modify the Master Fee Schedule to recognize revisions to Section 74-95 of the Farmersville Code allowing for average billing for all utilities; and

WHEREAS, the average billing option is made available to residential customers with a minimum twelve (12) month usage history only; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that all prerequisites to the adoption of this Ordinance have been met;

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 legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. MASTER FEE SCHEDULE AMENDED BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER AND REFUSE," BY ADDING A NEW SECTION 2-9 ENTITLED "FARMERSVILLE UTILITIES AVERAGE BILLING AND PAYMENT PLAN"

From and after the effective date of this Ordinance, the Master Fee Schedule is hereby amended, in part, by adding a new Section 2-9 entitled "Farmersville Utilities Average Billing and Payment Plan" to read as follows:

"Sec. 2-9. - Farmersville Utilities Average Billing and Payment Plan

An average utility billing and payment option is available to qualifying residential customers, only, who desire to avoid monthly fluctuations in their utility billings due to seasonal

changes; and, who desire to pay the average cost of their annual usage of utilities over a one-year period in 12 equal monthly payments. See Farmersville Ordinance § 74-95 for program details.”

SECTION 3. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. 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 5. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 7. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of 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 8: 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 9. 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 10. PENALTY

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Farmersville, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each violation. Each day a violation continues, after the passage of 75 days from the date of filing of the initial complaint with the administrator, shall constitute a separate and distinct offense.

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first reading on the 26th day of April, 2016, and second reading on the 10th day of May, 2016 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 10th DAY OF MAY, 2016.

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

BY: _____
Paula Jackson, Interim City Secretary

| | |
|-------------------------------------|--|
| Agenda Section | Reading of Ordinances |
| Section Number | II.D |
| Subject | First reading to consider, discuss, and act upon a change to the Utility Ordinance for updates regarding average billing payment plan |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Ordinance #2016-0426-004 |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | City Council discussion as required. |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

**CITY OF FARMERSVILLE
ORDINANCE # 2016-0426-004**

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 ARTICLE II – "WATER, SEWER AND ELECTRICAL CHARGES," BY DELETING SECTION 74-95, "AVERAGE PAYMENT PLAN," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 74-95 THAT IS ENTITLED "FARMERSVILLE UTILITIES AVERAGE BILLING AND PAYMENT PLAN"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Farmersville ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds and determines that amending Chapter 74, "Utilities," by amending Article II – "Water, Sewer and Electrical Charges," by deleting Section 74-95, "Average Payment Plan," in its entirety and replacing said section with a new Section 74-95 that is entitled "Farmersville Utilities Average Billing and Payment Plan" is in the best interest and public health, safety, and welfare of the citizens of the City of Farmersville, Texas.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDING CHAPTER 74, "UTILITIES," BY AMENDING ARTICLE II – "WATER, SEWER AND ELECTRICAL CHARGES," BY DELETING SECTION 74-95, "AVERAGE PAYMENT PLAN," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 74-95 THAT IS ENTITLED "FARMERSVILLE UTILITIES AVERAGE BILLING AND PAYMENT PLAN"

From and after the effective date of this Ordinance, Chapter 74, "Utilities," by amending Article II – "Water, Sewer and Electrical Charges," by deleting Section 74-95, "Average Payment Plan," in its entirety and replacing said section with a new Section 74-95 that is entitled "Farmersville Utilities Average Billing and Payment Plan" to read as follows:

"Sec. 74-95. - Farmersville Utilities Average Billing and Payment Plan.

1. Farmersville Utilities Average Billing and Payment Plan ("Program") is available to qualifying residential customers who desire to avoid monthly fluctuations in their utility billings due to seasonal changes; and, who desire to pay the average cost of their annual usage of utilities over a one-year period in 12 equal monthly payments.

2. To participate in the Program, all of the following conditions shall be met:
 - a. The Program is available to residential customers for residential consumption only.

 - b. Residential customers shall submit an application to be considered for participation in the Program.

 - c. Residential customers must have at least twelve months of billing history on their residential account to participate in the Program.

 - c. Current account balance(s) must be zero.

 - d. No more than two delinquent payments may have occurred during the previous 12 month period.

 - e. No cut-off notices may have been issued during the previous 12 month period.

 - f. Program for

3. The average monthly billing and payment shall be determined by averaging the total cost of all utilities used by the residential customer during the most recent 12 months of billing history up to and including the date of application. This calculation establishes the amount of the average fixed billing statement ("Program Billing Statement") that will be issued to the

residential customer for 12 months (the "Program Period").

4. The calculation described in the immediately preceding paragraph shall be repeated at the end of each Program Period for each residential customer participating in the Program and the Program Billing Statement attributed to the residential customer shall be adjusted up or down to reflect the residential customer's actual usage during the immediately preceding Program Period.
5. If a residential customer participating in the Program uses more or less utility services than reflected in the Program Billing Statement during the Program Period, the residential customer shall not be obligated to pay the amount of any underpayment or entitled to reimbursement of any overpayment at the end of the then current Program Period.
6. At the end of each Program Period, the amount of any residential customer overpayment or underpayment in an expiring Program Period shall be applied to the calculation of the Program Billing Statement for that residential customer for the following Program Period.
7. Farmersville Utilities shall monitor the balances in each residential customer's account as the Program Period progresses. Notwithstanding the provisions of Paragraph 5, above, the City Manager or designee shall have the authority to request customer payment, administer customer refunds, and/or change the average billing and payment amount in cases where the Program Billing Statement was incorrectly calculated and/or if correctly calculated the customer reserve account balance is improperly funded due to some spike in utility usage by the residential customer.
8. Terms of the Program require that all payments shall be made on time. If payments are not received on or before the due date, the residential customer's participation in the Program shall be subject to termination. If a residential customer's participation in the Program is terminated, all balances are due and payable at the time of such termination and the

residential customer shall return to an actual usage billing and payment basis.

9. The Program shall automatically renew as to any residential customer participating in the Program unless the residential customer requests removal from the Program at least thirty (30) days prior to the conclusion of the then current Program Period.
10. The Program shall cover and include billing and payments for ALL of the following utilities:
 - a. Electric;
 - b. Water;
 - c. Sewer; and
 - d. Refuse.
11. Special one-time fees shall not be included in the Program and shall be paid by the residential user in addition to the Program Billing Statement.
12. Program balances are not transferrable between residential customer accounts.

SECTION 3. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. 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 5. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 7. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of 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 8: 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 9. 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 10. PENALTY

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Farmersville, as previously

amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each violation. Each day a violation continues, after the passage of 75 days from the date of filing of the initial complaint with the administrator, shall constitute a separate and distinct offense.

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first reading on the 26th day of April, 2016, and second reading on the 10th day of May, 2016 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 10th DAY OF MAY, 2016.

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

BY: _____
Paula Jackson, Interim City Secretary

III. Regular Agenda

| | |
|-------------------------------------|--|
| Agenda Section | Regular Agenda |
| Section Number | III.A |
| Subject | Consider, discuss, and act upon City Financial Report |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Memo and Report |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | <ul style="list-style-type: none"> • City Council discussion as required |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: April 20th, 2016
Subject: March 2016 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of March, 6/12 months or 50% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 50% level, and to have 50% remaining budget for the remaining of the year.

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

Executive Summary

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

General Fund

Total revenues in the general fund are 58.67% collected and total expenses are 50.62%

Ad Valorem collections currently received is 101.04%.

Sales Tax current collection rate @ 51.64%.

Municipal Court Revenues currently collected is 31.98%. Court is expecting to see increase in fine payment within the next few months.

Interest Earned is up from last year. We are currently have exceeded expectations and budget amendments will follow to allow for changes.

Refuse Fund

Total revenues are 50.50 and total expenses are 39.29%. Expenses are down due to outstanding invoices awaiting processing.

Water & Wastewater Fund

Total revenues for the Water Fund are 48.29% Total revenues for the Wastewater Fund are 47.33%

Water expenses in Administration are 49.37%. Water Department overall expenditures are 45.43%

Wastewater expenses are 50.49%.

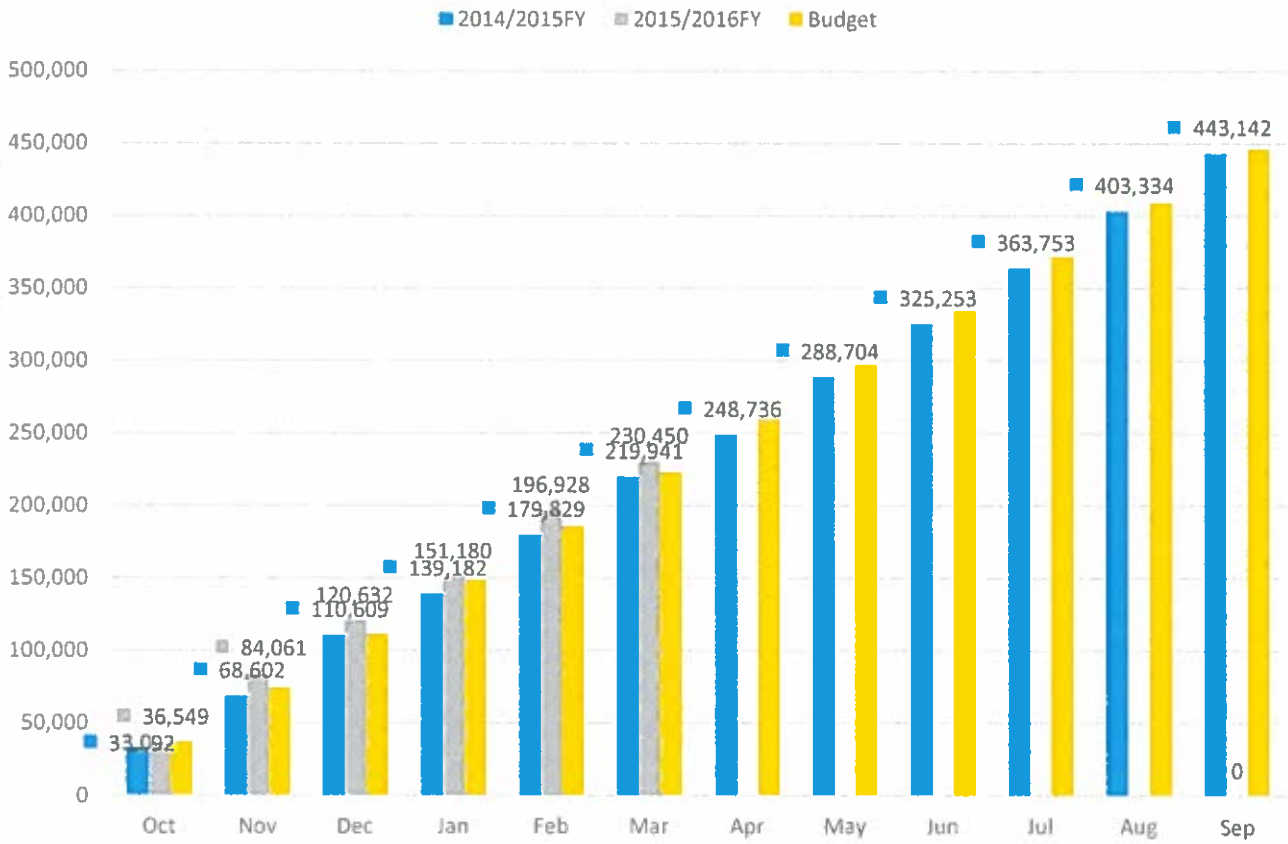
Electric Fund

Total revenues are 41.27%; the expenses are at 52.91% and include transfers to general fund.

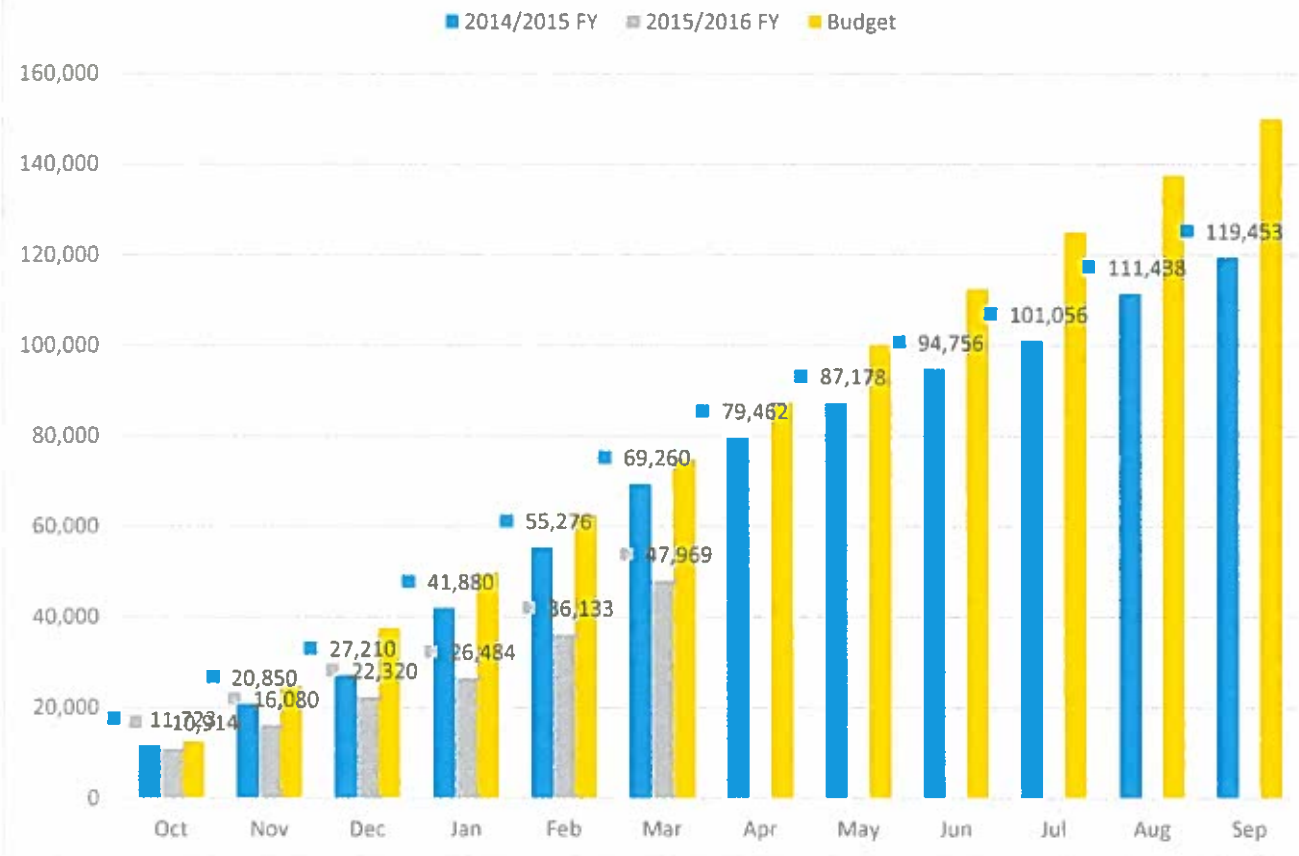
Cash Summary

The cash summary is attached.

