

**CITY OF BLUE RIDGE
REGULAR SESSION AGENDA
August 1, 2017, 7:00 P.M.
Blue Ridge Community Center
200 W. Tilton Street**

THE BLUE RIDGE CITY COUNCIL WILL MEET IN REGULAR SESSION AT
7:00 P.M. ON TUESDAY, AUGUST 1, 2017, AT THE BLUE RIDGE
COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS
WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION
AND/OR ACTION.

1. Call to order.
2. Roll call.
3. Consent Agenda (All matters listed under the Consent Agenda for discussion and possible actions are considered to be routine by the City Council and require little or no deliberation. There will not be a separate discussion of these items and the Consent Agenda items will be enacted by one vote. If a Council Member expresses a desire to discuss a matter listed on the Consent Agenda, the item will be considered separately).
 - a) Discuss, approve or disapprove the minutes from Special Session held on July 11, 2017;
 - b) Public Works Update;
 - c) City Administration Update;
 - d) City Financial Report;
 - e) Fire Department Report; and
 - f) Collin County Calls for Service.
4. Consider, discuss and act upon Christina Porath being a member of the Blue Ridge Economic Development Corporation Board.
5. Consider, discuss and act upon additions to the Blue Ridge Community Development Corporation Board to include: Vickey Atteberry, Elkin Thrasher and Dina Brown.
6. Consider, discuss and act upon appointing Terry Douglas to serve as the Blue Ridge Municipal Court Judge through Resolution # R-2017-0801-002.
7. Consider, discuss and act upon Resolution #R-2017-0801-003 hiring legal council to negotiate and direct necessary litigation for an application by Texas New Mexico Power for adjust their Energy Efficiency Cost Recovery Factor
8. Consider, discuss and act upon a Resolution #R-2017-0801-001 for COBRA Continuation of Coverage through TML MultiState Intergovernmental Employee Benefits Pool.

9. Consider, discuss and act upon Resolution # R-2017-0801-004 adopting an Investment Policy for the City of Blue Ridge.
10. Consider, discuss and act upon Resolution # R-2017-0801-005 declaring specified property as surplus and authorize the sale of said property.
11. Public Hearing to consider and/or act upon a request to rezone 200 W. FM 545, legally known as Blue Ridge Original Donation, Lot 33, from Non Taxable Entities (N1) to Commercial Core Business (B1).
12. Public Hearing to consider and/or act upon a request to rezone 204 W FM 545, legally known as Blue Ridge Original Donation, Lot 34c, from Residential (R1) to Commercial Core Business (B1).
13. Consider, discuss and act upon a potential variance request for a four-plex to be placed at 234 Pritchard Street prior to re-platting process. The property had previously been approved for a duplex.
14. Consider, discuss and act upon a variance of a storage container located at 101 Pruitt Street.
15. Consider, discuss and act upon a contract with Collin County Sheriff's Office for an officer and vehicle. Sheriff Skinner will be present for discussion.
16. Budget Workshop for Fiscal Year 2017-2018.
17. Citizen Participation - The public is invited to address the City Council on any topic. However, the City Council is unable to discuss or take action on any topic not listed on this agenda. There is a time limit for each speaker of three (3) minutes. Prior to the meeting, persons wishing to address the City Council must sign in with the City Secretary or designee prior to the meeting. When called upon, the person should state his or her name and address for the record, and if speaking for an organization or other group, identify the group represented. All remarks are to be addressed to the City Council as a whole and not to individual members. The presiding officer shall determine whether, or in what manner, if any response will be provided.
18. Adjournment.

Certified this the 28th day of July, 2017.



Rhonda Williams
Mayor, City of Blue Ridge

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, 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), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted July 28, 2017 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

A handwritten signature in cursive script that reads "Edie Sims".

Edie Sims, City Secretary

CITY OF BLUE RIDGE
CITY COUNCIL MINUTES
July 11, 2017

THE BLUE RIDGE CITY COUNCIL MET IN SPECIAL SESSION AT 7:00 P.M. ON TUESDAY, JULY 11, 2017 AT THE BLUE RIDGE COMMUNITY CENTER LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS 75424 AT 7:00 P.M. WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Mayor Williams called the meeting to order at 7:00 p.m.
2. Roll was called with the following members present, Mayor Rhonda Williams, Christina Porath, Amber Wood, Gerald Young and Allen Cunnynggham. Kevin Bell was absent.
3. Introduction of USDA Rural Development staff.
Angela Richardson came before Council introducing herself and funding opportunities available through USDA Rural Development.
4. Consent Agenda: a) Discuss, approve or disapprove the minutes from Regular Session held on June 6, 2017 and minutes from the Special Session held on June 27, 2017; b) Public Works Update; c) City Administration Update; d) City Financial Report; e) Fire Department Report; and f) Collin County Calls for Service.
Each Council person was asked their choice of candidates to request an interview on July 11th. With candidates chosen, Christina Porath motioned to request Law Offices of Julian Grant; Messer, Rockefeller, Fort; and Brandon Shelby to return on July 11th for interviews with Gerald Young seconding the motion. Motion carried unanimously.
5. EXECUTIVE SESSION: Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee: City Attorney, City Engineer and City Auditor per §551.074.
Council went into Executive Session at 7:16pm.
6. RECONVENE INTO OPEN SESSION: To consider action, if any, on matters discussed in Executive Session.
Council Reconvened into Open Session at 9:38pm. Christina Porath motioned to appoint Robert Lake with Rutherford, Taylor and Company as the City Auditor; to appoint KSA as the City Engineer; and Messer, Rockefeller, Fort as the City Attorney with Amber Woods seconding the motion. Motion carried unanimously.
7. Consider and/or act upon a Resolution designating the Mayor's spending limitations from July 2017 - May 2018.
A Resolution was presented to the Council designating the Mayor's spending limitation set at \$2,000 per incident. Christina Porath motioned to approve the Resolution as presented with Amber Wood seconding the motion. Motion carried unanimously.
8. Consider and/or act upon content of the City's
Christina Porath motioned to approve Mr. Story's resignation from the 4A Economic Development Corporation Board with Amber Wood seconding the motion. Motion carried unanimously.

9. Consider and/or act upon concreting approximately 1,200 square feet to replace asphalt on Ridgeway at the intersection of Ridgeway and North Business Highway 78.

Council requested clarification of Shane Evan's estimate to confirm the depth, size of rebar, center cut, etc. This will allow equal comparison of other bids. Christina Porath motioned to table this item until received clarification with Amber Wood seconding the motion. Motion carried unanimously.

