

**AGENDA
 JOINT MEETING OF THE
 FERRIS CITY COUNCIL & PLANNING AND ZONING COMMISSION
 CITY OF FERRIS
 A GENERAL LAW MUNICIPAL CORPORATION OF THE
 STATE OF TEXAS, ELLIS COUNTY
 AT THE
 COUNCIL CHAMBERS
 215 W. SIXTH STREET, FERRIS, TEXAS 75125
 6:00 P.M. MONDAY, JULY 20, 2015**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF FERRIS WILL MEET IN JOINT SESSION AT 6:00 P.M. ON THE 20TH DAY OF JULY, 2015 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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COUNCIL BUSINESS

- | | | |
|----|--|---|
| 1. | Call to order. | 0 |
| | <ul style="list-style-type: none"> • Invocation • Pledge of Allegiance | |
| 2. | Roll call of the City Council to determine the presence of a quorum. | 1 |
| 3. | Roll call of the Planning and Zoning Commission to determine the presence of a quorum. | 2 |

CONSENT AGENDA – CITY COUNCIL

4. All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- Minutes of July 6, 2015 and July 11, 2015 City Council meetings 3
- Expenditures for the periods ending June 30, 2015 and July 10, 2015

Sep. Cov.

APPROVAL OF MINUTES – PLANNING AND ZONING COMMISSION

5. Consider approval of meeting minutes for the Joint City Council and Planning and Zoning meeting of June 1, 2015. 9

PUBLIC COMMENT

6. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action. 0

DISCUSSION

7. Discussion regarding a proposed heavy equipment sales, rental, and repair business opening in Ferris. 16

CLOSING – PLANNING AND ZONING COMMISSION

8. Adjourn: Planning and Zoning Commission. 0

PRESENTATION

9. Presentation by Reliant Energy regarding the City’s plans for future electricity costs. 33

DISCUSSION

10. Discussion regarding a proposed “Public Art” Ordinance. 34

NEW BUSINESS

11. Announcement regarding the resignation of the Ferris Municipal Court’s Alternate Judge, Dana Huffman. 35

12. Discussion, consideration, and action as may be appropriate regarding the appointment and ratification of Dana Huffman as the new Prosecutor for Ferris Municipal Court. 37

13. Discussion, consideration, and action as may be appropriate regarding the appointment and ratification of Kathy Austin as the new Alternate Judge for Ferris Municipal Court. 41

14. Discussion, consideration, and action as may be appropriate regarding the appointment of James Swafford to the Planning and Zoning Commission. 45

AGREEMENTS

15. Discussion, consideration, and action as may be appropriate regarding entering into an agreement with TML Multistate Intergovernmental Employee Benefits Pool for COBRA Continuation of Coverage. 46

ORDINANCES

16. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-793 repealing Chapter 151 “Minimal Building Standards Code” of the Code of Ordinances. 55

- 17. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-794 repealing and replacing certain provisions of Chapter 150 "Building Regulations, Construction" of the Code of Ordinances by providing that all contractors, regardless of trade and not limited solely to electricians, must register and apply for, and be issued, an annual license from the City, and to further provide for related license renewal requirements and fees, penalties, and exemptions. 59

- 18. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-795 amending Chapter 52 "Garbage" of the Code of Ordinances by adding a new subsection (D) to Section 52.05 "Additional Prohibited Acts" to prohibit persons and businesses from depositing materials in dumpsters and similar waste receptacles not owned by such persons or businesses, with certain identified exceptions. 65

- 19. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-796 repealing Sections 92.01 "High Grass and Weeds" and 92.02 "Nuisances" of the Code of Ordinances in order to avoid any duplication or conflict between the *International Property Maintenance Code*. 69

- 20. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-797 repealing Section 93.01 "Definitions" of the Code of Ordinances and replacing with a new Section 93.01 "Definitions" by providing a new set of definitions to avoid duplication or conflict within the Code of Ordinances. 73

- 21. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-798 amending Title IX "General Regulations", Chapter 93 "Abandoned and Junked Property", by repealing Sections 93.20 through 93.32 pertaining to "Junked Vehicles" and Section 93.99 "Penalty" of the Code of Ordinances and replacing those sections with new Sections 93.20 through 93.33 in order to provide for the regulation of junked vehicles. 77

CLOSING

- 22. Adjourn. 0

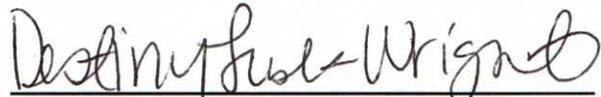
Executive Session Reservation

The City Council reserves the right to convene into an Executive Session (closed to the public) as authorized by Section 551.071(2) of the TEXAS GOVERNMENT CODE, for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

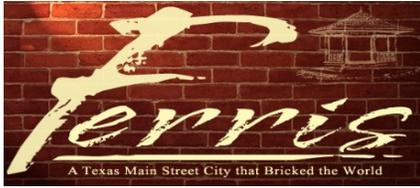
Disability Assistance and Accommodation

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

I, DESTINY LUSK WRIGHT, HEREBY CERTIFY THE FOREGOING NOTICE WAS POSTED ON OR BEFORE THE 17TH DAY OF JULY, 2015 BY 5:00 P.M.



**DESTINY LUSK WRIGHT
CITY SECRETARY**



City Council

Meeting Attendance Record 2014-2015

City Council		Oct.		Nov.		Dec.		Jan.		Feb.		March		Apr.		May		June				July				Aug.			Sept.		
Title	Name	6	20	3	17	1	15	5	20	2	17	2	16	6	20	4	18	1	15	6	11	16	20	3	17	8	21				
Mayor	Micheal Driggars	P	A	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Alderman, Place 1	James Starr	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Mayor Pro Tem	Jay Walsh	P	P	P	P	-	A	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Alderman, Place 3	Bobby Lindsey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P									
Alderman, Place 4	Gary Ross	P	A	P	A	-	P	-	P	P	A	P	P	P	P	P	P	P	P	P	P	P									
Alderman, Place 5	Carol Wright	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
Total:		6	4	6	5	-	5	-	6	5	5	6	6	6	6	6	6	6	6	6	6	6									

City Staff		Oct.		Nov.		Dec.		Jan.		Feb.		March		Apr.		May		June				July				Aug.			Sept.		
Title	Name	6	20	3	17	1	15	5	20	2	17	2	16	6	20	4	18	1	15	6	11	16	20	3	17	8	21				
City Manager	Carl Sherman	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P				
City Secretary	Destiny Wright	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	A	P	P	P								
City Attorney	Kent Hofmeister	P	A	A	A	-	A	-	A	A	A	A	A	A	A	A	A	A	A	A	A	A									
Fire Chief	Tim Birdwell	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P								
I.T. Director	Doug Childers	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P								
Eco. Dev. Coordinator	Chuck Dart	P	P	P	A	-	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A								
Finance Director	Melissa Gonzalez	P	P	P	P	-	A	-	P	P	P	P	P	A	P	P	P	P	P	A	P	A	A								
Library Director	Kathy Harrington	P	P	P	P	-	P	-	P	P	P	A	P	P	P	P	P	P	P	P	P	A	P								
Chief Building Official	Bill Jordan	P	P	P	P	-	P	-	P	P	P	P	P	P	P	P	P	P	P	A	P	A	A								
Police Chief	Sam Love	P	P	P	P	-	P	-	A	P	P	A	P	P	P	P	P	P	P	P	P	A	A								
Total:		10	9	9	8	-	8	-	8	9	9	7	9	8	9	9	9	8	5	8	1	5									

Mayor, "Will the City Secretary call the roll?"

The City Secretary calls each Member's position and name.

They respond if they are present.

City Secretary, "Mayor, a quorum is present."

P	Present
A	Absent



PLANNING AND ZONING COMMISSION MEETING ATTENDANCE RECORD 2014-2015

PLANNING AND ZONING COMMISSION			Sep	Nov	Feb	Mar	Apr	Jun	Jul	Aug	Sep				
Place	Name	Title	25	20	17	16	20	1	20	27	24				
Place 1	Jim Kay	Chair	P	P	P	P	P	P							
Place 2	Rudy Amor	Commissioner	A	P	P	P	P	P							
Place 3	Bill Malloy	Commissioner	P	P	P	P	P	P							
Place 4	Vacant	Commissioner	-	-	-	-	-	-							
Place 5	Charles Hatfield	Vice Chair	P	P	P	P	P	P							
Place 6	Christi Farish	Commissioner	A	P	A	P	P	A							
Place 7	Richard Barrett	Commissioner	P	P	P	P	P	A							
Total Present:			4	6	5	6	6	4							

A quorum of the commission is 4 members.

City Staff		Sep	Nov	Feb	Mar	Apr	Jun	Jul	Aug	Sep				
Title	Name	25	20	17	16	20	1	20	27	24				
City Manager	Carl Sherman	-	-	-	-	-	-							
City Secretary	Destiny Wright	P	P	P	P	P	P							
Building Official	Bill Jordan	P	P	P	P	P	P							
Total Present:		3	3	3	3	3	3							

Chairman- "Will the Secretary please call the roll."
 The Secretary calls each member's position and name.
 They respond if they are present.
 Secretary- "A quorum is present."

P	Present
A	Absent
R	Resigned
D	Deceased
E	End of Term

**STATE OF TEXAS
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A REGULAR SESSION
JULY 6, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS
LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.**

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Alderman, Place 1	James Starr	P
Mayor Pro Tem	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager	Vacant	-
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	P
I.T. Director	Doug Childers	P
Eco. Dev. Coordinator	Chuck Dart	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	P
Chief Building Official	Bill Jordan	P
Police Chief	Sam Love	P

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Alderman Starr.

2. Roll call to determine the presence of a quorum.

City Secretary Wright called roll and determined that a quorum was present.

CONSENT AGENDA

3. All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- **Minutes of June 15, 2015 City Council meeting**
- **Expenditures for the periods ending June 12, 2015, June 23, 2015, and June 26, 2015**

Alderman Ross moved to approve the Consent Agenda. Seconded by Alderman Starr. For: Unanimous. Motion carried 5-0-0.

PUBLIC COMMENT

4. **The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.**

Jim Swafford, resident, expressed his appreciation of Fire Chief Birdwell, Police Chief Love, and Chaplain Doug Childers for their actions and efforts made during the recent house fire in the Shaw Creek Subdivision.

INTRODUCTION OF NEW EMPLOYEE

5. **Introduction of the new Animal Control Officer, Chelcee Juricek.**

Chief Building Official, Bill Jordan, introduced Chelcee Juricek to the Mayor, Council, and audience.

OLD BUSINESS

6. **Discussion, consideration, and action as may be appropriate regarding the proposed changes to the Main Street Board By-Laws.**

Mayor Pro Tem Walsh moved to approve the changes to the Main Street Board By-Laws. Seconded by Alderman Ross. For: Unanimous. The motion carried 5-0-0.

DISCUSSION

- 7. Discussion regarding the outcome of the changes to the Main Street Board By-Laws and the proposal to appoint a Councilmember to one of the Economic Development Commissions.**

Economic Development Coordinator, Chuck Dart, compared the roles of the 4A and 4B Economic Development Commissions. At an upcoming meeting, action will be taken to appoint one member of Council to an Economic Development Commission.

Mayor Driggars expressed interest in becoming an Economic Development Commission member. Mr. Dart will verify legalities prior to the appointment.

- 8. Discussion regarding grow-in and maintenance for the soccer fields as well as the installation of a perimeter fence around the fields.**

Mayor Driggars informed Council that the City has entered into an agreement with the Old Brickyard Golf Course for the grow-in work at the fields. Fields will not be ready for use until Spring 2016. Also, there will need to be a line item for contract mowing at the soccer fields in the upcoming budget. Mayor Driggars also mentioned that in the near future the City will take bids for the installation of a four foot fence around the fields with entrance gates and service gates.

EXECUTIVE SESSION

- 9. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.**

- **Discussion, consideration, and action as may be appropriate regarding the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager and the future City Manager.**

- 10. Adjourn the Public Meeting.**

Mayor Driggars adjourned the public meeting at 6:25 P.M.

11. Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.

- **Discussion, consideration, and action as may be appropriate regarding the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager and the future City Manager.**

12. Reconvene into Open Session.

Mayor Driggars reconvened into open session at 8:24 P.M.

13. Action as a result of the above-listed Executive Session.

No action taken.

CLOSING

14. Adjourn.

Alderman Ross moved to adjourn the meeting. Seconded by Alderman Starr. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 8:24 P.M.

APPROVED THIS THE 20TH DAY OF JULY, 2015.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Destiny Lusk Wright, City Secretary

Kent Hofmeister, City Attorney

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN A SPECIAL CALLED SESSION JULY 11, 2015 AT 8:00 A.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Alderman, Place 1	James Starr	P
Mayor Pro Tem	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager	Vacant	-
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	A
I.T. Director	Doug Childers	A
Eco. Dev. Coordinator	Chuck Dart	A
Finance Director	Melissa Gonzalez	A
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	A
Police Chief	Sam Love	A

COUNCIL BUSINESS

1. Call to order.

Mayor Driggars called the meeting to order at 8:03 A.M.

2. Roll call to determine the presence of a quorum.

City Secretary Wright called roll and determined that a quorum was present.

EXECUTIVE SESSION

3. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.

- **City Council to conduct employment interviews for the City Manager candidates.**

4. Adjourn the Public Meeting.

Mayor Driggars adjourned the public meeting at 8:03 A.M.

5. Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.

- **City Council to conduct employment interviews for the City Manager candidates.**

6. Reconvene into Open Session.

Mayor Driggars reconvened into open session at 5:16 P.M.