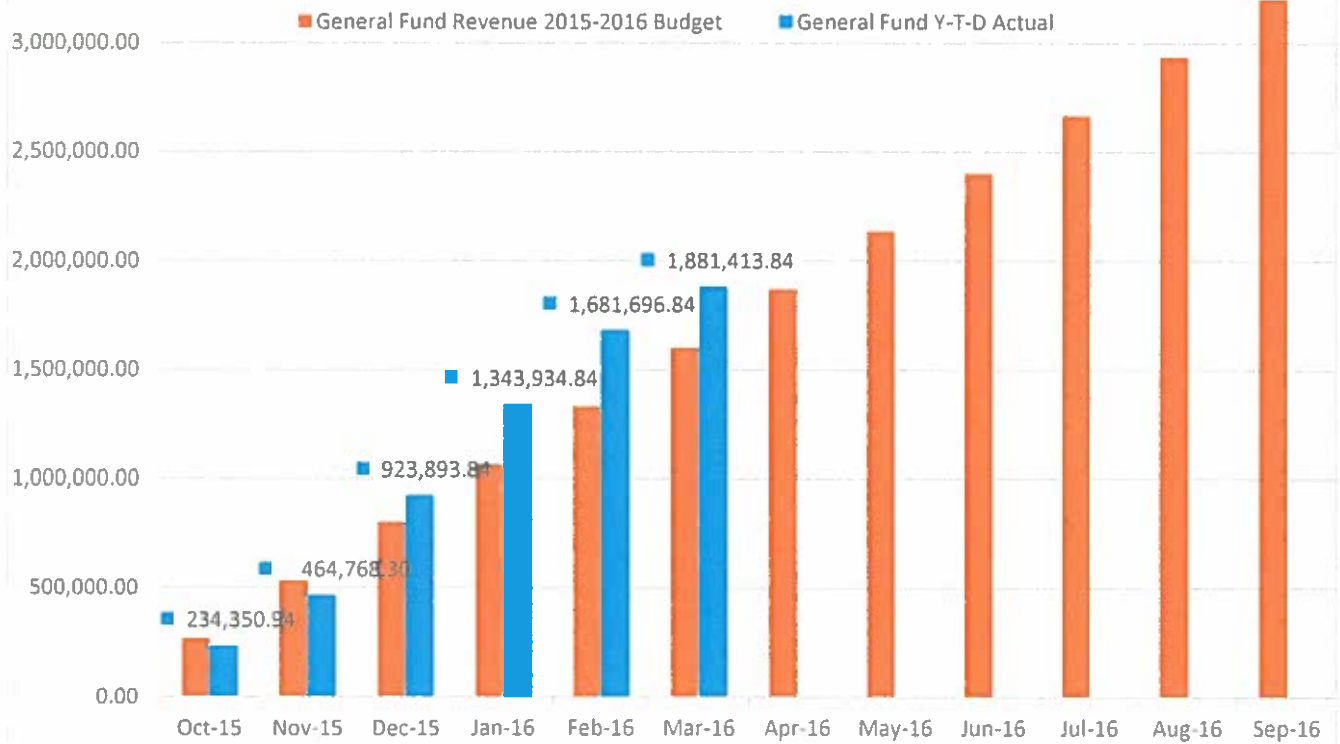
Sales Tax Chart Comparison



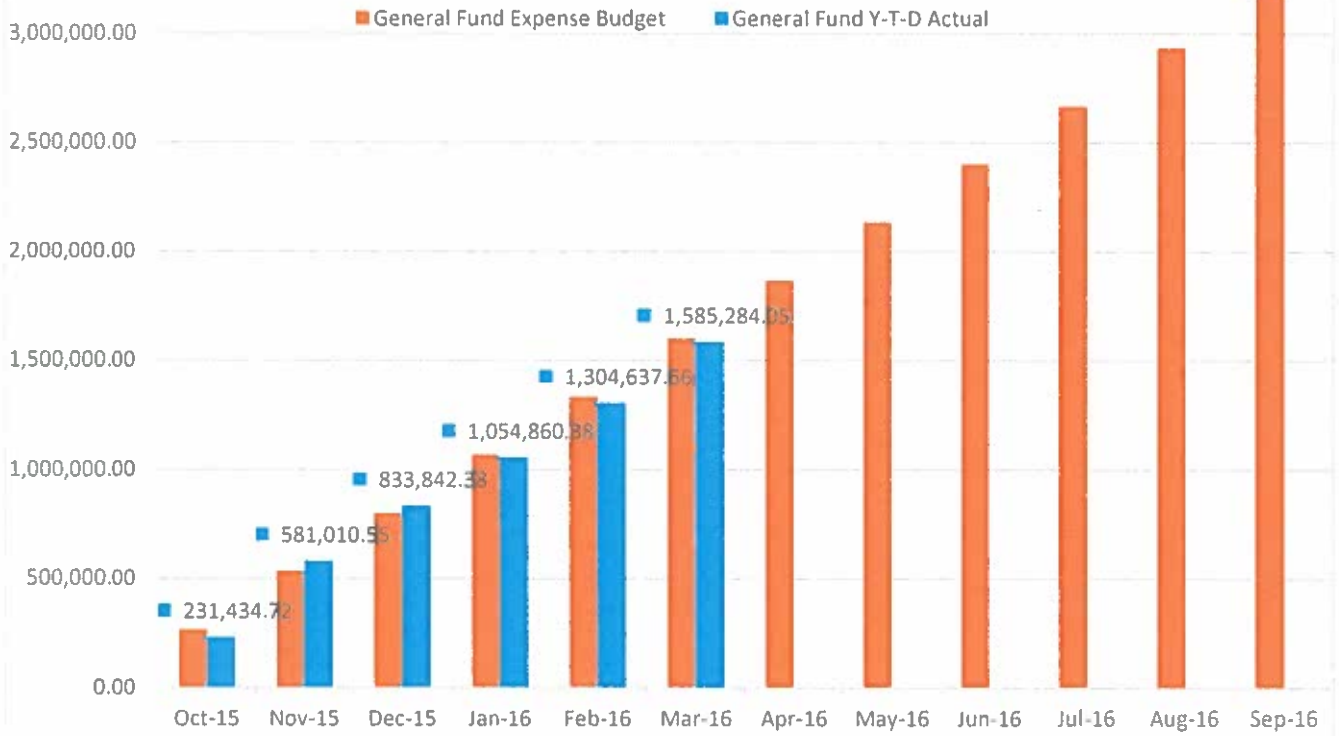
Municipal Court Revenue Comparison Chart



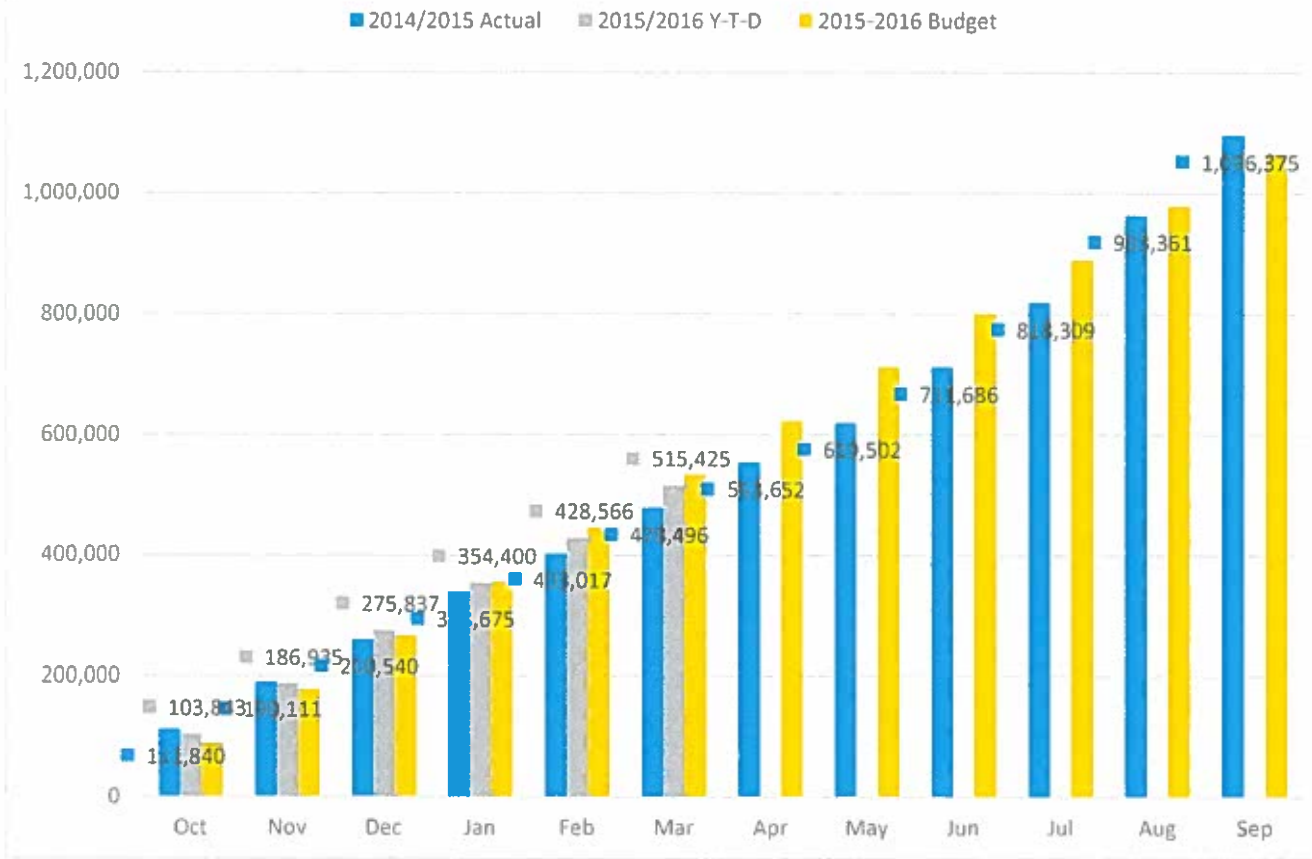
General Fund Revenue Progress Budget Year 10/2015 thru 9/2016



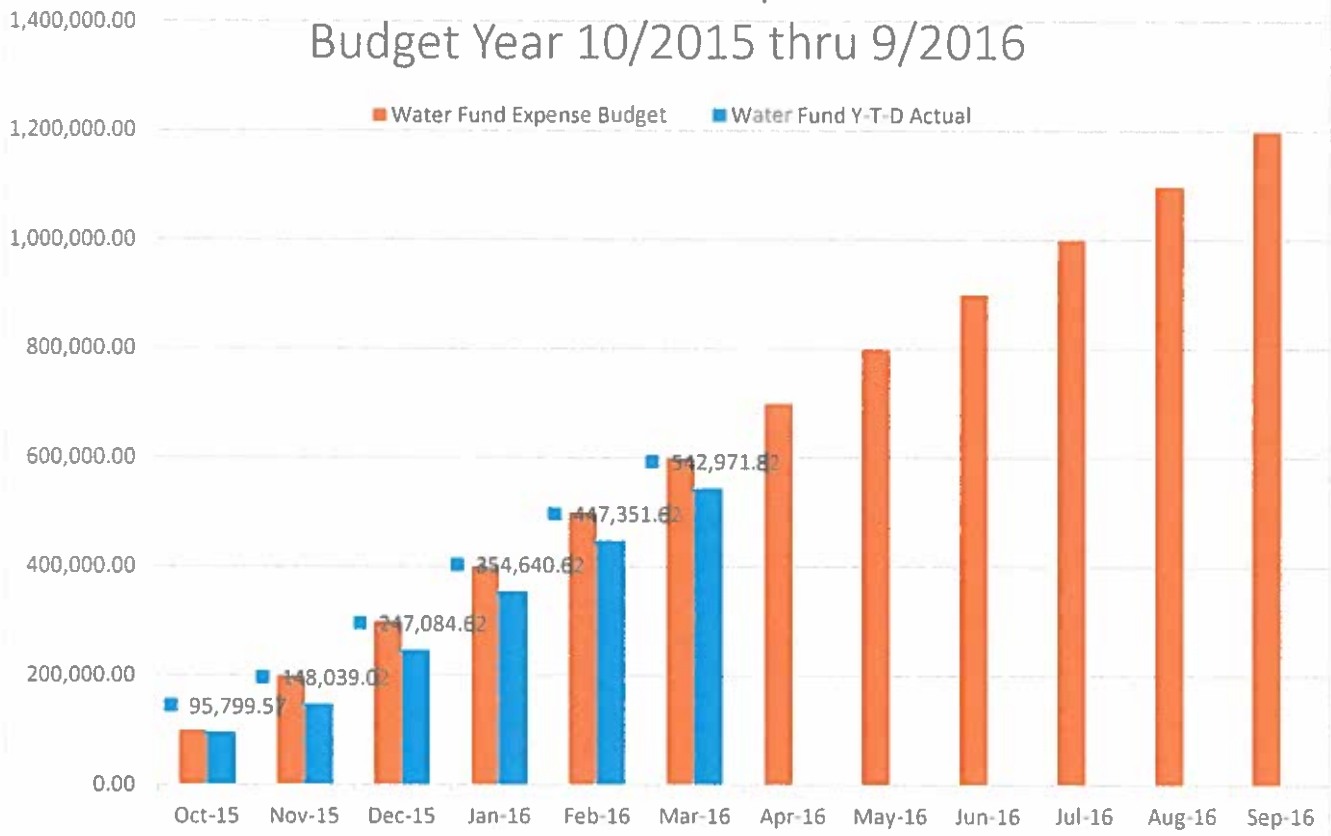
General Fund Expense Budget Year 10/2015 thru 9/2016



