Agenda Section	Informational Items
Section Number	IV.D
Subject	TIRZ Minutes
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	TIRZ Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action



CITY OF FARMERSVILLE TAX INCREMENT FINANCING REINVESTMENT ZONE NO.01 MINUTES For June 28, 2017

Mayor Diane Piwko, Tommy Ellison, Bob Collins and Chis Hill were all present for the meeting. Cheryl Williams was absent. Also present was City Manager Ben White and Paula Jackson as staff liaison

I. CALL TO ORDER

Meeting was called to by Mayor Diane Piwko at 12:18.

II. RECOGNITION OF CITIZENS AND VISITORS

None present

III. REORGANIZATION OF COMMISSION

- A. Election of President
 - Motion to nominate Tommy Ellison for President was made by Bob Collins
 - o 2nd to made by Chris Hill
 - All members voted in favor
- B. Election of Vice President
 - Motion to nominate Mayor Diane Piwko for Vice President by Chris Hill
 - 2nd to approve made by Bob Collins
 - All members voted in favor
- C. Election Secretary
 - Motion to nominate Cheryl Williams for Secretary by Bob Collins
 - 2nd to approve made by Diane Piwko
 - All members voted in favor

IV. UPDATE: "WHAT'S COMING IN THE NEAR FUTURE"

Ben White the City Manager for the City of Farmersville shared the updated Farmersville Facts booklets.

Ben stated that we do have business coming in and wanting Water and Sewer lines to their properties.

The first one to talk about will be **Big D Concrete**. The location of this new business is East of Advanced Fixtures on East Audie Murphy Parkway near County Road 699 on the Collin County Side.

- They have requested water and sewer from the City of Farmersville
- Permits have been approved from TXDot
- They are willing to help with a 8" or 12" line
- Cost of a line would be \$200,000
- Currently the Water is in Caddo Basin's CCN, but the City thinks we could get the area if we take on another section they want the City to take over.
- Another Sewer Left Station will be needed
- If we cannot provide them with the services they could jump across to Hunt County.

The second piece of property is owned by **Rick Justice**. The location of this property is on County Road 653.

- Ryan Rudicille is wanting to purchase to move a section of his business to this property. He will need water and sewer.
- Currently the Water is in Caddo Basin's CCN, but the City thinks we could get the area if we take on another section they want the City to take over

And third is Home Grown Plants owned by Albert Evans. Wants to annex into the City.

- He currently has water with the City
- Need of a gas line.
- Cost 333,000 for a gas line
- The City will be placing a lift station on the property
- Mr. Evans did come and spoke the 4A to advise them of what will be doing to improve his property

Mayor Diane Piwko explained the plans Mr. Evans has for his property. Bob Collins had questions and concerns that ATMOS will make revenues from our funds.

V. <u>DISCUSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA</u>

 Discuss the economics of Big D Concrete, Rick Justice Property and Home Grown Plants.

VI. <u>Adjournment</u>

Adjourned the meeting at 1:11pm.

ATTEST:

APPROVE:

Paula Jackson, Assist to the City Manager

Tommy Ellison, President



CITY OF FARMERSVILLE TAX INCREMENT FINANCING REINVESTMENT ZONE NO.01 MINUTES For July 12, 2017

Mayor Diane Piwko, Tommy Ellison, Bob Collins were all present for the meeting. Chris Hill and Cheryl Williams was absent. Also present was City Manager Ben White and Paula Jackson as staff liaison

I. CALL TO ORDER

Meeting was called to by Mayor Diane Piwko at 12:00.

II. RECOGNITION OF CITIZENS AND VISITORS

None present

III. APPROVAL OF THE MINUTES FROM THE JUNE 28, 2017 MEETING

Motion to approve the minutes from the June 28th meeting with changes regarding the location of the Rick Justice Property.