7. Action as a result of above-listed Executive Session.

Alderman Starr moved to authorize Mayor Driggars to extend an offer of employment to the City Manager candidate as discussed in Executive Session. If the offer is accepted, the City Council will call a Special Meeting to appoint the new City Manager. Seconded by Alderman Ross. For: Starr, Ross, Wright. Against: Walsh, Lindsey. Motion carried 3-2-0.

CLOSING

8. Adjourn.

Alderman Starr moved to adjourn the meeting. Seconded by Alderman Ross. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 5:21 P.M.

APPROVED THIS THE 20TH DAY OF JULY, 2015.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Destiny Lusk Wright, City Secretary

Kent Hofmeister, City Attorney

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN A JOINT SESSION WITH THE PLANNING AND ZONING COMMISSION JUNE 1, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

COUNCIL ATTENDANCE		
Mayor	Micheal Driggars	P
Alderman, Place 1	James Starr	P
Mayor Pro Tem	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager	Vacant	-
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	P
I.T. Director	Doug Childers	P
Eco. Dev. Coordinator	Chuck Dart	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	P
Chief Building Official	Bill Jordan	P
Police Chief	Sam Love	P

COMMISSION ATTENDANCE		
Chair	Jim Kay	P
Commissioner, Place 2	Rudy Amor	P
Commissioner, Place 3	Bill Malloy	P
Commissioner, Place 4	Vacant	-
Vice Chair	Charles Hatfield	P
Commissioner, Place 6	Christi Farish	A
Commissioner, Place 7	Richard Barrett	A

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Doug Childers.

2. Roll call of the City Council to determine the presence of a quorum.

City Secretary Wright called roll and determined that a quorum of the City Council was present. At the time of roll call, Alderman Lindsey was not present.

- 3. Roll call of the Planning and Zoning Commission to determine the presence of a quorum.**

City Secretary Wright called roll and determined that a quorum of the Planning and Zoning Commission was present.

CONSENT AGENDA – CITY COUNCIL

- 4. All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.**

- **Minutes of May 18, 2015 City Council meeting**
- **Expenditures for the period ending May 15, 2015**

Alderman Ross moved to approve the Consent Agenda. Seconded by Mayor Pro Tem Walsh. For: Unanimous. Motion carried 4-0-0. Alderman Lindsey not present for vote.

APPROVAL OF MINUTES – PLANNING AND ZONING COMMISSION

- 5. Consider approval of meeting minutes for the Joint City Council and Planning and Zoning meeting of April 20, 2015.**

Commissioner Amor moved to approve the meeting minutes for the Joint City Council and Planning and Zoning meeting of April 20, 2015. Seconded by Vice Chair Hatfield. For: Unanimous. Motion carried 4-0-0.

PUBLIC COMMENT

- 6. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.**

No comments made.

DISCUSSION

7. **Discussion regarding the approval of an amendment to the Zoning Ordinance by (1) amending Article 7, "Sign Regulations", Division 185, "Special Sign Types", by adding a new Section 5, "Billboards Relocated from Original Town Square Overlay District", and (2) amending Division 190, "Permanent Sign Chart", by adding chart restriction values for a new category, "Billboards (Relocated from Original Town Square Overlay District Only)", allowing such billboards to be relocated in all use districts, subject to the City's issuance of a Special Use Permit.**

Chief Building Official Jordan informed Council and the Commission that the purpose of the amendment is to remove the billboard currently placed at the corner of South Central Avenue and East Sixth Street and place a new billboard near the corner of Southbound Interstate Highway 45 and East Eight Street.

JOINT PUBLIC HEARING

8. **Open Joint Public Hearing.**

Mayor Driggars opened the Public Hearing at 6:08 P.M.

9. **Conduct Joint Public Hearing to consider the approval of an amendment to the Zoning Ordinance by (1) amending Article 7, "Sign Regulations", Division 185, "Special Sign Types", by adding a new Section 5, "Billboards Relocated from Original Town Square Overlay District", and (2) amending Division 190, "Permanent Sign Chart", by adding chart restriction values for a new category, "Billboards (Relocated from Original Town Square Overlay District Only)", allowing such billboards to be relocated in all use districts, subject to the City's issuance of a Special Use Permit.**

No comments made.

10. **Close Joint Public Hearing.**

Mayor Driggars closed the Public Hearing at 6:09 P.M.

Note: Alderman Lindsey present at 6:09 P.M.

PLANNING AND ZONING COMMISSION BUSINESS

11. **Final report by the Planning and Zoning Commission regarding the approval of an amendment to the Zoning Ordinance by (1) amending Article 7, "Sign Regulations", Division 185, "Special Sign Types", by adding a new Section 5, "Billboards Relocated from Original Town Square Overlay District", and (2) amending Division 190, "Permanent Sign Chart", by adding chart restriction values for a new category, "Billboards (Relocated from Original Town Square Overlay District Only)", allowing such billboards to be relocated in all use districts, subject to the City's issuance of a Special Use Permit.**

Vice Chair Hatfield moved to recommend approval of an amendment to the Zoning Ordinance by (1) amending Article 7, "Sign Regulations", Division 185, "Special Sign Types", by adding a new Section 5, "Billboards Relocated from Original Town Square Overlay District", and (2) amending Division 190, "Permanent Sign Chart", by adding chart restriction values for a new category, "Billboards (Relocated from Original Town Square Overlay District Only)", allowing such billboards to be relocated in all use districts, subject to the City's issuance of a Special Use Permit. Seconded by Commissioner Amor. For: Unanimous. Motion carried 4-0-0.

COUNCIL BUSINESS

12. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-791 amending the Zoning Ordinance by (1) amending Article 7, "Sign Regulations", Division 185, "Special Sign Types", by adding a new Section 5, "Billboards Relocated from Original Town Square Overlay District", and (2) amending Division 190, "Permanent Sign Chart", by adding chart restriction values for a new category, "Billboards (Relocated from Original Town Square Overlay District Only)", allowing such billboards to be relocated in all use districts, subject to the City's issuance of a Special Use Permit.**

Alderman Starr moved to approve Ordinance No. O-15-791. Seconded by Mayor Pro Tem Walsh. For: Unanimous. Motion carried 5-0-0.

DISCUSSION

13. **Discussion regarding a Special Use Permit Application filed by Andres Gonzales.**

Chief Building Official Jordan informed Council and the Commission that Andres Gonzales has filed a Special Use Permit application. No action taken for Agenda Item 13.

JOINT PUBLIC HEARING

14. Open Joint Public Hearing.

Mayor Driggars opened the Public Hearing at 6:16 P.M.

15. Conduct Public Hearing to consider Special Use Permit Application No. 15FER-SUP0001 filed by Andres Gonzales for the placement of a billboard on approximately .603 acres located west of Interstate 45 and south of East Eighth Street, Lot 1, Block A, of the Martin Primary Media Addition, Ferris, Ellis County, Texas.

No comments made.

16. Close Joint Public Hearing.

Mayor Driggars closed the Public Hearing at 6:17 P.M.

PLANNING AND ZONING COMMISSION BUSINESS

17. Final report by the Planning and Zoning Commission regarding Special Use Permit Application No. 15FER-SUP0001 filed by Andres Gonzales for the placement of a billboard on approximately .603 acres located west of Interstate 45 and south of East Eighth Street, Lot 1, Block A, of the Martin Primary Media Addition, Ferris, Ellis County, Texas.

Commissioner Amor moved to recommend approval of Special Use Permit Application No. 15FER-SUP0001. Seconded by Vice Chair Hatfield. For: Unanimous. Motion carried 4-0-0.

COUNCIL BUSINESS

18. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-792 amending the Zoning Ordinance and the Official Zoning Map by approving Special Use Permit Application No. 15FER-SUP0001 filed by Andres Gonzales for the

placement of a billboard on approximately .603 acres located west of Interstate 45 and south of East Eighth Street, Lot 1, Block A, of the Martin Primary Media Addition, Ferris, Ellis County, Texas.

Alderman Starr moved to approve Ordinance No. O-15-792. Seconded by Alderman Ross. For: Unanimous. Motion carried 5-0-0.

CLOSING – PLANNING AND ZONING COMMISSION

19. Adjourn: Planning and Zoning Commission.

Vice Chair Hatfield moved to adjourn the Planning and Zoning Commission. Seconded by Commissioner Amor. For: Unanimous. The motion carried 4-0-0. With no further business to come before the Planning and Zoning Commission, Chairman Kay adjourned the Commissioners at 6:20 P.M.

DISCUSSION

20. Discussion regarding a proposed Veterans Sculpture.

Economic Development Coordinator Dart informed the Mayor and Council that Brad Oldham, a renowned Dallas-based sculptor, has notified the City that an anonymous donor would like to present the City of Ferris with a sculpture that honors our veterans. The most preferable site location was determined to be the downtown pavilion. Further research and planning will be conducted and this item will be presented to Council at the next meeting.

21. Discussion regarding Ferris ISD plans to lay underground fiber to all of their schools in order to improve reliability and increase the bandwidth of their data network.

Economic Development Coordinator Dart informed the Mayor and Council that Ferris ISD will be running underground intranet fiber to all of their schools. The City will benefit from this project in the future by being able to tap in to the hand holes and run conduit into the City facilities. An Interlocal Agreement will be presented to Council at the next meeting.

RESOLUTION

- 22. Discussion, consideration, and action as may be appropriate regarding Resolution No. R-15-186 authorizing designated signatories for the City of Ferris accounts contracted with the Commercial State Bank.**

Alderman Starr moved to approve Resolution No. R-15-186. Seconded by Alderman Ross. For: Unanimous. Motion carried 5-0-0.

CLOSING

- 23. Adjourn.**

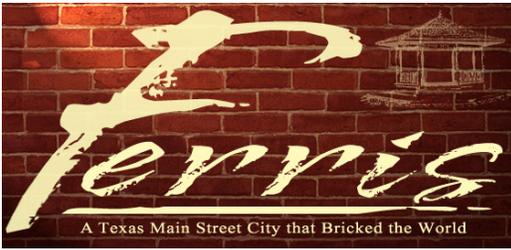
Alderman Ross moved to adjourn the meeting. Seconded by Alderman Starr. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 6:55 P.M.

APPROVED THIS THE 20TH DAY OF JULY, 2015.

ATTEST:

Micheal L. Driggars
Mayor

Jim Kay
Chair



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council/Planning & Zoning Commission

SUBJECT: Presentation and discussion of proposed heavy equipment sales on I-45.

Cooper Equipment is a heavy equipment sales, rental and repair business specializing in road construction equipment. The company is based out of San Antonio with locations in San Antonio and Austin. Their proposed location in Ferris would be their first entry into the North Texas market.

The current zoning of the proposed property (on I-45 SB Service Rd. South of ATCO) is Commercial Corridor. This is primarily a retail oriented zoning and would not allow the proposed use of heavy equipment sales; which is an industrial use. Cooper Equipment plans to seek a zoning change to a Planned Development to allow for their business to be located at the proposed property.

The 2013 Ferris Future Land Use Plan for this property proposes "Highway Commercial" development. While this is not in line with the proposed use, there is already an industrial facility directly to the north (ATCO). Additionally, the Future Land Use Plan proposes industrial uses for a majority of the area south of the proposed location.

Staff feels that this use would complement adjacent uses and meet the spirit of the Future Land Use Plan. Alternatively, this use would be placed on Interstate 45 frontage, thus eliminating space for future potential retail per the Future Land Use Plan.

Because a zoning change is required, Cooper Equipment is concerned about their potential investment into the property should a zoning change not be approved. Cooper Equipment will give a presentation at the meeting to Council and the Planning and Zoning Commission to illustrate their business model and proposed use and design of the property. They will seek feedback from Council and P&Z in regards to the feasibility of a zoning change.

FINANCIAL SUMMARY:

RETURN TO AGENDA

N/A

SUPPORTING MATERIALS:

- Location Map
- Future Land Use Plan
- Company and Equipment Information

RECOMMENDATION:

This is a discussion item only. No action is to be taken.



*Your best source
for
road construction
equipment.*



Ease On Down The Road

Extensive experience in selling, renting, and supporting road equipment is the key to our ability to benefit every customer.

Meeting Your Full Range of Road Surfacing Equipment Needs



Milling & Reclaiming



Soil Compaction



Grading



Base Compaction



Brooming



Asphalt Distributing



Chipspreading



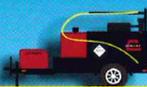
Hot Mix Hauling



Paving



Asphalt Compaction



Crack Filling



Pothole Patching



Street Sweeping

Pick up your safety and supplies for all your road building and repair needs.



Our veteran technicians give you the help you need to get back on the job quickly!



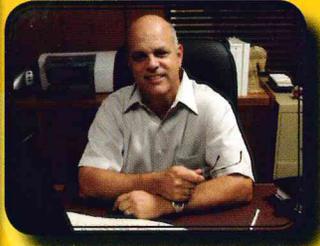
The Place

Sales
Rentals
Service
Supplies
Parts

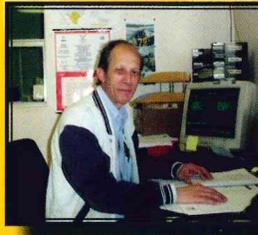
The People



Fred Jose
Product Support Mgr.



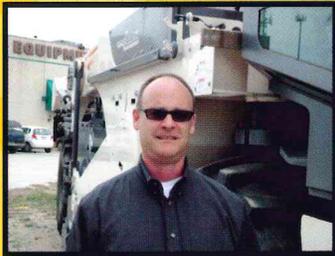
George Cooper



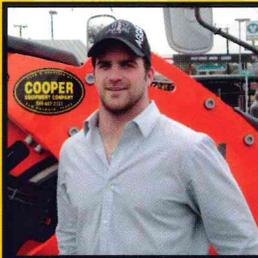
Malcolm Meek
Parts Mgr.