10. Citizen Participation. No one was present for Citizen Participation.

11. Adjournment. Christina Porath motioned to adjourn with Amber Wood seconding the motion. Council concluded their meeting at 7:19pm.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

Road Work:

High Ridge

Pruitt

Scott

Ridgeway at Business 78

Sewer Plant:

All pumps at Sewer Plant are currently working properly

Extra pumps have been returned to Barco

New panel for wet well pumps is being made (\$2,000)

Water:

Water leak repaired on Harmon Circle (July 9th)

Completed 4 water taps

Pending Workorders

DATE	W/O	SERVICE PERSON	ADDRESS	NOTES	STATUS
01/16/17	3926	Brad	102 Baker	Replace Culvert 7/25/17 waiting on Digtess	Pending
04/04/17	4035		Heap	Fire Hydrt leaking	New
04/13/17	4048		404 S Main	Ditch work & remove 2 white pipes	New
04/25/17	4059		208 N Church	Ditch work culvert is stopping up	New
05/04/17	4080		230 Pritchard	Water/Sewer Taps WATER Complete 7/13/17	Pending
05/04/17	4081		232 Pritchard	Water/Sewer Taps WATER Complete 7/13/17	Pending
05/04/17	4082		310 W FM 545	Water/Sewer Taps WATER Complete 7/25/17	Pending
05/22/17	4094		302 S Main	Clean ditch to 320 S Main	New
05/22/17	4095		405 W FM 545	Move Billy John's Meter	New
06/19/17	4122	Dwayne	112 Brenda Cir	Fire Hydrt leaking	Pending
06/23/17	4126		114 Harmon	Fire Hydrt leaking	New
06/27/17	4127		Harmon/Pruett	Stop Sign Down	New

July 2017 Workorders

[illegible]



Favorite Accounts

Account Nickname	Current	Available
4A INDUSTRIAL DEVELOPMENT (8102)	38,238.11	38,148.98
4B COMMUNITY DEVELOPMENT (8151)	126,513.66	126,513.66
RESERVE REVENUE ACCOUNT (8821)	15,481.53	15,481.53
LIBRARY & LEARNING CENTER FUND (X3912)	5,933.97	5,933.97
ROAD CONSTRUCTION (X8937)	.00	.00
GENERAL TAX (XX0145)	205,415.94	209,508.45
REVENUE (XX0152)	39,697.01	42,338.63
DEPOSIT (XX0202)	51,027.79	51,027.79
INTEREST & SINKING BOND (XX0864)	.00	.00
GENERAL PAYROLL ACCT (XX1430)	.00	.00
REVENUE PAYROLL ACCT (XX1448)	.00	.00
USDA (XXX0479)	24,230.68	24,230.68
ENCUMBERED REV (XX1279)	23,680.91	23,686.32
- Show favorite accounts only -		

City of Blue Ridge General Fund
Profit & Loss YTD Comparison
July 1 - 28, 2017

	Jul 1 - 28, 17	Oct 1, '16 - Jul 28, 17
Ordinary Income/Expense		
Income		
4515 · Copies & Faxes	7.50	311.50
4521 · Open Records	0.00	1.70
4522 · Notary	0.00	166.75
4525 · Franchise Tax Income	51.02	17,878.46
4570 · Permit & Inspection Fees	3,572.38	5,183.77
4580 · Sales Tax Income	13,123.72	71,413.88
4600 · Property Tax Income	1,062.07	181,852.77
4899 · Misc Income	0.00	4,254.33
Total Income	17,816.69	281,063.16
Expense		
5100 · Advertising	0.00	100.00
5110 · Ambulance Service	0.00	9,023.85
5130 · Animal Control Services	2,750.00	11,000.00
5140 · Bank Fees	0.00	221.50
5160 · Contract Labor		
5161 · Code Enforcement	210.70	2,212.80
5160 · Contract Labor - Other	160.00	7,962.64
Total 5160 · Contract Labor	370.70	10,175.44
5170 · Copies	0.00	302.50
5180 · Council & Mayor Expense	17.97	175.29
5210 · Election Expense	0.00	75.00
5230 · Fuel Expense - General	670.24	7,985.33
5236 · Court Expense	170.00	390.11
5250 · Inspection Expense	153.84	1,190.44
5260 · Insurance -Liab/Comp/Prop	5,787.25	16,957.50
5270 · Janitorial General	60.33	604.85
5300 · Legal & Professional Fees		
5301 · Legal Notices/Publications	317.50	450.00
5300 · Legal & Professional Fees - Other	529.30	15,080.15
Total 5300 · Legal & Professional Fees	846.80	15,530.15
5310 · Maint. & Repair Equipment	783.41	818.37
5325 · Miscellaneous Expense	100.46	4,795.96
5330 · Mowing Expense	306.83	2,531.90
5340 · Office Supplies		
5341 · Office Equipment	395.84	3,432.05
5342 · Office Expense - Cty & P. Works	92.28	92.28
5340 · Office Supplies - Other	26.08	2,968.18
Total 5340 · Office Supplies	514.20	6,492.51
5350 · Parts & Equipment Expense	503.16	2,327.27
5361 · Property Tax Expense	0.00	1,279.50
5370 · Payroll Expenses		
5372 · Health Insurance - TML		
5372.0 · Health Insurance - Company	40.00	133.13
5372 · Health Insurance - TML - Other	1,150.08	3,832.23
Total 5372 · Health Insurance - TML	1,190.08	3,965.36
5373 · Longevity Pay	0.00	600.00
5374 · Medicare Expenses	218.75	1,011.04
5375 · TMRS	219.65	916.70
5376 · SS Expenses	935.41	4,323.11
5377 · TWC Expenses	11.15	204.23
5379 · Wages	8,507.17	51,803.09
5370 · Payroll Expenses - Other	3,628.28	749.79
Total 5370 · Payroll Expenses	14,710.49	63,573.32

2:50 PM

07/28/17

Accrual Basis

City of Blue Ridge General Fund
Profit & Loss YTD Comparison
July 1 - 28, 2017

	Jul 1 - 28, 17	Oct 1, '16 - Jul 28, 17
5380 · Postage, Freight & Shipping	105.08	514.75
5385 · Mortgage	0.00	437.53
5390 · Filing Fees	0.00	121.98
5500 · Road Construction		
5501 · Pruett Street	0.00	-30,477.94
5500 · Road Construction - Other	16,575.70	25,556.04
Total 5500 · Road Construction	16,575.70	-4,921.90
5512 · Vehicle Purchase	0.00	40.00
5530 · Seminars - Training Courses	21.65	470.20
5535 · Special Project	210.00	9,900.31
5540 · Subscriptions, Dues & Permits	45.00	692.00
5700 · Trash	640.00	5,721.32
5710 · Travel/Mileage	278.53	278.53
5715 · Computer		
5716 · Consulting Fees	62.50	1,125.00
5715 · Computer - Other	0.00	2,812.73
Total 5715 · Computer	62.50	3,937.73
5720 · Utilities		
5721 · Electric Services	2,167.04	17,398.45
5723 · Mobile -Mayor/Public Wrks/BRVFD	394.10	4,033.66
5724 · Natural Gas Services	51.46	643.10
5726 · Telephone Services General	205.10	4,673.85
Total 5720 · Utilities	2,817.70	26,749.06
5900 · Debt Service-Principal		
5902 · ANB Loan - City Hall Principal	371.21	2,198.60
Total 5900 · Debt Service-Principal	371.21	2,198.60
5930 · Debt Service-Interest	0.00	360.26
5950 · Capital Outlay	66.32	66.32
Total Expense	48,939.37	202,117.48
Net Ordinary Income	-31,122.68	78,945.68
Other Income/Expense		
Other Income		
4210 · Earned Interest	0.00	68.52
Total Other Income	0.00	68.52
Other Expense		
6999 · Transfer to Other Funds	0.00	1,303.49
Total Other Expense	0.00	1,303.49
Net Other Income	0.00	-1,234.97
Net Income	-31,122.68	77,710.71

