

**CITY OF BLUE RIDGE
RESOLUTION 2018-1002-001**

**A RESOLUTION OF THE CITY OF BLUE RIDGE, TEXAS
FINDING THAT TEXAS-NEW MEXICO POWER
COMPANY'S ("TNMP") APPLICATION TO CHANGE
RATES WITHIN THE CITY SHOULD BE DENIED;
FINDING THAT THE CITY'S REASONABLE RATE CASE
EXPENSES SHALL BE REIMBURSED BY THE
COMPANY; 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 THE COMPANY AND LEGAL
COUNSEL.**

WHEREAS, the City of Blue Ridge, Texas ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP" or "Company"), and a regulatory authority with an interest in the rates and charges of TNMP; and

WHEREAS, the City is a member of Cities Served by Texas-New Mexico Power Company ("TNMP Cities"), a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area; and

WHEREAS, on or about May 30, 2018, TNMP filed with the City an application to increase system-wide transmission and distribution rates by \$33.3 million or approximately 16.6% over present revenues. The Company asks the City to approve a 23.4% increase in residential rates and a 11.8% increase in street lighting rates; and

WHEREAS, the TNMP Cities is coordinating its review of TNMP's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the TNMP Cities' consultants determined that TNMP's proposed rates are excessive; and

WHEREAS, TNMP Cities' members and attorneys recommend that members deny TNMP's application.

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

SECTION 1. That the rates proposed by TNMP to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution.

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. That a copy of this Resolution shall be sent to TNMP, care of Scott Seamster, Associate General Counsel, 577 N. Garden Ridge Blvd., Lewisville, TX 75067 and to Chris Brewster, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or cbrewster@lglawfirm.com.

PASSED AND APPROVED this 2nd day of October, 2018.

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

MODEL STAFF REPORT REGARDING TNMP'S APPLICATION TO CHANGE RATES FILING

The City is a member of a coalition of cities known as Cities Served by Texas-New Mexico Power Company ("TNMP Cities"). TNMP Cities have been an important interest advocating before the Public Utility Commission and the Courts on electric utility regulation matters for a number of years.

On May 30, 2018, Texas-New Mexico Power Company ("TNMP" or "Company") filed an application to change rates with cities retaining original jurisdiction. In the filing, the Company sought to increase system-wide transmission and distribution rates by \$33.3 million, or approximately 16.6% over present revenues. This equated to a 23.4% increase in residential rates and a 11.8% increase in street lighting rates. If approved, monthly rates would increase by approximately \$12.21 for an average residential customer.

In May, TNMP Cities engaged the services of two consultants, Mr. Lane Kollen and Mr. Richard Baudino, to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, the TNMP Cities' attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, TNMP will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with TNMP's filing (i.e., PUC Docket No. 48401) currently pending at the Commission.

Under a pending settlement between parties (including TNMP Cities) and TNMP, the Company's request is substantially reduced. Under the proposed settlement, the Company would be permitted a \$10 million increase, or approximately a 6.6% increase in its revenues. This would result in a 9.9% increase to residential rates and no increase to street lighting rates. However, that settlement remains in the process of being finalized. The requested Council action is therefore denial of TNMP's original, \$33.3 million proposed increase.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. As such, all cities with original jurisdiction will need to adopt this resolution no later than October 2, 2018.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate application proposed by TNMP.

Explanation of "Be It Ordained" Sections:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.

3. The Company will reimburse the TNMP Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the TNMP Cities will submit monthly invoices that will be forwarded to TNMP for reimbursement.

4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

5. This section provides TNMP and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

RESOLUTION

A RESOLUTION OF THE CITY OF BLUE RIDGE, TEXAS, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) 2019-2020 FUND YEAR PROJECT.

WHEREAS, the 2019-2020 Texas Community Development Block Grant contract requires implementation by professionals experienced in federally funded community development projects;

WHEREAS, in order to identify a qualified and responsive provider for these services, a Request for Qualifications (RFQ) for engineering services has been completed in accordance with TxCDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for professional services giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That _____ be selected to provide Texas CDBG application and project-related **professional engineering services** for the 2019-2020 Texas Community Development Block Grant project.
- Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of 2019-2020 Texas Community Development Block Grant funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON OCTOBER 2, 2018.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

**THE CITY OF BLUE RIDGE
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Blue Ridge, 200 S. Main, Blue Ridge, TX 75424, 972-752-5791 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Blue Ridge, 200 S. Main, Blue Ridge, TX 75424 or may call 972-752-5791.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

09/01/2017

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Rhonda Williams, Mayor

October 2, 2018

Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW-ENFORCEMENT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES is made and entered into on the ____ day of _____, 2018, by and between Collin County, Texas, and the City of Blue Ridge, Texas.