Mark Chapman
District Mgr.: North



John Houston
District Mgr.: Central



Matt Cooper
District Mgr.: South



*Celebrating
over
50 years
in business!*



RETURN TO AGENDA
CP100 COMMERCIAL PAVER

SMALL PAVER, BIG RESULTS



KEY FEATURED

HEAVY DUTY AUGER AND CONVEYOR COMPONENTS

POWERED BY A 100HP CATERPILLAR TIER IVi ENGINE

REPLACEABLE (3/8") HARDOX CONVEYOR PLATES

BUILT BIGGER, BETTER, AND LONGER LASTING



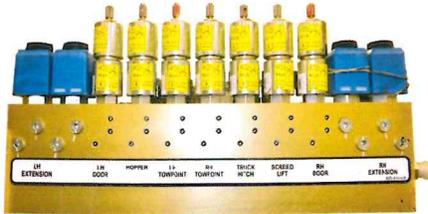
CP100 COMMERCIAL PAVER



17474 Judson Road • San Antonio, TX 78247
(210) 657-5151

POWER SYSTEM

The CP100 is powered with a Caterpillar Tier IVi engine, providing better fuel economy with more horse power than previous pavers. Coupled with a load sensing hydraulic system that provides flow and pressure only when demand is required, the CP100 is one of the most fuel efficient, whisper quiet, highest quality commercial pavers on the market.



CONTROLS

Every CP100 paver comes standard with dual control stations with intuitive switch placement for easier operation and direct connect cable driven steering. Each control station is able to pivot vertically and horizontally to provide optimal operator comfort and visibility. With options including electronic power steering and wireless remotes, contractors have a wide array of customizable control options.



USER FRIENDLY

The CP100 comes with an easy to read digital information center for engine monitoring and diagnostics. Maintenance and serviceability is made convenient by the one piece, forward tilting hood allowing for greater access to the engine compartment.



HOPPER

Hoppers are built with 1/2" thick heavy duty steel walls, providing 8.5 tons of material capacity. Containing an integrated lock and robust lift cylinders, the CP-100's hopper's lift provides greater material flow and produces lift angles that exceed those of the competition.

EZC SCREED

Carlson has incorporated their 25 years of experience in building the next generation of commercial paver screeds. The EZC Screed is available exclusively on the CP-100 and is built with deck cones, full length element hold downs, manual crown and an adjustable slide track system sliding on 2" chrome rods.

This is the best screed in the industry, a little brother to the Carlson highway class screeds you have known for years.

MATERIAL DISTRIBUTION

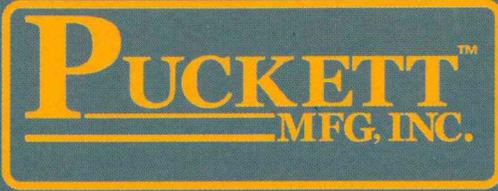
Augers and conveyors are all independently driven by chains that are 25% stronger than pavers in this class. Material is delivered by two horizontally sliding damper doors with adjustable hardened guides for maximum life. Carlson is the only manufacturer with horizontal sliding doors, a design that keeps obstructions from damaging them when open.



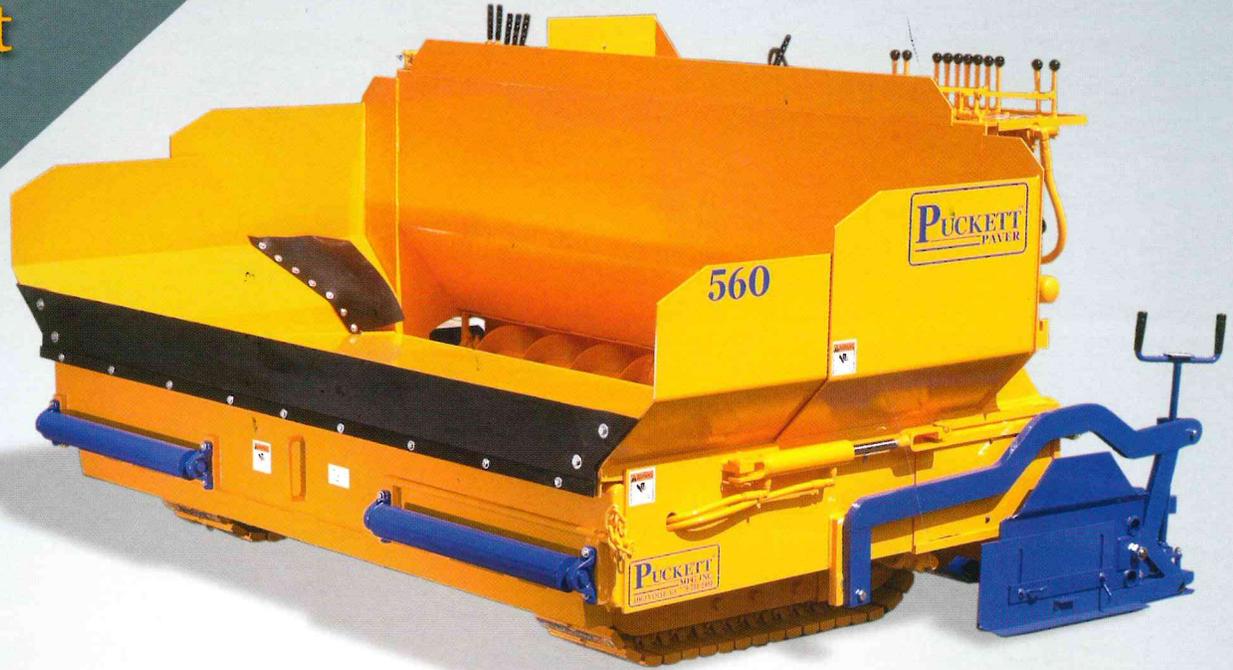
SPECIFICATIONS

Dimensions	
Tractor Width (Hopper Sides Up)	8' 2.5" (2.5m)
Tractor Width (Hopper Sides Down)	10' 1" (3.08m)
Gage Width (Center to Center of Tracks)	76" (1,930mm)
Wheelbase (Ground Contact)	68" (1,727mm)
Loading Ramp Angle	Forward 20°, Backward 15°
Length	13' 11" (4.24m)
Paver Weight	16,450lbs (7,462kg)
Screed Weight	2,750lbs (1,247kg)
Hopper Inside Width Opening	10' (3.04m)
Hopper Dump Clearance	27" (685.8mm)
Hopper Capacity	8 1/2 Tons (7.7t)
Conveyor Floor Plate Thickness	3/8" (9.5mm) Hardox
Auger Flight Thickness	3/4" (19.0mm)
Auger Speed Maximum	110rpm
Capacities	
Fuel Tank	30gal (113.6L)
Cooling System Capacity	11qts (10.4L)
Hydraulic Reservoir Capacity	45gal (170.3L)
Electrical System	12 Volt w/ 80amp Alternator
Drive	
Engine	100 HP Caterpillar 3.4B Tier IV
EZ-Pave	105fpm (32m/min)
Full Pave	155fpm (47m/min)
Travel	230fpm (70m/min)
Reverse	230fpm (70m/min)
Standard Paving Width	8' (2.43m)
Paving Width (Min/Max)	4' - 17' (1.21m - 5.18m)
Paving Depth Compacted (Min/Max)	1/4" - 8" (6mm - 203mm)





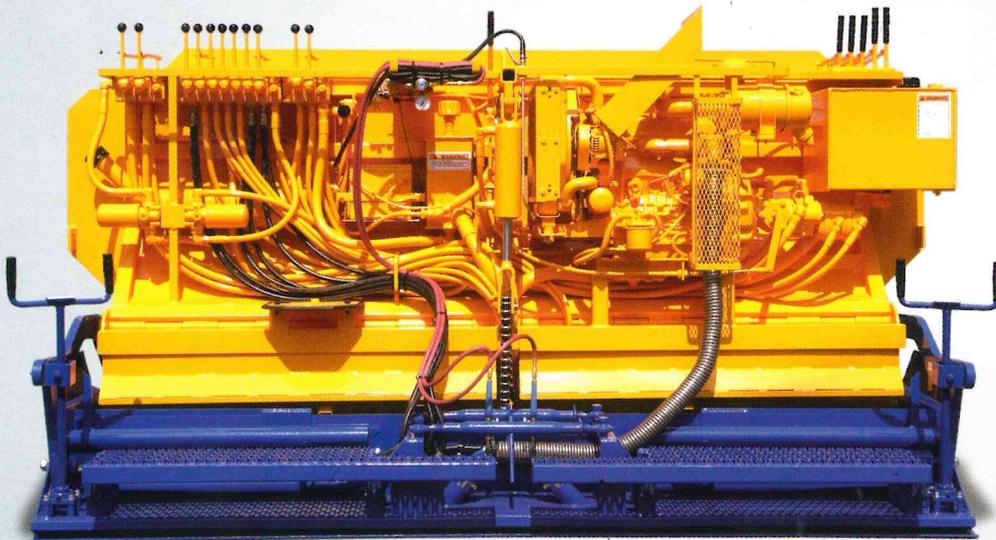
500 Series Asphalt Pavers



Expect
the Best
in Quality,
Simplicity
and Dependability

Features of the 500 Series Asphalt Pavers

Dual Hopper Lift Cylinders for higher lift and stability. 560 Model extends to 13 feet. Sprocket torque hub drive and automatic tensioning of the tracks are standard features on all the Puckett Pavers. Water cooled diesel engine on every model.



Easy access to filters and grease points provide quick maintenance. Walk thru operator platforms with convenient auxiliary controls make the right side operator friendly. Economical exhaust heated screed with propane option on every model.

The folding wings on the 540 Model enable easy drive on loading with minimal trailer usage.



Consider the Benefits of Operating a Puckett Paver



Dual controls and excellent maneuverability enable the operator to pave in tight areas.



Good mats and joint matching achieved by the 500 series Puckett Asphalt Pavers reduces labor costs.



Depth adjustment of the mat is quick and simple.



The larger 560 will increase production and profits. The additional length enhances stability in steep terrain.



Side gates featured on all our pavers provide excellent flow to the extensions.



The 560 features an enhanced screed extension.

SPECIFICATIONS

Model	540	560
Length	92 inches	97 inches
Width	102 inches	117 inches
Height	60 inches	65 inches
Weight	7,000 lbs	8,250 lbs
Hopper Capacity	4 tons	6 tons
Fuel Capacity	10 gal.	10 gal.
Engine Type	Diesel	Diesel
Engine Horsepower	28	38
Screed Basic Width	8 ft.	9 ft.
Maximum Paving Width	12 ft.	13 ft.
Minimum Paving Width	4 ft.	4.5 ft.
Exhaust Heated Screed	Yes	Yes
Propane Heated Screed	Optional	Optional
Two Speed HYD Motors	No	Yes
Independant Auger Pump	No	Yes

Puckett Mfg. Inc. RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE AND WITHOUT INCURRING ANY OBLIGATION RESULTING FROM SUCH CHANGES.



509 Plantation Park Dr.
Loganville, GA 30052

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(770) 554-6540 - FAX

<http://www.puckettmfg.com>
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BA Series Asphalt Recyclers

The #1 Best Selling Asphalt Recycler in the World



REMOVE

Reuse existing asphalt stockpiles



RECYCLE

Control your material costs



REPLACE

Better roads = better communities

BA Series

BA4000 | BA7000 | BA10000
PavementRecyclers.com

RETURN TO AGENDA

HIGH QUALITY 100% RECYCLED HOT MIX ASPHALT:

When you need it. Where you need it.



CONTROL

Be in control & competitive with a BA Series asphalt recycler:

- Supply hot asphalt on demand!
- Avoid plant opening fees.
- Increase flexibility- work nights and weekends.
- No waiting in lines at asphalt plants.
- Bagela is #1 in providing high quality recycled asphalt.

Asphalt Recycling
The environmental benefits & BIG profits are here to stay!

“We bought the Recycler so we no longer need to purchase cold patch material. We do not use it every day, but it **paid for itself** in just three years! We highly recommend the Thermal Container as well, it keeps the ‘hot patch’ hot for hours!”

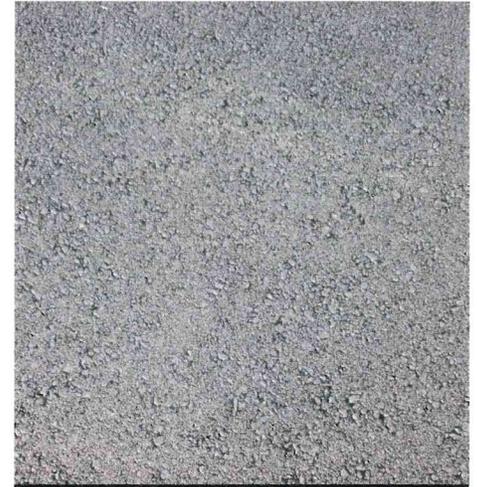
Bruce Kolwicz, Public Works Director (retired) City of Milford, Connecticut



PROCESS

The BA Series is designed to use existing RAP, chunks or millings and recycle material into usable hot mix. The continuous flow process, from an operating standpoint, is quite simple. Chunks or separated material is loaded into the self-contained recycler. Through a patented indirect heating process, RAP is recycled into viable hot mix asphalt.

The patented flighted drum keeps the material from coming into direct contact with any flame, so output material is discharged at a consistent temperature, which is monitored by electronic controls making operation very simple.



RESULTS

Whether supplementing in-season plant purchases, off-season patching or repairing utility cuts, you can be assured that the Bagela Asphalt Recycler will provide top-quality hot mix asphalt, where and when you need it!

Unique indirect heating means consistent, high quality mix in usable quantities, regardless of outside temperatures.

Don't take our word for it, we are very proud of our ever growing reference list, just ask for one! Also, contact Pavement Recyclers or your local dealer to schedule a demo.