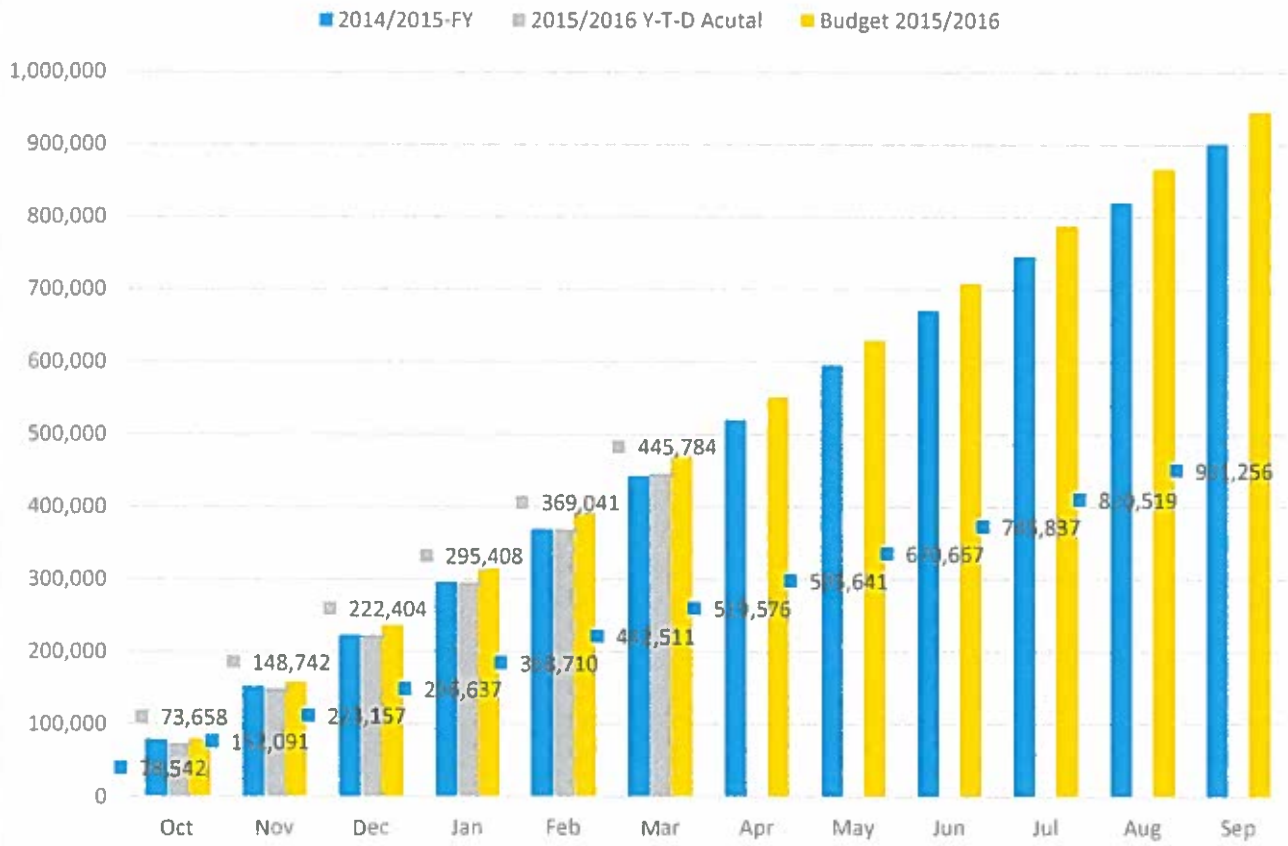
Water Revenue Comparison Chart



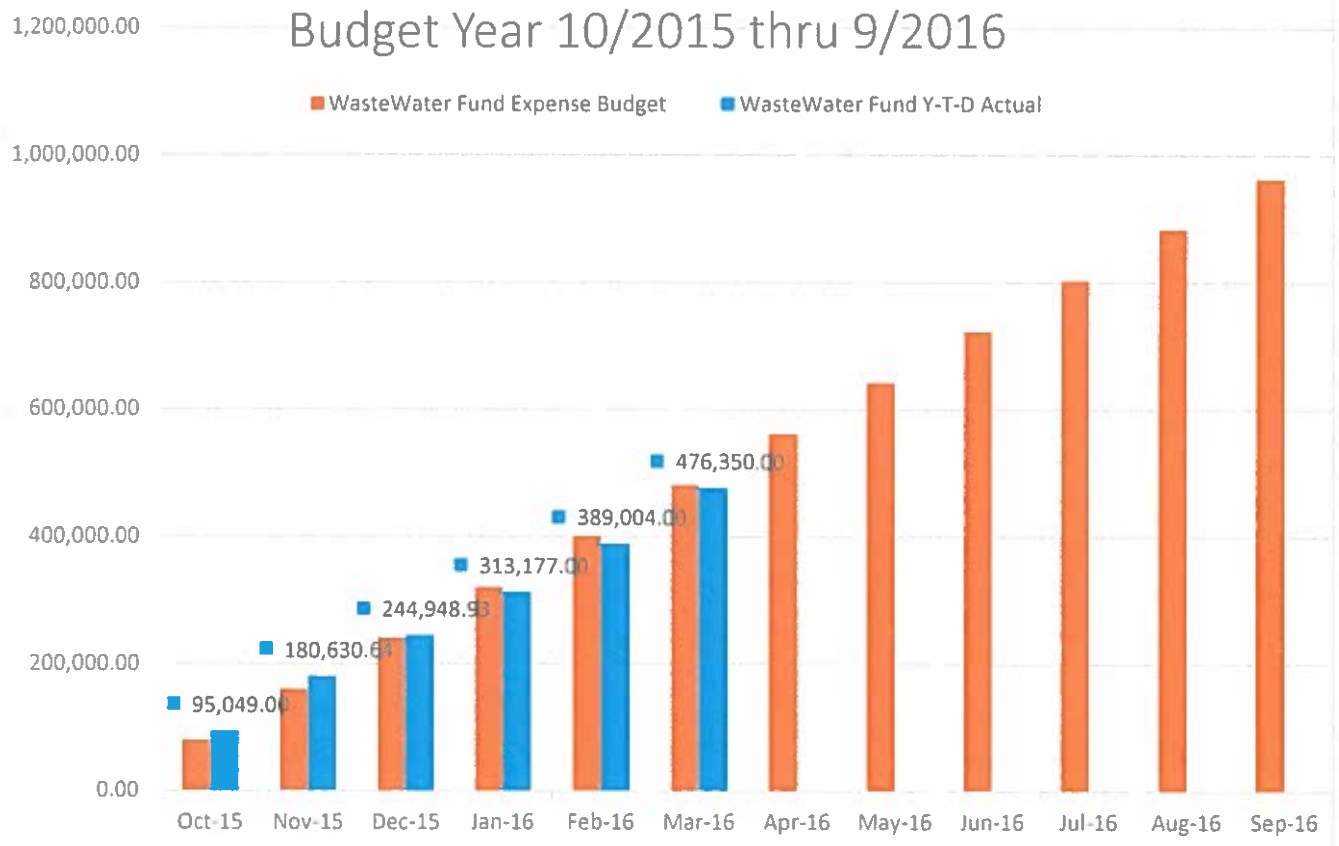
Water Fund Expense Budget Year 10/2015 thru 9/2016



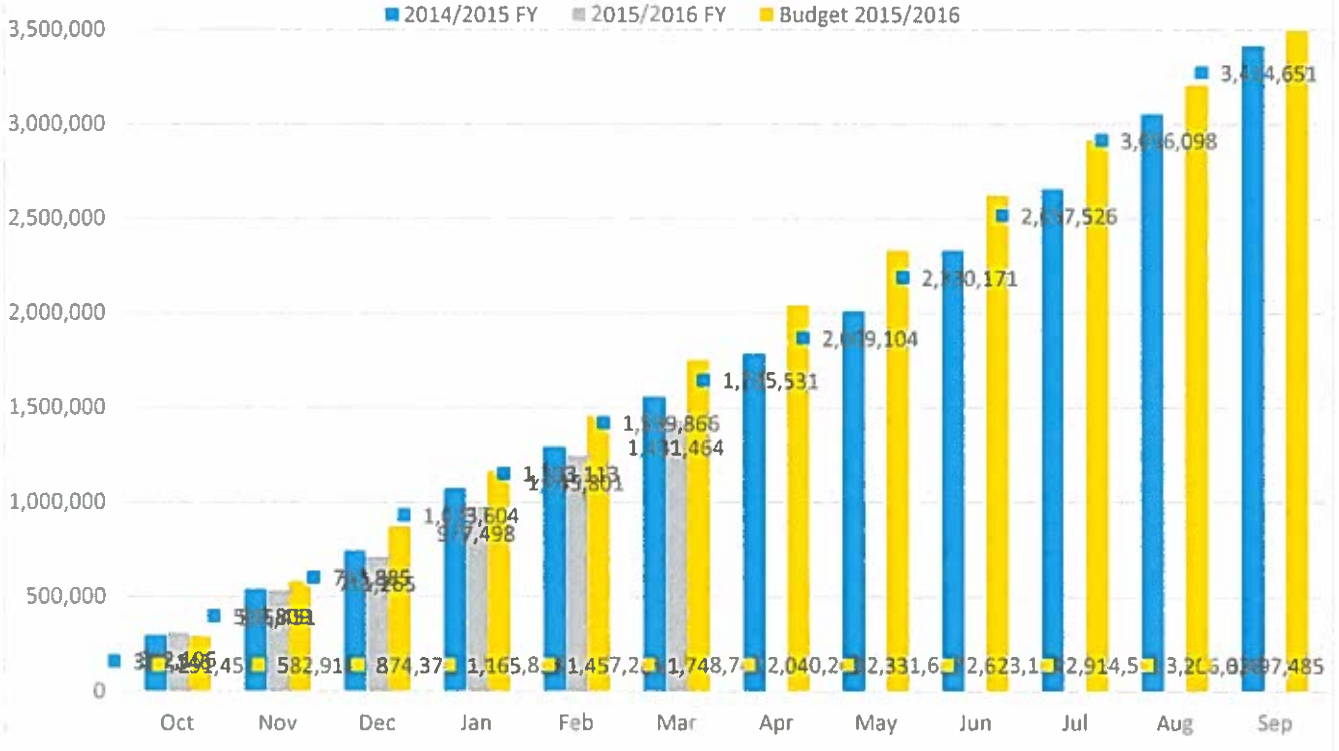
City Sewer Sales Comparison Chart



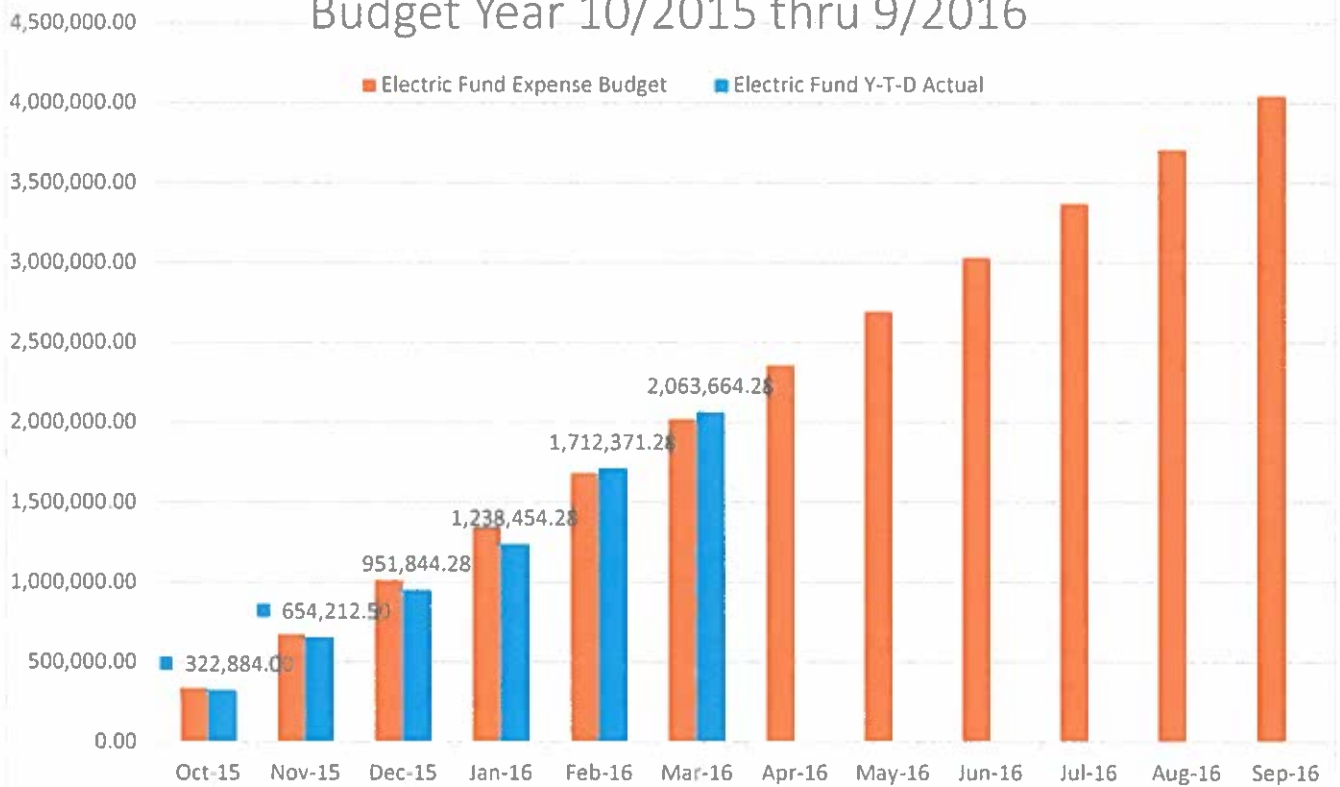
Wastewater Fund Expense Budget Year 10/2015 thru 9/2016



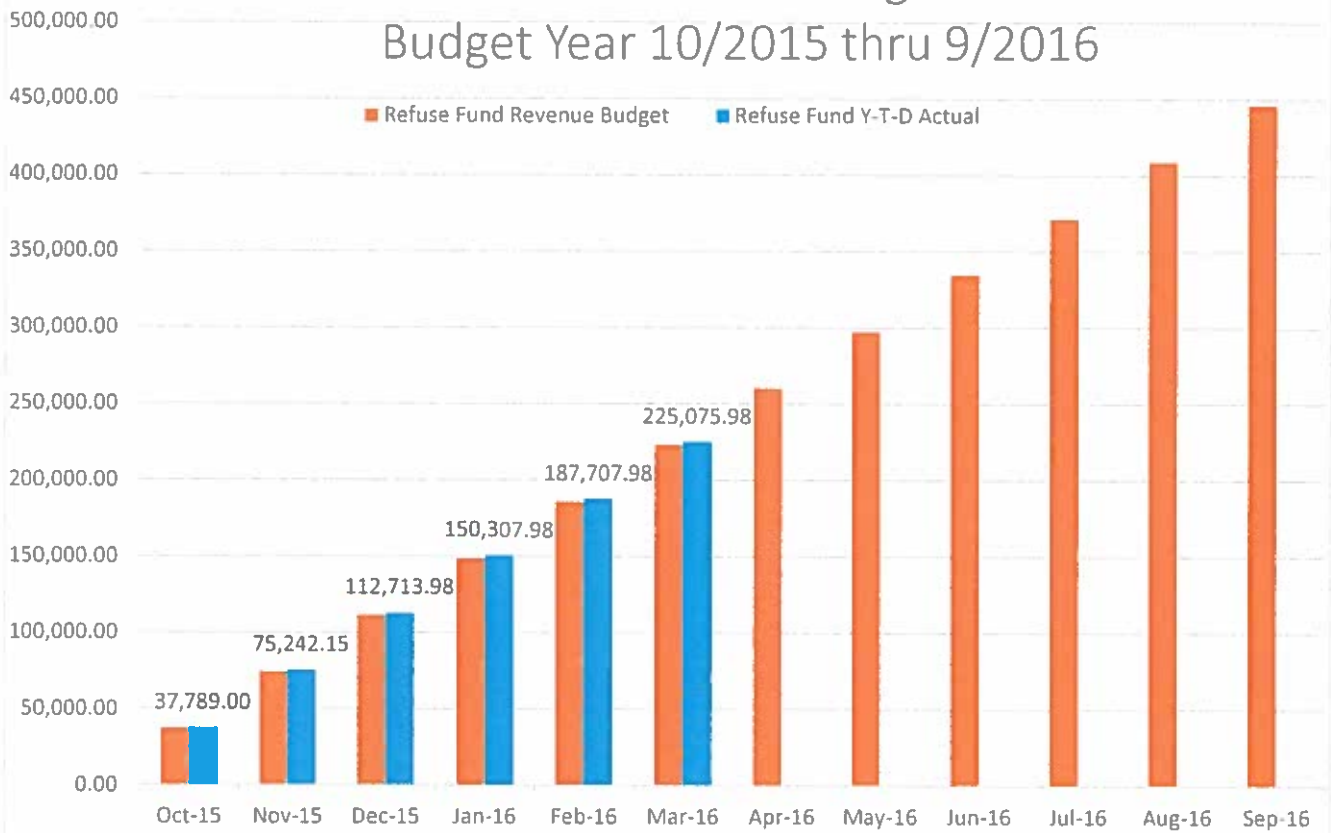
City Electric Sales Comparison Budget Year 10/2015 thru 09-2016



