

Cumby City Council
Regular Meeting Agenda
Tuesday, January 14th, 2020
City Hall – 100 East Main Street, Cumby, Texas
6:30 p.m.

- I. Call to Order**
- II. Establish quorum**
- III. Invocation**
- IV. Pledge of Allegiance**
- V. Reports**
 - A. Police Department**
 - B. Maintenance Department**
 - C. Fire Department**
- VI. Consent Agenda**
 - A. Approve minutes of December 10th, 2019 regular Meeting.**
 - B. Approve December financials.**

VII. Announcements

Announcements are provided on each agenda so that City Staff, Mayor, Council Members and members of the public may make announcements concerning matters of public recognition or upcoming events of local and regional significance; to advise the public of opportunities for service, recognition or recreation within our community; and to provide community charitable, civic, and philanthropic organizations the chance to broaden their appeal by the timely publication of details of their programs and activities. To utilize this opportunity, members of the public may contact the Mayor, City Secretary or City Council Members with details of their events, or may appear at City Council Meetings and make their own announcements. "Announcements" shall be limited to the recitation of facts about the subject events, congratulatory or approbative statements concerning service to the City or the community, and invitations to participation at various events. No deliberations concerning the details of upcoming events shall be conducted

VIII. Presentation by Citizens (Please Limit To 2 Minutes)

(At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of two (2) minutes for each speaker. Speakers making personal, unfounded, profane or slanderous remarks may be removed from the room. In accordance with the Open Meetings Act, the Mayor and Aldermen are restricted from discussing or taking action on any items not listed on the agenda. Action can only be taken at a future meeting. When your name is called, please come to the front and state your name and address clearly before making your comments. Thank you for your cooperation).

- X. **Old Business**
 - A. Rescind action approving Mike Ward for financial audit.
 - B. Discuss and approve Evans & Knauth to do the financial audit.
 - C. Discuss and approve the renaming of the I-30 service road in the city limits of Cumby.

- XI. **New Business**
 - A. Discuss and consider possible action on Interlocal Agreement with Hopkins County Fire.
 - B. Discuss and consider possible action on Interlocal Agreement with ATCOG for City 9-1-1 addressing.
 - C. Discuss and consider possible action on converting to AVR, Inc. for water billing software.
 - D. Conduct Public Hearing on Amendment of Zoning Ordinance 2010-4 to prohibit placement of Mobile Homes and HUD-Code Manufactured Homes in City of Cumby.
 - E. Discuss and consider possible action amending zoning Ordinance 2010-4 for Mobile Homes and HUD-Code Manufactured Homes in the city limits.
 - F. Discuss and consider possible action on ordinance for collecting delinquent money on closed utility accounts.
 - G. Discuss and consider possible action on removing Paul Robertson from seizure account ***0358 as a signatory and adding City Secretary Codi Reynolds as a signer.

XII. Executive Session

Discussion and Convene in executive session under Texas Government Code 551.074 – Discussion and/or action involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.071 – Consultation with attorney; 551.072 – deliberations regarding real property; 551.087 – Deliberations regarding economic development negotiations.

A. Discuss Police Department

Attorney consultation on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said item where counsel's duty to the City conflicts with the Open Meetings Act

XIII. Reconvene in regular session

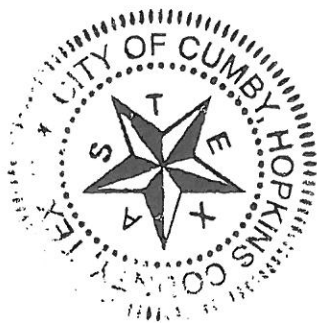
Announcement of Executive Session and Consideration of Motions authorizing any necessary action as a result of the Executive Session.

XIV. Adjournment

If during the course of the meeting, any discussion of any item on the agenda should be held in closed session, the Council will convene in such executive or closed session in accordance with the following: 1) VTCA Government Code 551.071 - Consultations with legal counsel concerning pending or threatened litigation or matters where counsel's duty to the City conflicts with the Open Meetings Act; 2) VTCA Government Code 551.072 - Deliberations regarding the purchase, sale, lease or exchange of real property; 3) VTCA Government Code 551.073 - Deliberations regarding prospective gifts or donations; 4) VTCA Government Code 551.074 - Deliberations regarding personnel of the City; 5) VTCA Government Code 551.076 - Deliberations regarding the deployment of security devices or the implementation of security policy; and VTCA Government Code 551.087 – Deliberations regarding Economic Development negotiations.

CERTIFICATION

I, Codi Reynolds, City Secretary for City of Cumby, hereby certify that the above notice of meeting and agenda was posted on the Public Notice Board at Cumby City Hall, 100 East Main Street, Cumby, Texas on January 10th, 2020 at 4:00 p.m.