- Motion made by Bob Collins
- 2nd to made by Diane Piwko
- All members voted in favor

IV. CONSIDER AND DISCUSS THE ECONOMICS OF THE FOLOWING"

Big D Concrete: Information regarding concrete plants was compiled by Tommy Ellison to help the board understand what to expect going forward to make a discussion. Ben White the City Manager helped out by putting some revenue information together based on 4 year tier. They had concerns regarding the water and ask Ben to take a look and rerun the numbers. Big D is ready to request annex into the City. Bob Collins ask what kind of feedback FEDC gave. Ben stated FEDC requested the financials. Bob Collins stated he would like to see the TIRZ make a commitment but not for the whole \$200,000. Ben stated he still has to talk with Caddo Basin regarding the CCN. Currently this property is in Caddo's CCN and would require changes made to our current CCN if they are will to give it up. Mayor Piwko stated that she thought we need to advise Mr. Almonie the efforts the City will need to put forward to talk with Caddo Basin.

• Home Grown Plants: Albert Evans has already shown interest in annexation. Mr. Evans is requesting help in getting a gas line on West Audie Murphy (US 380) to help with Development of his property. Mr. Evans has already came and addressed the FEDC and the Board did not address Mr. Evan favorable. FEDC did ask Mr. Evans if he would be will to pay half. The cost of this gas line is approximately \$333,000.00. The reaction of the FEDC almost made Mr. Evans not to proceed with annexation. But FEDC will come back with an answer next meeting. The question was ask who will take ownership of the gas line after installed. Ben White stated this would be ATMOS line. Concerns of ATMOS make a lot of money off out the 4A and TIRZ was brought up. Ben also stated the relationship with Albert Evans (Home Grown Plants) for a while we have an easement to put our new Sewer Left station on the corner of his property already. And he is currently on City water. It was discussed if the FEDC would help them maybe the TIRZ would put some funds to it.

V. <u>DISCUSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA</u>

- Ben to bring back the report of the revenues the city with the number on the water reclaimed.
- Information on Streets and Drainage
- Information after talking to Caddo Basin regarding CCN
- Conflict of Interest Statement.

VI. Adjournment

Adjourned the meeting at 2:20 p.m.

ATTEST:

Paula Jackson Assist to the City Manager

APPROVE:

Tommy Ellison, President

	+
Agenda Section	Informational items
Section Number	IV.E
Subject	City Amenities Board Minutes
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	Senior Citizens Advisory Committee Minutes Library/Civic Center Board Minutes Parks and Recreation Board Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

CITY OF FARMERSVILLE SENIOR CITIZENS ADVISORY COMMITTEE MINUTES April 12, 2017, 4:00pm

CALL TO ORDER

The meeting was called to order at 4:00pm with the following committee members present: Britt Leigh Pollard, Suzie Grusendorf, and Chad Dillard. Pat Jablonski and Cathy Strong were not present. Also in attendance Council Liaison. Leaca Caspari, City Manager Ben White, Staff Members, Paula Jackson and Woody Wright.

RECOGNITION OF CITIZENS/VISITORS

None.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Approve the minutes of the June 7, 2016, 2016 Motion was made by Chad Dillard to approve the minutes of the June 7, 2016 meeting with Britt Leigh Pollard seconded the motion. The motion carried all in favor.
- B. City Manager Report

 Ben White reported that he has been in contact with the 4B Committee and Centennial Committee regarding repairs needing to be made to the Library (Mold and Rehab). Senior Center (Parking and Lighting) and Civic Center (Repair). Ben stated that he will get back with these groups to figure out which direction to go. Ben said that he would go for both the parking lot and lighting.
- C. Request replacement for Patricia Jablonski due to lack of attendants Suzie Grusendorf made the motion to request the Mayor and City Council to replace Patricia Jablonski. Chad Dillard seconded the motion. Motion carried.
- D. Consider and discuss the Senior Center checking and Petty Cash funds after a discussion regarding the liability of have a check book for the center and petty cash the Committee has ask Woody to close the bank account and setup a \$100.00 Petty Cash.
- E. Consider and discuss a budget the committee request but still would like to see the lighting of the parking area and concrete parking. Center Report Woody Wright gave the report for the center. The Center is going well they have been clean out the back room. The back room has a Treadmill and Bike and Woody keep the Bingo prizes back there. Woody also stated that she has walker. Crutches, Canes. Potty-chairs, and Shower chairs and Wheelchairs, so if anyone has a need they can use. She also added that you has been ask for Dance Classes. Quilting and Painting Classes. Susie ask Woody to get a figure of how many shelving units and Plastic containers she would need for the next meeting.

ITEMS FOR FUTURE AGENDA

None

ADJOURNMENT

The meeting was adjourned at 4:29.