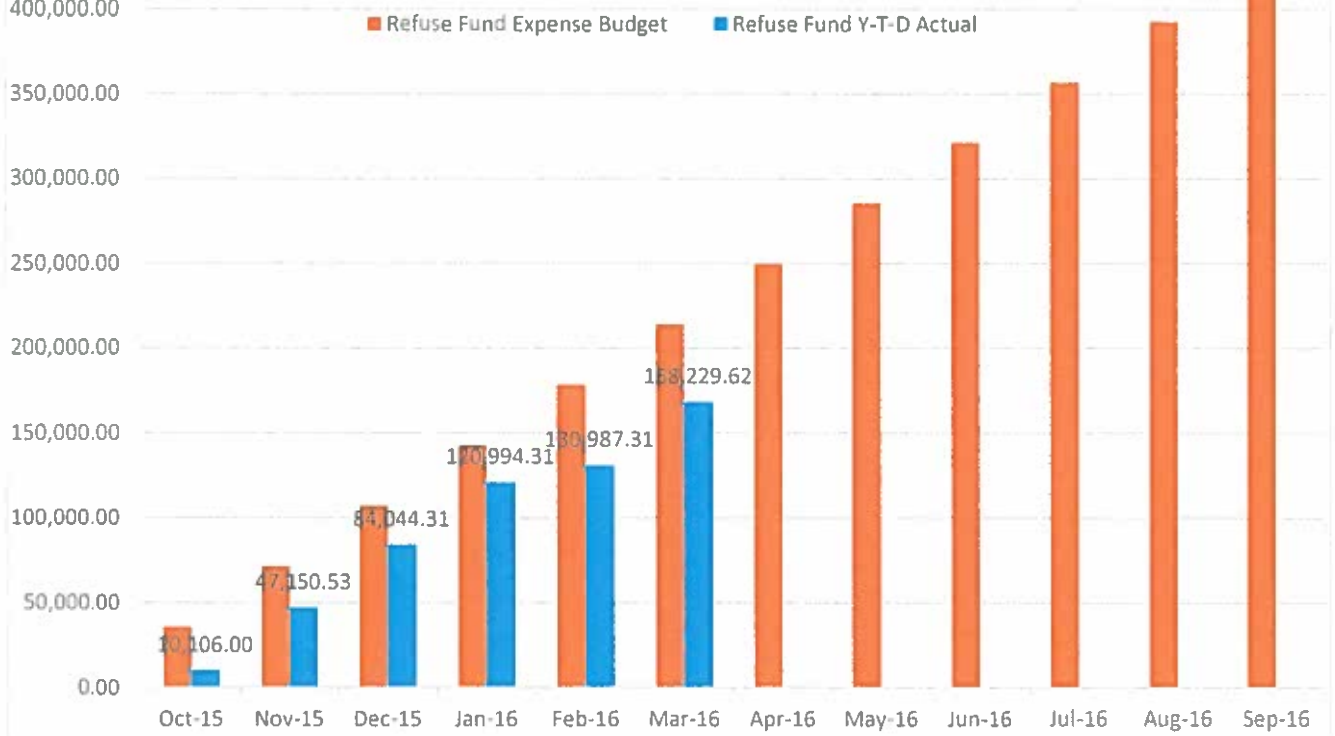
Electric Fund Expense Budget Year 10/2015 thru 9/2016



Refuse Fund Revenue Progress Budget Year 10/2015 thru 9/2016



Refuse Fund Expense Budget Year 10/2015 thru 9/2016



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| 00-REVENUE | 3,201,091 | 199,717.21 | 1,881,360.61 | 3,336.00 | 1,323,066.39 | 58.67 |
| TOTAL REVENUES | 3,201,091 | 199,717.21 | 1,881,360.61 | 3,336.00 | 1,323,066.39 | 58.67 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| 00-TRANSFER OUT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-TRANSFER OUT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11-MAYOR & CITY COUNCIL | | | | | | |
| PERSONNEL SERVICES | 2,040 | 170.00 | 1,020.00 | 0.00 | 1,020.00 | 50.00 |
| CONTRACTS & PROF. SVCS | 150 | 0.00 | 0.00 | 0.00 | 150.00 | 0.00 |
| MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MISCELLANEOUS | 11,225 | 110.19 | 5,809.04 | 0.00 | 5,415.96 | 51.75 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 11-MAYOR & CITY COUNCIL | 13,415 | 280.19 | 6,829.04 | 0.00 | 6,585.96 | 50.91 |
| 12-ADMINISTRATION | | | | | | |
| PERSONNEL SERVICES | 248,896 | 18,465.92 | 125,124.14 | 0.00 | 123,771.86 | 50.27 |
| CONTRACTS & PROF. SVCS | 116,300 | 17,464.88 | 56,424.67 | 0.00 | 59,875.33 | 48.52 |
| MAINTENANCE | 99,335 | 20,181.71 | 47,042.84 | 100.00 | 52,192.16 | 47.46 |
| UTILITIES | 21,550 | 1,775.12 | 9,695.85 | 0.00 | 11,854.15 | 44.99 |
| SUPPLIES | 20,500 | 2,348.05 | 10,522.98 | 0.00 | 9,977.02 | 51.33 |
| MISCELLANEOUS | 67,055 | 12,216.13 | 32,767.74 | 0.00 | 34,287.26 | 48.87 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 11,809.00 | 0.00 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 12-ADMINISTRATION | 573,636 | 72,451.81 | 281,578.22 | 11,909.00 | 280,148.78 | 51.16 |
| 14-MUNICIPAL COURT | | | | | | |
| PERSONNEL SERVICES | 136,246 | 12,979.45 | 66,309.57 | 0.00 | 69,936.43 | 48.67 |
| CONTRACTS & PROF. SVCS | 25,300 | 1,250.00 | 8,737.50 | 0.00 | 16,562.50 | 34.54 |
| MAINTENANCE | 14,175 | 535.40 | 6,006.51 | 100.00 | 8,068.49 | 43.08 |
| UTILITIES | 1,200 | 163.93 | 750.08 | 0.00 | 449.92 | 62.51 |
| SUPPLIES | 11,000 | 364.03 | 2,295.08 | 0.00 | 8,704.92 | 20.86 |
| MISCELLANEOUS | 8,255 | 178.40 | 3,341.49 | 0.00 | 4,913.51 | 40.48 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 14-MUNICIPAL COURT | 196,176 | 15,471.21 | 87,440.23 | 100.00 | 108,635.77 | 44.62 |
| 15-LIBRARY | | | | | | |
| PERSONNEL SERVICES | 120,800 | 10,295.53 | 58,215.83 | 0.00 | 62,584.17 | 48.19 |
| CONTRACTS & PROF. SVCS | 300 | 0.00 | 0.00 | 0.00 | 300.00 | 0.00 |
| MAINTENANCE | 36,760 | 1,118.75 | 15,053.91 | 100.00 | 21,606.09 | 41.22 |
| UTILITIES | 9,750 | 617.44 | 3,853.68 | 0.00 | 5,896.32 | 39.52 |
| SUPPLIES | 3,700 | 47.19 | 1,322.28 | 0.00 | 2,377.72 | 35.74 |
| MISCELLANEOUS | 3,205 | 90.38 | 2,556.16 | 0.00 | 648.84 | 79.76 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>CAPITAL EXPENDITURES</u> | 15,000 | 3,119.94 | 7,445.50 | 0.00 | 7,554.50 | 49.64 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 15-LIBRARY | 189,515 | 15,289.23 | 88,447.36 | 100.00 | 100,967.64 | 46.72 |
| <u>16-CIVIC/CENTER UTILITIES</u> | 16,500 | 909.22 | 4,495.60 | 0.00 | 12,004.40 | 27.25 |
| TOTAL 16-CIVIC/CENTER | 16,500 | 909.22 | 4,495.60 | 0.00 | 12,004.40 | 27.25 |
| <u>21-POLICE DEPT.</u> | 778,733 | 67,518.70 | 362,253.51 | 0.00 | 416,479.49 | 46.52 |
| PERSONNEL SERVICES | 51,642 | 1,392.53 | 28,169.02 | 0.00 | 23,472.98 | 54.55 |
| CONTRACTS & PROF. SVCS | 1,000 | 0.00 | 19.99 | 0.00 | 980.01 | 2.00 |
| MISCELLANEOUS | 93,865 | 5,748.37 | 42,212.61 | 8,386.16 | 43,266.23 | 53.91 |
| MAINTENANCE | 36,580 | 2,879.26 | 14,733.21 | 0.00 | 21,846.79 | 40.28 |
| UTILITIES | 65,600 | 1,929.92 | 22,315.01 | 5,471.96 | 37,813.03 | 42.36 |
| SUPPLIES | 23,500 | 1,154.80 | 14,880.68 | 1,068.04 | 7,551.28 | 67.87 |
| MISCELLANEOUS | 0 | 198.64 | 23,396.17 | 1,858.89 | 25,255.06 | 0.00 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 21-POLICE DEPT. | 1,050,920 | 78,115.34 | 507,980.20 | 16,785.05 | 526,154.75 | 49.93 |
| <u>22-FIRE DEPT.</u> | 180,380 | 15,398.31 | 81,197.07 | 0.00 | 99,182.93 | 45.01 |
| PERSONNEL SERVICES | 43,315 | 0.00 | 20,261.60 | 0.00 | 23,053.40 | 46.78 |
| CONTRACTS & PROF. SVCS | 1,500 | 0.00 | 522.24 | 0.00 | 977.76 | 34.82 |
| MISCELLANEOUS | 46,767 | 1,893.65 | 14,582.81 | 1,739.72 | 30,444.47 | 34.90 |
| MAINTENANCE | 1,500 | 195.98 | 1,291.68 | 0.00 | 208.32 | 86.11 |
| UTILITIES | 40,500 | 743.46 | 19,160.18 | 628.50 | 20,711.32 | 48.86 |
| SUPPLIES | 13,500 | 0.00 | 7,170.85 | 0.00 | 6,329.15 | 53.12 |
| MISCELLANEOUS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 22-FIRE DEPT. | 327,462 | 18,231.40 | 144,186.43 | 2,368.22 | 180,907.35 | 44.75 |
| <u>34-STREET SYSTEM</u> | 133,557 | 10,558.81 | 65,325.12 | 0.00 | 68,231.88 | 48.91 |
| PERSONNEL SERVICES | 7,300 | 0.00 | 4,500.00 | 0.00 | 2,800.00 | 61.64 |
| CONTRACTS & PROF. SVCS | 74,000 | 15,999.24 | 61,086.03 | 0.00 | 12,913.97 | 82.55 |
| MISCELLANEOUS | 6,500 | 0.00 | 5,920.06 | 0.00 | 5,907.94 | 9.11 |
| MAINTENANCE | 8,950 | 736.19 | 4,163.06 | 0.00 | 4,786.94 | 46.51 |
| UTILITIES | 11,500 | 487.42 | 3,036.06 | 0.00 | 8,463.94 | 26.40 |
| SUPPLIES | 1,500 | 129.60 | 403.68 | 0.00 | 1,096.32 | 26.91 |
| MISCELLANEOUS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 34-STREET SYSTEM | 243,307 | 27,911.26 | 139,106.01 | 0.00 | 104,200.99 | 57.17 |
| <u>60-PUBLIC WORKS BLDG</u> | 61,157 | 9,664.14 | 53,683.28 | 0.00 | 7,473.72 | 87.78 |
| PERSONNEL SERVICES | 13,500 | 0.00 | 1,257.90 | 0.00 | 12,242.10 | 9.32 |
| CONTRACTS & PROF. SVCS | 26,999 | 1,487.76 | 36,882.78 | 1,660.65 | 11,544.43 | 142.76 |
| MISCELLANEOUS | 2,500 | 0.00 | 2,247.07 | 2,001.00 | 1,748.07 | 169.92 |
| MAINTENANCE | 17,985 | 1,574.68 | 6,572.19 | 0.00 | 11,412.81 | 36.54 |
| UTILITIES | 2,000 | 0.00 | 143.48 | 0.00 | 1,856.52 | 7.17 |
| SUPPLIES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND
FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| % OF YEAR COMPLETED: 50.00 | | | | | | |
| MISCELLANEOUS | 150 | 0.00 | 0.00 | 0.00 | 150.00 | 0.00 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 60-PUBLIC WORKS BLDG | 124,291 | 12,726.58 | 100,786.70 | 3,661.65 | 19,842.65 | 84.04 |
| 39-PARKS | | | | | | |
| PERSONNEL SERVICES | 77,455 | 1,828.26 | 23,282.60 | 0.00 | 54,172.40 | 30.06 |
| CONTRACTS & PROF. SVCS | 81,250 | 592.00 | 33,713.04 | 0.00 | 47,536.96 | 41.49 |
| MISCELLANEOUS | 20,000 | 0.00 | 8,437.56 | 0.00 | 11,562.44 | 42.19 |
| MAINTENANCE | 16,500 | 0.00 | 6,059.20 | 0.00 | 10,440.80 | 36.72 |
| UTILITIES | 77,850 | 3,079.33 | 15,636.00 | 0.00 | 62,214.00 | 20.08 |
| SUPPLIES | 11,000 | 0.00 | 1,222.14 | 0.00 | 9,777.86 | 11.11 |
| MISCELLANEOUS | 1,000 | 0.00 | 689.52 | 0.00 | 310.48 | 68.95 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 3,000.00 | 0.00 | 3,000.00 | 0.00 |
| TOTAL 39-PARKS | 285,055 | 5,499.59 | 92,040.06 | 0.00 | 193,014.94 | 32.29 |
| 71-DEBT SERVICE | | | | | | |
| DEBT SERVICE | 180,815 | 33,760.56 | 132,525.33 | 0.00 | 48,289.67 | 73.29 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 71-DEBT SERVICE | 180,815 | 33,760.56 | 132,525.33 | 0.00 | 48,289.67 | 73.29 |
| TOTAL EXPENDITURES | 3,201,092 | 280,646.39 | 1,585,415.18 | 34,923.92 | 1,580,752.90 | 50.62 |
| REVENUE OVER/(UNDER) EXPENDITURES | (| 1)(| 295,945.43 | (| 257,686.51) | 8,551.00- |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
| 00-REVENUE | | | | | | |
| 100.00.5711.000 AD VALOREM TAX | 598,968 | 23,454.54 | 605,177.57 | 0.00 (| 6,209.57) | 101.04 |
| 100.00.5712.000 CC CONV FEE COURT | 0 | 0.00 | 0.00 | 0.00 (| 0.00 | 0.00 |
| 100.00.5713.000 DEL. TAX, PEN. & INT. | 10,000 | 1,168.04 | 16,102.86 | 0.00 (| 6,102.86) | 161.03 |
| 100.00.5714.000 CC CONV FEE UTILITY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5715.000 TIRZ | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5721.000 SALES TAX | 446,250 | 33,522.47 | 230,451.18 | 0.00 | 215,798.82 | 51.64 |
| 100.00.5722.000 BEVERAGE TAX | 2,600 | 0.00 | 1,077.88 | 0.00 | 1,522.12 | 41.46 |
| 100.00.5730.000 FRANCHISE FEES - GARBAGE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5731.000 FRANCHISE FEES - GAS | 30,000 | 0.00 | 34,876.70 | 0.00 (| 4,876.70) | 116.26 |
| 100.00.5732.000 SKYBEAM | 58,320 | 4,860.00 | 29,188.14 | 0.00 | 29,131.86 | 50.05 |
| 100.00.5733.000 ELEC. FUND FRANCHISE FEE | 6,500 | 0.00 | 5,110.09 | 0.00 | 1,389.91 | 78.62 |
| 100.00.5734.000 FRANCHISE FEES - TELE. | 4,500 | 8.73 | 3,888.19 | 0.00 | 611.81 | 86.40 |
| 100.00.5735.000 FRANCHISE FEES - CABLE | 13,000 | 0.00 | 6,265.93 | 0.00 | 6,734.07 | 48.20 |
| 100.00.5736.000 FRANCHISE FEES - OTHER | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5741.000 PERMITS & INSPECTIONS | 36,750 | 3,132.50 | 8,231.60 | 0.00 | 28,518.40 | 22.40 |
| 100.00.5742.000 PLANNING & ZONING FEES | 2,000 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 100.00.5743.000 FEES | 100 | 0.00 | 40.00 | 0.00 | 60.00 | 40.00 |
| 100.00.5744.000 PENALTIES | 150,000 | 11,836.73 | 47,969.56 | 0.00 | 102,030.44 | 31.98 |
| 100.00.5745.000 CNTY FIRE RUNS | 110,997 | 0.00 | 55,713.83 | 0.00 | 55,283.17 | 50.19 |
| 100.00.5746.000 UNION SHED RENTAL | 1,000 | 200.00 | 500.00 | 0.00 | 500.00 | 50.00 |
| 100.00.5747.000 COUNTY LIBRARY FUND | 0 | 0.00 | 7,981.02 | 0.00 (| 7,981.02) | 0.00 |
| 100.00.5748.000 MICRO CHIP PROGRAM | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5749.000 MUN. CT. BLDG. SECURITY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5750.000 MAIN STREET EVENTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5751.000 MUN. CT. TECHNOLOGY FUND | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5754.000 GRANT PROCEEDS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5758.000 T-MOBLIE LEASE | 16,747 | 1,395.64 | 8,373.84 | 0.00 | 8,373.16 | 50.00 |
| 100.00.5759.000 GAMING MACHINE LICENSE | 255 | 0.00 | 205.00 | 0.00 | 50.00 | 80.39 |
| 100.00.5760.000 SRO SUPPORT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5762.000 INTEREST EARNED | 600 | 286.23 | 1,050.17 | 0.00 (| 450.17) | 175.03 |
| 100.00.5763.000 FEDC 4A STAFF SUPPORT | 600 | 0.00 | 0.00 | 0.00 | 600.00 | 0.00 |
| 100.00.5764.000 FCDC IMPROVEMENTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5765.000 RENT E. TX. MED CTR. | 12,000 | 1,000.00 | 11,000.00 | 0.00 | 1,000.00 | 91.67 |
| 100.00.5766.000 FEDC IMPROVEMENT FUND | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5767.000 OTHER REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5768.000 S W BELL LEASE | 7,200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5769.000 OTHER INCOME | 25,000 | 504.84 | 1,664.16 | 0.00 | 5,535.84 | 23.11 |
| 100.00.5770.000 C.C. CHILD SAFETY | 0 | 0.00 | 4,690.45 | 0.00 | 20,309.55 | 18.76 |
| 100.00.5771.000 ATHLETIC COMPLEX | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5772.000 PUBLIC WORKS REVENUE | 0 | 0.00 | 276.00 | 0.00 (| 276.00) | 0.00 |
| 100.00.5773.000 REVENUE RESCUE | 0 | 0.00 | 1,048.00 | 0.00 (| 1,048.00) | 0.00 |
| 100.00.5774.000 ALARM FEE | 700 | 125.00 | 425.00 | 0.00 | 275.00 | 60.71 |
| 100.00.5775.000 TEXAS FOREST SERVICE GRA | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5776.000 LIBRARY GRANT | 0 | 0.00 | 5,000.00 | 3,336.00 (| 1,664.00) | 0.00 |
| 100.00.5777.000 BRICK CAMPAIGN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5778.000 PARK DEDICATION FEE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5790.000 COURT EOY CORRECTION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|----------------|----------------|---------------------|------------------|----------------|--------------|
| 100.00.5791.000 4B SUPPORT REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5792.000 ADM.SUPPORT CHARGES | 20,710 | 1,725.83 | 10,354.98 | 0.00 | 10,355.02 | 50.00 |
| 100.00.5793.000 RENT RECEIVED | 3,600 | 300.00 | 1,800.00 | 0.00 | 1,800.00 | 50.00 |
| 100.00.5794.000 CIVIC RENT | 5,500 | 450.00 | 3,827.50 | 0.00 | 1,672.50 | 69.59 |
| 100.00.5795.000 4B SALARY | 61,951 | 0.00 | 61,591.00 | 0.00 | 360.00 | 99.42 |
| 100.00.5796.000 KCS RAILWAY MOWING | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5797.000 MARKETING | 24,000 | 0.00 | 23,000.00 | 0.00 | 1,000.00 | 95.83 |
| 100.00.5798.000 STEP PROGRAM | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5799.000 CAPITAL LEASE REFUNDING | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5939.000 FORESTRY SVC GRANT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5991.000 TRANSFERS IN-OTHER FUNDS | 1,388,960 | 115,746.66 | 694,479.96 | 0.00 | 694,480.04 | 50.00 |
| 100.00.5992.000 SALE OF FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5994.000 LEASE PURCHASE PROCEEDS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5995.000 TRANSFERS-RESERVE | 162,283 | 0.00 | 0.00 | 0.00 | 162,283.00 | 0.00 |
| 100.00.5998.000 TRANS. IN- GEN.FND.SURPLU | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.00.5999.000 TRANS. IN-PARK IMP.SURPLU | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-REVENUE | 3,201,091 | 199,717.21 | 1,881,360.61 | 3,336.00 | 1,323,066.39 | 58.67 |