Codi Reynolds
Codi Reynolds, City Secretary

Maintenance Report

For the month of December the Maintenance Department:

Completed 27 work orders

Filled 6 potholes

Repaired 4 leaks

Blew out 3 sewer mains

Replaced 1 stop sign

And made repairs to Well 2 and Well 5

MONTH	CITY	COUNTY	ACREAGE	GRASS FIRE	CAR FIRE	STRUCTURE FIRE	MEDICAL	MVA
JAN	4	17	0	2	1	1	5	12
FEB	2	7	0	0	1	1	2	4
MAR	5	12	0	0	0	0	8	6
APR	4	14	0	0	2	1	8	6
MAY	4	15	0	0	2	1	6	9
JUN	0	7	0.2	1	0	1	1	2
JULY	4	8	0	1	2	1	6	2
AUG	3	17	0	5	1	2	9	2
SEPT	2	7	0	0	0	0	4	2
OCT	4	13	0.1	4	1	3	4	3
NOV	7	22	9.5	8	0	3	6	11
DEC	3	19	2.85	4	3	1	9	4
YTD	42	158	12.65	25	13	15	68	63

INVESTIGATION / STAND BY	WATER USAGE	MAN/HOURS
0	0	39.05
0	1000	26.77
4	0	12.67
1	0	31.10
1	250	33.95
2	0	7.88
0	0	12.13
1	920	54.75
3	0	12.63
5	650	34.73
2	2100	78.32
2	1250	68.98
21	6170	412.97

Regular Meeting Minutes of the City Council of the City of Cumby

Tuesday, December 10th, 2019

Cumby City Hall

PRESENT:

Doug Simmerman Guy Butler

Betty McCarter Julie Morris

I. Mayor Pro Tem Doug Simmerman called the meeting to order at 6:30p.m.

II. Invocation and Pledge of Allegiance

Invocation was led by David Weatherbee and the pledge was recited by the mayor, Council, and Citizens in attendance.

III. Announcements

Mayor Doug Simmerman announced that the parade is on December 12th, 2019 and the lineup is at 6:30 and the starts at 7:00. The parade will be followed by a Christmas program in the park by Cumby ISD elementary students. There will also be cookies and hot cocoa.

IV. Citizens addressed the council.

Ryan Horne thanked the council for the updates during the water issues. He also stated that we are supposed to have an emergency connection with Gafford's Chapel in situations such as this. City Secretary will follow up on this to find out the procedures that are required.

V. Reports

- A. Paul Roberts submitted the Police Department report.
- B. David Weatherbee submitted the Fire Department report.
- C. Mayor Doug Simmerman submitted the Maintenance report.

VI. Consent Agenda

- A.) Approve minutes of the November 12th, 2019 regular meeting
Julie Morris motioned to approve the minutes and Betty McCarter seconded the motion.
The motion passed 3-0
- B.) Approve minutes of November 18th, 2019 canvass of election.
Betty McCarter motioned to approve the minutes and Julie Morris seconded the motion.
The motion passed 3-0.
- C.) Approve November Financials.

Julie Morris motioned to approve the November financials and Guy Butler seconded the motion. The motion passed 3-0.

VII. Old Business

- A. Mayor Doug Simmerman spoke with a firm in regards to a forensic audit. He did some research and found that Chris Turner had been reprimanded. The mayor feels that at this time we need to select another firm for the financial audit. Guy Butler made a motion to rescind the action approving Chris Turner for the financial audit. Betty McCarter seconded the motion. The motion passed 3-0.
- B. Julie Morris motioned to use Mike Ward for the financial audit. Betty McCarter seconded the motion. The motion passed 3-0.
- C. Mayor Doug Simmerman spoke with CAforensics and feels that they showed initiative. City attorney Jay Garrett stated that they are a reputable company. Betty McCarter motioned to approve CAforensics to do the forensic audit. Julie Morris seconded the motion. The motion passed 3-0.

VIII. New Business

- A. Presentation by Kasey Tomasek of SmpISgnl Communications addressed the council in regards to network security. He stated that he sat in on the CJIS audit for the police department. There were some issues that need to be corrected. The City will have 30 days to get the system in compliance. The police department can't do business without being CJIS compliant. He also stated that we have a good set of templates to start with. Mr. Tomasek is still working on getting the quote together. He has a meeting with the state on The City's behalf and will have a more accurate quote for cost by the first part of the week of December 16th. No action was taken at this time.
- B. Julie Morris made a motion to approve the resolution voting Barbara Stewart to serve on the Hopkins County Appraisal District Board of Directors. Betty McCarter seconded the motion. The motion passed 3-0.
- C. Guy Butler made a motion approving resolution calling for special election to fill Alderman Place 1 vacancy on May 2, 2020. Julie Morris seconded the motion. The motion passed 3-0.
- D. Julie Morris motioned to approve holding the Holiday social for council and employees on Friday December 20th at 6:30 p.m. Betty McCarter seconded the motion. The motion passed 3-0.
- E. The postmaster spoke about the issues with the addressing on the service road of I-30. Mail does not get to the correct address. David Weatherbee is concerned about the business incurring additional costs due to the address change. There are about 40 addresses that would be affected. The postmaster will speak with the businesses. No action was taken at this time.