RECITALS

WHEREAS, the City desires to contract with the County for Law-Enforcement Services to be provided by the Collin County Sheriff's Office, as specified;

WHEREAS, the Collin County Sheriff and Sheriff's Office are responsible for suppressing crime, keeping the peace, executing summonses and other process, arresting persons as authorized, and securing and caring for inmates in the county jail under section 23, article 5 of the Constitution, the Code of Criminal Procedure, chapters 85 and 351 of the Local Government Code, and other laws;

WHEREAS, the County, through the Sheriff's Office, is willing to provide Law-Enforcement Services to the City's residents on the terms provided here; and

WHEREAS, the City and the County agree under the Interlocal Cooperation Act, Government Code, chapter 791, as follows:

AGREEMENT

1. Purpose. The parties' purpose is for the City to contract with the County for the Sheriff's Office to provide Law-Enforcement Services to the City's residents in return for the payment of a services fee, in accordance with this Agreement.

2. Effective Date, Term. This Agreement is effective on October 1, 2018, and contract year 1 will run from October 1, 2018 to September 30, 2019. Unless a party terminates it under section 9, below, this Agreement will renew annually for three one-year terms. Contract year 2 will be from October 1, 2019 to September 30, 2020, and contract year 3 will be from October 1, 2020, to September 30, 2021. *See* Gov't Code, § 791.011(i).

3. The County's Obligations.

a. **Law-Enforcement Services.** Through the Sheriff's Office, the County will provide the residents in the City with Law-Enforcement Services in accordance with the Sheriff's Office's policies and schedules and with state, local, and federal law, in the same manner and with the same standard of care as it does to those residents in other parts of its service area. The County has no obligation to provide enhanced or dedicated patrol services, or other services, unless the parties amend or supplement this Agreement as set out in section 4(c).

b. **Personnel.** The County will provide all required personnel, and they will be peace officers under article 2.12 of the Code of Criminal Procedure and licensed under chapter 1701 of the Occupations Code. The City will not be responsible for the selection or qualification of the County's peace officers.

c. **Liaison Officer for the Sheriff's Office.** The City may contact the Commander of Operations or a Captain in Operations of the Sheriff's Office, 972.547.5100, as the County's liaison officer for purposes of discussing services or making requests under this Agreement. As of October 1, 2018, Commander Parrish Cundiff and Captain Kenny Jenks hold these positions.

d. **Reports of Services.** The Sheriff's Office will provide the City with reports of its activities within the City's borders in a form that is consistent with the Sheriff's Office's policies and procedures. The City may also inquire about services performed.

e. **Vehicles and Equipment.** The County will retain ownership of all vehicles and equipment that it uses to provide Law-Enforcement Services to the City. The County will maintain and insure or otherwise cover its vehicles and equipment. The parties would need a separate agreement under section 263.152 of the Local Government Code, if the City wanted to purchase a patrol vehicle after the County removed it from service in the Patrol Section. The parties would follow County policy in removing equipment, database access, and emblems and other badges from such a vehicle before transfer to the City.

4. The City's Obligations.

a. **Fee in Contract Year 1.** Consistent with the parties' discussions in calendar year 2017, the City's fee for contract year 1 will be \$73,704.72. This is approximately one-half of the cost of a patrol deputy's annual compensation (\$78,913.44) and one-half of the cost of a patrol vehicle (\$68,496.00). [Alternatively, we can spread this cost out over all three contract years.]

b. **Fee in Contract Years 2 and 3.** The City's fee for contract years 2 and 3 will be approximately one-half of the cost of a patrol deputy's annual compensation for that contract year. The County will notify the City of this cost before October 1 each year.

c. **Fees for Enhanced or Additional Services.** The City may ask the County for patrol services on a more frequent basis than the Sheriff's Office would provide to the City under its usual policies and schedule for serving its service area (*see* section 4(d) for more information). The County and the City would then discuss an appropriate fee designed to allow the County to recover fair compensation, including all costs of providing such services, under section 791.011(e) of the Government Code.