TOTAL REVENUE

| | | | | | |
|-----------|------------|--------------|----------|--------------|-------|
| 3,201,091 | 199,717.21 | 1,881,360.61 | 3,336.00 | 1,323,066.39 | 58.67 |
|-----------|------------|--------------|----------|--------------|-------|

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| 00-REVENUE | 1,067,403 | 86,859.54 | 515,427.74 | 0.00 | 551,975.26 | 48.29 |
| TOTAL REVENUES | 1,067,403 | 86,859.54 | 515,427.74 | 0.00 | 551,975.26 | 48.29 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| 00-TRANSFER OUT | | | | | | |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-TRANSFER OUT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 12-ADMINISTRATION | | | | | | |
| PERSONNEL SERVICES | 67,366 | 5,884.73 | 33,695.61 | 0.00 | 33,670.39 | 50.02 |
| CONTRACTS & PROF. SVCS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MAINTENANCE | 21,278 | 776.31 | 11,110.57 | 100.00 | 10,067.43 | 52.69 |
| UTILITIES | 5,640 | 457.08 | 4,992.74 | 0.00 | 4,647.26 | 17.60 |
| SUPPLIES | 1,000 | 0.00 | 65.50 | 74.93 | 859.57 | 14.04 |
| MISCELLANEOUS | 7,750 | 2,413.11 | 5,173.16 | 0.00 | 2,576.84 | 66.75 |
| TOTAL 12-ADMINISTRATION | 103,734 | 9,531.23 | 51,037.58 | 174.93 | 52,521.49 | 49.37 |
| 52-STORM WATER SYSTEM | | | | | | |
| PERSONNEL SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CONTRACTS & PROF. SVCS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MISCELLANEOUS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| UTILITIES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SUPPLIES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MISCELLANEOUS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 52-STORM WATER SYSTEM | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 35-WATER DEPT. | | | | | | |
| PERSONNEL SERVICES | 91,536 | 17,820.83 | 100,288.62 | 0.00 | 8,752.62 | 109.56 |
| CONTRACTS & PROF. SVCS | 64,655 | 1,562.91 | 22,848.24 | 0.00 | 41,806.76 | 35.34 |
| MISCELLANEOUS | 122,000 | 257.14 | 14,230.01 | 1,059.00 | 106,710.99 | 12.53 |
| MAINTENANCE | 5,000 | 32.75 | 4,593.40 | 0.00 | 406.60 | 91.87 |
| UTILITIES | 26,550 | 2,289.21 | 11,199.29 | 0.00 | 15,350.71 | 42.18 |
| SUPPLIES | 653,519 | 53,969.97 | 270,649.15 | 0.00 | 382,869.85 | 41.41 |
| MISCELLANEOUS | 9,000 | 0.00 | 7,189.21 | 0.00 | 1,810.79 | 79.88 |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRANSFERS | 121,874 | 10,156.16 | 60,936.96 | 0.00 | 60,937.04 | 50.00 |
| TOTAL 35-WATER DEPT. | 1,094,134 | 86,088.97 | 491,934.88 | 1,059.00 | 601,140.12 | 45.06 |
| TOTAL EXPENDITURES | 1,197,868 | 95,620.20 | 542,972.46 | 1,233.93 | 653,661.61 | 45.43 |
| REVENUE OVER/(UNDER) EXPENDITURES | (130,465) | 8,760.66 | 27,544.72 | 1,233.93 | 101,686.35 | 22.06 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

700-WATER FUND

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
| 00-REVENUE | | | | | | |
| 700.00.5714.000 CC CONV. FEE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 700.00.5743.000 CONNECT FEE | 3,500 | 210.00 | 1,005.00 | 0.00 | 2,495.00 | 28.71 |
| 700.00.5744.000 PENALTIES | 13,000 | 938.04 | 6,771.36 | 0.00 | 6,228.64 | 52.09 |
| 700.00.5745.000 AGREEMENTS AND CONTRACTS | 114,000 | 15,083.04 | 68,946.49 | 0.00 | 45,053.51 | 60.48 |
| 700.00.5746.000 IMPACT FEE | 4,055 | 0.00 | 0.00 | 0.00 | 4,055.00 | 0.00 |
| 700.00.5751.000 CITY WATER SALES | 930,898 | 70,424.52 | 437,793.89 | 0.00 | 493,104.11 | 47.03 |
| 700.00.5753.000 WATER TAP FEES | 1,200 | 0.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 700.00.5762.000 INTEREST EARNED | 1,750 | 203.94 | 856.00 | 0.00 | 106.00 | 114.13 |
| 700.00.5767.000 OTHER REVENUE | 0 | 0.00 | 55.00 | 0.00 | 55.00 | 0.00 |
| 700.00.5769.000 OTHER REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 700.00.5993.000 TRANSFER IN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-REVENUE | 1,067,403 | 86,859.54 | 515,427.74 | 0.00 | 551,975.26 | 48.29 |
| TOTAL REVENUE | 1,067,403 | 86,859.54 | 515,427.74 | 0.00 | 551,975.26 | 48.29 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| 00-REVENUE | 963,150 | 78,860.55 | 455,840.36 | 0.00 | 507,309.64 | 47.33 |
| TOTAL REVENUES | 963,150 | 78,860.55 | 455,840.36 | 0.00 | 507,309.64 | 47.33 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| 12-ADMINISTRATION | | | | | | |
| PERSONNEL SERVICES | 42,346 | 2,025.97 | 8,732.36 | 0.00 | 33,613.64 | 20.62 |
| TOTAL 12-ADMINISTRATION | 42,346 | 2,025.97 | 8,732.36 | 0.00 | 33,613.64 | 20.62 |
| 36-WASTEWATER SYSTEM | | | | | | |
| PERSONNEL SERVICES | 198,169 | 15,213.90 | 52,957.55 | 0.00 | 145,211.45 | 26.72 |
| CONTRACTS & PROF. SVCS | 17,140 | 4,652.08 | 12,072.12 | 0.00 | 5,067.88 | 70.43 |
| MISCELLANEOUS | 17,500 | 14,580.13 | 29,690.24 | 9,504.00 (| 21,694.24) | 223.97 |
| MAINTENANCE | 358,780 | 28,417.00 | 238,219.69 | 0.00 | 120,560.31 | 66.40 |
| UTILITIES | 10,750 | 929.60 | 5,673.20 | 0.00 | 5,076.80 | 52.77 |
| SUPPLIES | 6,000 | 446.97 | 2,724.44 | 0.00 | 3,275.56 | 45.41 |
| MISCELLANEOUS | 9,685 | 16.00 (| 108.84) | 0.00 | 9,793.84 | 1.12- |
| DEBT SERVICE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CAPITAL EXPENDITURES | 50,000 | 0.00 | 0.00 | 485.00 | 49,515.00 | 0.97 |
| TRANSFERS | 252,780 | 21,065.00 | 126,390.00 | 0.00 | 126,390.00 | 50.00 |
| TOTAL 36-WASTEWATER SYSTEM | 920,804 | 85,320.68 | 467,618.40 | 9,989.00 | 443,196.60 | 51.87 |
| TOTAL EXPENDITURES | 963,150 | 87,346.65 | 476,350.76 | 9,989.00 | 476,810.24 | 50.49 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 (| 8,486.10) (| 20,510.40) (| 9,989.00) | 30,499.40 | 0.00 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

705-WASTEWATER

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
| 00-REVENUE | | | | | | |
| 705.00.5741.000 SEWER SALES | 944,970 | 76,742.79 | 445,785.66 | 0.00 | 499,184.34 | 47.17 |
| 705.00.5743.000 FEES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 705.00.5744.000 PENALTIES | 16,880 | 1,258.24 | 8,194.49 | 0.00 | 8,685.51 | 48.55 |
| 705.00.5745.000 AGREEMENTS AND CONTRACTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 705.00.5746.000 IMPACT FEE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 705.00.5753.000 SEWER TAP FEE | 1,300 | 650.00 | 1,050.00 | 0.00 | 250.00 | 80.77 |
| 705.00.5762.000 INTEREST EARNED | 0 | 209.52 | 810.21 | 0.00 | 810.21 | 0.00 |
| 705.00.5767.000 OTHER REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 705.00.5768.000 SEWER BACKUP SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 705.00.5995.000 TRANSFER IN RESERVES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-REVENUE | 963,150 | 78,860.55 | 455,840.36 | 0.00 | 507,309.64 | 47.33 |
| TOTAL REVENUE | 963,150 | 78,860.55 | 455,840.36 | 0.00 | 507,309.64 | 47.33 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