IX. Entered into Executive Session

The City Council of the City of Cumby entered into Executive Session (Closed Meeting) at 7:15 p.m. pursuant to the provisions of Chapter 551, Subchapter D, and Texas Government Code, to discuss the following:

A. Discuss and consider possible action on employment of Rachel Flatt.

X. Exited Executive Session

The City Council of the City of Cumby reconvened into Regular Session (Open Meeting) at 7:39 p.m. pursuant to the provisions of Chapter 551, Subchapter D, and Texas Government Code, to discuss the following:

A. Guy Butler made a motion to terminate Rachel Flatt's employment with the City of Cumby. Betty McCarter seconded the motion. The motion passed 3-0.

XI. Mayor Doug Simmerman adjourned the meeting at 7:40 p.m.

Approve:

Doug Simmerman, Mayor Pro Tem

Attest:

Codi Reynolds, City Secretary

2:30 PM

01/08/20

Accrual Basis

City of Cumby
Balance Sheet
As of December 31, 2019

	<u>Dec 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
Pending Seizure Account	40,826.00
General Bank Accounts	
Arson	403.31
General Operating	1,138.23
Municipal Court Security	1,879.61
Municipal Court State Fees	36,317.18
Municipal Court Technology	11,199.42
Parks & Recreation	1,041.98
Police Training	126.85
Seizure	287.90
General Bank Accounts - Other	-454.39
Total General Bank Accounts	<u>51,940.09</u>
Utility Bank Accounts	
Water & Sewer	304.18
Street Maintenance	848.25
Water Deposit Account	1,892.77
Obligation	2,386.07
Total Utility Bank Accounts	<u>5,431.27</u>
Total Checking/Savings	<u>98,197.36</u>

City of Cumby
Profit & Loss
 December 2019

	TOTAL
Ordinary Income/Expense	
Income	
Subdivision Fees - PD	390.00
Fines	
Service Fee Collected	350.18
Fines - Other	54,979.67
Total Fines	55,329.85
Insurance	29,732.23
Interest Earned	2.82
Public Safety Department	
Accident Report	36.00
Total Public Safety Department	36.00
Seizure Funds	40,826.00
Tax & Franchise Fees	
Property Reduction Sales Tax	1,709.20
Property Tax	6,864.36
Sales Tax	6,836.78
Street Sales Tax	1,709.20
Total Tax & Franchise Fees	17,119.54
Water - Sewer	
Water - Sewer Adjustments	237.43
Garbage Revenue	3,322.79
Late Fee	1,111.34
Reconnect Fee	31.84
Sales Tax Collected	271.01
Service Fee Collected	471.91
Sewer Revenue	4,876.82
Tap fee	2,500.00
Water Revenue	21,215.44
Total Water - Sewer	34,038.58
Total Income	177,475.02
Expense	
Administration	
Reimbursement for Travel/Gas	30.00
Bonus	2,750.00
Mayor/Council Monthly Fee	760.71
Office Supplies	170.70
Telephone	802.27
Utilities	9,520.48
Total Administration	14,034.16
Debt Service	
TWDB Bond	35,808.50
Total Debt Service	35,808.50
Mayor & Council	
Mayor & Council Expense	0.00
Total Mayor & Council	0.00
Municipal Court	
Collection Service Fee	1,009.57
Legal Fees	30.00
Security	209.95
Telephone	125.61
Total Municipal Court	1,375.13

City of Cumby
Profit & Loss
December 2019

	TOTAL
Payroll Expenses	36,038.47
Public Safety	
Police Department	
Auto Repair & Maintenance	372.12
Fuel	4,004.62
Training	287.30
Total Police Department	4,664.04
Total Public Safety	4,664.04
Water Deposit Refund	85.04
Water/Sewer	
Mowing	2,000.00
Vehicle Purchase	516.62
Chemicals	494.30
Deposit Refund	63.84
Garbage Collection Fee	4,291.64
Maintenance	11,823.82
Office Supplies	96.01
Operating Supplies	2,183.32
Permit	250.00
Postage	202.25
Tools & Equipment	1,149.99
Total Water/Sewer	23,071.79
Total Expense	115,077.13
Net Ordinary Income	62,397.89
Net Income	62,397.89