d. **Fees after Contract Year 3.** After the parties' discussions in 2017, the County has moved towards a more comprehensive fee-setting policy in agreeing to provide Law-Enforcement Services. The County has signed an interlocal cooperation agreement with a municipal utility district under which fees are calculated per single-family residential properties, per non-residential properties, and per other properties (*e.g.*, multi-residential, such as apartments or townhomes). The agreement classifies Law-Enforcement Services as baseline patrol services (delivered to all residents of the County's service area under the Sheriff's Office's policy and scheduling), enhanced patrol services (more frequent patrols in the district's boundaries), or dedicated patrol services (dedicating a specific number of deputies to patrol the district's boundaries when the deputies are on duty (*e.g.*, two deputies could work up to 80 hours per week before overtime, less PTO and other forms of leave) or dedicating enough deputies to provide a specified level of patrol services in the district's boundaries (*e.g.*, multiple deputies would be needed to provide 24 x 7 coverage; $24 \text{ hours/day} \times 7 \text{ days/week} = 168 \text{ hours/week} / 40 \text{ hours in a standard work week} = 4.2 \text{ deputies}$)), along with requests or special events (*e.g.*, a festival, parade, or protest) or risk assessments or social-media monitoring (the North Texas Fusion Center assesses risks associated with public special events)). The parties may negotiate fees for each level or type of service. A fee would be designed to permit the County to recover fair compensation under section 791.011(e) of the Government Code, including all personnel, vehicle and equipment, training, insurance, and other direct and indirect costs. A special-event fee would also be designed to ensure that a private person didn't earn a profit at the County's public expense or with a public subsidy. To be clear, the County and the City have not agreed to this type of fee setting in this Agreement. The County provides this information for comparison purposes and future reference.

e. **Payment.** The City may pay its annual fee in any way reasonable during the contract year. In the event of a dispute, the City will pay its fee under chapter 2251 of the Government Code.

5. Confidential Information. A party may designate specific information as confidential by a reasonable method, such as by including "confidential" at the bottom of a page or spreadsheet or on the cover of a separately bound document. A party may use this designation for information that is subject to a privilege like the attorney-client privilege, executive-session information, information falling under an exception in subchapter C of title 552 of the Government Code, or information that the party is obligated to protect under a contract. Certain information about the Collin County Detention Center or critical infrastructure may be confidential. *See, e.g.*, Gov't Code, § 423.0045; Tex. Att'y Gen. OR2015-22157; Tex. Att'y

Gen. ORD 143 (1976). A party should not designate as confidential information that is publicly available or that constitutes public information under a government-transparency law, such as the Open Meetings Act or the Public Information Act, Gov't Code, chapters 551 and 552.

A party will protect the other party's confidential information by the same methods that it uses to protect its own. If a party intends to disclose the other's confidential information to a contractor or representative, such as an attorney, expert, consultant, or accountant, then the party will protect the information with a confidentiality clause in the relevant contract.

If a party uses confidential information in a court filing, then the party will use its best efforts to protect the information, such as by filing it under seal or agreeing to a protective order.

If a party believes that it may have to disclose the other's confidential information (*e.g.*, in response to a court order or subpoena), then the party will notify the other of the possible pending disclosure with enough information and sufficiently far in advance for the other party to take steps to protect its interests.

6. Audit. During this Agreement and for three years after its expiration or termination, each party will maintain and produce to the other all records and data related to the party's performance under this Agreement, including the provision of Law-Enforcement Services and the information necessary to calculate the fees under section 4.

Each party will maintain and produce to the other all information necessary for the other party to comply with governmental or industry standards, such as GASB standards, related to accounting for this Agreement or transactions under it.

During this Agreement and for three years after its expiration or termination, both parties will have the right to audit and examine any books, documents, files, records, or communications about all fees paid by the City or charged by the County under this Agreement. A party will give the other reasonable notice of an audit. Each party will bear its own audit costs.

7. Body-Worn Cameras. If and when the Sheriff's Office implements a policy to equip patrol deputies with body-worn cameras, *see* Occupations Code, §§ 1701.651–1701.663, then the deputies who provide patrol services under this Agreement will receive the same equipment.

The 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 the City, the County and Sheriff's Office will provide the City's officials and the 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.

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

8. Disputes. 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 this doesn’t resolve the issue, then the party will notify the other’s liaison officer in writing of the party’s belief or complaint in reasonable detail. The other party will have a reasonable time—ordinarily no more than two calendar weeks—to improve its performance. Before a party may file a claim, the Sheriff or County Administrator, on the one hand, must meet in person with the Mayor or City Manager, on the other hand, and attempt to resolve the dispute.

9. Termination. Either party may terminate this Agreement with 90 days’ written or email notice. If the Agreement ends before the end of a contract year, the City must pay a prorated fee to reimburse the County for deputy compensation for the portion of the year during which the County provided services.

10. Compliance with the Law. Each party will comply with all federal, state, and local law and regulations applicable to its conduct. A party’s violation of the law that affects the parties’ relationship or rights under this Agreement is a breach of this Agreement as well.