APPLICATIONS

- Pothole patching
- Utility cuts
- Curbing
- Trenching repairs
- Gas line installation trench cuts
- Plumbing cuts
- Parking lots
- Driveways
- Airport maintenance
- Railway crossing repair
- Small-medium paving jobs
- All winter patching jobs
- Golf, bike & walkpath construction/maintenance

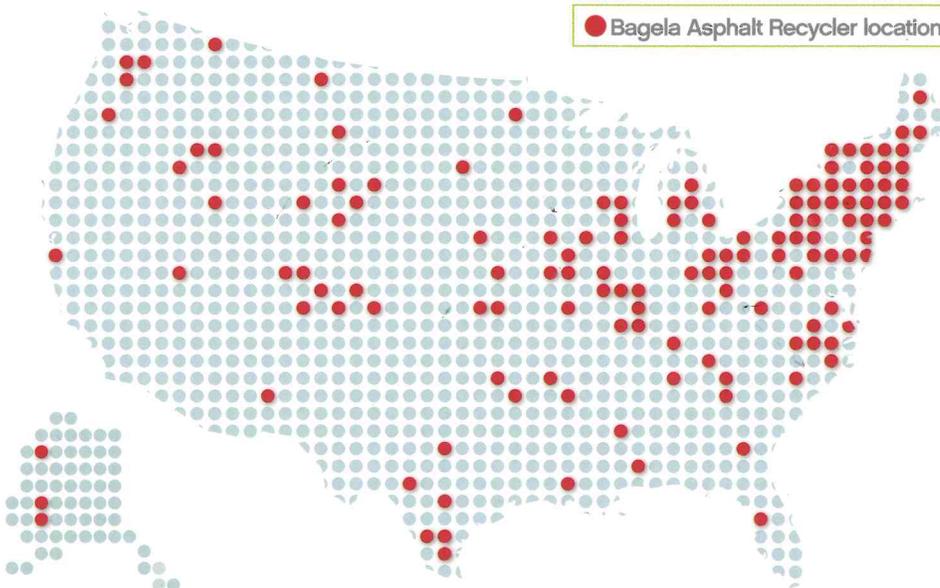
MUNICIPALITY MATERIAL COST SAVINGS

	Traditional off-season cold/hot mix	Recycled hot mix asphalt using Bagela Asphalt Recycler
Asphalt Cost Per Ton	\$105	\$25
Tons - Material Purchased	5	5
Worker Cost Per Hour	\$50	\$50
Man Hours - Travel Time (Typical Crew: 2)	4	0
Man Hours - Wait Time at Plant for Materials	2	0
Gross Product Cost (Materials & Labor)	\$825	\$125
Total Usable Tons	3.5	5
Cost Per Usable Ton	\$239	\$25
Seasonal Usage (Tons Applied During Patching Season)	250	250
Total Material Cost Using Above Assumptions	\$58,929	\$6,250

Annual Savings using a Bagela Asphalt Recycler: \$52,679

- Total usable tons- With a traditional method, approximately 30% of material is not usable due to cooling during transportation.
- \$25 per ton is an average fully loaded cost per ton using a Bagela BA7000 Asphalt Recycler. This average includes labor, input material, maintenance, and fuel and equipment depreciation. Please contact Pavement Recyclers for details.
- Recycled asphalt is 100% reusable. There is no waste or spoilage. Any leftover material can be reheated and reused.

There are over 200 Bagela Asphalt Recyclers operating in North America- More than all of our competitors- combined!



BAGELA BA10000

COST PER TON ANALYSIS

Market Assumptions

Anticipated days of operation	5 days
Hours of operation per day	8 hours
Average # tons required per day	70 tons
Off-road diesel fuel cost per gal.	\$3.00/gal
Fully loaded labor cost per hour	\$62/hr
Capital cost of equipment (est)	\$175,925
Input material per ton	\$6/ton

Daily Operating Expenses

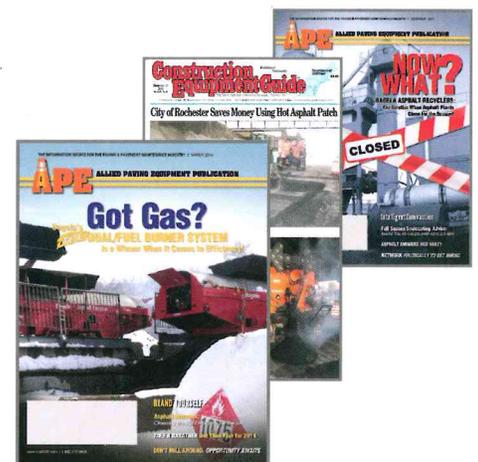
Labor cost for daily operation (8 hours @ \$62.00/hour)	\$500/day
Input material (70 tons @ \$6.00/ton)	\$420/day
Maintenance	\$35/day
Fuel (75 gallons @ \$3.00/gallon)	\$225/day
Daily operating expense total	\$1,180.00

Total Cost per Ton of Recycled Asphalt

Depreciation	\$2.01/ton
Maintenance	\$0.50/ton
Labor	\$7.14/ton
Fuel	\$3.21/ton
Input Material	\$6.00/ton

Total Cost per Recycled Ton: \$18.87

RECENT PRESS



Visit  **PavementRecyclers.com**

For more information on:

- Detailed recycler info
- Recycler videos
- Spec sheets
- Customer testimonials & news
- Certified pre-owned recyclers for sale
- Authorized dealers in your area

BA10000



The BA10000 Asphalt Recycler is the most recognized recycler in operation! It is THE CHOICE for recycling asphalt all day, every day! Many contractors and municipalities have turned unwanted RAP into a serious revenue generator!

The BA10000 is a heavy duty, continuous flow, fully self-contained, portable recycler. It comes standard mounted on an oversized trailer for portability. The BA10000 is also available as frame mounted for static installation.

The BA10000 efficiently recycles broken chunk, milled (RAP) or leftover virgin plant mix asphalt at an output of 10 or more tons per hour.

BA7000



BA4000

The Bagela BA7000 is an ideal choice for contractors or municipalities looking to recycle chunk asphalt with the added ease of portability! The BA7000 is capable of recycling up to 7 tons per hour depending on material input. This recycler's economical weight and size make it ideal to tow behind today's standard, half-ton pickup.

The BA7000 is also available with self-propulsion for ease of movement on the job.

The BA4000 is an excellent choice for contractors or municipalities looking to recycle their own hot mix in small quantities they need... when they need it! The BA4000 is capable of recycling up to 4 tons per hour depending on material input. This unit is easily transportable due to economical size and weight.

TECHNICAL DATA: Complete specifications are available at: PavementRecyclers.com

Type	Length	Width	Height	Weight (lbs)	Diesel Engine	Rated Output	Heating System	Fuel Per Ton Consumption
BA4000	174"	79"	79"	4400	1 cyl., 6.6 hp	4 tph	Diesel 0.48 MBTU/hr	Approx. 1.0 gal/ton
BA7000	212"	80"	83"	5500	1 cyl., 11.5 hp	7 tph	Diesel 0.90 MBTU/hr	Approx. 1.0 gal/ton
BA10000	271"	91"	97"	11000	3 cyl., 31.0 hp	10 tph	Diesel 1.48 MBTU/hr	Approx. 1.0 gal/ton

SERVICE AND SUPPORT:

Service, parts and support are only a phone call away. Visit our website for our growing list of authorized Bagela Asphalt Recycler Dealers throughout the United States.



70 Platt Road
Shelton, CT 06460
877.499.2221
Fax: 203.929.0144

sales@PavementRecyclers.com
PavementRecyclers.com

local dealer:



17474 Judson Road • San Antonio, TX 78247
(210) 657-5151

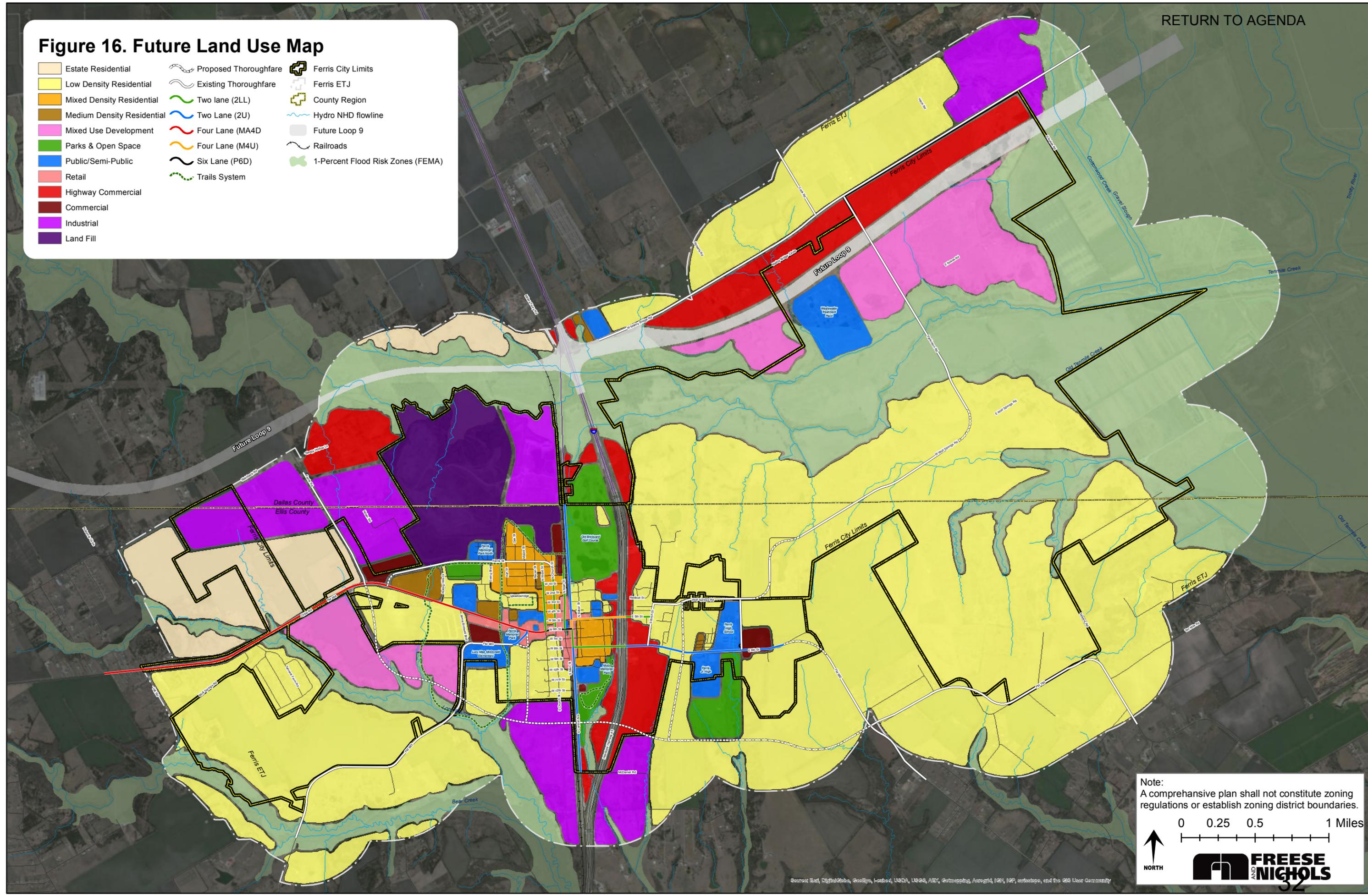
members:





Proposed Location - 5 Acre Lot Adjacent to Southern end of ATCO on I-45

Figure 16. Future Land Use Map

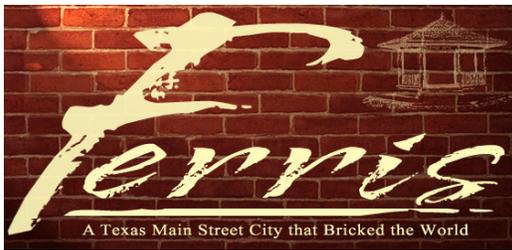


Note:
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

0 0.25 0.5 1 Miles

FREESE AND NIGHOLS

Source: Esri, DigitalGlobe, GeoEye, AeroMap, USDA, USGS, AIG, @comptrols, Aerogrid, IGN, IGC, swisstopo, and the GIS User Community



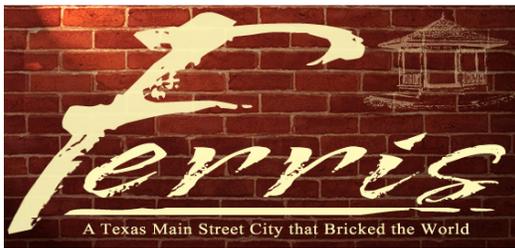
MEMORANDUM

DATE: July 20, 2015
FROM: Councilmember, Gary Ross
TO: Mayor and City Council

SUBJECT: Electric Costs

Mark Boyd of Reliant Energy will give a presentation to discuss the City's plans for future electricity costs.

The City is currently under contract with GDF Suez until August 31, 2017.



MEMORANDUM

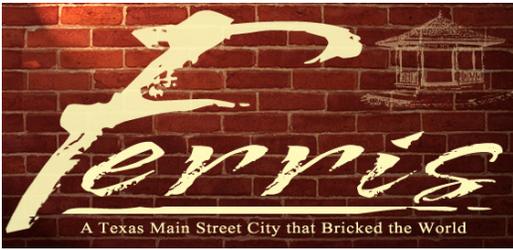
Date: July 20, 2015
From: Chuck Dart, Economic Development
To: Mayor and City Council

SUBJECT: Discussion of Public Art Ordinance

On June 15 the City Council voted to accept the Veterans Memorial Sculpture by an anonymous donor. Public art, whether it is gifted or purchased, should be covered under ordinance. Our City Attorney has drawn up an ordinance that includes the following:

- **Public Art’s purpose, goals and objectives, and potential funding sources;**
- **Administration, including the creation of the Ferris Arts Committee (under Main Street) and the maintenance, protection, and display of artwork;**
- **An acquisition framework that includes artwork selection criteria, selection process, acquisition methods, ownership of artwork, responsibilities of artists& donors, criteria for artwork placement, and relocation or removal of purchased or commissioned artwork;**
- **The deaccession of City-owned artwork including deaccession criteria, review process, notification of donors /heirs, disposal, monies raised from deaccession, and acknowledgements.**

Tonight’s agenda item is for discussion only. Council will be asked to take action at the next scheduled meeting.