Suzie Grusendorf, Chairperson

ATTEST

Paula Jackson, Staff

FARMERSVILLE LIBRARY / CIVIC CENTER BOARD MEETING MINUTES

April 27, 2017 at 4:30 P.M.
Rike Memorial Library
203 Orange Street, Farmersville, TX 75442

The Farmersville Library/Civic Center Board met in regular session on April 27, 2017 at 4:30 pm with the following members preset: Judy Brandon, Charlotte Holloway, Glenda Hart, Sarah Odom, and Wyndi Veigel. Staff Members present: Trisha Dowell.

Item I) CALL MEETING TO ORDER, ROLL CALL

The meeting was called to order at 4:30 p.m. by Judy Brandon, A quorum was present.

Item II) RECOGNITION OF CITIZENS/VISITORS

There were no visitors.

ITEM III - A) CONSIDER, DISCUSS AND APPROVE MEETING MINUTES FROM JANUARY 26, 2017

Wyndi Veigel made a motion to approve the library board minutes and Glenda Hart seconded, motion carried with all in favor.

ITEM III - B) CIVIC CENTER REPORT

Trisha Dowell presented the Civic Center report showing the Revenue and Expenses, with a breakdown of all expenses paid for the Civic Center. So far for Fiscal Year 2017 the Civic Center revenue is \$3,050.00 and the expenses were \$5,650.24; leaving a deficit of \$2,600.24. After discussion of the report; Sarah Odom made a motion to accept the Civic Center report and Wyndi Veigel seconded, motion carried with all in favor.

ITEM III - C) LIBRARY REPORT

a. Monthly Reports for: January, February and March 2017

Trisha Dowell presented the monthly reports for the Library for January, February and March 2017. Judy Brandon made a motion to accept the library report and Charlotte Holloway seconded, motion carried with all in favor.

ITEM III - D) LOCAL AUTHOR BOOK SINGING EVENT FOR SPRING

The board had a discussion about the library hosting a local author book signing event in the spring and the date originally suggested was April 22, 2017. Trisha informed the board that the civic center was rented for the day planned and the board discussed moving back the time to early fall, possibly September.

- Place to hold event: Civic Center
- When : early fall, on a Saturday afternoon, 2-3 hours
- Tables for authors to set up
- Cookies and punch
- Lots of lead time for advertisement for the event

 Local Authors to contact: Carol Stowe, Allan Bagby, Joyce Foy, Joe Blevins, Terry Markoff, Suzanne Tucker, Patty Walker, Mary Brooke Casad, Bill (Doc) Roberts, can call Wylie Public Library for more suggestions on how to plan event and local authors.

ITEM III - E) SUMMER READING CLUB

Trisha passed out the Summer Reading Club 2017 schedule flyer. Wyndi is the program coordinator again this year. Trisha briefly discussed the schedule that was presented.

ITEM IV) DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Local author book signing event

The next regular scheduled Library/Civic Center Board meeting will be on July 27, 2017 in the library at 4:30pm.

ITEM V) ADJOURNMENT

Sarah Odom made a motion to adjourn the meeting, Judy Brandon seconded, motion carried with all in favor. The Library/Civic Center Board adjourned at 5:09 p.m.

harloto Halloway

Chair

CITY OF FARMERSVILLE PARKS AND RECREATION BOARD MINUTES JUNE 19, 2017

The Farmersville Parks and Recreation Board met in regular session on June 19, 2017 at 4:00 p.m. at City Hall with the following members present: Glenn Bagwill, Suzie Gruzendorf, Miranda Martin and Emily Dillard. City Manager Ben White, Parks Board Council Liaison Diane Piwko, and City Staff member Christi Dowdy were also present. Visitors included Dr. Gary Evans of the Collin County Community College Music Department.

CALL TO ORDER

Glenn Bagwill called the meeting to order at 4:11 pm, and City Staff member Christi Dowdy called the roll announcing that a quorum was present.

APPROVAL OF MINUTES

Miranda Martin moved to approve the minutes from the May 15, 2017 meeting, and the motion was seconded by Suzie Gruzendorf. The motion passed all in favor.

DISCUSSION REGARDING CONCERT NIGHTS IN THE PARK

The Board agreed to cancel the June date because of another event being held on the same date. A motion was made by Emily Dillard and seconded by Miranda martin. The motionpassed all in favor.