11. Liability and Damages. Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this Agreement alone.

A party will not be liable to the other party for claims or damages arising from the acts or omissions of the party’s employees or contractors. A party will **defend, indemnify, and hold harmless** the other party for all claims and damages arising from the alleged acts or omissions of the party’s employees or contractors. This provision falls under subsection (b) to sections 5 and 7 of article XI of the Texas Constitution.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party’s employees or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions of the other party or its

employees. If the injuries or damages arose from the acts or omissions of the other party's contractor, however, then the party may sue the contractor, not the party—except on a claim that the party is directly liable by reason of an exercise of actual control over a person or instrument that proximately caused the injury or damage. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party.

If a person, who is not a party to this Agreement, files or asserts a claim against a party to this Agreement, then the parties will assert and pursue all immunity and other defenses against the claim. But each party may also pursue its third-party-practice rights against the other party in the context of a claim by a person who is not a party to this Agreement.

The parties do not intend to create a claim or right for a person or entity who is not a party to this Agreement. But the parties recognize that residents in the City will benefit from the parties' performances under this Agreement.

A party is entitled only to the benefit of its bargain under this Agreement. A party is not liable to the other party for *other* consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A party will not sue for such damages.

"Claims or damages" means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney's fees, expert costs, litigation or ADR costs, and interest. "Acts or omissions" means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, violation of statute, or other actionable conduct. "Third-party-practice rights" means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 34, 38, and 39 of the TRCP and chapters 32 and 33 of the TCPRC or their counterparts in other jurisdictions. This section's rights and duties apply at all stages of a dispute or lawsuit.

12. Other

a. **Authority.** Each party represents that the person or persons signing this Agreement have the requisite authority to sign under section 791.011(d)(1) of the Government Code.

b. **Source of Funds.** 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.

c. **No Partnership, Agency, or Joint Venture.** The County and the City are separate and independent local government entities for purposes of this Agreement. The parties are not forming a partnership, agency, or joint venture by virtue of this Agreement. At no time will one party's employees, agents, or assignees be the employees, agents, or assignees of the other party.

d. **Attorney's Fees.** In the event of a lawsuit or any form of ADR between the parties over an alleged breach of this Agreement, each party will bear its own attorney's fees and costs.

e. **Modification.** This Agreement is subject to change only with the parties' written consent. No party will attempt to enforce a purported amendment that is not properly documented and approved by each party's governing body under section 791.011(d)(1) of the Government Code.

f. **Assignment.** A party will not assign its rights or obligations under this Agreement to a person or entity, who is not a party to this Agreement, without the other party's written consent.

g. **Integration and Interpretation.** A court or other authority should interpret this Agreement so that the parties receive the benefits of their bargain; that is, the City should receive customary and agreed-on levels and standards of Law-Enforcement Services and the County should receive fair compensation. Upon the parties' execution of this Agreement, this Agreement will constitute the entire agreement between the parties as to matters set forth here. If the parties sign other agreements, such as ones for enhanced or dedicated patrol services, requests, special events, threat assessments, or social-media monitoring, then a court or other authority may consider this and all other of the parties' contracts in interpreting the parties' rights and obligations.

h. **Immunity.** The parties do not waive any form of immunity by signing this Agreement. The parties do not create any obligations, express or implied, other than those set forth here. "Immunity" means all of a county's or municipality's immunity, including sovereign immunity, assigned burdens of proof, heightened standards of proof, notice and procedural protections, and limitations or caps under state or federal law, including those in the Texas Tort Claims Act (Civil Practice & Remedies Code) and damages law (Civil Practice & Remedies Code, chapter 41).

i. **Counterparts and Photocopies.** This Agreement may be executed in any number of original counterparts. A party may use a complete photocopy as if it were an original.

j. **Governing Law and Venue.** Texas law will govern this Agreement, the parties' relationship, and claims and defenses arising from their relationship, regardless of a forum's

choice-of-law rules. A state court located in Collin County or the U.S. District Court for the Eastern District of Texas will have exclusive jurisdiction and venue.

k. **Notice.** A party must put a required notice in writing and send it by (1) email with receipt determined by the date sent, or (2) certified mail with return receipt requested, with receipt determined by the date of signed receipt. Notice by another means will be effective only when the other party to be notified actually receives it. Unless changed, the parties' contact information is:

If to the City: Mayor Rhonda Williams
City of Blue Ridge
200 S. Main Street
Blue Ridge, Texas 75424
mayor@blueridgecity.com

If to the County: County Judge Keith Self
Collin County Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071
keith.self@collincountytexas.gov

with copy to: Collin County Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071
Purchasing@co.collin.tx.us
972.548.4165

A party may change its notice information and contact address by at least 15 days' written notice to the other party.