715-ELECTRIC FUND

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
| 00-REVENUE | | | | | | |
| 715.00.5743.000 FEES | 6,500 | 1,135.00 | 4,667.50 | 0.00 | 1,832.50 | 71.81 |
| 715.00.5744.000 PENALTIES | 46,500 | 3,858.14 | 25,788.41 | 0.00 | 20,711.59 | 55.46 |
| 715.00.5745.000 AGREEMENTS AND CONTRACTS | 0 | 0.00 | 20.67 | 0.00 | 20.67 | 0.00 |
| 715.00.5751.000 ELECTRICITY SALES | 3,497,485 | 185,663.23 | 1,431,466.08 | 0.00 | 2,066,018.92 | 40.93 |
| 715.00.5755.000 SURCHARGE | 150,000 | 9,020.86 | 60,323.34 | 0.00 | 89,676.66 | 40.22 |
| 715.00.5757.000 PCA (POWER COST ADJ) | 341,000 | 46,816.36 | 145,210.27 | 0.00 | 195,789.73 | 42.58 |
| 715.00.5762.000 INTEREST | 250 | 136.59 | 528.38 | 0.00 | 278.38 | 211.35 |
| 715.00.5767.000 OTHER REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 715.00.5799.000 4A SUPPORT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 715.00.5995.000 TRANSFER IN ELEC NOTE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 715.00.5998.000 TRANSFER IN RESERVES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-REVENUE | 4,041,735 | 246,630.18 | 1,668,004.65 | 0.00 | 2,373,730.35 | 41.27 |
| TOTAL REVENUE | 4,041,735 | 246,630.18 | 1,668,004.65 | 0.00 | 2,373,730.35 | 41.27 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| 00-REVENUE | 4,041,735 | 246,630.18 | 1,668,004.65 | 0.00 | 2,373,730.35 | 41.27 |
| TOTAL REVENUES | 4,041,735 | 246,630.18 | 1,668,004.65 | 0.00 | 2,373,730.35 | 41.27 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| 12-ADMINISTRATION | | | | | | |
| PERSONNEL SERVICES | 55,484 | 6,075.72 | 26,089.34 | 0.00 | 29,394.66 | 47.02 |
| TOTAL 12-ADMINISTRATION | 55,484 | 6,075.72 | 26,089.34 | 0.00 | 29,394.66 | 47.02 |
| 37-ELECTRIC DEPT. | | | | | | |
| PERSONNEL SERVICES | 407,806 | 48,301.63 | 225,639.93 | 0.00 | 182,166.07 | 55.33 |
| CONTRACTS & PROF. SVCS | 69,600 | 4,263.77 | 30,456.29 | 0.00 | 39,143.71 | 43.76 |
| MISCELLANEOUS | 139,500 | 23,749.52 | 67,507.97 | 1,450.00 | 70,542.03 | 49.43 |
| MAINTENANCE | 17,658 | 2,200.05 | 13,170.23 | 100.00 | 4,387.77 | 75.15 |
| UTILITIES | 9,560 | 1,008.09 | 5,200.28 | 0.00 | 4,359.72 | 54.40 |
| SUPPLIES | 2,037,882 | 144,280.95 | 919,081.62 | 0.00 | 1,118,800.38 | 45.10 |
| MISCELLANEOUS | 15,400 | 690.68 | 6,611.22 | 0.00 | 8,788.78 | 42.93 |
| DEBT SERVICE | 131,170 | 0.00 | 128,803.50 | 0.00 | 2,366.50 | 98.20 |
| CAPITAL EXPENDITURES | 219,069 | 42,456.00 | 175,582.87 | 69,583.92 | 26,097.79 | 111.91 |
| TRANSFERS | 939,206 | 78,267.16 | 469,602.96 | 0.00 | 469,603.04 | 50.00 |
| TOTAL 37-ELECTRIC DEPT. | 3,986,851 | 345,217.85 | 2,041,656.87 | 71,133.92 | 1,874,060.21 | 52.99 |
| TOTAL EXPENDITURES | 4,042,335 | 351,293.57 | 2,067,746.21 | 71,133.92 | 1,903,454.87 | 52.91 |
| REVENUE OVER/(UNDER) EXPENDITURES | (600) | 104,663.39 | 399,741.56 | 71,133.92 | 470,275.48 | 8,479.25 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|----------------|----------------|---------------------|------------------|----------------|--------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| 00-REVENUE | 445,727 | 37,368.34 | 225,077.34 | 0.00 | 220,649.66 | 50.50 |
| TOTAL REVENUES | 445,727 | 37,368.34 | 225,077.34 | 0.00 | 220,649.66 | 50.50 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| 32-REFUSE DEPT. | | | | | | |
| PERSONNEL SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CONTRACTS & PROP. SVCS | 345,655 | 30,783.98 | 129,520.52 | 0.00 | 216,134.48 | 37.47 |
| MISCELLANEOUS | 75,100 | 6,258.33 | 37,549.98 | 0.00 | 37,550.02 | 50.00 |
| MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| UTILITIES | 2,400 | 200.00 | 1,200.00 | 0.00 | 1,200.00 | 50.00 |
| MISCELLANEOUS | 5,000 | 0.00 (| 40.44) | 0.00 | 5,040.44 | 0.81- |
| CAPITAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TRANSFERS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 32-REFUSE DEPT. | 428,155 | 37,242.31 | 168,230.06 | 0.00 | 259,924.94 | 39.29 |
| 35-WATER DEPT. | | | | | | |
| SUPPLIES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 35-WATER DEPT. | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 428,155 | 37,242.31 | 168,230.06 | 0.00 | 259,924.94 | 39.29 |
| REVENUE OVER/(UNDER) EXPENDITURES | 17,572 | 126.03 | 56,847.28 | 0.00 (| 39,275.28) | 323.51 |

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

720-REFUSE FUND

% OF YEAR COMPLETED: 50.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
| 00-REVENUE | | | | | | |
| 720.00.5743.000 FEES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 720.00.5744.000 PENALTIES | 7,500 | 489.69 | 3,153.80 | 0.00 | 4,346.20 | 42.05 |
| 720.00.5745.000 AGREEMENTS AND CONTRACTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 720.00.5751.000 RESIDENTIAL TRASH COLL | 255,192 | 21,491.47 | 128,718.74 | 0.00 | 126,473.26 | 50.44 |
| 720.00.5752.000 COMMERCIAL TRASH COLLECT | 182,670 | 15,334.16 | 92,891.37 | 0.00 | 89,778.63 | 50.85 |
| 720.00.5755.000 RECYCLE | 140 | 17.50 | 106.05 | 0.00 | 33.95 | 75.75 |
| 720.00.5762.000 INTEREST EARNED | 125 | 35.52 | 137.38 | 0.00 | 12.38 | 109.90 |
| 720.00.5767.000 OTHER REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 720.00.5768.000 BRUSH AND CHIPPING AND P | 100 | 0.00 | 70.00 | 0.00 | 30.00 | 70.00 |
| 720.00.5770.000 HHW | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 00-REVENUE | 445,727 | 37,368.34 | 225,077.34 | 0.00 | 220,649.66 | 50.50 |
| TOTAL REVENUE | 445,727 | 37,368.34 | 225,077.34 | 0.00 | 220,649.66 | 50.50 |

| | |
|-------------------------------------|--|
| Agenda Section | Regular Agenda |
| Section Number | III.B |
| Subject | Consider, discuss, and act upon auditor's report |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Report will be presented at meeting |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | <ul style="list-style-type: none"> • Auditor to present findings • City Council discussion as required |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

| | |
|-------------------------------------|--|
| Agenda Section | Regular Agenda |
| Section Number | III.C |
| Subject | Consider, discuss, and act upon First Amendment to License Agreement between Brookshire's and City of Farmersville |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Agreement & Drawing |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | <ul style="list-style-type: none"> • City Council discussion as required |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("Amendment") is made as of the ____ day of _____, 2016 (the "Effective Date") between **Brookshire Grocery Company**, a Texas corporation, whose address is 1600 WSW Loop 323, Tyler, Texas 75701 ("Licensor") and **The City of Farmersville, Texas**, whose address is 205 S. Main Street, Farmersville, Texas 75442 ("Licensee").

WHEREAS, Licensor and Licensee entered into that certain License Agreement with an effective date of April 26, 2011 ("Agreement"), whereby Licensor did grant Licensee a license to install, construct, operate, maintain, replace, repair and remove a Sign as described in the Agreement and at the location shown on Exhibit A, attached thereto.

WHEREAS, Licensor and Licensee now desire to modify and amend the Agreement concerning the removal and replacement of the Sign as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, Licensor and Licensee agree to modify and amend the Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Agreement, Licensee may remove the existing Sign and install, construct and maintain a new Sign to generally conform to the design shown and depicted on Exhibit "A", attached hereto and made a part hereof, and the new Sign will be maintained so that it complies at all times with the Agreement and this Amendment. The Sign will not be illuminated. Any change in the type, size or configuration of the Sign will require the written consent of Licensor. Further, the Sign will be constructed, installed, maintained, and removed by Licensee in compliance with any laws, ordinances or generally accepted construction codes governing structures such as the Sign.

2. **Miscellaneous Provisions:**

- a. Licensor and Licensee hereby ratify the Agreement, subject only to the modifications set forth in this Amendment. In the event of any conflict between the terms and provisions of the Agreement and the provisions of this Amendment, this Amendment shall control.
- b. Unless otherwise provided herein, terms defined in the Agreement shall have the same meaning when used in this Amendment.
- c. There are no verbal agreements, representations, understandings, obligations or inducements between the parties. Any change, modification or alteration of this Amendment shall not be enforceable unless in writing and signed by the parties.
- d. This Amendment shall be binding upon, and shall inure to the benefit of, Licensor and Licensee and their respective successors and assigns.
- e. This Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single document. Facsimile, electronic, or digital signatures shall be permissible, and shall carry the same force and effect as original signature.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment as of the day and year first above written.

Brookshire Grocery Company (“Licensor”)

By: _____

Name: _____

Title: _____

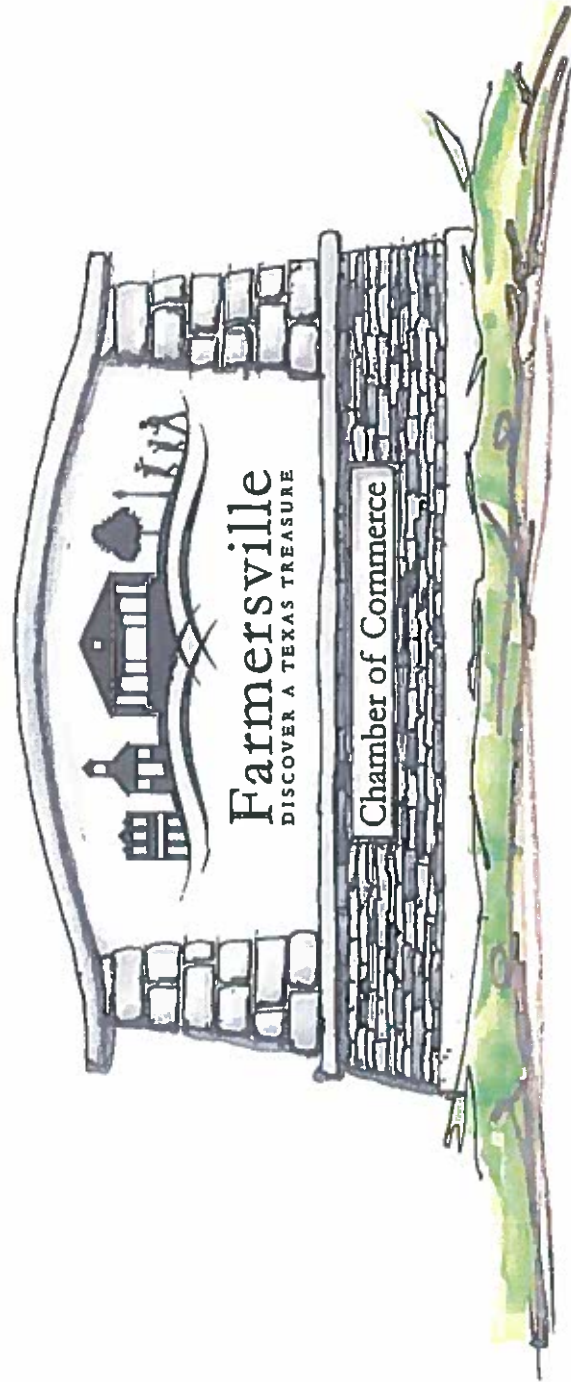
The City of Farmersville, Texas (“Licensee”)

By: _____

Name: _____

Title: _____

EXHIBIT "A"



| | |
|-------------------------------------|---|
| Agenda Section | Regular Agenda |
| Section Number | III.D |
| Subject | Consider, discuss, and act upon a resolution authorizing the award of a contract for City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance |
| To | Mayor and Council Members |
| From | Ben White, City Manager |
| Date | April 26, 2016 |
| Attachment(s) | Agreement |
| Related Link(s) | http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php |
| Consideration and Discussion | <ul style="list-style-type: none"> • City Manager to discuss: • City Council discussion as required. |
| Action | <ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action |

**CITY OF FARMERSVILLE
RESOLUTION # R-2016-0426-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH _____ FOR THE PERFORMANCE OF THE CITY OF FARMERSVILLE PARKS, RIGHT-OF-WAY, AND LAWN MAINTENANCE PROJECT.

WHEREAS, the City Council of the City of Farmersville, Texas, has determined a need for the mowing and maintenance of parks, rights-of-way, and lawns under the ownership and control of the City of Farmersville, Texas; and

WHEREAS, the City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance Project, CSP-2016-0302-001, (the "Project") has been bid in a manner consistent with State Law; and

WHEREAS, a bid evaluation resulted in the selection of _____ as the low responsible bidder for the Project; and

WHEREAS, the City has prepared a contract with _____ to perform the work for the Project.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bid in the amount of \$_____ submitted by _____ to perform the work for the Project.

Section 2. The City Manager is authorized to execute a contract with _____ in an amount not to exceed \$_____.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

PASSED AND APPROVED, by the City Council of the City of Farmersville, Texas on this 26th day of April, 2016

APPROVED:

Joseph E. Helmberger, P.E. Mayor

ATTEST:

Paula Jackson, Interim City Secretary

CITY OF FARMERSVILLE PARKS, RIGHT-OF-WAY, and LAWN MAINTENANCE

Enter Competition Analysis >>

| CONTRACTOR NAME | BID BOND | ADDENDUM COMPLETE | PRICING WORKSHEET COMPLETE | EQUIPMENT IS SUFFICIENT (MORE THAN 2 MOWERS) | INSURANCE | VENDOR INFORMATION FORM COMPLETE | CERTIFICATION FORM COMPLETE | REFERENCES PROVIDED | TOTAL BASE BID | ADDITIONAL DOCUMENTATION PROVIDED BY CONTRACTOR |
|----------------------------------|-----------------|-------------------|---|--|-----------|----------------------------------|---|---------------------|----------------|---|
| McCrory's Mow Time, Inc. | Yes, \$4,000.00 | No | No; missing annual cost for Main Street Ditch and Hamilton Ditch, under section "General Fund, Storm Water" | YES | YES | YES | YES, but marked that Addendum 1 & 2 were acknowledged when Addendum 1 was not submitted; there is not an Addendum 2 attached to this contract | YES | \$74,120 | NA |
| Oak Grove Landscape & Irrigation | Yes, \$4,650.50 | Yes | Yes, with one calculation error for Chaparral Trail, City Park to J.W. Spain Athletic Complex, under section "General Fund, Parks" | YES | YES | YES | YES, and acknowledged Addendum 1 | YES | \$93,010 | YES, Commercial Pesticide Applicator License |
| CR Landscaping | Yes, \$6,800.00 | Yes | Yes, with two calculation errors ; 1. Riding Arena, under section "General Fund, Parks"; 2. Farmersville Parkway, Rambler Park, under section "General Fund, Parks" | YES | YES | YES | YES, but did not acknowledge Addendum | YES | \$98,855 | NA |