The Board agreed to continue with the July 28 concert, and possibly hold concert nights once per quarter. The concerts will begin at 8 p.m. Parks Board liaison Diane Piwko agreed to provide popcorn and lemonade for the event.

<u>DISCUSSION AND POSSIBLE ACTION REGARDING THE JULY 4TH EVENT AT SOUTHLAKE PARK</u>

Board members agreed to rent a booth for the event and hand out flyers for the Music in the Park events and will have candy for the kids in attendance.

BRIEFING BY CITY MANAGER

City Manager Ben White briefed the Board regarding various projects including a) Halff & Associates are in the process of producing a bid for the new complex parking lot; b) The shade structure has been installed at the splash pad which was donated by the Rotary Club; c) the planters on the downtown square have been completed and planted; and d) the fishing dock rebuild is complete.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDA

The Board wishes to look into the possibility of installing new playground equipment in the City Park and also discuss the pros and cons of the concert nights.

ADJOURNMENT

The meeting was adjourned at 5:02 p.m. by Chairman Glenn Bagwill.

Glenn Bagwill, Chairman

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss, and act upon Ordinance #2017-0912-001 adopting and approving the budget for FY 2017-2018
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	Ordinance #2017-0912-001; Exhibit A will be presented at meeting
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action

CITY OF FARMERSVILLE ORDINANCE #O-2017-0912-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR INTRA-AND INTER-DEPARTMENTAL FUND TRANSFERS; AMENDING AND ADOPTING THE REVISED FISCAL YEAR 2016-2017 BUDGET; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Manager has caused to be filed with the City Secretary a budget to cover all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and

WHEREAS, the budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, the budget has been available for inspection by any taxpayer; and

WHEREAS, the budget, appended hereto as Exhibit A, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council; and

WHEREAS, notice of public hearing on the budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, said public hearing was held according to said notice, and all those wishing to speak on the budget were heard; and

WHEREAS, the City Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached hereto is in the best interest of the City of Farmersville.

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

[Remainder of page intentionally left blank.]

SECTION 1. FINDINGS INCORPORATED.

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. BUDGET APPROVED AND ADOPTED.

The attached Budget presented by the City Manager and as amended at the City Council Budget Workshop is hereby approved in all respects and adopted as the City's Budget for the fiscal year 2017-2018, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

[Remainder of page intentionally left blank.]

SECTION 3. 2017-2018 ANNUAL BUDGET APPROPRIATIONS.

The Fiscal Year 2017-2018 Annual Budget is appropriated as follows:

FY 2017 – 2018 Proposed					
GOVERNMENTAL FUNDS	Beginning Balance	Revenues	Expenditures	Interfund Transfers In (Out)	Ending Balance
General Fund	\$ 998,607	\$1,799,850	\$ 3,386,305	\$ 1,449,577	\$ 861,729
Special Revenue Funds					
Court Technology Fund	\$ 6,698	\$ 4,000	\$ 2,500		\$ 8,198
Court Security Fund	\$ 10,916	\$ 2,750	\$ 2,750		\$ 10,196
Library Donations	\$ 2,812	\$ 300			\$ 3,112
Special Projects Fund	\$ 130,333				\$ 130,333
CC Child Special Revenue	\$ 20,865	\$ 4,500	\$ 11,500		\$ 13,865
Debt Service Fund	\$ 22,878	\$ 718,632	\$ 718,632		\$ 22,878
TIRZ	\$ 236,358	\$ 185,340	\$ 198,000		\$ 223,698
Capital Projects Funds 2012 Bond Fund	\$1,260,091	\$ 2,600	\$ 1,262,691		
TOTAL GOVERNMENTAL FUNDS	\$2,689,558	\$2,717,972	\$ 558,378	\$ 1,449,577	\$ 1,274,729
PROPRIETARY FUNDS	Beginning Balance	Revenues	Expenditures	Interfund Transfers In (Out)	Ending Balance
Enterprise Funds					
Water Fund	\$ 785,293	\$1,500,286	\$ 1,587,815	(\$ 139,729)	\$ 697,764
Wastewater Fund	\$ 324,178	\$1,007,938	\$ 1,007,938	(\$ 252,780)	\$ 324,178
Refuse Fund				(\$ 117,862)	\$ 4,516
Electric Fund	\$ 265,857	\$4,071,984	\$ 4,071,984	(\$ 939,206)	\$ 265,857
Equipment Replacemen	\$ 5,322			darders and der	\$ 5,322
TOTAL PROPRIETARY FUNDS	\$1,385,166	\$5,591,130	\$ 7,163,600	(\$1,449,577)	\$ 1,262,273

SECTION 4. 2016-2017 ANNUAL BUDGET APPROPRIATIONS REVISED.