13. Definitions. In this Agreement:

"The City" means the City of Blue Ridge, Texas. In section 10, "the City" also includes the City's officials, officers, employees, agents, insurers, and representatives.

"The County" means Collin County, Texas. In section 10, "the County" also includes the County's officials, officers, employees, agents, insurers, and representatives.

"Law-Enforcement Services" means the Collin County Sheriff's and Sheriff's Office's duty to enforce the law in the county, particularly the unincorporated areas, under state, federal, and local law, including providing patrol services, traffic enforcement, emergency-response, criminal-

investigation services, and enforcement of state laws, including the state prohibition against operating a motor vehicle on a levee or other area as described in section 49.217(b) of the Water Code, and to accept custody of arrested persons and inmates under articles 2.17 and 2.18 of the Code of Criminal Procedure. *See Weber v. City of Sachse*, 591 S.W.2d 563 (Tex. Civ. App.—Dallas 1979, writ dismissed). Under this agreement, law-enforcement services *exclude* (1) enforcement of the City’s code of ordinances, (2) enforcement of rules or regulations enacted by a private body, such as a home-owners’ association, or ones contained in property deeds, (3) enforcement of regulations or prohibitions on vehicular travel on private property or private roads within the meaning of section 542.005 of the Transportation Code or section 49.217(c) of the Water Code, (4) enforcement of county or other traffic regulations that may later be extended to qualifying roads in a special district under an agreement under section 251.151(b) of the Transportation Code or as a result of a petition and order under sections 542.007–542.0081 of the Transportation Code or similar provisions (that is, a special district and the County would have to follow those provisions in the future for such traffic enforcement), (5) provision of detention services beyond taking custody of persons arrested for or accused of violating state law under articles 2.17 and 2.18 of the Code of Criminal Procedure (that is, the Sheriff will meet the Sheriff’s duties under articles 2.17 and 2.18 but will not accept custody of persons arrested for or accused of a class C misdemeanor, *see* Tex. Att’y Gen. Op. No. JM-0151 (1984) (the City and the County would have to sign a separate jail-services agreement for such services)), (6) provision of a school resource officer, *see* subchapter M of chapter 1701 of the Occupations Code, or similar services, and (7) provision of specific security services, such as security at construction sites in the City to prevent or deter theft.

The County’s or Sheriff’s Office’s “service area” means the unincorporated areas of the county as well as the boundaries of municipalities that do not have police departments, such as the Cities of Blue Ridge, Lowry Crossing, Lucas, and Weston, and the Town of St. Paul, as well as the municipal utility districts of Inspiration Point, Seis Lagos, and Trinity Falls. On August 27, 2018, the County signed an interlocal cooperation agreement with Country Lakes (MUD application pending) (Order No. 2018-695-08-27). As of October 1, 2018, this service area was approximately 499 square miles, including Lake Lavon’s surface area of 21,400 acres.

“Will,” as in “a Party will . . .,” imposes a duty and may be read as “shall.” *See* Gov’t Code, § 311.016(2). “May,” as in “a Party may . . .,” creates a right or discretionary authority. *See id.* § 311.016(1).

[EXECUTION PAGES FOLLOW]

AGREED TO:

COLLIN COUNTY

Judge Keith Self	Date
2300 Bloomdale Road	
McKinney, TX 75071	

CITY OF BLUE RIDGE

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

**CITY OF BLUE RIDGE
ORDINANCE 2018-1002-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, PROVIDING A PROCESS FOR THE PERMITTING OF OCCASIONAL GARAGE, ESTATE, FARM OR YARD SALES; PROVIDING DEFINITIONS; PROVIDING FOR THE ISSUANCE OF PERMITS; PROVIDING FOR RESTRICTIONS ON THE CONDUCT AND TIME PERIOD OF SUCH SALES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Blue Ridge, Texas is a Type A General Law Municipality located in Collin County, created 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 Council of the City of Blue Ridge, Texas, finds and determines providing a permitting process for garage sales and yard sales is in the best interest and public health, safety and welfare of the citizens of the City of Blue Ridge, Texas.

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

SECTION 1: INCORPORATION OF FINDINGS

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

SECTION 2: DEFINITIONS

- 2.1 Garage Sale shall mean a sale or an offer for sale of miscellaneous items to the general public, upon residential property not otherwise being used for commercial purposes. The term "Garage Sale" shall also include an "Estate Sale, Farm Sale, Patio Sale, Porch Sale, Driveway Sale, Yard Sale" and any other form of sale or auction held upon residential property within the City's corporate limits.
- 2.2 Occupant shall mean either the owner-occupant of the premises whereon such sale is to be conducted or the tenant of the owner provided such tenant is actually residing upon said premises, and dependent members of the immediate family of the owner-occupant or tenant.
- 2.3 Personal Property shall mean property that is owned, utilized, and maintained by an individual or members of his or her residence and acquired in the normal course of living in or maintaining a residence. This specifically excludes merchandise that was purchased or acquired for resale or attained on consignment.