City of Cumby Profit & Loss Budget vs. Actual December 2019

	Dec 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Subdivision Fees - PD	390.00			
Bank Service	0.00	0.00	0.00	0.0%
Park Funds	0.00	0.00	0.00	0.0%
Credit Card Reward Points	0.00	0.00	0.00	0.0%
Scholarship	0.00	0.00	0.00	0.0%
Accumulated Funds	0.00	0.00	0.00	0.0%
Copies & Faxes	0.00	0.00	0.00	0.0%
Fines				
Service Fee Collected	350.18	0.00	350.18	100.0%
Fines - Other	54,979.67	0.00	54,979.67	100.0%
Total Fines	55,329.85	0.00	55,329.85	100.0%
Insurance	29,732.23	0.00	29,732.23	100.0%
Interest Earned	2.82	0.00	2.82	100.0%
License & Permits	0.00	0.00	0.00	0.0%
Permits/Registrations	0.00	0.00	0.00	0.0%
Public Safety Department				
Accident Report	36.00	0.00	36.00	100.0%
Training	0.00	0.00	0.00	0.0%
Total Public Safety Department	36.00	0.00	36.00	100.0%
Road Paving Material	0.00	0.00	0.00	0.0%
Seizure Funds	40,826.00	0.00	40,826.00	100.0%
Tax & Franchise Fees				
Franchise	0.00	0.00	0.00	0.0%
Property Reduction Sales Tax	1,709.20	0.00	1,709.20	100.0%
Property Tax	6,864.36	0.00	6,864.36	100.0%
Sales Tax	6,836.78	0.00	6,836.78	100.0%
Street Sales Tax	1,709.20	0.00	1,709.20	100.0%
Tax & Franchise Fees - Other	0.00	0.00	0.00	0.0%
Total Tax & Franchise Fees	17,119.54	0.00	17,119.54	100.0%
Water - Sewer				
Water - Sewer Adjustments	237.43			
Bag Sales	0.00	0.00	0.00	0.0%
Garbage Revenue	3,322.79	0.00	3,322.79	100.0%
Late Fee	1,111.34	0.00	1,111.34	100.0%
Reconnect Fee	31.84	0.00	31.84	100.0%
Sales Tax Collected	271.01	0.00	271.01	100.0%
Service Fee Collected	471.91	0.00	471.91	100.0%
Sewer Revenue	4,876.82	0.00	4,876.82	100.0%
Tap fee	2,500.00	0.00	2,500.00	100.0%
Water Revenue				
Bulk Water	0.00	0.00	0.00	0.0%
Water Deposits Applied	0.00	0.00	0.00	0.0%
Water Revenue - Other	21,215.44	0.00	21,215.44	100.0%
Total Water Revenue	21,215.44	0.00	21,215.44	100.0%
Water - Sewer - Other	0.00	0.00	0.00	0.0%
Total Water - Sewer	34,038.58	0.00	34,038.58	100.0%
Water Deposit	0.00	0.00	0.00	0.0%
Total Income	177,475.02	0.00	177,475.02	100.0%
Expense				
Administration				
Reimbursement for Travel/Gas	30.00			
Office Expense	0.00	0.00	0.00	0.0%
Advertising	0.00	0.00	0.00	0.0%
Bonus	2,750.00			
Insurance	0.00	0.00	0.00	0.0%
Legal Fees	0.00	0.00	0.00	0.0%
Maintenance	0.00	0.00	0.00	0.0%
Mayor/Council Monthly Fee	760.71	0.00	760.71	100.0%
Membership	0.00	0.00	0.00	0.0%
Office Supplies	170.70	0.00	170.70	100.0%
Postage	0.00	0.00	0.00	0.0%
Professional Fees	0.00	0.00	0.00	0.0%
Software	0.00	0.00	0.00	0.0%
Technology	0.00	0.00	0.00	0.0%
Telephone	802.27	0.00	802.27	100.0%
Utilities	9,520.48	0.00	9,520.48	100.0%
Administration - Other	0.00	0.00	0.00	0.0%
Total Administration	14,034.16	0.00	14,034.16	100.0%
Arson Expenditure	0.00	0.00	0.00	0.0%
Debt Service				
Payment Processing Center	0.00	0.00	0.00	0.0%
De Lage Lange	0.00	0.00	0.00	0.0%
Loan # 1820645	0.00	0.00	0.00	0.0%
TWDB Bond	35,808.50	0.00	35,808.50	100.0%