The Revised Fiscal Year 2016-2017 Annual Budget is hereby appropriated as follows:

FY 2016 2017 Revised					
GOVERNMENTAL FUNDS	Beginning Balance	Revenues		Interfund Transfers In (Out)	Ending Balance
General Fund	\$1,038,028	\$2,121,024	\$ 3,610,022	\$ 1,449,577	\$ 998,607
Special Revenue Funds					
Court Technology Fund	\$ 13,898	\$ 3,750	\$ 10,950		\$ 6,698
Court Security Fund	\$ 10,730	\$ 2,750	\$ 2,564		\$ 10,916
Library Donations	\$ 2,512	\$ 300			\$ 2,812
Special Projects Fund	\$ 130,333				\$ 130,333
CC Child Special Revenue	\$ 25,865	\$ 4,500	\$ 9,500		\$ 20,865
Debt Service Fund	\$ 17,827	\$ 717,931	\$ 712,880		\$ 22,878
TIRZ	\$ 114,360	\$ 121,998			\$ 236,358
Capital Projects Funds 2012 Bond Fund	\$ 236,041	\$ 6,500	\$ 1,107,450		\$ 1,260,091
TOTAL GOVERNMENTAL FUNDS	\$3,714,594	\$2,978,753	\$ 4,456,661	\$1,449,577	\$ 2,689,558
PROPRIETARY FUNDS	Beginning Balance	Revenues	Expenditures	Interfund Transfers In (Out)	Ending Balance
Enterprise Funds					
Water Fund	\$1,094,832	\$1,197,055	\$ 1,506,594	(\$ 139,729)	\$ 785,293
Wastewater Fund	\$ 369,918	\$ 968,135	\$ 1,013,875	(\$ 252,780)	\$ 324,178
Refuse Fund	\$ 4,516	\$ 460,499	\$ 460,499	(\$ 117,862)	\$ 4,516
Electric Fund	\$ 563,522	\$3,809,683	\$ 4,107,348	(\$ 939,206)	\$ 265,857
Equipment Replacement Fund	\$ 5,322	W-0-0-0			\$ 5,322
TOTAL PROPRIETARY FUNDS	\$2,038,110	\$4,985,795	\$ 7,088,316	(\$1,449,577)	\$ 1,385,166

SECTION 5. CITY MANAGER AUTHORIZED TO INVEST CERTAIN FUNDS.

The City Manager is hereby authorized to invest any funds not needed for current use, whether operating or bond funds, in accordance with the City's Investment Policy.

SECTION 6. CITY MANAGER AUTHORIZED TO MAKE FUND TRANSFERS.

The City Manager is hereby authorized to make intra- and inter-departmental fund transfers during the fiscal year as may become necessary in order to avoid over-expenditure of particular accounts.

SECTION 7. REPEALER CLAUSE.

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

SECTION 9. EFFECTIVE DATE.

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

PASSED on first and only reading on the 12th day of September, 2017, as an ordinance related to the adoption of the City's annual budget and the setting of the tax rate at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED this the 12th day of September, 2017.

	Diane C. Piwko, Mayor	
ATTEST:		
Sandra Green, City Secretary		

Agenda Section	Reading of Ordinances
Section Number	V.B
Subject	Consider, discuss, and act upon Ordinance #2017-0912-002 adopting the FY 2017-2018 tax appraisal roll
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	Ordinance #2017-0912-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

CITY OF FARMERSVILLE ORDINANCE #O-2017-0912-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE FISCAL YEAR 2017 – 2018 TAX APPRAISAL ROLL FOR THE CITY OF FARMERSVILLE, TEXAS; PROVIDING FOR SEVERABILITY; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 26.09 of the Texas Tax Code it is necessary that the Fiscal Year 2017 – 2018 Appraisal Roll which constitutes the Fiscal Year 2017 – 2018 Tax Roll for the City of Farmersville is adopted by the City;