SECTION 3: PERMITS AND FEES

- 3.1 No later than forty-eight hours (2) days prior to holding any garage sale, the occupant of the residence where such sale is to occur shall obtain a permit from the City to hold a garage sale.
- 3.2 The application for the permit shall set forth the following information:
 - a) The full name and address of each applicant

- b) The address/location at which the proposed garage sale is to be held
 - c) The date(s) upon which the garage sale shall be held
- 3.3 City Hall shall charge and collect, before the issuance of any garage sale permit, a fee established by the City Council and which fee is listed on the Master Fee Schedule and set by ordinance for the City.

SECTION 4: RESTRICTIONS ON THE CONDUCT OF THE SALE

- 4.1 No more than five (5) garage sale permits shall be issued to any one address/location and/or residence during any one (1) calendar year, provided further that at least three (3) consecutive days must lapse between garage sales conducted at the same address/location. The issuance of a garage sale permit to an individual family member shall be deemed the issuance of a garage sale permit to all members of the permittee's immediate family residing with the permittee at the time the application for the garage sale permit is made.
- 4.2 No property acquired for the purpose of resale may be sold at a garage sale.
- 4.3 A copy of the garage sale permit shall be displayed in a conspicuous place, or available for inspection, during the entire time and on the premises where the garage sale is being held.
- 4.4 No garage sale shall last in excess of all or part of one hundred twenty (120) consecutive hours or 5 days.
- 4.5 All personal property offered for sale may be displayed in any portion of the yard of the residence, as well as in the residence, in the garage or carport, or on the driveway. However, no property shall be displayed or sold on or within fifteen (15) feet of any public road, street, highway or sidewalk.
- 4.6 It shall be the seller's responsibility to remove any signs pertaining to his/her garage sale from any City or State right-of-way within twenty-four (24) hours of the end of the garage sale. Attaching or otherwise placing signs or advertisements to utility poles at any time and for any purpose is expressly prohibited. No signs shall be displayed more than 72 hours in advance of the garage sale.

SECTION 5: PENALTIES FOR VIOLATION OF THE ORDINANCE

- 5.1 The City may revoke any garage sale permit or refuse any application for the issuance of a garage sale permit if the application submitted by the applicant or permit holder contains any false, fraudulent or misleading information.
- 5.2 If any person, firm or corporation is convicted of an offense under this ordinance, that person shall not participate in, benefit from, or be issued a permit for any garage sale until the expiration of twelve (12) consecutive months from the date of the conviction.
- 5.3 Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than \$10.00 nor more than \$500.00. A separate offense shall be deemed committed each day or portion of a day during or on which the violation continues or otherwise occurs.

SECTION 6: SEVERABILITY

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

SECTION 7: 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 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 8: PUBLICATION

The City Secretary is hereby directed to publish in the Official Newspaper of the City of Blue Ridge the caption, penalty and effective date clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9: SAVINGS

All rights and remedies of the City of Blue Ridge 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 10: EFFECTIVE DATE

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

PASSED AND APPROVED this 2nd day of October, 2018, at a regularly scheduled meeting of the City Council of the City of Blue Ridge, Texas, there being a quorum present, and approved by the Mayor on the date above set out.

APPROVED THIS 2ND DAY OF OCTOBER, 2018.

BY: _____
Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary



Garage Sale Information

- ❖ A fee of \$ 15.00 will be charged per each sale.
- ❖ A Garage Sale includes a porch sale, yard sale, estate sale, or any kind of outdoor sale, which offers for sale personal property that is primarily used.
- ❖ Application for a garage sale permit shall be applied for a minimum of 48 hours prior to any sale.
- ❖ No more than five (5) garage sales during any twelve month period at any individual property address.
- ❖ No sale shall last more than three (3) consecutive days.
- ❖ No sign shall be displayed more than 72 hours in advance of the garage sale, and all signs must be immediately removed at the end of the garage sale.
- ❖ No sale items may be placed on public property, within a road or alley right -of- way, sidewalk or easement.
- ❖ A garage sale permit shall be issued by individual property address, not by the applicant's name.