City of Cumby Profit & Loss Budget vs. Actual December 2019

	Dec 19	Budget	\$ Over Budget	% of Budget
Debt Service - Other	0.00	0.00	0.00	0.0%
Total Debt Service	35,808.50	0.00	35,808.50	100.0%
Mayor & Council				
Mayor & Council Expense	0.00			
Total Mayor & Council	0.00			
Municipal Court				
Clerk	0.00	0.00	0.00	0.0%
Alarm	0.00	0.00	0.00	0.0%
Collection Service Fee	1,009.57	0.00	1,009.57	100.0%
Convenience Fee	0.00	0.00	0.00	0.0%
Judge	0.00	0.00	0.00	0.0%
Legal Fees	30.00	0.00	30.00	100.0%
Office Expense	0.00	0.00	0.00	0.0%
Postage	0.00	0.00	0.00	0.0%
Report Fee	0.00	0.00	0.00	0.0%
Security	209.95	0.00	209.95	100.0%
Software Update	0.00	0.00	0.00	0.0%
State Fees	0.00	0.00	0.00	0.0%
Technology	0.00	0.00	0.00	0.0%
Telephone	125.61	0.00	125.61	100.0%
Utilities	0.00	0.00	0.00	0.0%
Municipal Court - Other	0.00	0.00	0.00	0.0%
Total Municipal Court	1,375.13	0.00	1,375.13	100.0%
Park Improvements				
Back To School	0.00	0.00	0.00	0.0%
BJG Day	0.00	0.00	0.00	0.0%
Equipment	0.00	0.00	0.00	0.0%
Maintenance	0.00	0.00	0.00	0.0%
Park Improvements - Other	0.00	0.00	0.00	0.0%
Total Park Improvements	0.00	0.00	0.00	0.0%
Payroll Expenses				
Child Support	0.00	0.00	0.00	0.0%
Payroll Expenses - Other	36,038.47	0.00	36,038.47	100.0%
Total Payroll Expenses	36,038.47	0.00	36,038.47	100.0%
Permits	0.00	0.00	0.00	0.0%
Public Safety				
Education	0.00	0.00	0.00	0.0%
Police Department				
K-9	0.00	0.00	0.00	0.0%
Auto Repair & Maintenance	372.12	0.00	372.12	100.0%
Equipment	0.00	0.00	0.00	0.0%
Equipment Repairs	0.00	0.00	0.00	0.0%
Fuel	4,004.62	0.00	4,004.62	100.0%
License & Support	0.00	0.00	0.00	0.0%
Office Supplies	0.00	0.00	0.00	0.0%
Telephone	0.00	0.00	0.00	0.0%
Testing Supplies	0.00	0.00	0.00	0.0%
Training	287.30	0.00	287.30	100.0%
Uniforms	0.00	0.00	0.00	0.0%
Utilities	0.00	0.00	0.00	0.0%
Total Police Department	4,664.04	0.00	4,664.04	100.0%
Public Safety - Other	0.00	0.00	0.00	0.0%
Total Public Safety	4,664.04	0.00	4,664.04	100.0%
Public Works				
Equipment Repair	0.00	0.00	0.00	0.0%
Debris Cleanup	0.00	0.00	0.00	0.0%
Lights	0.00	0.00	0.00	0.0%
Mosquito Control	0.00	0.00	0.00	0.0%
Street Repair	0.00	0.00	0.00	0.0%
Public Works - Other	0.00	0.00	0.00	0.0%
Total Public Works	0.00	0.00	0.00	0.0%
Seizure Expenditure	0.00	0.00	0.00	0.0%
Training Expenditure	0.00	0.00	0.00	0.0%
Water Deposit Refund	85.04	0.00	85.04	100.0%
Water/Sewer				
Mowing	2,000.00			
Vehicle Purchase	516.62			
Automobile Repairs	0.00	0.00	0.00	0.0%
Building Maintenance	0.00	0.00	0.00	0.0%
Chemicals	494.30	0.00	494.30	100.0%
Covenience Fee W/S	0.00	0.00	0.00	0.0%
Deposit Refund	63.84			
Equipment Repairs	0.00	0.00	0.00	0.0%
Garbage Collection Fee	4,291.64	0.00	4,291.64	100.0%
Lab Fees	0.00	0.00	0.00	0.0%

City of Cumby
Profit & Loss Budget vs. Actual
December 2019

	Dec 19	Budget	\$ Over Budget	% of Budget
Legal Fees	0.00	0.00	0.00	0.0%
Maintenance	11,823.82	0.00	11,823.82	100.0%
Office Supplies	96.01	0.00	96.01	100.0%
Operating Supplies	2,183.32	0.00	2,183.32	100.0%
Permit	250.00	0.00	250.00	100.0%
Postage	202.25	0.00	202.25	100.0%
Sales Tax Paid	0.00	0.00	0.00	0.0%
Seminars/Training	0.00	0.00	0.00	0.0%
Software	0.00	0.00	0.00	0.0%
Telephone	0.00	0.00	0.00	0.0%
Testing	0.00	0.00	0.00	0.0%
Tools & Equipment	1,149.99	0.00	0.00	0.0%
Uniforms	0.00	0.00	0.00	0.0%
Utilities	0.00	0.00	0.00	0.0%
Water/Sewer - Other	0.00	0.00	0.00	0.0%
Total Water/Sewer	23,071.79	0.00	23,071.79	100.0%
Total Expense	115,077.13	0.00	115,077.13	100.0%
Net Ordinary Income	62,397.89	0.00	62,397.89	100.0%
Net Income	62,397.89	0.00	62,397.89	100.0%

cityofcumby@cumbytel.com

From: "Mike Ward, CPA" <mward@mikewardcpa.com>
Date: Thursday, December 12, 2019 6:46 PM
To: <cityofcumby@cumbytel.com>
Subject: Re: Financial Audit

Codi,

In the last few days, I have picked up another County and two medium size cities. This puts me at about 25 governmental audits this year. In the name of not wanting to disservice the City of Cumby, I think that I am going to have to pass on performing your 2019 audit.