MEMORANDUM

DATE: July 20, 2015
FROM: Court Supervisor, Denise Jantes
TO: Mayor and City Council

SUBJECT: Resignation of Alternate Judge

Please accept the attached letter of resignation for Dana Huffman.

July 1, 2015

City of Ferris

104 S. Central Ave.

Ferris, Texas 75125

RE: Resignation

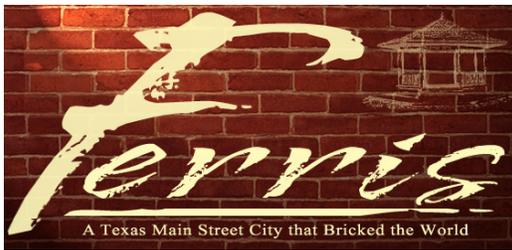
Dear City of Ferris,

Please accept this as my written resignation for serving in the position of alternate municipal judge for the City of Ferris. It has been a pleasure to serve the City and I thank you so much for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana D. Huffman", with a long horizontal flourish extending to the right.

Dana D. Huffman



MEMORANDUM

DATE: July 20, 2015
FROM: Court Supervisor, Denise Jantes
TO: Mayor and City Council

SUBJECT: Prosecutor

Please consider appointing Dana Huffman as our Municipal Court Prosecutor. She has resigned as our Alternate Judge to accept the Prosecutor position.

I have attached a contract that can be used for Ms. Huffman if the Mayor chooses to appoint her and council ratifies that decision.

THE STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**
 § **BETWEEN THE CITY OF FERRIS, TEXAS**
 § **AND DANA D. HUFFMAN**
COUNTY OF ELLIS §

This agreement (the “Agreement”) is made by and between the City of Ferris, Texas, Ellis County, Texas (the “City”), and Dana D. Huffman (“Huffman”).

RECITALS:

WHEREAS, the City desires to engage and retain Huffman, as an independent contractor, in the position of Ferris Municipal Court Prosecutor; and

WHEREAS, Huffman desires to provide services to the City as Ferris Municipal Court Prosecutor, on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Huffman agree as follows:

SECTION 1. Scope of Services

The City hereby engages Huffman, and Huffman hereby agrees to perform services as the Ferris Municipal Court Prosecutor, for the set fee that appears in Section 3, below, during the term herein provided, including appearing at plea dockets, trials, witness preparation, subpoena issuance, attorney dockets, communications with defendants/attorneys, and communication with city/court staff/police staff.

The City hereby engages Huffman, and Huffman hereby agrees to perform services as the Ferris Municipal Court Prosecutor, for the hourly fee set forth in Section 3, below, during the term herein provided, including extraordinary matters that include but are not limited to, motions to recuse, motions to suppress, and contested discovery matters.

Huffman agrees to perform all services in accordance with requirements of the Texas State Bar as applicable to court prosecutors in the State of Texas, and to conduct herself in a professional demeanor at all times in representing the City.

Huffman agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Ferris Municipal Court Prosecutor or otherwise knowingly undertake to represent a client on a legal matter against the City.

SECTION 2. Term

Huffman shall provide services to the City as Ferris Municipal Court Prosecutor beginning July 1, 2015 through and including July 1, 2016. A performance and contract review

shall be conducted annually. This Agreement shall automatically terminate without notice in the event Huffman resigns or is removed from office as the Ferris Municipal Court Prosecutor by the Ferris City Council. In the event of resignation or removal from office, Huffman shall be paid for her services rendered as of the date of termination. Nothing contained herein shall be construed to limit or prohibit the City Council from removing Huffman as the Ferris Municipal Court Prosecutor or terminating this Agreement under state law, as may be applicable.

SECTION 3. Compensation

As an independent contractor, Huffman shall not receive any City benefits which are otherwise available to City of Ferris employees.

Huffman and the City agree that, in exchange for the services performed and identified in the first paragraph of Section 1, above, Huffman will receive the amount of \$2,000.00 each calendar month. Huffman and the City agree that, in exchange for the services performed and identified as extraordinary matters in the second paragraph of Section 1, above, Huffman shall be compensated at the rate of \$100.00 per hour.

SECTION 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or Huffman, as the case may be, at the address set forth below the signature of the party.

SECTION 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

SECTION 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

SECTION 7. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Ellis County, Texas.

SECTION 8. Amendment

This Agreement may be amended by the mutual written agreement of the parties.

SECTION 9. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 10. Independent Contractor

It is understood and agreed by and between the parties that Huffman, in satisfying the conditions of this Agreement, is acting independently, and that the City does not assume any responsibility or liability to any third party in connection with these actions. All services to be performed by Huffman pursuant to this Agreement shall be in the capacity of an independent contractor only, and not as an agent or employee of the City. Huffman shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. The City agrees, during the term of this Agreement and at its cost, to obtain and maintain public official liability insurance coverage covering the acts and omissions by Huffman in the scope of her official duties and responsibilities as Ferris Municipal Court Prosecutor.

SECTION 11. Effective Date

This Agreement shall become effective July 1, 2015.

EXECUTED this 1st day of July, 2015.

DANA D. HUFFMAN

CITY OF FERRIS, TEXAS

By: _____
Dana D. Huffman
Ferris Municipal Court Prosecutor

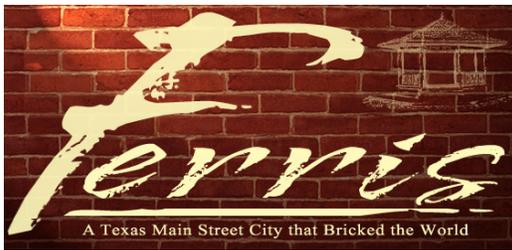
By: _____
Mayor, City of Ferris, Texas

Address: 1143 Rockingham, Suite 107
Richardson, Texas 75080

104 S. Central Ave.
Ferris, Texas 75125

ATTEST:

By: _____
City Secretary
City of Ferris, Texas



MEMORANDUM

DATE: July 20, 2015
FROM: Court Supervisor, Denise Jantes
TO: Mayor and City Council

SUBJECT: Alternate Judge

Please consider appointing Kathy Austin as the Alternate Judge to help fill in when Judge Kurth is unavailable. The Judge highly recommends her and has worked with her in other local courts.

I have attached a contract that can be used for Ms. Austin if the Mayor chooses to appoint her and council ratifies that decision.

**AGREEMENT BETWEEN CITY OF FERRIS, TEXAS AND KATHY AUSTIN
FOR SERVICE AS ALTERNATE JUDGE OF THE FERRIS MUNICIPAL COURT**

On July 1, 2015, the City Council ("City Council") of the City of Ferris, Texas ("City"), consented to and approved the appointment of Kathy Austin ("Alternate Judge") to serve as Alternate Judge of the Ferris Municipal Court ("Court"). This agreement ("Agreement") between the City and the Alternate Judge for service as Alternate Judge of the Court takes effect on July 1, 2015, on the following terms and conditions

Section 1. Appointment.

- a. The Alternate Judge shall be appointed in accordance all applicable laws and upon the consent and approval of the City Council.

Section 2. Term and Termination.

- a. The Alternate Judge is, at all times and for all purposes, an independent contractor of the City, as that term is defined by Texas law. No property rights are created by the execution of the Agreement.
- b. The Alternate Judge's term of service begins on the effective date of the Agreement and ends on the same date in May 2016 on which the current term of the City Mayor ends ("Termination Date"), unless the City terminates the Agreement early in accordance with its provisions. The Agreement will be extended for an additional two-year term beginning on the first day after the Termination Date unless: (1) the City notifies the Alternate Judge in writing at least 30 days before the Termination Date that the Agreement will be terminated on the Termination Date; (2) the City terminates the Agreement early in accordance with its provisions; or (3) the Alternate Judge gives written notice to the City that she is terminating the Agreement on a date prior to the Termination Date.
- c. The Agreement and the Alternate Judge's service may be terminated by the City Council before the Termination Date as provided by and in accordance with state law and the City's ordinances.

Section 3. Duties.

- a. In the absence and at the request of the Ferris Municipal Court Presiding Judge or the City Manager or his designee, the Alternate Judge shall perform the functions and duties specified by state law and the City's ordinances, and such other legally permissible and proper duties and functions as the City shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and the City's ordinances, including state-mandated fees for the Court. The Alternate Judge shall endeavor to enforce the law consistently and fairly, and she shall be uniform and consistent in the implementation of judicial policy in accordance with state law, the City's ordinances, and the Standing Orders, signed by the Presiding Judge, as

defined below. The Alternate Judge shall apply the law and enter judgments in accordance with state law and the City’s ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exists under law. Judicial discretion shall be applied only where allowed under law.

- d. The Alternate Judge shall timely perform all duties assigned to her under the law and this Agreement.

Section 4. Standing Orders.

- a. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and the City’s ordinances. Therefore, the Alternate Judge shall utilize the “Bench Book” produced by the Texas Municipal Court Education Center.
- b. As a general rule, the Alternate Judge shall adhere to the Standing Orders, unless justice requires a deviation from the Standing Orders.

Section 5. Municipal Court.

- a. Court shall commence promptly at scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court sessions at the designated time.

Section 6. Magistrate Duties.

- a. The Alternate Judge shall perform the duties of the Magistrate as set forth in the Texas Code of Criminal Procedure and, where applicable, in accordance with the Standing Orders, and all state and federal laws. The Alternate Judge will perform the duties of the Magistrate when the Presiding Judge is unavailable to do so.
- b. When requested, the Alternate Judge shall be available when “On Call” to sign warrants, consider probable cause affidavits, and conduct emergency Magistrate hearings (e.g., medical emergencies) at times other than as scheduled, or for times outside normal business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Alternate Judge will be compensated according to the rate(s) specified in Section 7, “Compensation and Evaluation,” below, for each additional job duty required.

Section 7. Compensation and Evaluation.

- a. As compensation for all required services, and as outlined above, the City agrees to pay the Alternate Judge according to the following flat-fee compensation schedule:

Magistrate’s hearings (one arrestee)	\$50.00
Each additional arrestee arraigned per arraignment session	\$5.00
Court sessions (all pretrial, plea, show-cause, and trial dockets)	\$400.00
Reviewing and signing warrants without a Magistrate hearing	\$50.00
	Per court session

- b. The Alternate Judge shall send an invoice to the City once each month, not later than the fifth day of the month. The invoice shall set forth each date that the Alternate Judge performed a compensable duty outlined in Section 7(a), above, the duty performed, and the applicable rate of pay for the duty. The invoice shall also provide the total amount of compensation requested for the month.
- c. The City shall pay the Alternate Judge once each month within 21 days from the date the invoice is received by the City, unless the invoice is disputed by the City, in which instance the City may withhold the amount(s) of the disputed charge(s) until such dispute is resolved.

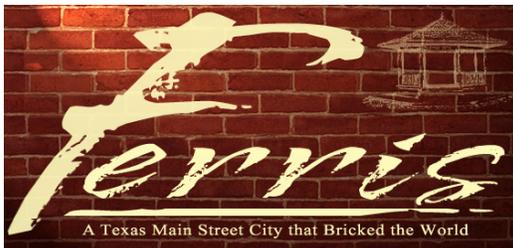
Section 8. General Provisions.

- a. This Agreement, along with any amendments in writing signed by the parties, shall constitute the entire agreement between the parties.
- b. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any judicial proceeding related to or arising from this Agreement shall be in Ellis County, Texas.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

ACKNOWLEDGED, AGREED AND ACCEPTED:

 Kathy Austin
 Date Signed _____

 Micheal L. Driggars
 Mayor
 City of Ferris, Texas
 Date Signed _____



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of appointing James Swafford to the Planning and Zoning Commission.

Staff has received an application from James (Jim) Swafford to serve on the Planning and Zoning Commission. Mr. Swafford is a resident of Ferris in the Shaw Creek Subdivision. He is a retired Dallas Police Officer, and has served on several boards in other organizations. Staff believes he will be an active and committed member of the Planning and Zoning Commission.

FINANCIAL SUMMARY:

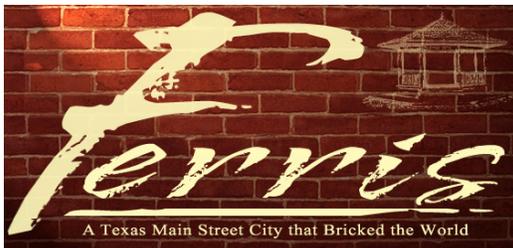
N/A

SUPPORTING MATERIALS:

- Application

RECOMMENDATION:

Staff recommends appointment of Mr. Swafford to the Planning and Zoning Commission.



MEMORANDUM

DATE: July 20, 2015
FROM: City Secretary, Destiny Wright
TO: Mayor and City Council

SUBJECT: TML Administrative Agreement

Annually the city signs an agreement with TML for continuation of coverage of the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA is a continuation of our group health plan for employees that lose coverage. An example of lost health coverage is when an employee leaves city employment.

This is an action item. I recommend that the City Council approve the TML Administrative Agreement and authorize the City Manager to execute the document.

COBRA Continuation of Coverage Administrative Agreement

City of Ferris

October 2015

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:

I. Effective Date

As of the first day of October, 2015, 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.