**Bid Tabulation for City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance
Conducted by Mary Tate, Interim Assistant City Secretary, on April 21, 2016**

| | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|--|
| Railroad Right-of-Way, Rike Field to Summit | | 3400 | 1870 | 3400 | |
| Audie Murphy Parkway at State Highway 78 | | 4250 | 5695 | 8500 | |
| Audie Murphy Parkway at Main Street | | 2975 | 1955 | 8500 | |
| Subtotal of Streets | | 12835 | 11560 | 23800 | |
| General Fund, Storm Water | | | | | |
| Main Street Ditch | PRICE NOT GIVEN | | 5100 | 6800 | |
| Hamilton Ditch | PRICE NOT GIVEN | | 6800 | 3400 | |
| Subtotal of Storm Water | 0 | | 11900 | 10200 | |
| Water Department | | | | | |
| South Water Tower (Live Oak Street) | | 680 | 510 | 425 | |
| North Water Tower (Jackson Street) | | 1360 | 1020 | 850 | |
| East Water Tower (Audie Murphy Parkway) | | 1360 | 1020 | 850 | |
| West Water Tower (Bob Tedford Drive) | | 1020 | 510 | 425 | |
| Subtotal Water Department | | 4420 | 3060 | 2550 | |
| Waste Water Department | | | | | |
| Lift Station, Advanced Fixtures | | 425 | 425 | 170 | |
| Lift Station, Gerdau | | 425 | 425 | 170 | |
| Lift Station, MC Davis Barn | | 425 | 425 | 170 | |
| Lift Station, Gas Regulator Station | | 425 | 425 | 170 | |
| Lift Station, Floyd Street | | 425 | 425 | 170 | |
| Lift Station, Murphy's Crossing | | 425 | 425 | 170 | |
| Lift Station, County Road 611 | | 425 | 425 | 170 | |
| Lift Station, County Road 607 | | 425 | 425 | 170 | |
| Subtotal Waster Water Department | | 3400 | 3400 | 1360 | |
| TOTAL | | \$74,120 | \$93,010 | \$98,855 | |

**Bid Tabulation for City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance
Conducted by Mary Tate, Interim Assistant City Secretary, on April 21, 2016**

| Maintenance Area Name | McCrary's Mow Time | Annual Cost (USD) | Indicates "Price not given" or calculation correction made by city staff |
|--|--------------------|---------------------------|--|
| General Fund, Parks | | Oakgrove Landscape | CR Landscape |
| Chaparral Trail, City Park to J.W. Spain Athletic Complex | 3400 | 3570 | 3400 |
| Chaparral Trail, J.W. Spain Athletic Complex to Hunt County Line | 6800 | 5695 | 4250 |
| Southlake Park, Finish Mowing | 9860 | 3230 | 2550 |
| Southlake Park, Tractor Mowing | PRICE NOT GIVEN | 11900 | 11050 |
| Riding Arena | 2380 | 1870 | 2125 |
| J.W. Spain Athletic Complex | 9690 | 11390 | 15300 |
| J.W. Spain Athletic Complex Auxiliary Field | 5100 | 10200 | 5100 |
| City Park | 2890 | 2550 | 1700 |
| Rike Field | 2210 | 1870 | 1360 |
| Farmersville Parkway/Rambler Park | 6800 | 6120 | 10200 |
| Subtotal of Parks | 49130 | 58500 | 57035 |
| General Fund, Property and Buildings | | | |
| Public Safety Building Overflow Parking Area | 1020 | 1020 | 1020 |
| Civic Center, Library, Senior Citizens Center | 1530 | 1530 | 1190 |
| Best Center | 425 | 340 | 0 |
| City Hall | 1360 | 1700 | 1700 |
| Subtotal of Properties and Buildings | 4335 | 4590 | 3910 |
| General Fund, Streets | | | |
| Railroad Right-of-Way, Tractor Mow Section | 2210 | 2040 | 3400 |



Competitive Sealed Proposal

| | |
|------------------------------|---|
| CSP Number: | CSP-2016-0302-001 |
| CSP Title: | City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance |
| Pre-Proposal Meeting: | Tuesday, 12 April 2016 at 10:00 AM |
| Questions Deadline: | Tuesday, 12 April 2016 at 5:00 PM |
| Due Date and Time: | Thursday, 14 April 2016 at 2:00 PM |

Competitive Sealed Proposals for the materials or services specified will be received by the City of Farmersville ("City") until the date and time as indicated above. Please submit one (1) original proposal and three (3) copies of proposal in hard copy only, in a sealed envelope to the address listed below.

Delivery Address:

**City of Farmersville
Attention: Interim City Secretary
205 South Main Street
Farmersville, Texas 75442**

Mailing Address:

**City of Farmersville
Attention: Interim City Secretary
205 South Main Street
Farmersville, Texas 75442**

Late submissions will not be considered. Responses must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions and correspondence regarding this proposal contact:

**Paula Jackson
Interim City Secretary
205 South Main Street
Farmersville, Texas 75442
Phone: 972.782.6151
Email: p.jackson@farmersvilletx.com**

The City appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the contract, and will be returned unopened. Responses will be publicly opened and read aloud on the due date and time at the City of Farmersville, City Hall, 205 South Main Street, Farmersville, Texas, 75442.

City of Farmersville

Standard Terms and Conditions for Procurement

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION**: The City advertises formal procurement opportunities through *The Farmersville Times*. The City shall not be responsible for information distributed by sources other than the City.
3. **ADDENDA**: Any revisions to the information contained herein will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City. If addenda containing material changes to the specifications or pricing form are issued, the respondent shall acknowledge receipt of such addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION**: The apparent silence of these specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT**: The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.
7. **SUBMISSIONS**: Submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

A Bid Bond in the form of a cashier's check, a certified check, or an acceptable bidder's bond made payable without conditions to the "City of Farmersville, Texas" in an amount of not less than five percent (5%) of the total amount of the bid submitted, must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required and provide evidence of all required insurance coverage. All bidders' security will be retained until a contract has been awarded and executed.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City of Farmersville, 205 South Main Street, Farmersville, Texas 75442, prior to the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the City serves as the official time clock. Submissions received by the City after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to Daphne Hamlin at d.hamlin@farmersvilletx.com or by contacting Daphne Hamlin at 972.782.6151.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Agent.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, City of Farmersville, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.
16. **SAMPLES:** At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is merely descriptive and **not** restrictive, and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased,

reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

18. **BID/PROPOSAL OPENINGS**: All offers will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful respondent upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request p.jackson@farmersvilletx.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION**: In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST**: Respondent acknowledges awareness of the laws and City's Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City of Farmersville shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a "financial interest" in an entity or transaction, as defined by Section 2-415 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.
22. **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.
23. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or

services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Ability to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible to receive an award.

25. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
- B. The reputation of the respondent and of the respondent's goods or services;
- C. The quality of the respondent's goods or services;
- D. The extent to which the goods or services meet the City's needs;
- E. The respondent's past relationship with the City;
- F. The total long-term cost to the City to acquire the respondent's goods or services; and/or
- G. Any relevant criteria specifically listed herein.

26. ***ACCEPTANCE: Respondent agrees that acceptance of any or all items by the City, within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.***

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with up to four (4) optional one-year renewal periods if agreeable to both parties and unless either party has provided the other party thirty (30) days' written notice of intent to terminate or not renew the agreement. Renewal periods will be subject to the City's availability of funds.

28. **FUNDING**: The City is a Type A general law municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.
29. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City.
30. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City.
31. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the City Secretary only.**
32. **DELIVERY PROMISE – PENALTIES**: Where indicated, respondents must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the City Manager or Purchasing Agent, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the City to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).
34. **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.
35. **INVOICES**: Invoices shall be submitted to: City of Farmersville, Attention Paula Jackson, 205 South Main Street, Farmersville, Texas 75442, or electronically to p.jackson@farmersvilletx.com.
36. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

37. **AUDIT:** The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the City. Basis for price escalation should be the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the City of Farmersville, its officers, agents and employees harmless from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City of Farmersville, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
42. **PATENT RIGHTS:** The bidder/proposer agrees to indemnify and hold harmless the City of Farmersville from and against any and all claims involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the City within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the City within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The City, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

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City of Farmersville

CSP-2016-0302-001

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

I. Introduction

The City of Farmersville ("City") is soliciting proposals for the maintenance of parkland and rights-of-way located within the City, as described in the following specifications. The initial term of the contract will be one (1) year, with up to four (4) optional, one-year renewal periods if agreeable to both parties and unless either party has provided the other party thirty (30) days' written notice of intent to terminate or not renew the agreement. The contract will be awarded to the vendor(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies or weather conditions cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is available for viewing upon request at the City.

II. Pre-Proposal Conference and/or Site Visits

A. Pre-Proposal Conference

A pre-proposal conference will be conducted on Tuesday, 12 April 2016 at 10:00 AM, at the following location:

City of Farmersville
City Hall
205 South Main Street
Farmersville, Texas 75442

Attendance at the pre-proposal conference is optional.

B. Site Visit

A pre-proposal site visit will be conducted as part of the pre-proposal conference. Each vendor is strongly encouraged to tour the service locations at this time in order to gain a clear understanding of the service locations and the associated scope of work.

Prior to award of contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

III. Scope of Services

The successful vendor(s) shall perform all services in accordance with the following conditions:

A. Lawn and Flower Bed Maintenance

1. Mow all turf areas as follows below and as indicated in Attachments A and B:
 - a. The successful vendor(s) shall set mowing equipment to the height indicated during the mandatory site visit, unless otherwise instructed by the Public Works Director or his designee. All changes in the mowing height are to be approved by the Public Works Director.
 - b. Mower blades shall be maintained sharp to produce a clean cut.
 - c. In an effort not to bag lawn clippings, mulching mowers are required.
 - d. All turf areas mowed weekly (unless otherwise indicated) during the growing season.
 - e. Mowing areas will be determined as indicated by yellow boundaries on each location map (refer to Attachment B).
 - f. Grass clippings shall be blown from all concrete and asphalt surfaces, and shall not remain onsite after mowing in visible piles/rows. The successful vendor(s) shall not simply blow grass clippings into the streets or other property.
 - g. Removal of all litter and debris from the entire property, and hauling such litter and debris away.
 - i. All litter and debris must be removed from turf prior to mowing.
 - ii. Areas serviced will have a finished appearance with drives, parking areas, walks, and curb areas appearing to have been swept. The successful vendor(s) shall not simply blow litter, leaves, clippings, etc. into the streets or other property.
2. Edging and Trimming
 - a. Edge and trim all turf along walks (including paver and tracks), curbs, walls, plant beds, signs, utility poles and other fixtures at each mowing.
 - b. Vegetation shall be trimmed out of cracks in concrete and asphalt.
 - c. Where grandstands are involved, it is acceptable to spray herbicide under the stands to minimize mechanical edging/trimming.
3. Flower Bed Maintenance
 - a. Flower beds shall be maintained weed-free at each mowing cycle.
 - b. Hedges in flower beds shall be trimmed to maintain an "as designed" appearance.

B. Other Conditions

1. Wildflower areas shall be strictly enforced as non-mowing zones during certain times of the year as indicated by the Public Works Director or his designee. Some areas may not be shown on the provided maps.
2. For the purposes of this proposal the growing season will start the first full week in March and continue until the last full week in October.
3. All lawn maintenance, trimming, edging, and flower bed maintenance is to be accomplished Monday through Saturday, between the hours of 8am to 7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
4. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the Public Works Director or his

- designee. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the Public Works Director or his designee.
5. The successful vendor(s) will be required to send a facsimile or e-mail to Public Works Director (Ben White, b.white@farmersvilletx.com) or his designee to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
 6. The successful vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful vendor(s) and employees or agents of the successful vendor(s) during maintenance operations including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the Public Works Director. Damage to trees or tree collars will be assessed at \$20.00 for each instance.
 7. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
 8. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Public Works Director or his designee.
 9. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
 10. **The City shall not be liable for any loss or damage sustained by the successful vendor(s). The successful vendor(s) shall save the City whole and harmless from and against any and all claims for liability or damage of whatsoever nature and kind, including costs of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement by the successful vendor(s). The successful vendor(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.**
 11. The successful vendor(s) shall fill out invoice forms for weekly or monthly payments. Invoices shall be itemized and grouped in accordance with the descriptions and groupings given in Attachment A. Groups shall be subtotaled on the invoice and an overall total shall be indicated.
 12. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
 13. Unit prices are to reflect the charges for mowing and associated tasks at each location.
 14. Submission of a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this proposal document.
 15. The Public Works Director or his designee reserves the right to reduce or increase the number of mowing cycles at each individual location, based upon need, prevailing weather conditions, and available funding.
 16. The service will be monitored by the Public Works Director or his designee. Contact information will be provided to the successful vendor(s).

17. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment E). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
 - a. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of a proposal.
 - b. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - c. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract.
18. Supervision of Work Crew
 - a. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
 - b. The successful vendor(s) shall provide the Public Works Director or his designee with the name and phone number of a designated contact person available during normal business hours.

IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Attachment C. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Attachment C will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the City Secretary with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. Questions Deadline

The City requires that all questions relating to this bid be submitted in writing to Paula Jackson, City Secretary, at p.jackson@farmersville.tx.com by **Tuesday, 12 April 2016 at 5:00 PM**. **No questions will be answered over the phone.** Questions in regards to the specifications will only be accepted until the stated deadline.

VII. Submittals

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, in the following order:

- A. Pricing Worksheets (Attachment D)
- B. Machinery and Equipment Worksheet (Attachment E)

List the type of equipment to be utilized to service the contract, including the age of equipment.

- C. Vendor Information Worksheet (Attachment F)
- D. Work History and References

Provide a minimum of three (3) current references for same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment G):

1. Company Name
 2. Contact Person
 3. Company Address
 4. Contact Phone Number
 5. Contact Email Address
 6. Effective Dates
 7. Description of Services
- E. Additional Information: Include any additional information that you feel will assist the City in the selection process.
- F. Additional Forms
1. Proof of Insurance
 2. Certification Form

VI. Evaluation Criteria

The Public Works Director will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the Public Works Director is to recommend to the City Council the proposal that provides the best value to the City.

The contract will be awarded based on the following evaluation criteria and weighting.

- A. Cost, 30%.
- B. Work History and References, 20%.
- C. Sufficient staffing, 20%.
- D. Equipment, 10%.
- E. Quality of the proposal, 10%.
- F. Ability to meet the City's needs, 10%.

Attachment A Maintenance Areas

| Description | Finish Mow | Tractor Mow | Grass Trim | Hedge Trimming | Weed Flower Beds | Mowing Area (Acres) | Comments |
|--|------------|-------------|------------|----------------|------------------|---------------------|--|
| | | | | | | | |
| Chaparral Trail, City Park to J.W. Spain Athletic Complex | X | | X | | | 1.4 | WARNING: Confer with City Manager concerning wildflower areas before mowing |
| Chaparral Trail, J.W. Spain Athletic Complex to Hunt County Line | X | | X | | | 10.6 | WARNING: Confer with City Manager concerning wildflower areas before mowing |
| Southlake Park | X | X | X | | | 31.8 | Finish mow to the edge of the road in front of the park. Majority of park is tractor mowed with borders being finished mowed. |
| Riding Arena | X | | X | | | 5.9 | Finish mow to the edge of the road in front of the arena |
| J.W. Spain Athletic Complex | X | | X | | | 12.4 | |
| J.W. Spain Athletic Complex Auxiliary Field | | X | | | | 21.00 | |
| City Park | X | | X | | | 3.80 | WARNING: Confer with City Manager concerning wildflower areas before mowing |
| Rike Field | X | | X | | | 2.98 | |
| Farmersville Parkway/Rambler Park | X | | X | X | X | 3.10 | Includes Lincoln Street ditch to be mowed on an as need basis by direction of City Manager. |

| Description | Finish Mow | Tractor Mow | Grass Trim | Hedge Trimming | Weed Flower Beds | Mowing Area (Acres) | Comments |
|---|------------|-------------|------------|----------------|------------------|---------------------|----------|
| General Fund, Property and Buildings | | | | | | | |
| Public Safety Building Overflow Parking Area | X | | X | | | 0.43 | |
| Civic Center, Library, Senior Citizens Center | X | | X | | X | 0.30 | |
| Best Center | | | | X | X | 0.00 | |
| City Hall | X | | X | X | X | 0.27 | |
| General Fund, Streets | | | | | | | |
| Railroad Right-of-Way, Tractor Mow Section | | X | | | | 2.50 | |
| Railroad Right-of-Way, Rike Field to Summit | X | | X | | | 5.42 | |
| Audie Murphy Parkway at State Highway 78 | X | | X | | | 7.60 | |
| Audie Murphy Parkway at Main Street | X | | X | | | 1.50 | |
| General Fund, Storm Water | | | | | | | |
| Main Street Ditch | X | | X | | | 0.85 | |
| Hamilton Ditch | X | | X | | | 1.50 | |
| Water Department | | | | | | | |
| South Water Tower (Live Oak Street) | X | | X | | | 0.33 | |
| North Water Tower (Jackson Street) | X | | X | | | 0.28 | |
| East Water Tower (Audie Murphy Parkway) | X | | X | | | 0.50 | |
| West Water Tower (Bob Tedford Drive) | X | | X | | | 1.11 | |

| Description | Finish Mow | Tractor Mow | Grass Trim | Hedge Trimming | Weed Flower Beds | Mowing Area (Acres) | Comments |
|-------------------------------------|------------|-------------|------------|----------------|------------------|---------------------|----------|
| | | | | | | | |
| Lift Station, Advanced Fixtures | X | | X | | | 0.01 | |
| Lift Station, Grudau | X | | X | | | 0.01 | |
| Lift Station, MC Davis Barn | X | | X | | | 0.01 | |
| Lift Station, Gas Regulator Station | X | | X | | | 0.01 | |
| Lift Station, Floyd Street | X | | X | | | 0.02 | |
| Lift Station, Murphy's Crossing | X | | X | | | 0.01 | |
| Lift Station, County Road 611 | X | | X | | | 0.01 | |
| Lift Station, County Road 607 | X | | X | | | 0.05 | |

Attachment B
Maintenance Area Maps

Chaparral Trail, J.W. Spain Athletic Complex to Hunt County Line



Wildflower Areas
Shown in Red

WARNING: Confer with City Manager before mowing Chaparral Trail to avoid mowing wildflower areas. These areas may not be mowed or trimmed depending on the time of year.