I do really appreciate your consideration.

Mike

Mike Ward, CPA

From: cityofcumby@cumbytel.com <cityofcumby@cumbytel.com>
Sent: Wednesday, December 11, 2019, 11:53 AM
To: Mike Ward, CPA
Subject: Financial Audit

Good Morning Mike, We had our council meeting last night and the council selected you to do our Audit. I was wondering what your schedule looks like? Could you also send me a list of what you will need and I can try to have it together for you.

Codi Reynolds,
City Secretary
City of Cumby
(903) 994-2272
cityofcumby@cumbytel.com

FIRE INVESTIGATION AGREEMENT

STATE OF TEXAS

COUNTY OF HOPKINS

WHEREAS, the Hopkins County Fire Department, Inc. provides fire protection and /or emergency service to an area of Hopkins County, Texas, outside municipalities, and

WHEREAS, Hopkins County, Texas, pursuant to Local Government Code section 352.001 may furnish fire protection and emergency service to the residents of the County within municipalities that are within the boundaries of Hopkins County. The Hopkins County Fire Department and City of Cumby, Texas desire to enter into an agreement pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028 and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable, in order that Hopkins County, Texas through the Hopkins County Fire Department may provide fire protection and emergency service for portions of Hopkins County, Texas, within the municipality of Cumby, Texas.

NOW, THEREFORE, THIS AGREEMENT is made and entered into this the _____ day of January, 2020, by and between the HOPKINS COUNTY FIRE DEPARTMENT, and THE CITY OF CUMBY, TEXAS, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the Hopkins County Fire Department and City of Cumby, Texas agree as follows:

1. Hopkins County Fire Department agrees to provide assistance in any investigation of fires that occur with the city limits of Cumby, Texas.
2. Hopkins County Department shall keep records as to all fire investigations made.

EXECUTED IN DUPLICATE, this _____ day of January, 2020, as duly authorized by Hopkins County Fire Department and City of Cumby, Hopkins County, Texas.

Robert Newsom
Hopkins County Judge

Print name
Mayor, City of Cumby, Texas

Andy Endsley
Hopkins County Fire Chief

Signature
Mayor, City of Cumby, Texas

ATTEST:

Tracy Smith
Hopkins County Clerk

ARK-TEX COUNCIL OF GOVERNMENTS AND CITY OF CUMBY

**INTERLOCAL AGREEMENT FOR
CITY 9-1-1 ADDRESSING**

This Interlocal Cooperation Agreement (“Agreement”) is between the Ark-Tex Council of Governments, a regional planning commission (“RPC”) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code and the City of Cumby, a Texas municipality that is located in Hopkins County (“The City of Cumby”). The RPC and the City of Cumby may be referred to individually as “Party” and collectively as “Parties”.

Whereas, the RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 5, and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.;

Whereas, in the Strategic Plan, the RPC agreed to perform several duties including contacting local governments located within the ATCOG region in order to obtain geographic information services (GIS) data and address related data to support 9-1-1 coverage in Hopkins County; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City of Cumby is authorized to exchange address related data on a routine basis or solicit the service of the RPC for updating the city portion of county-wide and region-wide 911 addressing database.

Now Therefore, the Parties, in consideration of the obligations described in this Agreement, do agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the RPC to assist with assignment upon city approval and obtain address related data from the City of Cumby so the RPC can maintain the county-wide 9-1-1 addressing database to support 91-1 emergency service delivery throughout the City of Cumby and Hopkins County.

Section 2. Agreement Term

The term of this Agreement begins on Sept 1, 2019 and ends on August 30, 2020, unless terminated in accordance with the provisions of this Agreement. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement by providing written notice to the other party at least thirty (30) days prior to the preceding Term. The initial term or each extension term may be referred to “Term” under this Agreement.

Section 3. City of Cumby Cost

If utilizing GIS resources outside of the Ark-Tex Council of Governments the City of Cumby is responsible for any and all costs incurred to perform its obligations under this Agreement. The RPC will not be responsible for this cost.

If utilizing ATCOG 9-1-1 GIS services there will be no cost for the 9-1-1 database address assignments and a quarterly exchange of data provisioned to the 9-1-1 database and mapping.

Section 4. Designation of Contract Manager

4.1 The 9-1-1 Addressing Coordinator is the current Ark-Tex Council of Governments 911 Program Manager.

Correspondence should be sent to the following:

Attention: Ark-Tex Council of Governments
9-1-1 Addressing
4808 Elizabeth Street
Texarkana, TX 75505 or electronically to rwashington@atcog.org.