II. 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.

III. 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:
 - a. benefit availability - initial notice, enrollment card and cost;
 - b. confirmation of enrollment and payment coupons
 - c. 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
 - d. open enrollment
 - e. contribution change and revised payment coupons
 - f. conversion to an individual policy
 - g. Medicare eligibility
 - h. 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.

IV. 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:

<u>Address of Pool</u>	<u>Address of Employer</u>
Executive Director	City of Ferris
TML MultiState Intergovernmental Employee Benefits Pool	100 Town Plaza
Texas Municipal Center	Ferris, Texas 75125
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

V. 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.

VI. 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.

VII. Termination

- 1. Term of this initial Agreement shall be from its effective date through October 1, 2016, 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 _____, at a duly called meeting held on _____ by:

_____	City of Ferris
(Signature)	(Employer/Group Name)
_____	_____
(Authorized Official Title)	(Date)

This Agreement Entered Into and Accepted By:
TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: _____ at Austin, Texas _____
TITLE: (Executive Director) (Date)

Attachment A

COBRA Continuation of Coverage (COC) Rights

Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a thirty (30) day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);

5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision on whether or not a termination was for gross misconduct later than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events that occurred prior to the termination of employment.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

When is COBRA Continuation of Coverage available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

You must give notice of some Qualifying Events

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within sixty (60) days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

How is COBRA Continuation of Coverage provided?

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

Active Duty Reservists extension of COBRA Continuation of Coverage

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to IEBP.

Disability extension of COBRA Continuation of Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60th) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

Second Qualifying Event extension of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

Adding Dependents

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of Coverage

rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

If you have questions

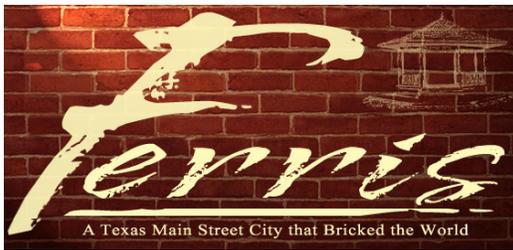
Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services’ Centers for Medicare and Medicaid Services at:

- http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html; or
- <http://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/index.html#COBRA>

Keep Your Plan Informed of Address Changes

In order to protect your family’s rights, you should keep TML MultiState IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML MultiState IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP)	1821 Rutherford Lane, Suite 300 Austin, Texas 78754 PO Box 149190 Austin, Texas 78714-9190	
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit www.iebp.org click on the “Login” button click on “Online Customer Care” under the “My Tools” menu click on “Send a Secure Email”	8:30 AM - 5:00 PM Central
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit www.iebp.org to register, click on the “Sign Up” link under the provider section to login, click on the “Login” button at the top right hand side of the screen	
TML MultiState IEBP Internet Website:	www.iebp.org	Twenty-four (24) hrs
MyIEBP Mobile Access:	iPhone—App Store, Droid—Google Play, All other Phones— www.iebp.org	Twenty-four (24) hrs
Medical Authorizations:	(800) 847-1213	8:30 AM - 5:00 PM Central
Professional Health Coaches:	(888) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appt.
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190 Austin, Texas 78714-9190	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving the repeal of Chapter 151 of the City of Ferris Code of Ordinances.

Currently Chapter 151 regulates substandard structures and the process for seeking remedy. This process is included in the International Property Maintenance Code, and is no longer needed to be included in Chapter 151.

FINANCIAL SUMMARY:

This ordinance will have no impact on the City's budget.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-793

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, CHAPTER 151, "MINIMAL BUILDING STANDARDS CODE," BY REPEALING IT IN ITS ENTIRETY, AND RENUMBERING CHAPTER 152, "SIGNS," TO READ AS CHAPTER 151, "SIGNS," RENUMBERING CHAPTER 153, "FLOOD AND DAMAGE PREVENTION," TO READ AS CHAPTER 152, "FLOOD AND DAMAGE PREVENTION," RENUMBERING CHAPTER 154, "ZONING AND SUBDIVISION REGULATIONS," TO READ AS CHAPTER 153, "ZONING AND SUBDIVISION REGULATIONS," AND RENUMBERING CHAPTER 155, "OIL AND GAS WELL DRILLING AND PRODUCTION," TO READ AS CHAPTER 154, "OIL AND GAS WELL DRILLING AND PRODUCTION"; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 5, 2005, the City Council of the City of Ferris, Texas ("City Council") adopted Ordinance No. 600, which was later codified as Chapter 151, "Minimal Building Standards Code," in the City of Ferris, Texas Code of Ordinances ("Code of Ordinances"); and

WHEREAS, after additional, subsequent discussion and deliberation, the City Council has concluded it is in the best interest of the residents of the City of Ferris, Texas that the Code of Ordinances should be amended by repealing Chapter 151 in its entirety, and by renumbering Chapter 152, "Signs," to read as Chapter 151, "Signs," renumbering Chapter 153, "Flood and Damage Prevention," to read as Chapter 152, "Flood and Damage Prevention," renumbering Chapter 154, "Zoning and Subdivision Regulations," to read as Chapter 153, "Zoning and Subdivision Regulations," and renumbering Chapter 155, "Oil and Gas Well Drilling and Production," to read as Chapter 154, "Oil and Gas Well Drilling and Production."

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

Section 1. FINDINGS INCORPORATED

All of the above recitals are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, CHAPTER 151, "MINIMAL BUILDING STANDARDS CODE," BY REPEALING CHAPTER 151, "MINIMAL BUILDING STANDARDS CODE," IN ITS ENTIRETY

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances is amended by repealing Chapter 151, "Minimal Building Standards Code," in its entirety.

Ordinance No. O-15-793

Section 3. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, BY RENUMBERING CHAPTER 152, “SIGNS,” TO READ AS CHAPTER 151, “SIGNS,” RENUMBERING CHAPTER 153, “FLOOD AND DAMAGE PREVENTION,” TO READ AS CHAPTER 152, “FLOOD AND DAMAGE PREVENTION,” RENUMBERING CHAPTER 154, “ZONING AND SUBDIVISION REGULATIONS,” TO READ AS CHAPTER 153, “ZONING AND SUBDIVISION REGULATIONS,” AND RENUMBERING CHAPTER 155, “OIL AND GAS WELL DRILLING AND PRODUCTION,” TO READ AS CHAPTER 154, “OIL AND GAS WELL DRILLING AND PRODUCTION”

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances is amended by renumbering Chapter 152, “Signs,” to read as Chapter 151, “Signs,” renumbering Chapter 153, “Flood and Damage Prevention,” to read as Chapter 152, “Flood and Damage Prevention,” renumbering Chapter 154, “Zoning and Subdivision Regulations,” to read as Chapter 153, “Zoning and Subdivision Regulations,” and renumbering Chapter 155, “Oil and Gas Well Drilling and Production,” to read as Chapter 154, “Oil and Gas Well Drilling and Production.”

Section 4. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions or parts thereof, are in conflict herewith.

Section 5. SEVERABILITY CLAUSE

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

Section 6. SAVINGS CLAUSE

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

Section 7. EFFECTIVE DATE

(a) This Ordinance shall become effective, and shall be in full force and effect, from and after the date of its passage, and it is accordingly so ordained.

(b) The City Manager and City Attorney are hereby authorized to take all reasonable and necessary action to comply with the intent of this Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas, on this 20th day of July, 2015.

APPROVED:

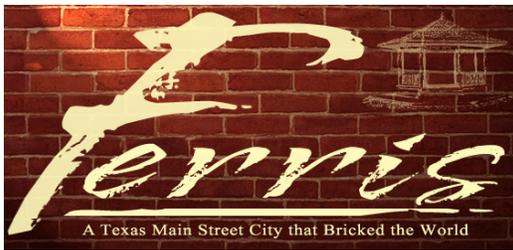
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving amendment to Chapter 150 of the City of Ferris Code of Ordinances.

Currently Chapter 150 Sections 35 through 40 adopt the National Electrical Code and set registration requirements for electricians. This amendment will remove the NEC adoption from this section as it is being relocated with the adoption of the 2014 NEC. The requirement for electricians to register has been changed to require all contractors to register regardless of trade.

FINANCIAL SUMMARY:

This ordinance will have a positive impact on the City's budget as all contractors will be required to register with the City.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-794

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, BY AMENDING TITLE XV, "LAND USAGE," CHAPTER 150, "BUILDING REGULATIONS; CONSTRUCTION," BY REPEALING THE SUBCHAPTER ENTITLED "MINIMUM HEALTH AND HOUSING STANDARDS," AND SECTIONS 150.020 THROUGH 150.024 THEREIN, AND REPEALING AND REPLACING THE SUBCHAPTER ENTITLED "ELECTRICAL CODE; ADMINISTRATION; ELECTRICIAN LICENSING," AND SECTIONS 150.035 THROUGH 150.040 THEREIN, WITH A NEW SUBCHAPTER ENTITLED "CONTRACTOR LICENSING," WITH NEW SECTIONS 150.035 THROUGH 150.037 THEREIN, TO PROVIDE FOR THE ANNUAL LICENSURE OF CERTAIN CONTRACTORS, AND RELATED LICENSE RENEWAL REQUIREMENTS AND FEES, PENALTIES, AND EXEMPTIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, certain provisions of Chapter 150, "Building Regulations; Construction," of the City of Ferris, Texas Code of Ordinances ("Code of Ordinances" or "Code"), contained in the subchapter entitled "Minimum Health and Housing Standards," and specifically Sections 150.020 through 150.024 therein, have been replaced, superseded, or moved to other sections of the Code, and said subchapter therefore should be repealed; and

WHEREAS, the City Council wishes to repeal and replace certain provisions of Chapter 150, "Building Regulations; Construction," of the Code of Ordinances, contained in the subchapter entitled "Electrical Code; Administration; Electrician Licensing," and specifically Sections 150.035 through 150.040 therein, with a new subchapter entitled "Contractor Licensing," with new Sections 150.35 through 150.037 therein, to provide that all contractors, regardless of trade and not limited solely to electricians, must register and apply for, and be issued, an annual license from the City, and to further provide for related license renewal requirements and fees, penalties, and exemptions.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. AMENDMENT OF TITLE XV, “LAND USAGE,” CHAPTER 150, “BUILDING REGULATIONS; CONSTRUCTION,” OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, BY REPEALING THE SUBCHAPTER ENTITLED “MINIMUM HEALTH AND HOUSING STANDARDS,” AND SECTIONS 150.020 THROUGH 150.024 THEREIN

From and after the effective date of this Ordinance, Title XV, “Land Usage,” Chapter 150, “Building Regulations; Construction,” of the City of Ferris, Texas Code of Ordinances, as amended, shall be amended by repealing in its entirety the subchapter entitled “Minimum Health and Housing Standards,” and Sections 150.020 through 150.024 therein.

Section 3. AMENDMENT OF TITLE XV, “LAND USAGE,” CHAPTER 150, “BUILDING REGULATIONS; CONSTRUCTION,” OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, BY REPEALING AND REPLACING THE SUBCHAPTER ENTITLED “ELECTRICAL CODE; ADMINISTRATION; ELECTRICIAN LICENSING,” AND SECTIONS 150.035 THROUGH 150.040 THEREIN, WITH A NEW SUBCHAPTER ENTITLED “CONTRACTOR LICENSING,” WITH NEW SECTIONS 150.035 THROUGH 150.037 THEREIN, TO PROVIDE FOR THE ANNUAL LICENSURE OF CERTAIN CONTRACTORS, AND RELATED LICENSE RENEWAL REQUIREMENTS AND FEES, PENALTIES, AND EXEMPTIONS

From and after the effective date of this Ordinance, Title XV, “Land Usage,” Chapter 150, “Building Regulations; Construction,” of the City of Ferris, Texas Code of Ordinances, as amended, shall be amended by repealing and replacing the subchapter entitled “Electrical Code; Administration; Electrician Licensing,” and Sections 150.035 through 150.040 therein, with a new subchapter entitled “Contractor Licensing,” with new Sections 150.035 through 150.037 therein, to provide for the annual licensure of certain contractors, and related license renewal requirements and fees, penalties, and exemptions, to read in its entirety as follows:

“TITLE XV: LAND USAGE

.....

CHAPTER 150: BUILDING REGULATIONS; CONSTRUCTION

.....

CONTRACTOR LICENSING

**§ 150.035 LICENSE/SURETY BOND REQUIRED;
LICENSE RENEWAL AND FEES**

(A) No person shall engage in the business of contracting to furnish labor and materials for the erection, construction, or repair of buildings, structures, or signs for which a building permit is required without first obtaining an annual license from the City.

(B) Renewal of the license may be effected at any time prior to the date of expiration.

(C) No person shall be issued a license as a contractor or builder until that person has made, executed, and delivered to the City a good and sufficient corporate surety bond in the amount of one thousand dollars (\$1,000.00).

(D) All licenses issued under this code shall expire at midnight on December 31 of the year of issuance. Any licensee failing to renew his surety bond and who makes application for renewal of the license before his current license expires shall be considered an applicant for an original license.

(E) Any person desiring to erect, construct, or repair a structure owned by that person and who personally performs such work shall not be required to obtain the required license or post the required bond but shall be required to obtain the customary permit for the particular job or task under this chapter.

(F) The license fees as set by the Ferris Fee Schedule shall be paid prior to commencing work for all construction, repairs, alterations, or other work as described therein.

§ 150.036 PENALTIES

(A) Any person, firm, or corporation that violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of, any provision of this article shall be fined no more than two thousand dollars (\$2,000.00) for all violations involving zoning, fire safety or public health and sanitation, including dumping of refuse, and shall be fined not more than five hundred dollars (\$500.00) for all other violations of this article. Each day that a violation is permitted to exist shall constitute a separate offense.