Garage Sale Sign Placement



- ❖ Signs may be placed on private property with the property owner's permission.
- ❖ Garage/yard sale signs cannot be displayed, placed, or posted on telephone poles, light poles, or city trees.
- ❖ SIGNS NOT PROPERLY PLACED WILL BE REMOVED BY CITY OFFICIALS
- ❖ **PLEASE REMOVE SIGNS AFTER SALE !!!!!**



Garage Sale

Permit Application

Date: _____

Property Address: _____ Suite # _____

Days of Sale : _____

Tenant at Property: _____ Phone # _____

Property Owner: _____ Phone # _____

Address: _____

City _____ State _____ Zip _____

Permit Contact: _____ Phone # _____

Email: _____

I hereby certify that I have read and examined this application and know the same to be true and correct. This granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction of the performance of construction. I am the owner of the above-described property or am his/her representative.

Signature/Title

Printed Name

Office Use Only

Approved By: _____

Fee \$ _____

Date: _____

Permit # _____

ACTION PLAN

Goal 1: Infrastructure Development

Increase capacity for residential and commercial growth through continued infrastructure improvements.

Objective	Measure of success	Time frame
1A. Explore grants and other funding sources to finance the infrastructure improvements needed to facilitate new commercial and industrial developments.	<ul style="list-style-type: none"> Schedule and meet with NCTCOG Representative for Collin County/Blue Ridge to assist and identify prospective funding Identify and hire qualified proposal specialist/project manager Attendance at facilitated meetings with TEEX and state agencies in Austin Review agency websites to identify funding sources Establish working relationships with funding sources through attendance at training seminars and conferences 	3 rd quarter 2012
1B. Complete assessment of current infrastructure capacity and future growth needs.	Completed inventory	4 th quarter 2012
1C. Collaborate with neighboring communities and county to develop inter-local agreements for repairs and expansion.	<ul style="list-style-type: none"> Schedule and meet with NCTCOG representative NCTCOG includes information on Blue Ridge on their website Inter-local agreements in place 	1 st quarter 2013
1D. Gauge interest of prospective developers to build commercial and residential property.	<ul style="list-style-type: none"> List of potential developers Contact with potential developers 	2 nd quarter 2014
1E. Develop recently acquired land to build industrial office complex.	<ul style="list-style-type: none"> Building is open and occupied Jobs are created 	1 st quarter 2015

Goal 2: Community Improvement

Organize a community improvement program to enhance Blue Ridge economic development opportunities.

Objective	Measure of success	Time frame for completion
2A. Establish a Blue Ridge beautification program to clean up properties, eliminate blight and increase community pride of place.	<ul style="list-style-type: none">• Beautification Committee established• Beautification Plan developed and implemented	4 th quarter 2012
2B. Coordinate community development efforts with Type B EDC board.	<ul style="list-style-type: none">• Joint meetings held between boards• Both boards are working together to improve community	4 th quarter 2012
2C. Review and revise as needed current zoning ordinances to include retail and commercial.	Revised zoning ordinances	2 nd quarter 2013
2D. Support enforcement of zoning ordinances.	Visible improvement of properties	2 nd quarter 2014

Goal 3: Develop Business Environment

Facilitate the creation of jobs through the development of a more attractive business environment.

Objective	Measure of success	Time frame for completion
3A. Complete an assessment of existing commercial property inventory, identifying those requiring facility improvements, or available for lease or sale.	Inventory completed	1 st quarter 2013
3B. Prioritize commercial and retail improvement projects.	Prioritized list of Improvement projects	2 nd quarter 2013
3C. Market incentives available to promote business development.	<ul style="list-style-type: none">• Incentives are listed on city website• Promotional materials are created listing incentives	2 nd quarter 2013
3D. Create and implement a Business Retention and Expansion plan <ul style="list-style-type: none">• Identify local businesses• Develop survey instrument to obtain business information plans and needs• Assess need for assistance in surveying businesses• Apply survey instrument• Identify trends• Seek assistance in providing employer training through North Central Texas Workforce Development and Texas Workforce Commission• Provide job training/ seminars for local businesses as per trends	<ul style="list-style-type: none">• List of local businesses• Survey instrument developed• Volunteers/assistants identified and trained• Businesses surveyed• Results compiled• Contact with NCT Workforce Development and TWC• Training/seminars announced and conducted	4 th quarter 2013

Goal 4: Unify Community Vision

Execute a unified community vision through the implementation of the Economic Development Plan.