City of Blue Ridge Revenue Profit & Loss YTD Comparison July 1 - 28, 2017

	Jul 1 - 28, 17	Oct 1, '16 - Jul 28, 17
Ordinary Income/Expense		
Income		
4700 · Water Bill Income	0.00	150,567.62
4701 · Transfer Fee	0.00	30.50
4702 · Sewer Charges	1,500.00	95,778.71
4703 · Late Charges	0.00	10,439.35
4704 · Trash Charges	0.00	71,323.13
4705 · Water Surcharge	0.00	3,812.00
4706 · NSF Fee	0.00	-44.15
4707 · Conservation Fee Income	0.00	3,500.32
4708 · Reconnect Fees	0.00	3,783.00
4709 · Credit Card Fees	0.00	2,473.00
4750 · Water Deposit	183.00	773.00
4751 · Sales Tax - Trash	0.00	500.00
4752 · Water	1,500.00	48,049.81
4753 · Non Refund. Deposit Fee	0.00	1,523.00
Total Income	3,183.00	392,509.29
Expense		
5140 · Bank Fees	0.00	263.32
5150 · Bond Payment	0.00	38,243.42
5151 · Interest Expense	0.00	2,393.01
5152 · Penalties	0.00	141.80
5229 · Finance Fee	0.00	3,019.53
5230 · Fuel Expense	580.25	2,793.16
5270 · Janitorial	32.99	161.99
5320 · Maint. & Repair Office Equ	0.00	205.66
5325 · Miscellaneous Expense	25.71	1,277.23
5340 · Office Supplies	40.50	226.95
5370 · Payroll Expenses		
· 5372 · Health Insurance - TML	0.00	577.57
5373 · Longevity Pay	0.00	240.00
5374 · Medicare Expenses	0.00	1,154.96
5375 · TMRS	0.00	808.99
5376 · SS Expenses	0.00	4,938.46
5377 · TWC Expenses	0.00	719.46
5379 · Wages	0.00	81,987.33
5370 · Payroll Expenses - Other	7,036.62	36,332.68
Total 5370 · Payroll Expenses	7,036.62	126,759.45
5378 · Uniforms	0.00	290.93
5380 · Postage, Freight & Shipping	177.50	1,659.58
5400 · Refund - Water Deposits	413.12	3,500.88
5450 · Returned Checks	0.00	67.80
5510 · Sales Tax Expense (Trash)	1,647.50	4,894.88
5530 · Seminars - Training Courses	0.00	625.00
5540 · Subscriptions, Dues & Permits	0.00	3,140.48
5700 · Trash Pickup	6,206.33	61,614.18
5710 · Travel/Mileage	0.00	457.97
5715 · Computer		
5716 · Consulting Fees	62.50	62.50
5715 · Computer - Other	0.00	125.00
Total 5715 · Computer	62.50	187.50
5720 · Utilities		
5721 · Electric Services	2,212.39	25,826.56
5725 · Pagers/2-Way Radios	32.69	323.37
5726 · Telephone Services	225.78	2,032.02
Total 5720 · Utilities	2,470.86	28,181.95

City of Blue Ridge Revenue
Profit & Loss YTD Comparison
July 1 - 28, 2017

	Jul 1 - 28, 17	Oct 1, '16 - Jul 28, 17
5800 · Water & Sewer		
5801 · W&S Maint & Repair	6,702.24	24,291.20
5802 · W&S Parts & Equipment	735.22	42,398.29
5803 · W&S Testing/Samples	729.15	5,845.45
5804 · Vehicle Maint/Repairs	0.00	265.26
5805 · Water & Sewer - Chemicals	203.74	4,098.00
5809 · Water - Contract Labor	800.00	8,000.00
5811 · Water - Conservation	0.00	2,829.62
5821 · Sewer - Other	0.00	1,280.00
5800 · Water & Sewer - Other	0.00	10,884.60
Total 5800 · Water & Sewer	9,170.35	99,892.42
5810 · Water Bill Expense	0.00	1,350.32
5906 · ANB Vac Tron Principal	334.88	3,374.27
5999 · Bad Debt Expense	0.00	-82.02
6690 · Reconciliation Discrepancies	0.00	-1,758.73
Total Expense	28,199.11	382,882.93
Net Ordinary Income	-25,016.11	9,626.36
Other Income/Expense		
Other Income		
4210 · Earned Interest	0.00	320.96
4999 · Transfer from Other Funds	0.00	1,303.49
Total Other Income	0.00	1,624.45
Other Expense		
6999 · Transfer to Other Funds	0.00	384.01
Total Other Expense	0.00	384.01
Net Other Income	0.00	1,240.44
Net Income	-25,016.11	10,866.80

Blue Ridge Fire Department July 2017

Total Runs	21	
Total City Runs	6	29%
Total County Runs	14	66%
Total Mutual Aid calls given	1	5%
Total County and Mutual Aid	<u>15</u>	71%

Calls by Response

Inside City Limits		Outside City Limits	
EMS**	5	EMS**	9
Electrical fire	1	MVC	1
		Structure Fire	2
		Down Tree	1
		Special Event	2

**EMS calls accounted for 67% of July 2017 runs.

Mutual Aid Calls

Mutual Aid <u>Given</u>	1
	<ul style="list-style-type: none">• Structure Fire Melissa FD
Mutual Aid <u>Received</u>	0

Response Time

Average Response Time in City (From dispatch to arrival)	7.16	Includes Hwy 121/160 and Staging
Average Response Time in County (From dispatch to arrival)	10.86	
Average Chute Time all Calls (From dispatch to enroute)	5.52	
Average call lasting (From dispatch to clear)	49 minutes	
Average Number of Fire Fighters on scene	3.90	

**CITY OF BLUE RIDGE
RESOLUTION #R-2017-0801-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, AUTHORIZING THE APPOINTMENT OF TERRY DOUGLAS AS CITY OF BLUE RIDGE MUNICIPAL COURT JUDGE.

WHEREAS, the City of Blue Ridge has determined that a Municipal Judge is necessary to perform the judicial functions of the Municipal Court of the City of Blue Ridge; and

WHEREAS, the City desires to appoint Terry Douglas as the Municipal Court Judge for the City of Blue Ridge; and

WHEREAS, the effective term of service for the Municipal Court Judge shall be from August 1, 2017 through August 1, 2019 with subsequent two year term; and

WHEREAS, reimbursable services of the Municipal Court Judge by the City of Blue Ridge shall constitute all time spent on any matters assigned including conference, telephone calls, investigation, drafting of documents, correspondence, negotiations, legal research and travel to conduct City of Blue Ridge Municipal Court business; and

WHEREAS, a monthly stipend of \$200 will be provided by the City of Blue Ridge for such services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS:

Section 1: The City Council authorizes the appointment of Terry Douglas as City of Blue Ridge Municipal Court Judge for a two year term effective August 1, 2017 through August 1, 2019 with a monthly stipend of \$200 for services as the City of Blue Ridge Municipal Court Judge with subsequent two year terms provided.

DULY PASSED AND ADOPTED by the City Council of the City of Blue Ridge, Texas this the 1st day of August, 2017.

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

**CITY OF BLUE RIDGE
RESOLUTION # R-2017-0801-003**

RESOLUTION OF THE CITY OF BLUE RIDGE APPROVING COOPERATION WITH THE CITIES SERVED BY TNMP TO REVIEW TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION FOR APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

WHEREAS, on or about May 26, 2017, Texas-New Mexico Power Company ("TNMP" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule 25.181(f), filed with the Commission an application for a 201 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 47217; and

WHEREAS, the City of Blue Ridge will cooperate with similarly situated city members and other city participants located within the TNMP service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Cities Served by TNMP ("Cities") to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, Cities has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in TNMP's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS:

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 47217.