(B) Any failure by the holder of a contractor's license to comply with the provisions of any ordinance of the city regulating

Ordinance No. O-15-794

building and construction and any element or system thereof, or to carry out faithfully the conditions of a contract for same, shall be deemed sufficient cause for revoking that license, together with all rights and privileges thereunder, and forfeiting the bond filed pursuant to the requirements of § 150.035 of this code. The Building Official is hereby authorized to refuse to issue a license or permit to any person, firm, or corporation whose license had been previously revoked or to any person, firm, or corporation associated with the previous holder of a revoked license.

§ 150.037 PUBLIC UTILITY SYSTEMS EXEMPT

Nothing herein contained shall be construed to apply to the installation, alterations, or repairs of any public utility system owned or operated by an electric light and power company, telephone or telegraph company, fuel gas company, cable television company, railroad company, or similar utility in rendering its duly authorized service.”

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any provision or term of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be deemed a separate offense.

Section 5. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

Section 6. SEVERABILITY CLAUSE

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

Section 7. EFFECTIVE DATE

This Ordinance shall become effective, and shall be in full force and effect, from and immediately after the date of its passage and publication, as the law in such cases provides, and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Ferris, Texas on this the 20th day of July, 2015.

APPROVED:

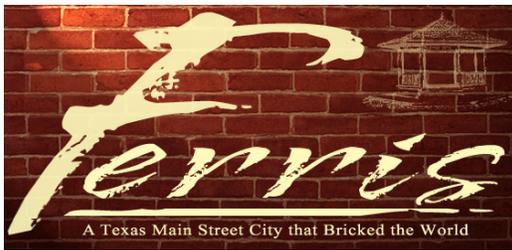
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving an amendment to Chapter 52 of the City of Ferris Code of Ordinances.

The city has received multiple and regular complaints about dumpsters and other trash containers being filled by persons other than whom the container is assigned. This causes difficulty for our residents and businesses to dispose of their trash when they find their container already full. It also placed a burden on Waste Management who must service the containers more frequently.

The ordinance proposed is an effort to discourage and prohibit persons and businesses from depositing materials in dumpsters and similar waste receptacles not owned by such persons or businesses. Specifically, it will make dumping in another's container a Class C Misdemeanor. This will allow the Police Department and Code Enforcement to issue citations to violators.

Waste Management has also agreed to allow the City to place warning stickers that cite the proposed ordinance on their dumpsters as an additional form of discouragement.

FINANCIAL SUMMARY:

This ordinance will have no impact on the City's budget, however potential fines and the cost of stickers will have a positive and negative impact respectively.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-795

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, CHAPTER 52, "GARBAGE," BY ADDING A NEW SUBSECTION (D) TO SECTION 52.05, "ADDITIONAL PROHIBITED ACTS," PROHIBITING PERSONS AND BUSINESSES FROM DEPOSITING MATERIALS IN DUMPSTERS AND SIMILAR WASTE RECEPTACLES NOT OWNED BY SUCH PERSONS OR BUSINESSES, WITH EXCEPTIONS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after discussion and deliberation, the City Council has concluded it is in the best interest of the health, safety, morals, and general welfare of the residents of the City of Ferris, Texas that Chapter 52, "Garbage," of the Code of Ordinances should be amended by adding a new subsection (D) to Section 52.05, "Additional Prohibited Acts," to prohibit persons and businesses from depositing materials in dumpsters and similar waste receptacles not owned by such persons or businesses, with certain identified exceptions.

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

Section 1. FINDINGS INCORPORATED

All of the above recitals are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, CHAPTER 52, "GARBAGE," BY ADDING A NEW SUBSECTION (D) TO SECTION 52.05, "ADDITIONAL PROHIBITED ACTS," TO PROHIBIT PERSONS AND BUSINESSES FROM DEPOSITING MATERIALS IN DUMPSTERS AND SIMILAR WASTE RECEPTACLES NOT OWNED BY SUCH PERSONS OR BUSINESSES, WITH EXCEPTIONS

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances is amended by adding a new subsection (D) to Section 52.05, "Additional Prohibited Acts," to read in its entirety as follows:

“(D) No person or business shall deposit any material whatsoever in a collection bin, dumpster, or other garbage, rubbish, or waste receptacle not owned or in control of that person or business. Exception: City-placed public trash cans in parks and rights-of-way.”

Section 3. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions or parts thereof, are in conflict herewith.

Section 4. SEVERABILITY CLAUSE

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

Section 5. SAVINGS CLAUSE

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

Section 6. EFFECTIVE DATE

This Ordinance shall become effective, and shall be in full force and effect, from and immediately after the date of its passage and publication, as the law in such cases provides, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas, on this 20th day of July, 2015.

APPROVED:

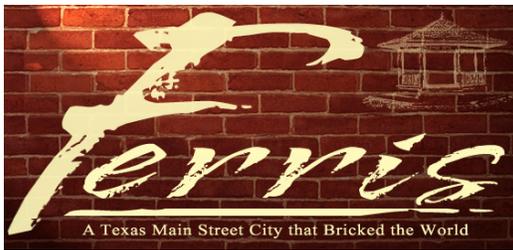
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving the repeal of sections of Chapter 92 of the City of Ferris Code of Ordinances.

Section 92.01 and 92.02 of the Ferris Code of Ordinances regulates high weeds and nuisances. These regulations have been replaced with the adoption of the 2012 International Property Maintenance Code and are no longer needed. This ordinance will remove these sections and renumber the remaining sections of the chapter.

FINANCIAL SUMMARY:

This ordinance will have no impact on the City's budget.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-796

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, TITLE IX, “GENERAL REGULATIONS,” CHAPTER 92, “HEALTH AND SANITATION; NUISANCES,” BY REPEALING SECTION 92.01, “HIGH GRASS AND WEEDS,” AND SECTION 92.02, “NUISANCES,” IN THEIR ENTIRETY, AND RENUMBERING SECTION 92.03, “OBSTRUCTIONS IN THE RIGHT-OF-WAY,” TO READ AS SECTION 92.01, “OBSTRUCTIONS IN THE RIGHT-OF-WAY,” AND RENUMBERING SECTION 92.04, “NOISE,” TO READ AS SECTION 92.02, “NOISE”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ferris, Texas (“City”) is a duly formed and validly existing Type-A, general law municipality and political subdivision established under the laws of the State of Texas; and

WHEREAS, Section 92.01, “High Grass and Weeds,” and Section 92.02, “Nuisances,” of Title IX, “General Regulations,” Chapter 92, “Health and Sanitation; Nuisances,” of the City of Ferris, Texas, Code of Ordinances currently regulate high weeds and grass, litter, trash and junk; and

WHEREAS, these regulations are now included and covered by the International Property Maintenance Code (“IPMC”), recently adopted by the City of Ferris, and the City wishes to repeal these two sections to avoid any duplication or conflict between the IPMC and Sections 92.01 and 92.02.

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

Section 1. FINDINGS INCORPORATED

The above recitals are hereby found to be true and correct legislative determinations and are hereby approved and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, TITLE IX, “GENERAL REGULATIONS,” CHAPTER 92, “HEALTH AND SANITATION; NUISANCES,” BY REPEALING SECTION 92.01, “HIGH GRASS AND WEEDS,” AND SECTION 92.02, “NUISANCES,” IN THEIR ENTIRETY

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances, Title IX, “General Regulations,” Chapter 92, “Health and Sanitation; Nuisances,” is amended by repealing Section 92.01, “High Grass and Weeds,” and Section 92.02, “Nuisances,” in their entirety.

Section 3. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES BY RENUMBERING SECTION 92.03, “OBSTRUCTIONS IN THE RIGHT-OF-WAY,” TO READ AS SECTION 92.01, “OBSTRUCTIONS IN THE RIGHT-OF-WAY,” AND RENUMBERING SECTION 92.04, “NOISE,” TO READ AS SECTION 92.02, “NOISE”

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances, is amended by renumbering Section 92.03, “Obstructions in the Right-of-Way,” to read as Section 92.01, “Obstructions in the Right-of-Way,” and renumbering Section 92.04, “Noise,” to read as Section 92.02, “Noise.”

Section 4. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions or parts thereof, are in conflict herewith.

Section 5. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that each word, phrase, clause, sentence, paragraph, and section of this Ordinance is severable, and if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration of unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the City Council would have adopted the valid portions of this Ordinance without the incorporation of any invalid portion and, to this end, the provisions of this Ordinance shall remain in full force and effect.

Section 6. EFFECTIVE DATE

This Ordinance shall take effect and shall be in full force and effect immediately from and after its adoption and publication, as the law in such cases provides.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas on this the 20th day of July, 2015.

APPROVED:

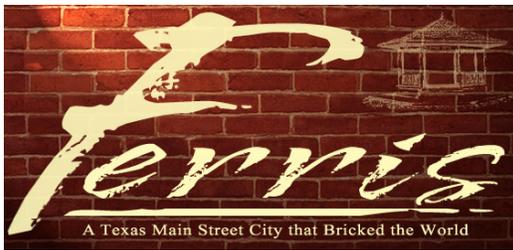
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving an amendment of Section 93.01 of the City of Ferris Code of Ordinances.

Chapter 93.01 provides definitions for the abandoned vehicles section of Chapter 93. This ordinance will remove the definition for “Junked Vehicle” from section 93.01. The “junked Vehicle” definition is already included in the Junked vehicle section of Chapter 93.

FINANCIAL SUMMARY:

This ordinance will have no impact on the City’s budget.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-797

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, TITLE IX, "GENERAL REGULATIONS," CHAPTER 93, "ABANDONED AND JUNKED PROPERTY," BY REPEALING SECTION 93.01, "DEFINITIONS," IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 93.01, "DEFINITIONS," TO REMOVE DUPLICATE OR CONFLICTING DEFINITIONS FROM THE CODE OF ORDINANCES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUME OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ferris, Texas Code of Ordinances, as amended ("Code of Ordinances"), Title IX, "General Regulations," Chapter 93, "Abandoned and Junked Property," Section 93.01, "Definitions," contains definitions for the Subchapter entitled "Abandoned Vehicles," which includes Section 93.01 through Section 93.11; and

WHEREAS, certain definitions contained in Section 93.01 are duplicative of definitions now found elsewhere in the Code of Ordinances, as amended; and

WHEREAS, the City Council of the City of Ferris wishes to repeal Section 93.01, "Definitions," in its entirety and replace it with a new Section 93.01, "Definitions," thereby providing a new set of definitions to avoid duplication or conflict within the Code of Ordinances.

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

Section 1. FINDINGS INCORPORATED

The above recitals are hereby found to be true and correct legislative determinations and are hereby approved and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, TITLE IX, "GENERAL REGULATIONS," CHAPTER 93, "ABANDONED AND JUNKED PROPERTY," BY REPEALING SECTION 93.01, "DEFINITIONS," IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 93.01, "DEFINITIONS"

From and after the effective date of this Ordinance, the City of Ferris, Texas Code of Ordinances, as amended, Title IX, "General Regulations," Chapter 93, "Abandoned and Junked Property," is hereby amended by repealing Section 93.01, "Definitions," in its entirety and replacing it with a new Section 93.01, "Definitions," to read in its entirety as follows:

“§ 93.01 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. Any motor vehicle which:

- (1) Is inoperable, is more than 5 years old, and has been left unattended on public property for more than 48 hours;
- (2) Has remained illegally on public property for more than 48 hours;
- (3) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or
- (4) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours.

CHIEF OF POLICE. The Chief of Police of the city, or any duly commissioned police officer of the city.

GARAGEKEEPER. The owner or operator of a storage facility.

MOTOR VEHICLE. A motor vehicle subject to registration under the Certificate of Title Act (Tex. Trans. Code, Ch. 501), except that for purposes of §§ 93.03, 93.04, and 93.06, *MOTOR VEHICLE* also includes a motor boat, outboard motor, watercraft, or vessel subject to registration under the Tex. Parks & Wildlife Code.

MUNICIPAL COURT. The Municipal Court of the city.

POLICE DEPARTMENT. The Police Department of the city.

STORAGE FACILITY. A garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.”

Section 3. PENALTY CLAUSE

Providing for a penalty for violation of this ordinance not to exceed the sum of five hundred dollars (\$500.00) except however, where a different penalty has been established by law for such offense which is a violation of any provision of law that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, the penalty shall be a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

Section 4. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions or parts thereof, are in conflict herewith.

Section 5. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that each word, phrase, clause, sentence, paragraph, and section of this Ordinance is severable, and if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration of unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the City Council would have adopted the valid portions of this Ordinance without the incorporation of any invalid portion and, to this end, the provisions of this Ordinance shall remain in full force and effect.

Section 6. EFFECTIVE DATE

This Ordinance shall take effect and shall be in full force and effect immediately from and after its adoption and publication, as the law in such cases provides.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas on this the 20th day of July, 2015.

APPROVED:

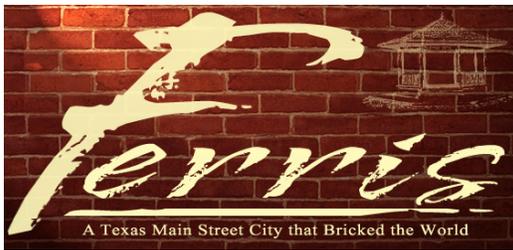
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: July 20, 2015
FROM: Chief Building Official, Bill Jordan
TO: Mayor and City Council

SUBJECT: Consideration of approving the repeal and replacement of sections of Chapter 93 of the City of Ferris Code of Ordinances.

Chapter 93 regulates abandoned and junked vehicles. The definitions and process included in the current Junked Vehicle ordinance are not in line with the current approved Section 683 of the Texas Transportation Code. These amendments will bring the City's ordinances in line with state law.