Chaparral Trail, Outside City Section

WARNING: Confer with City Manager before mowing Chaparral Trail to avoid mowing wildflower areas. These areas may not be mowed or trimmed depending on the time of year.



Southlake Park



Riding Arena



Includes Mowing
Right Of Way

J.W. Spain Athletic Complex



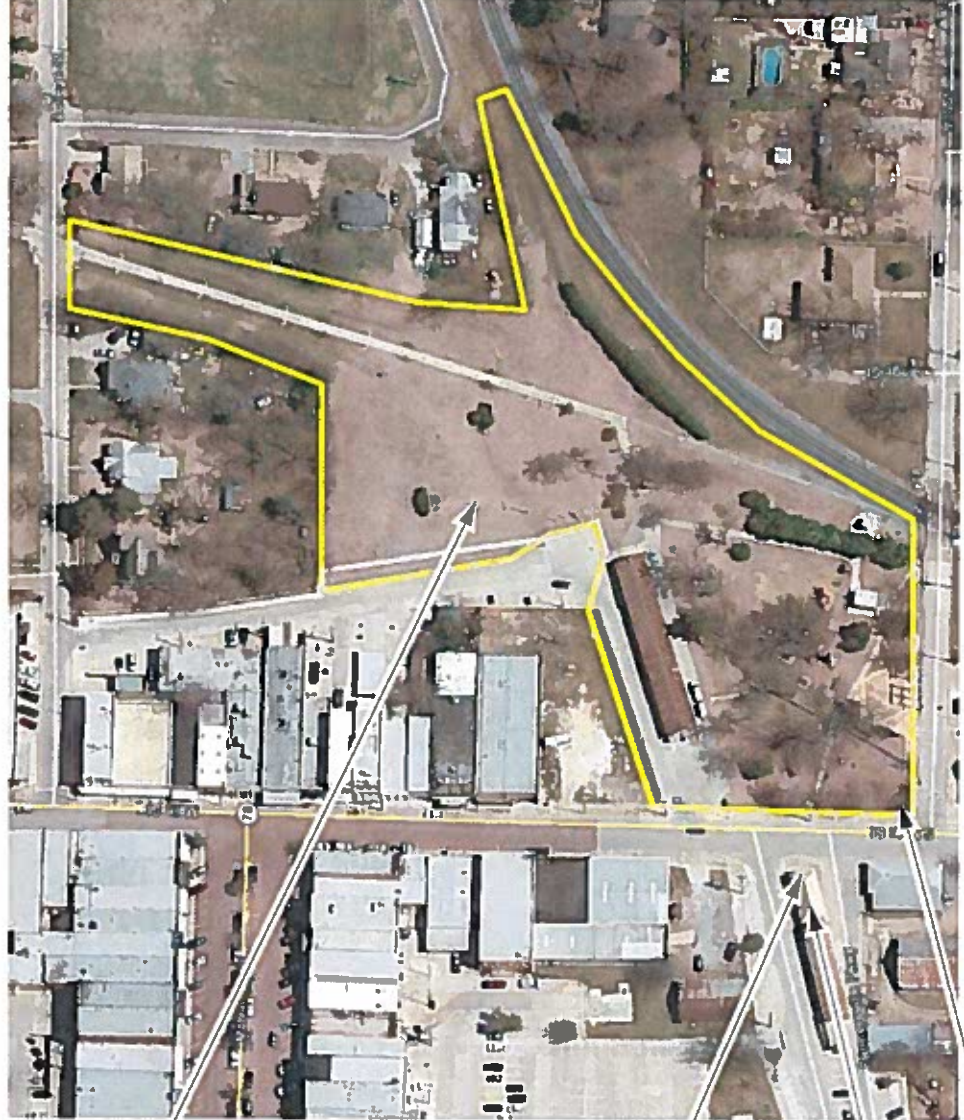
J.W. Spain Athletic Complex Auxilliary Field



Auxilliary Field

J.W. Spain Athletic Complex

City Park



City Park (Item 8)

Best Center Flower Beds
North and East Walls (Item 40)

Best Center

Flower Beds, Flying "F" (Item 9)

Rike Field



Rike Field

Farmersville Parkway/Rambler Park

Rambler Park and Splash Pad

Crape Myrtles Beds in Median

Lincoln Street Ditch



Flower Bed

Flower Bed

Right Of Way Trees

Best Center Flower Bed

Public Safety Building Overflow Parking Area

Public Safety Building
Overflow Parking Area

Public Safety Building



Civic Center, Library, and Senior Citizens Center



Flower Bed

Flower Bed

Best Center



Flower Beds on North and East Walls

City Hall

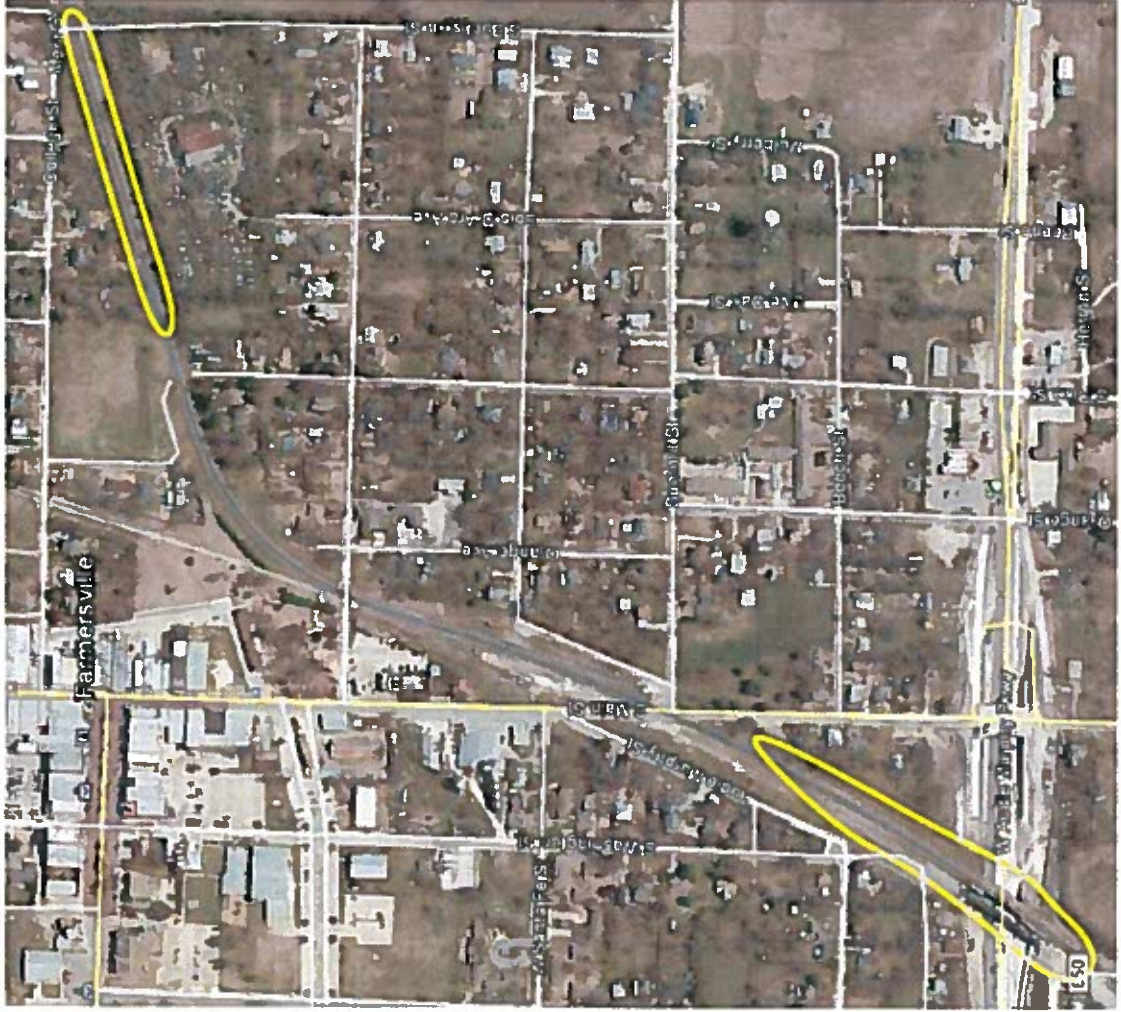


Annex Hedges
and Flower Beds

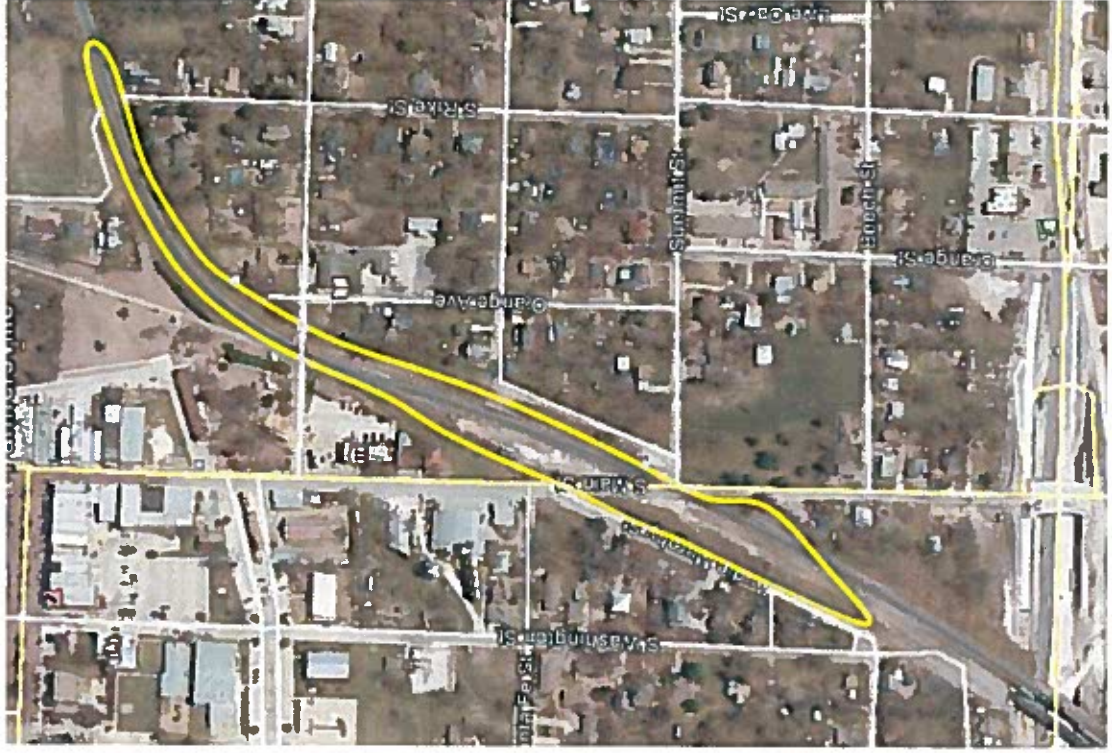
Rear Flower Beds

Front Flower Bed

Railroad Right-Of-Way, Tractor Mow Section



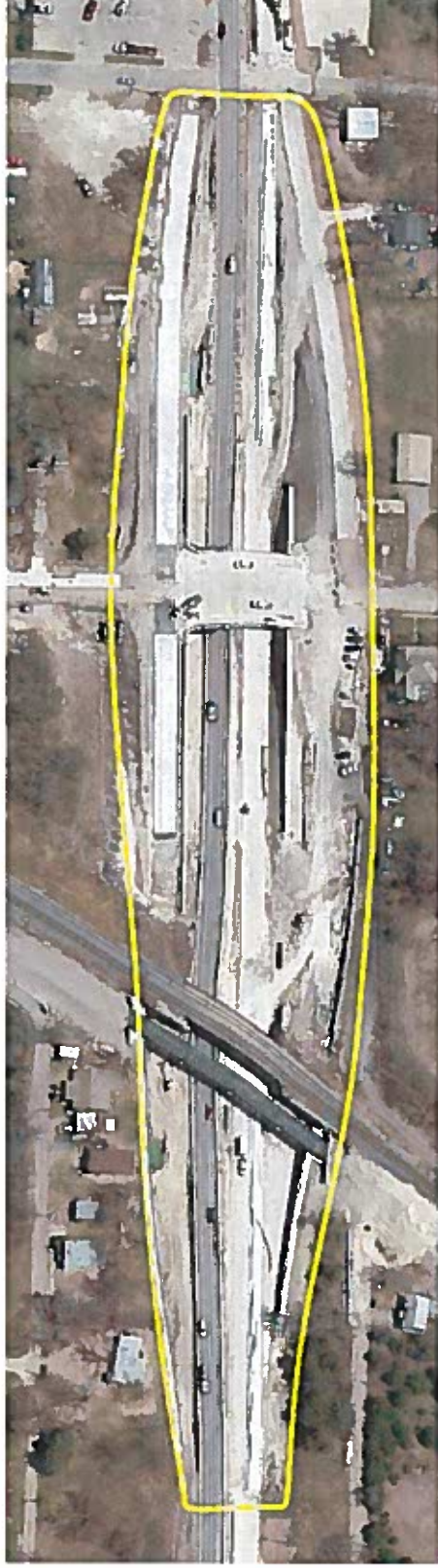
Railroad Right-Of-Way, Rike Field to Summit



Audie Murphy Parkway at State Highway 78



Audie Murphy Parkway at Main Street



Hamilton Ditch



Main Street Ditch



South Water Tower (Live Oak Street)



North Water Tower (Jackson Street)

Jackson Street