Section 2. That subject to the right to terminate employment at any time, the City of Blue Ridge hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City

regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the City's reasonable rate case expenses shall be reimbursed by TNMP.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the 1st day of August, 2017.

Rhonda Williams, Mayor
City of Blue Ridge, Texas

ATTEST:

Edie Sims, City Secretary

**CITY OF BLUE RIDGE
RESOLUTION # 2017-0801-001**

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

WHEREAS, the undersigned Employer sponsors an employee benefit plan;

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

1. Effective Date

As of the first day of October, 2017, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

2. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.

5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.
7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.
8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than (a) the forty-fifth (45th) day following the termination or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

3. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
2. The Pool will provide election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
 1. benefit availability - initial notice, enrollment card and cost;
 2. confirmation of enrollment and payment coupons
 3. notice of termination letters:
 - Failure to reply
 - Failure to make initial payment
 - Failure to make regular payment
 - End of eligibility (no longer qualified)
 - End of eligibility period
 4. open enrollment
 5. contribution change and revised payment coupons
 6. conversion to an individual policy

7. Medicare eligibility

8. verification of incapacitated child status

4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is the lesser of \$50 or 10% of amount due.
7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
8. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

4. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten

days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool

Executive Director

TML MultiState Intergovernmental Employee Benefits Pool

Texas Municipal Center

1821 Rutherford Lane, Suite 300

Austin, Texas 78754-5151

Address of Employer

City of Blue Ridge

200 S Main St

Blue Ridge, TX 75424

5. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

6. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.

7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

7. Termination

1. Term of this initial Agreement shall be from its effective date through **09/30/2018**, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of **City of Blue Ridge**, at a duly called meeting held on August 1, 2017.

PASSED AND APPROVED this the 1st day of August, 2017.

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

**CITY OF BLUE RIDGE
RESOLUTION # R-2017-0801-004**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, PROVIDING FOR INVESTMENT POLICY SCOPE, STANDARD OF CARE, INVESTMENT OBJECTIVES, DELEGATION OF AUTHORITY AND APPOINTMENT OF INVESTMENT OFFICERS, ETHICS AND CONFLICTS OF INTEREST, AUTHORIZED INVESTMENTS, STRATEGIES, SAFEKEEPING AND CUSTODY, DIVERSIFICATION, INTERNAL CONTROLS, MARKET YIELD, REPORTING, ADOPTING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Blue Ridge acknowledges the high priority of providing necessary guardianship of public funds in the municipal sector; and

WHEREAS, the City Council expressly intends to set high fiscal standards, delegate treasury and investment duties to appropriate officials, and to review the actual performance at regular intervals; and

WHEREAS, the City Council hereby intends to implement investment requirements set forth in the Texas Government Code, 2256.005, Public Funds Investment, Subchapter A - Public Funds Investment Act and Subchapter B - Investment of Public Funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS;

SECTION 1. The City of Blue Ridge Investment Policy attached hereto as Exhibit "A" is hereby the official policy of the City of Blue Ridge, Texas.

SECTION 2. This Resolution shall take effect immediately from its passage.

SECTION 3. All provisions of the resolution of the City of Blue Ridge in conflict with other provisions of this or other resolutions are repealed, and all other provisions of the resolutions of the City of Blue Ridge not in conflict with the provisions of this resolution, shall remain in full force and effect.

DULY PASSED by the City Council of the City of Blue Ridge, Texas this the 1st day of August, 2017.

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

**CITY OF BLUE RIDGE
RESOLUTION # R-2017-0801-005**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, DECLARING SPECIFIED PROPERTY A SURPLUS AND AUTHORIZING THE SALE THEREOF.

WHEREAS, the Blue Ridge Public Works Department has the following items as surplus and the proceeds from the sale of these items will be placed in the General Tax Fund:

- 1994 Ford F250 Diesel VIN #2FTHF25M2RCA75717
- 1960's Ingram Street Roller
- 1967 Galion Road Grader Model 104G
- 1990's Utility Bed for F150
- Generator

WHEREAS, the staff recommends the described items above be declared surplus property and sold;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS to declare the above described vehicles and equipment as surplus property and to authorize the sale thereof.

DULY PASSED by the City Council of the City of Blue Ridge, Texas this the 1st day of August, 2017.

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary



Agenda Request

Name: Faith Tech Date: 6/13/2017
Address: 114 Harmon Circle Blue Ridge TX 75424
Phone: 903-327-4058 Cell: 214-504-4580

Agenda

Request: Request to Approve or disapprove the
Rezoning of 200 W. Fm 545 for Commercial
Residential Use.

Property Address: 200 W. Fm 545

Company/ Organization: Faith Tech

Meeting you wish to attend: yes

Will representative be present at meeting: yes

Do you have material that will need to be handed out prior to the meeting: optional

I understand that this a request to be placed on the requested agenda, to go before the City Council of the City of Blue Ridge. This is not a guarantee that I will be placed on the requested agenda.

Signature

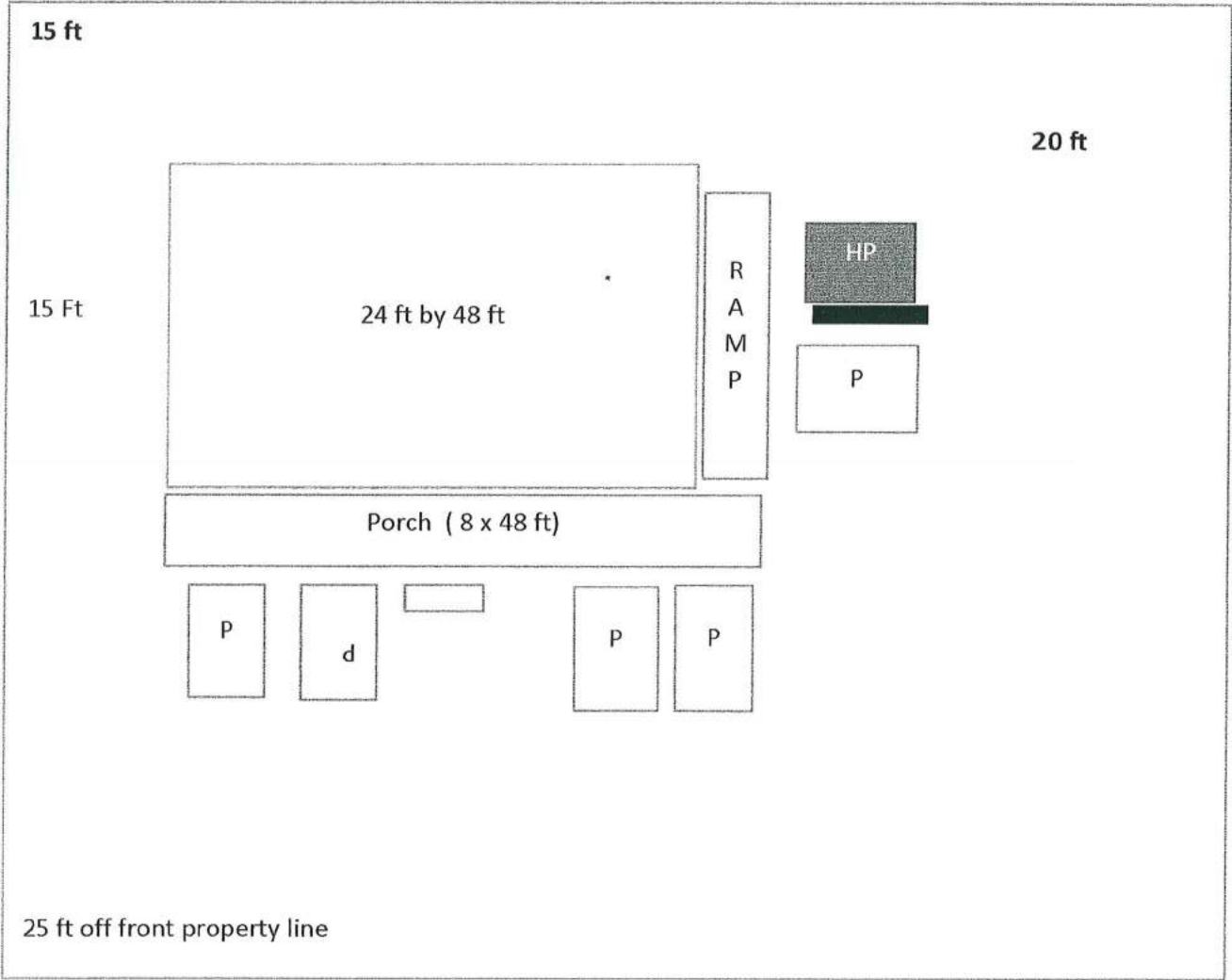
A handwritten signature in black ink, consisting of a stylized, cursive 'F' followed by a large, sweeping loop that ends in a sharp point.