Objective	Measure of success	Time frame for completion
4A. Adopt and begin implementing the Economic Development Plan.	Plan adopted and implementation has begun	3 rd quarter 2012
4B. Encourage the creation of an open networking forum to share positive news and events with the community.	Open networking forum held monthly	3 rd quarter 2012
4C. Foster and support open communication and public meetings.	<ul style="list-style-type: none">• Attendance at meetings has increased• Open dialogue with citizens	4 th quarter 2012
4D. Hold quarterly meetings between City Council and Type A and B EDC Boards to review progress of the Strategic Plan's implementation.	Quarterly meetings are scheduled and progress is made on collaborative efforts	4 th quarter 2012
4E. Create a medium for communicating city and EDC business <ul style="list-style-type: none">• Purchase domain name and develop Blue Ridge website• Newspaper – partner with neighboring cities• Newsletter to subscribed local citizens	<ul style="list-style-type: none">• Domain name purchased• Development of website• Articles about Blue Ridge are picked up by area newspapers• Newsletter sent to citizens on a regularly basis	2 nd quarter 2013

Community Economic Development Priorities Matrix Blue Ridge, TX 2012

	Main Function	Components	Priority			p(f)	Incl.
			Usr	Adm	Dev		v/X
1	Increase capacity for residential and commercial growth through continued infrastructure improvements.	<p>Complete assessment of current infrastructure capacity and future growth needs</p> <ul style="list-style-type: none"> - Explore grants and other funding sources to finance the infrastructure improvements needed to facilitate new commercial and industrial developments - Collaborate with neighboring communities and county to develop inter-local agreements for repairs and expansion - Gauge interest of prospective residential developers to build affordable housing - develop recently acquired land to build industrial office complex 	8.18	9	9	8.73	*
2	Organize a community improvement program to enhance Blue Ridge economic development opportunities.	<p>Review and revise as needed current zoning ordinances to include retail and commercial</p> <ul style="list-style-type: none"> - Establish a Blue Ridge beautification program to clean up properties, eliminate blight and increase community pride of place - Coordinate community development efforts with Type B EDC board - Promote creation of a "Keep Blue Ridge Beautiful" committee 	7.91	9	9	8.64	*

	Main Function	Components	Usr	Adm	Dev	P(f)	Incl
3	Facilitate the creation of jobs through the development of a more attractive business environment.	<p>Complete assessment of existing commercial property inventory; identifying those requiring facility improvements, available for lease or sale</p> <ul style="list-style-type: none"> - Prioritize commercial and retail improvement projects - Market incentives available to promote business development - Create and implement a Business Retention and Expansion plan <ul style="list-style-type: none"> • Identify local businesses • Develop survey instrument to obtain business needs • Identify trends • Provide job training/ seminars for local businesses 	7.55	9	9	8.52	*
4	Execute a unified community vision through the implementation of the Economic Development Plan	<p>Adopt and implement an Economic Development Plan</p> <ul style="list-style-type: none"> - Foster and support open communication and public meetings - Create a medium for communicating city and EDC business <ul style="list-style-type: none"> • Purchase domain name and develop Blue Ridge website • Newspaper – partner with neighboring cities • Newsletter to subscribed local citizens - Encourage the creation of an open networking forum to share positive news and events with the community - Hold quarterly meeting between City Council and Type A and B EDC Boards to review progress of the Strategic Plan's implementation 	7.82	9	8	8.27	*
5	Explore feasibility of expanding city limits	<p>Assess inventory of available land, its cost, and expected return on investment</p> <ul style="list-style-type: none"> - Develop a land use plan 	7.45	8	9	8.15	*

	Main Function	Components	Usr	Adm	Dev	P(f)	Incl
6	Increase tourism in Blue Ridge	Determine Blue Ridge's legacy - Identify more recreational activities (e.g. "Saturday Nights in Blue Ridge") - Capitalize on motorcycle traffic through town; explore Marketing opportunities through Texas Ride Magazine - Promote community events through the Texas Lakes Trail, such as the Blue Ridge Riding Club Rodeo. - Explore feasibility of developing a "Wild West Trail" with neighboring communities	6.73	9	8	7.91	*
7	Develop Master Plan for Blue Ridge	Review previous Blue Ridge Master Plan -Plan to include: • Industrial/ commercial park • Marketing • Parks • Master planned neighborhoods • Type of businesses desired • Infrastructure capacity	7.73	7	7	7.24	
8	Continue to improve operational changes within Type A EDC	Streamline process to approve and implement activities -Set goals that are manageable and aligned -Continual analysis	7.00	7	7	7.00	
9	Establish a greater law enforcement presence in Blue Ridge	Pursue possibility of sharing expense with a neighboring community	5.55	6	6	5.85	
10	Explore feasibility of having a hospital in town that serves outlying areas too	Evaluate the possibility of attracting a medical clinic or urgent care facility	4.73	5	5	4.91	