Additionally, the definitions for terms used in the junked vehicle ordinance were adopted in two different sections of the chapter. This amendment will remove the set of the definitions that were misplaced in the abandoned vehicle section.

FINANCIAL SUMMARY:

This ordinance will have no impact on the City's budget.

SUPPORTING MATERIALS:

- Ordinances

RECOMMENDATION:

Staff recommends approval of this amendment.

ORDINANCE NO. O-15-798

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, BY AMENDING TITLE IX, "GENERAL REGULATIONS," CHAPTER 93, "ABANDONED AND JUNKED PROPERTY," BY REPEALING SECTIONS 93.20 THROUGH 93.32 PERTAINING TO "JUNKED VEHICLES," AND SECTION 93.99, "PENALTY," IN THEIR ENTIRETY, AND REPLACING THOSE SECTIONS WITH NEW SECTIONS 93.20 THROUGH 93.33, TO PROVIDE FOR THE REGULATION OF JUNKED VEHICLES; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that a large number of junked vehicles, as that term is defined herein, from time to time are left in places where they are visible from a public place or public right-of-way, that said junked vehicles create fire hazards and constitute an attractive nuisance, creating a hazard to the health and safety of minors, and that the same are detrimental to the economic welfare of the City by producing and contributing to urban blight, which is adverse to the orderly maintenance and continuing development of the City; and

WHEREAS, the City has determined that it is in the best interest of the City and its citizens to amend the City's junked vehicle regulations to clarify existing regulations and definitions and to confirm and ensure compliance with the Texas Transportation Code; and

WHEREAS, the City Council has determined that approval of the following junked vehicle regulations is necessary to protect the public health, safety, and welfare of the citizens of Ferris, and it hereby adopts these regulations as set forth herein.

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

Section 1. AMENDMENT OF THE CITY OF FERRIS, TEXAS CODE OF ORDINANCES, AS AMENDED, BY AMENDING TITLE IX, "GENERAL REGULATIONS," CHAPTER 93, "ABANDONED AND JUNKED PROPERTY," BY REPEALING SECTIONS 93.20 THROUGH 93.32 PERTAINING TO "JUNKED VEHICLES," AND SECTION 93.99, "PENALTY," IN THEIR ENTIRETY, AND REPLACING THOSE SECTIONS WITH NEW SECTIONS 93.20 THROUGH 93.33, TO PROVIDE FOR THE REGULATION OF JUNKED VEHICLES, AND

PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE

Title IX, "General Regulations," Chapter 93, "Abandoned and Junked Property," Sections 93.20 through 93.32 pertaining to "Junked Vehicles," and Section 93.99, "Penalty," of the Code of Ordinances of the City of Ferris, Texas, be and the same is hereby amended by repealing Sections 93.20 through 93.32 and Section 93.99 in their entirety and replacing those sections with new Sections 93.20 through 93.33, to provide for the regulation of junked vehicles, to read as follows:

"TITLE IX: GENERAL REGULATIONS

.....

CHAPTER 93: ABANDONED AND JUNKED PROPERTY

.....

JUNKED VEHICLES

§ 93.20 TITLE.

This subchapter shall be known as the "Junked Motor Vehicle" subchapter.

§ 93.21 PURPOSE.

The purpose of this subchapter is to lawfully abate junked vehicles and junked vehicle parts in the City of Ferris, Texas.

§ 93.22 DEFINITIONS.

For purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ANTIQUE VEHICLE. A passenger car or truck that is at least 25 years old.

CITY. The City of Ferris, Texas.

DISMANTLED or **PARTIALLY DISMANTLED.**

(A) For self-propelled vehicles designed to be operated upon the public streets and for which a valid state motor vehicle inspection certificate is required to legally do so, means dismantled to the degree that said vehicle is not capable of passing a state motor vehicle inspection.

(B) For self-propelled vehicles not subject to state motor vehicle inspection, including off-road vehicles designed and intended to be operated in places other than on public streets, including, but not limited to, race cars, dirt track vehicles, all-terrain vehicles and golf carts, means dismantled to the degree that said vehicle is not usable for the vehicle's designed and intended purpose.

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INOPERABLE.

(A) For self-propelled vehicles designed to be operated upon the public streets and for which a valid state motor vehicle inspection certificate is required to legally do so, means not capable of passing a state motor vehicle inspection; and

(B) For self-propelled vehicles not subject to state motor vehicle inspection, including off-road vehicles designed and intended to be operated in places other than on public streets, including but not limited to race cars, dirt track vehicles, all-terrain vehicles and golf carts, means not usable for the vehicle's designed and intended purpose.

JUNKED VEHICLE. Any motor vehicle as defined in Section 683.071 of the Texas Transportation Code, as amended, that:

(A) is self-propelled; and

(B) is:

(1) wrecked, dismantled or partially dismantled, or discarded; or

(2) inoperable and has remained inoperable for more than:

(a) 72 consecutive hours, if the vehicle is on public property; or

(b) 30 consecutive days, if the vehicle is on private property.

(C) For purposes of this subchapter, a "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This subchapter applies only to:

(1) a motor vehicle that displays an expired license plate or does not display a license plate;

(2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under the Federal Aviation Administration's aircraft registration regulations as set forth in Title 14, Part 47 of the Code of Federal Regulations (14 C.F.R. Part 47); or

(3) a watercraft that:

(a) does not have lawfully on board an unexpired certificate of number; and

(b) is not a watercraft described by Section 31.055 of the Texas Parks and Wildlife Code.

MOTOR VEHICLE COLLECTOR. A person who:

- (A) owns one or more antique or special interest vehicles; and
- (B) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

SPECIAL INTEREST VEHICLE. A motor vehicle of any age that has not been changed from the original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

WRECKED VEHICLE.

- (A) For self-propelled vehicles designed to be operated upon the public streets and for which a valid state motor vehicle inspection certificate is required to legally do so, means not capable of passing a state motor vehicle inspection due to damage that is consistent with a motor vehicle accident, incomplete repair, salvage or restoration including, but not limited to, a missing or broken engine, transmission, windshield, window, tire, wheel or major mechanical component.
- (B) For self-propelled vehicles not subject to state motor vehicle inspection, including off-road vehicles designed and intended to be operated in places other than on public streets, including but not limited to race cars, dirt track vehicles, all-terrain vehicles and golf carts, means not usable for the vehicle's designed and intended purpose.

§ 93.23 AUTHORITY TO ABATE; ENFORCEMENT; RIGHT OF ENTRY.

- (A) This subchapter shall be administered by the Building Official or a member of the Code Compliance division, each of whom shall be a regularly salaried, full-time city employee; however, the removal of vehicles or parts thereof from the property may be made by any person duly authorized by the city.
- (B) The Building Official or a member of the Code Compliance division may enter upon private property for the purposes specified in this chapter to examine vehicles or parts thereof, to obtain information as to the identity of vehicles, to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter, and to remove or direct the removal of the nuisance.

§ 93.24 JUNKED VEHICLES DECLARED PUBLIC NUISANCE.

A junked vehicle, including a part of a junked vehicle, which is visible from a public place or public right-of-way, and:

- (A) Is detrimental to the safety and welfare of the general public;
- (B) Tends to reduce the value of private property;
- (C) Invites vandalism;
- (D) Creates a fire hazard;
- (E) Constitutes an attractive nuisance creating a hazard to the health and safety of minors; and
- (F) Produces urban blight adverse to the maintenance and continuing development of the city

is hereby declared a public nuisance.

§ 93.25 NOTICE.

(A) Prior to any official action being taken to abate and remove a junked vehicle constituting a public nuisance from private property, public property, or public right-of-way, no fewer than 10 days' notice shall be given, except as hereinafter provided, to the following parties:

- (1) The last known registered owner of the junked vehicle;
- (2) Each lienholder of record; and
- (3) The owner or occupant of the property upon which the junked vehicle is located or the owner or occupant of the premises adjacent to the public right-of-way on which the junked vehicle is located.

(B) The notice must be personally delivered, sent by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service, and it shall:

- (1) Specify the nature of the public nuisance and its location;
- (2) Specify the corrective measure required;
- (3) Provide for compliance within 10 days from service thereof; and
- (4) Inform the owner of the premises, the occupant of the premises, the owner of the vehicle, and any lienholders of the vehicle of their right

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to a hearing before the municipal judge if notice of a demand for hearing is given in person or in writing within ten days of the city-issued notice.

Failure to abate or remove the nuisance or failure to request a hearing after notice constitutes a waiver by the owner and lienholders of all right, title, and interest in the vehicle, as well as their consent to dispose of the junked vehicle under the terms of the Texas Transportation Code concerning the disposal of junked vehicles.

(C) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the junked vehicle, or, if the owner is located, hand delivered.

(D) If any notice is returned undelivered by the U.S. Post Office and notice has not been delivered as provided above, official action to abate the nuisance shall be continued to a date not earlier than 11 days after the date of the city-issued notice.

(E) If a request for a hearing is made under the provisions of this chapter, no action to remove the vehicle shall be taken pending the hearing.

§ 93.26 HEARING.

(A) The City Council hereby designates the Municipal Court to conduct the public hearing. At the public hearing, the Municipal Court shall hear and consider all relevant evidence, objections, or protests and shall receive testimony from owners, witnesses, city personnel, and interested persons relative to the alleged public nuisance. The hearing may be continued from time to time.

(B) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(C) Following the public hearing the Municipal Court shall consider all evidence and determine whether the vehicle, or any part thereof, constitutes a public nuisance as alleged. If the Municipal Court finds that a public nuisance does exist and that there is sufficient cause to abate the nuisance, and that notice requirements provided in this subchapter have been met, the Municipal Court shall issue a written order setting forth its findings and ordering that the nuisance be abated.

(D) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must state:

(1) The vehicle description, vehicle identification number, and license plate number; and

(2) That the vehicle will be disposed of in accordance with the Texas Transportation Code.

§ 93.27 ABATEMENT OF NUISANCE.

(A) In the event the junked vehicle nuisance is not removed within the times specified in § 93.25 and no hearing was requested, the city or any duly authorized person may abate such public nuisance by removal and disposal of the junked vehicle and/or parts.

(B) In the event the Municipal Court orders abatement of the nuisance, the city or any duly authorized person may abate such public nuisance by removal and disposal of the junked vehicle and/or parts.

(C) The relocation of a vehicle alleged to be a nuisance to another location within the city limits after commencement of proceedings shall have no effect if the vehicle constitutes a nuisance at a new location.

§ 93.28 JUNKED VEHICLES NOT TO BE RECONSTRUCTED OR MADE OPERABLE AFTER REMOVAL.

After any junked vehicle has been removed under the authority of this subchapter, it shall not be reconstructed or made operable again.

§ 93.29 NOTICE OF REMOVAL TO BE GIVEN TO STATE DEPARTMENT OF MOTOR VEHICLES.

When a junked motor vehicle is removed from any premises by the city, notice identifying the junked vehicle or part thereof and requesting that certificate of title to such be cancelled shall be given to the Texas Department of Motor Vehicles within five (5) days after the date of removal of the junked vehicle or part thereof. Such notice shall be provided on Form VTR 71-4 approved and provided by the Texas Department of Motor Vehicles or other subsequent form approved and provided by the Texas Department of Motor Vehicles.

§ 93.30 DISPOSAL OF JUNKED VEHICLES.

Any junked vehicle taken into custody by the city or any duly authorized representative pursuant to a provision of this subchapter shall be transferred to a demolisher in accordance with the applicable provisions of Texas Transportation Code, Chapter 683.

§ 93.31 DISPOSAL OF JUNKED VEHICLES.

When a junked vehicle is transferred from the city to a demolisher, the Building Official shall at the time of transfer provide the demolisher a notice identifying the

Ordinance No. O-15-798

junked vehicle or part thereof and stating that the transferred vehicle is junked and that it shall not be reconstructed or made operable. The notice shall be provided on Form VTR 71-5, approved and provided by the Texas Department of Motor Vehicles or such other subsequent form approved and provided by the Texas Department of Motor Vehicles.

§ 93.32 APPLICATION OF SUBCHAPTER.

(A) The provisions of this subchapter shall not apply to a vehicle or vehicle part that is:

- (1) Completely enclosed in a building in a lawful manner and not visible from the street or other public or private property;
- (2) Stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junk yard; or
- (3) An antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or vehicle part and the outdoor storage area, if any, are:
 - (a) Maintained in an orderly manner;
 - (b) Not a health hazard; and
 - (c) Screened from ordinary public view in all directions by a permanent screening fence of masonry and/or wood of redwood, cedar or other wood material that is approved for outdoor applications, not less than six feet (6') in height and no more than eight feet (8') in height.

§ 93.33 OFFENSE; PENALTY.

(A) A person commits an offense if the person maintains a public nuisance described by § 93.24.

(B) An offense under this article is a misdemeanor punishable by a fine upon conviction of not more than \$2,000.00. Each day an offense occurs shall be a separate offense.

(C) The Municipal Court shall have the authority to issue all orders to enforce this subchapter. Upon the determination of a conviction, the court shall order abatement and removal of the nuisance.

(D) Nothing contained in this subchapter shall be construed or understood as contrary to other remedies available to the city.

(E) A person who violates these provisions as to junked vehicles may be subject to both misdemeanor charges and civil abatement procedures as provided herein. There need not be nor is there required to be an election of remedies.”

Section 2. PENALTY CLAUSE

Any person, firm, or corporation violating any provision or term of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be deemed a separate offense.

Section 3. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

Section 4. SEVERABILITY CLAUSE

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

Section 5. EFFECTIVE DATE

This Ordinance shall become effective, and shall be in full force and effect, from and immediately after the date of its passage and publication, as the law in such cases provides, and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Ferris, Texas on this the 20th day of July, 2015.

APPROVED:

Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney

APPROVED AS TO FORM:

KENT S. HOFMEISTER, CITY ATTORNEY