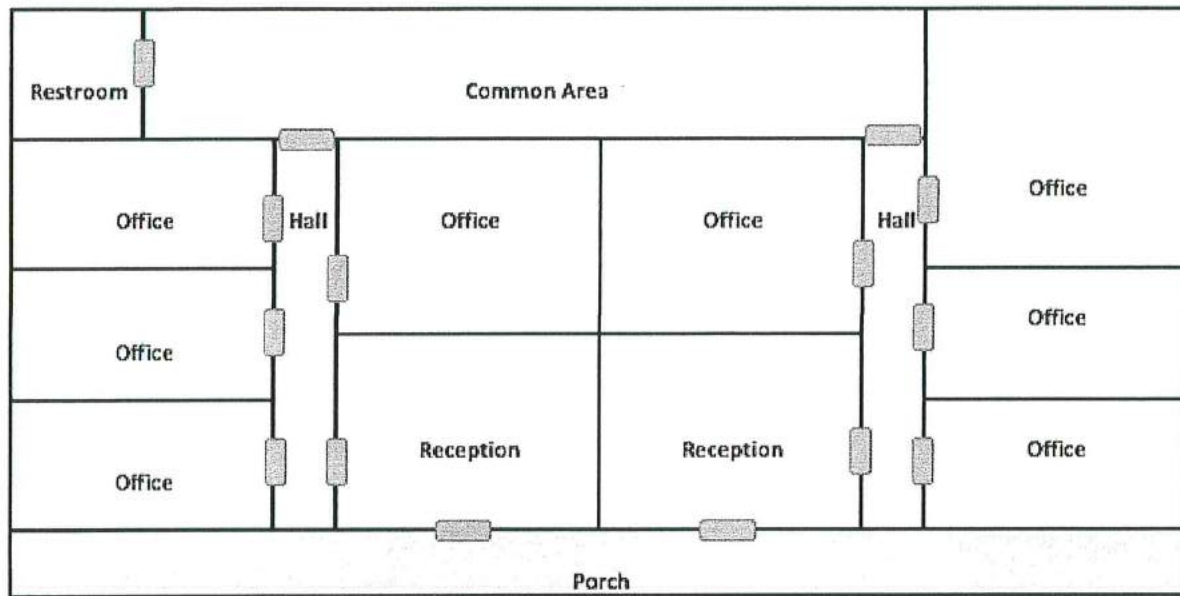
Date

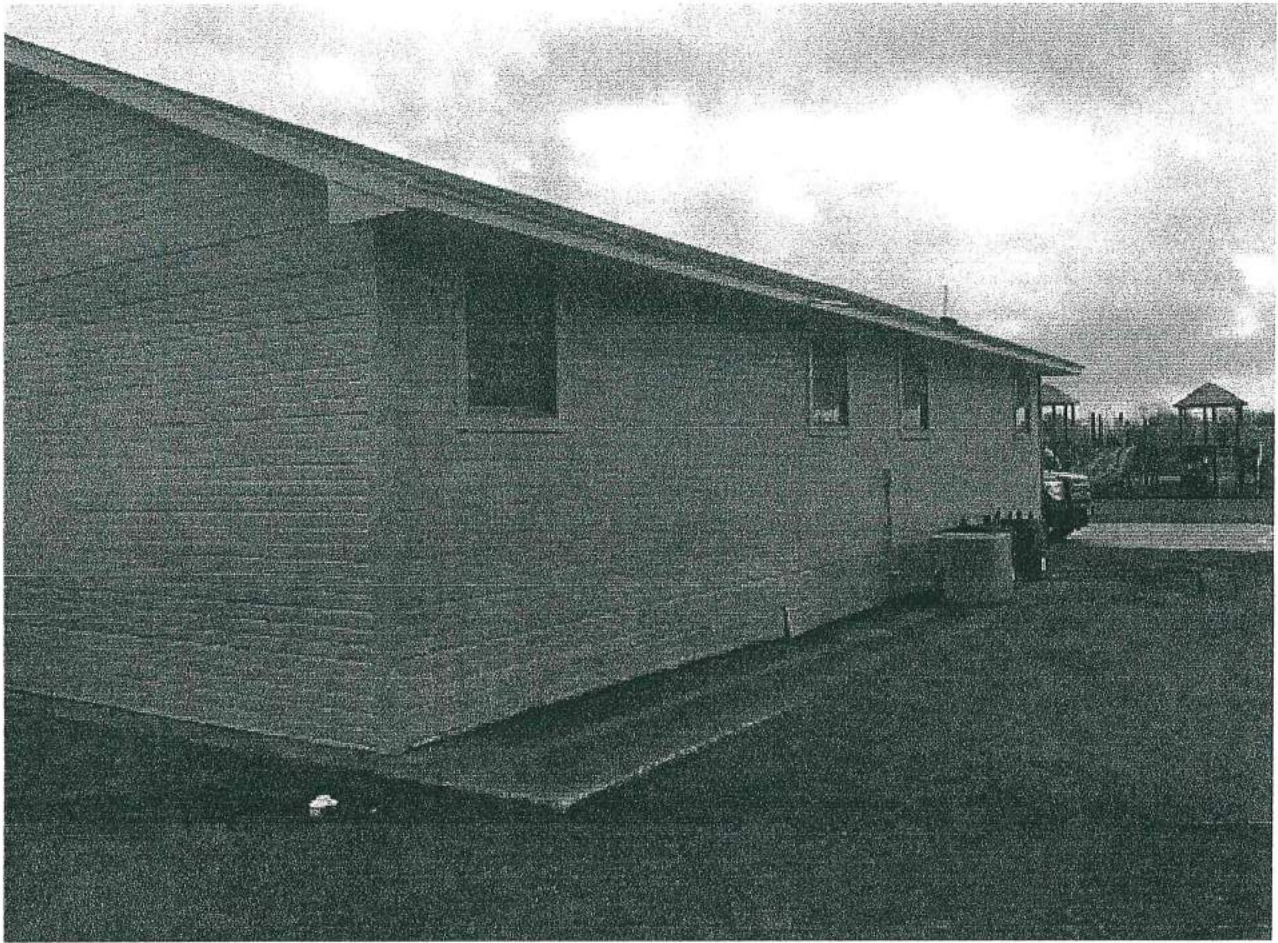
6/13/2017

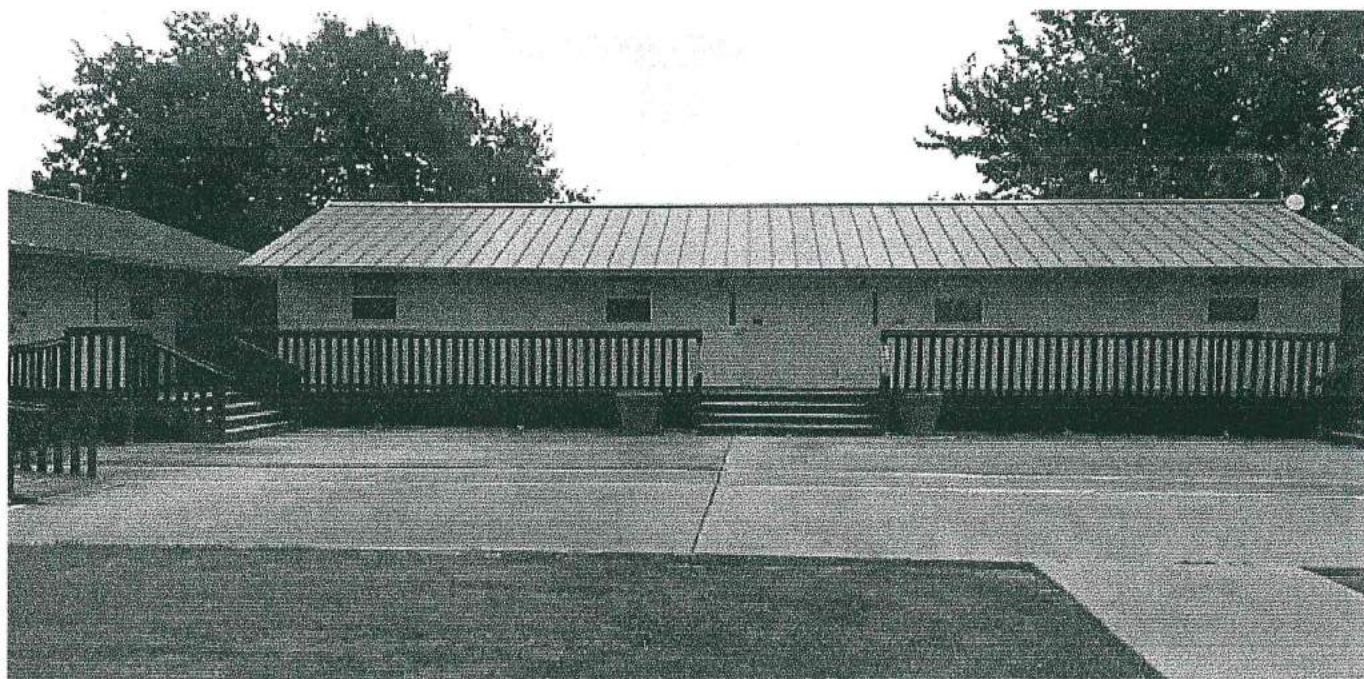
Property St 200 S FM 545, Blue Ridge, Tx 75424

Lot 90 X 88 Feet 15 feet off back of property line











Council Agenda Request

200 South Main
Blue Ridge, Texas 75424
972-752-5791

Form must be completely filled out. Return to City Hall by the last Tuesday of the Month to be considered for the next City Council Meeting.

Name: Octavio Lomas Date: 7/24/17
Address: 234 Pritchard St. Blue Ridge, TX 75424
Phone: 469-952-0980 Cell: 972-832-5588 Jonny Mercer
Property Address: 234 Pritchard St. Blue Ridge, TX 75424
Company / Organization: DFW Framing
Agenda Request: Drawing Approval for 4 plex

Date of meeting you wish to attend: 8/1/2017

Will representative be present at meeting: ☒ Yes ☐ No

Do you have material that will need to be handed out prior to the meeting: ☐ Yes ☒ No
(Please provide to City Secretary)

I understand that this is a request to be placed on the requested agenda to go before the City Council of the City of Blue Ridge. This is not a guarantee that I will be placed on the requested agenda.

Jonny Mercer
Applicants Signature

7/24/17
Date

Title



July 28, 2017

1:2,257

0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey,



Council Agenda Request

200 South Main
Blue Ridge, Texas 75424
972-752-5791

Form must be completely filled out. Return to City Hall by the last Tuesday of the Month to be considered for the next City Council Meeting.

Name: Martha A. Reyes Belmares Date: 7-25-17

Address: 101 Pruitt St.

Phone: 469 422 1074 Cell:

Property Address: 101 Pruitt

Company / Organization:

Agenda Request: Variance for Storage Container

Date of meeting you wish to attend:

Will representative be present at meeting: ☒ Yes ☐ No

Do you have material that will need to be handed out prior to the meeting: ☐ Yes ☒ No
(Please provide to City Secretary)

I understand that this is a request to be placed on the requested agenda to go before the City Council of the City of Blue Ridge. This is not a guarantee that I will be placed on the requested agenda.


Applicants Signature

7-25-17
Date



City Of Blue Ridge