The RPC's Contract Manager shall represent the interests of the RPC in resolving any and all issues that may arise under this Agreement and serve as the RPC's designated point of contact for the administration of this agreement.

4.2 The City of Cumby Contract Manager is Mayor Doug Simmerman.

Correspondence should be sent to the following:

Mayor Doug Simmerman, City of Cumby
100 E. Main St
Cumby, TX 75433 or electronically sent to cityofcumby@cumbytel.com

This individual shall represent the City of Cumby as the Contract Manager for this Agreement and be the City's designated point of contact for the administration of this agreement.

4.3 Should the identity of the 9-1-1 Program Manager or the City of Cumby Contract Manager change, each party will identify a qualified and competent replacement and promptly notify the other party of the change. No formal amendment is otherwise required for this section.

Section 5. RPC Duties

5.1 RPC agrees to update and maintain the Master Street Addressing Guide (MSAG) with the RPC data base provider for all identified addresses in Hopkins County.

5.2 RPC agrees to review and approve street names and street layout as it relates to addressing submitted through preliminary subdivision review in the City of Cumby that the City of Cumby submits to the 9-1-1 Addressing Coordinator.

5.3 RPC agrees to review and approve street names and street layout submitted for new site plans in The City of Cumby that the City of Cumby submits to the 9-1-1 Addressing Coordinator. This includes new site plans for street-like network of private driveways when the developer is naming the private driveways such as mixed-use developments, mobile home parks, and condominiums but excludes new site plans for developer named private driveways in apartment complexes.

5.4 RPC agrees to review and approve names submitted for street names changes in The City of Cumby that the City of Cumby provides the 9-1-1 Addressing Coordinator.

5.5 RPC agrees to provide MSAG records specific to the City of Cumby upon written request by the City of Cumby Contract Manager.

5.6 RPC agrees to provide utility verification for addresses in the City of Cumby upon written request.

5.7 The RPC agrees to provide all preliminary subdivisions that contain streets in review to the City Contract Manager. Under this Agreement, the 9-1-1 Addressing Coordinator will review and confirm, if acceptable, all street names that are in compliance with the ATCOG Addressing Guidelines for the City of Cumby prior to the City of Cumby's approval within 10 business days of receipt; if not received within 10 days street names are considered approved.

5.8 The RPC agrees to provide all preliminary subdivisions that contain streets in review to the 9-1-1 Addressing Coordinator. Under this Agreement, the 9-1-1 Addressing Coordinator will review and confirm, if acceptable, all street names that are in compliance with the ATCOG Addressing Guidelines for the City of Cumby prior to the City of Cumby's approval within 10 business days of receipt; if not received within 10 days street names are considered approved.

5.9 RPC agrees to provide the City of Cumby Contract Manager with documentation of address(s) assigned for each newly addressed property in the City of Cumby within two weeks of the address assignment. For consistency it is recommended that the address(s) should comply with the ATCOG Addressing Guidelines.

Section 6. City of Cumby Duties

6.1 The City of Cumby agrees to only approve subdivision plats after the RPC has validated and approved new road names. The City of Cumby will provide a copy of all newly recorded subdivision plats to the 9-1-1 Addressing Coordinator within two weeks from the date of plat recordation with Hopkins County.

6.4 The City of Cumby agrees to coordinate with the 9-1-1 Addressing Coordinator on all proposed the City of Cumby street name changes and provide documentation of the final proposed street name changes within two weeks of the street name effective date. For consistency it is recommended that street names must follow the *ATCOG County Street Name Standards*.

6.5 The City of Cumby agrees to coordinate with the 9-1-1 Addressing Coordinator on all proposed the City of Cumby address changes and provide documentation of the final approved address changes within two weeks of the address effective date. For consistency it is recommended that address changes comply with the *ATCOG Addressing Guidelines* or the *Ark-Tex Council of Governments Addressing Standards*.

6.6 The City of Cumby agrees to provide its electronic copies of ordinances and resolutions pertaining to subdivision and street vacations to the 9-1-1 Addressing Coordinator within thirty (30) days of approval.

6.7 The City of Cumby agrees to provide notification of proposed annexations and disannexations within Hopkins County to the 9-1-1 Addressing Coordinator no later than thirty (30) days prior to the effective date of the annexation or disannexations, as applicable.

The City of Cumby may also provide the annexation boundaries in a GIS format. The City of Cumby will provide prompt notification to the 9-1-1 Addressing Coordinator upon approval of all annexations and disannexations.

6.6 The City of Cumby agrees to provide the 9-1-1 Addressing Coordinator with all signed ordinances and maps regarding boundary changes as described in the Local Government Code Chapter 41.