April 8th, 2015

Charles Powers
101 Pruett
Blue Ridge, Texas 75424

RE: Variance Request

Mr. Powers,

On April 7th, 2015 the Blue Ridge City Council met in Regular Session. On the agenda was your request for a variance regarding a storage container on your property located at 101 Pruett Street. The City Council of Blue Ridge made the following motion.

Motion was made to allow a temporary variance for up to 6 months. Based on this motion you would need to resolve the aesthetic issues related to the storage container to allow it to stay on the property. Some of the suggestions presented to you at the meeting were painting and fencing.

Once you resolve the aesthetic issues please provide photographic proof of compliance to City Hall. If City Hall has not received proof of compliance by October 7th, 2015, you will again be placed on the agenda for reconsideration of a variance request at the November 3rd, 2015 meeting.

If you have any questions please feel free to contact our office at (972) 752-5791.

Thank you,

Nancy Southard
City Secretary
City of Blue Ridge
200 S. Main
Blue Ridge, Texas 75424
(972) 752-5791
(972) 752-9160 fax

Copy of letter was picked up
by Charles Powers
4-9-15 4:14 pm
date time

STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law-Enforcement Services (the Agreement) is made by and between Collin County (County), and the City of Blue Ridge, a municipal corporation (City).

WHEREAS, City desires to contract with County for law-enforcement services to be provided by the Collin County Sheriff's Office, as specified; and

WHEREAS, County is willing to provide such services under this Agreement, and

WHEREAS, City and County desire to use their authority under the Interlocal Cooperation Act of the Texas Government Code, chapter 791; and

NOW THEREFORE, City and County, for mutual consideration, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2017 (the Effective Date), and its term will continue for four years from the Effective Date to the Expiration Date. *See* Gov't Code, § 791.011(i). Contract Year 1 will run from October 1, 2017, to September 30, 2018. Contract Years 2, 3, and 4 will start on October 1 of each successive year.

2. COUNTY'S OBLIGATIONS.

2.1 **Law-Enforcement Services.** County will, through the Sheriff's Office, provide City with law-enforcement services as described in paragraph 2.5(a) and Exhibit A, in accordance with the Sheriff's Office's policies and procedures and local, state, and federal law. These services will include general preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other services related to law enforcement and the protection of the citizens of City. County will not generally enforce City ordinances or permit requirements. City has no regular police department.

2.2 **Planning and Supervision.** County will plan, organize, and supervise all tasks and matters that are part of its provision of law-enforcement services and County's performance under this Agreement. County will assign, allocate, direct, supervise, and discipline County personnel.

2.3 **City Requests.** County will promptly consider all requests from City received through the Liaison Officer or the Sheriff's Office's communications division (Dispatch) for law-enforcement services. County will make every reasonable effort to comply with these requests consistent with: (1) this Agreement, (2) the Sheriff's Office's policies and procedures, and (3) local, state, and federal law.

2.4 **County's Liaison Officer.** City may confer with County's Liaison Officer—the Commander of Operations in the Sheriff's Office—about County's performance under this Agreement. The Commander will oversee County's performance and devote sufficient time and attention to reasonably ensure County's proper performance. The Commander and the chain of command will supervise

deputies, officers, and employees who provide County's performance. The Commander and the chain of command will also communicate and coordinate with any deputies, officers, or employees of other sheriff's offices, police departments, or other agencies or entities, who may also provide services along with County.

2.5 Deputies.

a. **General.** County will generally provide services during the times set forth in **Exhibit A**. County will take dedicated a deputy to patrol the district in which City is located and take reasonable steps to try to increase the level of law-enforcement services provided to this district and to reduce response times to calls for service. County will select and structure shifts and work hours to best serve the district, in light of a town's or city's requests, the history and pattern of service calls, reports or occurrences of crime, and other law-enforcement or emergency circumstances. During times not specified in Exhibit A, County will continue to provide law-enforcement services in the manner and at the level currently provided to other, similarly populated, unincorporated areas in Collin County.

b. **Body-Worn Cameras.** In 2015, the legislature passed a body-worn-camera program. *See* Occupations Code, §§ 1701.651–1701.663. If and when the Sheriff's Office implements a policy to equip patrol deputies generally with body-worn cameras, then the deputy dedicated to providing services to the patrol district in which City is located will receive the same equipment.

County alone will be responsible for complying with state body-worn-camera law, including the provisions related to deputy training, policy, data retention, release of recordings or other information, and reporting. In an incident involving City,

County will provide City's officials and City's attorneys and experts with reasonable viewing of any relevant recordings—including those made by in-vehicle or body-worn cameras—consistent with investigative, law-enforcement, or criminal- or civil-defense requirements, including those in section 1701.660 of the Occupations Code. The Sheriff alone will make all decisions about public or other release of records, including decisions under sections 1701.661–1701.663 of the Occupations Code or the Public Information Act, Texas Gov't Code, chapter 552.

County alone will retain all body-worn-camera property at this Agreement's end.

2.6 Reports of Services. The Sheriff's Office will provide City with written reports of all law-enforcement activity within the City, in form and content that are consistent with the Sheriff's Office's policies and procedures.

2.7 Patrol Vehicles.

a. **General Obligation.** County will provide and maintain the Patrol Vehicles to provide services in the patrol district in which City is located. A "Patrol Vehicle" means the make-ready vehicle together with the installed equipment, including the radio, computer, in-car camera system, technology for internet connectivity, all software and updates, and emergency equipment and decals. County may include radar, in which case it will become part of the Patrol Vehicle. County alone will retain all Patrol Vehicles.

b. **Initial Patrol Vehicle.** County will initially purchase and provide one patrol vehicle, the **initial Patrol Vehicle**.

c. **Replacement or New Patrol Vehicles.** A “**replacement Patrol Vehicle**” is one that is purchased or put into service under this Agreement to replace any Patrol Vehicle, including the initial Patrol Vehicle. A “**new Patrol Vehicle**” is a Patrol Vehicle that is bought and put into service under this Agreement and whose addition results in more than one vehicle being dedicated to provide services under the Agreement.

d. **Additional Patrol Vehicles.** Either party may confer with the other about increasing the total number of Patrol Vehicles dedicated to service under this Agreement. If the parties agree that County should buy and add a new Patrol Vehicle, then City agrees to reimburse County for the new vehicle on terms analogous to the reimbursement terms outlined here, adjusted for the then-prevailing price and circumstances. But once the parties agree to terms and County buys and dedicates a replacement or new Patrol Vehicle to service, then City has a surviving obligation to pay its reimbursement amount.

e. **Replacement Schedule.** County will replace the initial or any other Patrol Vehicle whenever County determines the Patrol Vehicle should be replaced in light of County policy, which considers a vehicle’s condition, use, value, accident or damage history, repair costs, reasonably available replacement and repair options, and estimated remaining useful life for patrol purposes.

3. CITY’S OBLIGATIONS.

3.1 **Payments.** City will pay County the reimbursement amounts set out in this paragraph and in Exhibits A and B.

a. **Reimbursement Amounts—Patrol Vehicles.** City will pay to County its **reimbursement amount**, which is \$34,248—or one-half of the full cost of the initial Patrol Vehicle (a sedan) of \$68,496. City will pay this \$34,248 in four, equal quarterly installments of \$8,562 each, beginning on October 1, 2017.

One Patrol Vehicle will ordinarily remain in service for the patrol district in which City is located. If the parties agree to dedicate more than one Patrol Vehicle and County must purchase a new vehicle under paragraph 2.7, then City will pay its reimbursement amount of one-half of the new vehicle's cost in four, equal, quarterly installments, beginning on the first day of the next calendar month after the vehicle is first used in service under this Agreement.

b. **Reimbursement Amount in Year 1—Deputies.** City will pay to County its **reimbursement amount**, which is \$38,188.50—or one-half of the cost of a dedicated deputy's annual compensation of \$76,377.¹ City will pay this \$38,188.50 in four, equal quarterly installments of \$9,547.13 each, beginning on October 1, 2017.

c. **Reimbursement Amounts in Years 2, 3, and 4—Deputies.** The parties will negotiate and agree to City's reimbursement amount for deputy compensation for contract Years 2, 3, and 4, parallel to the calculations in paragraph 3.1(b). The parties will try to agree to new terms in writing before October 1 of each contract year.

d. **Reimbursement Amount for Additional Deputies.** County will ordinarily dedicate one deputy to provide services under this Agreement. If the parties agree to the dedication of more than one deputy, then City will reimburse County for

¹ **Estimate:** The deputy's salary is an estimate as of June 9. The figure will be updated by the time of signing.

its proportionate share of the additional deputy's annual compensation on terms parallel to those here, adjusted for the then-prevailing costs and circumstances.

e. **Reimbursement for Extraordinary Services.** If City asks County to provide a higher level of services than County ordinarily provides under this Agreement, then County will use reasonable efforts to accommodate City's request and City agrees to reimburse County for overtime under ¶ 3 to Exhibit A and to negotiate terms to reimburse County for any other extraordinary costs, including costs for fuel or equipment, to provide the extra service.

3.2 **City's Liaison Officer.** County will confer with City's Liaison Officer—the Mayor of the City of New Hope—about this Agreement.

4. NOTICE AND CONFERENCE; SUSPENSION OF SERVICES.

4.1 **Notice & Conference.** If a party believes that the other party has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's Liaison Officer to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other's Liaison Officer in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. The parties should assess a "reasonable time" under the relevant circumstances and with regard to the nature of the issue.