Section 7. Confidential and Proprietary Information

All material submitted to the RPC becomes public property and is subject to the Texas Public Information Act on receipt. If the City of Cumby does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The RPC will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If the City of Cumby fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. RPC Right to Audit

The City of Cumby agrees representatives of the Office of the RPC Auditor or other authorized representatives of the RPC shall have access to, and the right to audit, examine or reproduce, any and all documents of the City of Cumby related to the City of Cumby's performance under this Agreement upon RPC's advance written notice to The City of Cumby and scheduling between the Parties. In no event will the RPC have the right to inspect records the City of Cumby deems are confidential or proprietary. Audits shall be at the RPC's expense.

Section 9. The City of Cumby Right to Audit

RPC agrees representatives of the City of Cumby's Auditor's Office, or other authorized representatives of the City of Cumby, shall have access to, and the right to audit, examine or reproduce, any and all documents of the RPC's performance under this Agreement upon the City of Cumby's advance written notice to RPC and scheduling between the Parties. In no event will the City of Cumby have the right to inspect records the RPC deems are confidential or proprietary. Audits shall be at the City of Cumby's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. RPC and the City of Cumby are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the RPC or the City of Cumby.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the RPC and the City of Cumby agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process,

the mediator shall be selected by the Hopkins County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The RPC and the City of Cumby will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Hopkins County, Texas.

Section 22. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U. S. Postal Service Certified or Registered Mail Return Receipt Requested. Notices delivered by any other means (fax or courier) shall be deemed delivered upon receipt of a successful fax or courier confirmation report by the addressee. Routine communication may be made by first class mail, facsimile, or other commercially accepted means. Notices to the RPC and the City of Cumby shall be addressed as follows:

RPC

Rea Washington, ENP
9-1-1 Program Manager
Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, TX 75505
(903)832-8636

City of Cumby

Doug Simmerman
Mayor
City of Cumby
100 E. Main St.
Cumby, TX 75433
(903) 994-2272

Section 24. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the RPC nor the City of Cumby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of

God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals.

The Agreement is effective on the last date signed by the Parties.

ARK-TEX COUNCIL OF GOVERNMENTS

CITY OF CUMBY

By _____
Chris Brown
Executive Director

By _____
Doug Simmerman
Mayor

Date _____

Date _____

Exhibits
ATCOG- Ark-Tex Council of Governments Addressing Guidelines



AVR, Inc.
 12332 Cutten Road
 Houston, Texas 77066
 713.523.1623
www.avrub.com

QUOTE (valid for 30 Days)

Prepared For:
 City of Cumby
 Kelsie Thomas
 (903)994-2272
 P.O. Box 349
 Cumby, Texas 75433

Date:
 11/25/2019
Prepared by:
 Sarah Young
 832.392.3537
 281.872.9232
syoung@avrub.com

UTILITY BILLING SOFTWARE – PRODUCTS AND/OR SERVICES

	PRODUCT DESCRIPTION	UNITS/ACCTS	PRICE	EXT PRICE
	uVisionPLUS Utility Billing Software	398	.25	\$99.50/MTH
	Multi-level Security Controls		Included	Included
	Cloud Data Hosting		Included	Included
	Unlimited History & Notes		Included	Included
	Activity Log Audit		Included	Included
	Unlimited Billable Services/Rate Tables		Included	Included
	Service Order Module		Included	Included
	Security Deposit Module		Included	Included
	Cash Collections Module (Point of Sale & Receipting)		Included	Included
	Account System GL Export Interface		Included	Included
	RG3 Meter Reading Interface		Included	Included
	Annual Software Maintenance, Revisions & Rate Changes		Included	Included
	Implementation Services			
	Conversion/Parallel Billing Audit	398	\$3,000.00	\$3,000.00
	Training (hourly, on-site, travel expense not included)	24	\$100.00	\$2,400.00
	UPFRONT INVESTMENT (One Time) GRAND TOTAL			\$5,400.00
	ADDITIONAL PRODUCTS & SERVICES			
	Point of Sale Equipment (One time upfront)			
	Receipt Printer		\$863.00	\$863.00
	Cash Drawer	1	\$350.00	\$350.00
	Monthly Services			
	Bill Printing, stuffing and mailing Services (includes postage)	PER ITEM	0.71	
	uReceivables Electronic Lockbox Service	PER ITEM	0.25	
	uScan Paper Lockbox Service	PER ITEM	0.25	
	uVision Online e-Bill Presentment & Payment Portal/IVR	MTHLY	\$129.60	
	Paperless Billing	PER ITEM	0.22	
	Credit card processing fee	PER ITEM	5%	

MEMO

Chief of Police, Paul Robertson needs to be taken off of the seizure account ***0358. There are 2 accounts and he is only supposed to be on the pending seizure account ***3110. This account requires 2 signatories. City Secretary, Codi Reynolds needs to be added to this account. The signers for seizure account ***0358 are Mayor Doug Simmerman and City Secretary Codi Reynolds.