4.2 **Suspension.** If City fails to make a payment as required by this Agreement within 30 days of the due date, County may suspend service until payment is received, or County may terminate this Agreement under paragraph 5.

4.3 **Notice of Suspension.** If County decides that it will suspend service to City for any reason, including for non-payment of any monies under this Agreement, then County will notify City's Liaison Officer by telephone and in writing of the date service will be suspended. County will use reasonable efforts to provide advance notice of at least five calendar days.

5. TERMINATION.

5.1 **Notice & Conference.** Before a party tries to terminate this Agreement, the party must follow the notice-and-conference procedures in paragraph 4.1.

5.2 **Termination by City.** City may terminate this Agreement by giving 90 days written notice to County.

5.3 **Termination by County.** County may terminate this Agreement by giving 90 days written notice to City.

5.4 **Recoveries & Remedies.** County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicle, staffing the deputy position, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the dedicated deputy into it. City must reimburse County for all Patrol Vehicles purchased for service under this Agreement, regardless of when this Agreement ends or is terminated.

If the Agreement ends before the end of a contract Year, then City must pay a prorated amount of reimbursement for deputy compensation for the portion during which County provided services.

If City terminates the Agreement, then City will make all payments due within 30 days of the termination.

If County terminates the Agreement in contract Year 1, then City may pay the reimbursement amount for the Patrol Vehicle under the terms for repayment in Year 1, even if the parties do not otherwise perform under the Agreement. In other words, if County terminates in contract Year 1, then City's rights to pay reimbursement on the terms of paragraphs 3.1(a) survive.

5.5 At this Agreement's expiration or termination, County will provide all reports that are outstanding under paragraph 2.6 within 15 business days of the expiration or termination.

6. LIMITATION OF EXTRAORDINARY REMEDIES. While the parties are entitled to the benefit of their bargain, the parties are not liable to each other for damages in excess of the benefit of the bargain, whether identified as consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. This provision does not affect either party's rights to remedies set out in this Agreement, including the parties' rights in paragraph 5.4 and County's rights to the reimbursement amounts for Patrol Vehicles and for deputy compensation for all periods County performed under this Agreement.

7. LIABILITY.

This Agreement is made for the express purpose of County providing law-enforcement services to City, which is a governmental function or service within the meaning of sections 791.003(3)(A) and 791.011 of the Government Code.

By entering or performing this Agreement, City and County waive no sovereign, statutory, or other immunity or limitation of liability. *See* Gov't Code, § 791.006(c).

8. NO THIRD-PARTY BENEFICIARIES.

City and County do not intend to create or confer a benefit on any person or entity, who is not a party to this Agreement. The parties do not intend to create a claim in favor of any person or entity, who is not a party to this Agreement.

To the extent that a party uses insurance or similar coverage or assistance in performing under this Agreement, then "City" and "County" will be interpreted to include the insurance company or other relevant entity.

9. OTHER.

Each party represents and warrants that the person or persons signing this Agreement have the requisite authority under section 791.011(d)(1) of the Government Code.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

Texas law will govern this Agreement and the relationship between, and claims and defenses of, the parties. *See* Gov't Code, § 791.012.

The parties will treat a photocopy of this agreement as an original copy for all purposes.

11. NOTICES.

A party will send any notice required under this Agreement by the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:

Mayor Rhonda Williams
City of Blue Ridge
200 S. Main St.
Blue Ridge, Texas 75424
mayor@blueridgecity.com

If to Collin County:

Collin County Sheriff's Office
Commander of Operations
4300 Community Blvd.
McKinney, Texas 75071
mlangan@co.collin.tx.us

With copy to:

Collin County Purchasing Agent
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071
shoglund@co.collin.tx.us

AGREED TO:

COLLIN COUNTY

CITY OF BLUE RIDGE

Judge Keith Self	Date
2300 Bloomdale Road	
McKinney, TX 75071	

City of Blue Ridge	Date
200 S. Main St.	
Blue Ridge, TX 75424	

EXHIBIT A
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit A is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the City of Blue Ridge (City) dated _____ (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

1. **Hours of Service.** Pursuant to the Agreement, County will dedicate one deputy to provide law-enforcement services to the patrol district in which City is located. The deputy will generally provide services to this district 40 hours per week, with overtime and Time Off as discussed below. County will determine the shifts or days and times for the provision of services.

2. **Vacation, Compensation, Personal and Sick Time.** The dedicated deputy may use vacation, compensation ("comp"), personal, and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office (Time Off). City acknowledges and agrees that County will not provide alternate personnel during the deputy's Time Off. Otherwise, Time Off does not alter City's obligations under this Agreement. County will notify City of a deputy's scheduled Time Off in advance when possible.

3. **Overtime.** In the event overtime pay is due to a dedicated deputy because of a request by City for particular services under this Agreement, City will reimburse County for such overtime pay.

4. The parties will review and evaluate this Exhibit's terms and provision each quarter. The parties may change or edit these terms as agreed. If the parties agree to dedicate more than one deputy to provide services to City under this Agreement, then City will agree to reimbursement and other terms parallel to those in paragraph 3.1 and Exhibit A.

EXHIBIT B
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit B is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the City of Blue Ridge (City) dated _____ (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

Under this Agreement, County will purchase and provide the initial Patrol Vehicle to provide law-enforcement services to the patrol district in which City is located. Depending on circumstances, County may buy and dedicate a replacement or new Patrol Vehicle as well. A “Patrol Vehicle” means the vehicle together with the installed equipment, including computer, radar, camera, emergency equipment, technology for internet connectivity, and all software and updates, if any.

1. In **contract Year 1**—October 1, 2017 to September 30, 2018—City will reimburse County for one-half of the full cost of the initial Patrol Vehicle and the compensation for the dedicated deputy. City will pay the following reimbursement amounts in four, equal, quarterly payments:

Initial Patrol Vehicle	$\$68,496 / 2 =$	$\$34,248.00$
Deputy	$\$76,377 / 2 =$	<u>$\\$38,188.50$</u>
		$\$72,436.50$

Total

Each quarterly payment will be $\$72,436.50 / 4 = \mathbf{\$18,109.13}$.

City will pay overtime reimbursement as set out in Exhibit A.

County pays its sheriff’s deputies in Patrol:

starting $\$76,377$,
mid $\$87,164$, and
max $\$97,951$.²

City intends to reimburse County for the one-half of the costs associated with dedicating a deputy to provide services under this Agreement. In contract year 1, the deputy performing under this Agreement will be a starting deputy. The deputy’s pay level may change in contract year 2, 3, or 4.

² **Note:** These figures were current as of June 9, 2017.

2. In **contract Year 2**—October 1, 2018 to September 30, 2019—City will reimburse County for one-half of the cost of the dedicated deputy at the deputy's salary level for October 1, 2018. The parties will negotiate the reimbursement amount for Year 2 and will try to agree to them in writing before October 1, 2018.

3. In **contract Year 3**—October 1, 2019 to September 30, 2020—City will reimburse County for one-half of the cost of the dedicated deputy at the deputy's salary level for October 1, 2019. The parties will negotiate the reimbursement amount for Year 3 and will try to agree to them in writing before October 1, 2019.

4. In **contract Year 4**—October 1, 2020 to September 30, 2021—City will reimburse County for one-half of the cost of the dedicated deputy at the deputy's salary level for October 1, 2020. The parties will negotiate the reimbursement amounts for Year 4 and will try to agree to them in writing before October 1, 2018.