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

SECTION 1. TAX ROLL ADOPTED

The City Council of the City of Farmersville, Collin County, Texas, hereby accepts and approves the Fiscal Year 2017 – 2018 Appraisal Roll as submitted by the Collin County Tax Assessor Collector which 2017 – 2018 Appraisal Roll constitutes the Fiscal Year 2017 – 2018 Tax Roll for the City of Farmersville.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of

the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 5. SAVINGS

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

SECTION 6. EFFECTIVE DATE

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

PASSED on first and only reading on the 12th day of September, 2017, as an ordinance related to the adoption of the City's annual budget and the setting of the tax rate at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED this the 12th day of September, 2017.

	Diane C. Piwko, Mayor	
ATTEST:		
Sandra Green, City Secretary	_	

Agenda Section	Reading of Ordinances
Section Number	V.C
Subject	Consider, discuss, and act upon Ordinance #2017-0912-003 adopting the tax rate for FY 2017-2018
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	Ordinance #2017-0912-003
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	Motion must be read as follows: I move that the property tax rate be increased by the adoption of a tax rate of 0.780000, which is effectively a 5.65 percent increase in the tax rate.
	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

CITY OF FARMERSVILLE ORDINANCE #O-2017-0912-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING A TAX RATE AND FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE TAX YEAR 2017 (FISCAL YEAR BEGINNING ON OCTOBER 1, 2017 TO AND INCLUDING SEPTEMBER 30, 2018); APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the tax for the tax year 2017 hereinafter levied for the current expenses and general improvements of the City and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council further finds that the taxes for the tax year 2017 hereinafter levied, therefore, are necessary to pay interest and to provide a sinking fund on outstanding bonds maturing in the ensuing year; and

WHEREAS, the City Council held two public hearings noticed in accordance with Texas law and at least three days apart on August 22, 2017 and September 5, 2017, regarding the proposed tax rate increase at which proponents and opponents of the tax rate increase were allowed to present their views; and

WHEREAS, the City Council has approved by a separate Ordinance the budget for the tax year 2017; and

WHEREAS, all statutory and constitutional requirements concerning the adoption of the tax rate and the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

SECTION 1. FINDINGS INCORPORATED.

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE,

TEXAS, AND PROVIDING FOR AN INTEREST AND SINKING FUND FOR THE TAX YEAR 2017.

There is hereby levied and ordered to be assessed and collected for the use and support of the municipal government of the City of Farmersville, Texas, and there shall be provided an interest and sinking fund for the tax year 2017, same being from October 1, 2017 to and including September 30, 2018, and for each tax year thereafter until otherwise provided, upon all taxable property including real, personal and mixed situated within the corporate limits of the City of Farmersville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax of \$0.780000 on each one hundred dollars (\$100) assessed value of said property, said tax being so levied and apportioned to the specific purposes herein set forth as follows:

- (A) For the current expenditures of the City of Farmersville, Texas, and for the general government, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the tax year 2017 on all property situated within the limits of the City, and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.404894 on each one hundred dollars (\$100) assessed value of all taxable property within the City.
- (B) For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the City, not otherwise provided for, a tax rate of \$0.375106 on each one hundred dollars (\$100) of assessed value of all taxable property within the City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.46 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.93.

SECTION 3. LATE PAYMENT.

(A) PENALTY AND INTEREST. That the ad valorem taxes levied shall become due on October 1, 2017 and may be paid up to and including the following January 31, 2018 without penalty, but if not so paid, such taxes shall become delinquent on the following day, February 1, 2018, and the penalty and interest designated herein shall be collected for each month or portion of the month that the delinquent taxes remain unpaid.

<u>MONTH</u>	PENALTY	INTEREST RATE
February 1	6%	1%
March 1	7%	2%
April 1	8%	3%

May 1	9%	4%
June 1	10%	5%
July 1	12%	6%
August 1	12%	7%

The rate of interest to be collected on delinquent taxes shall be 1% per month for each month they remain unpaid. On August 1, 2018, the total penalty incurred on delinquent taxes shall be 12% without regard to the number of months the tax is delinquent. Accrual of interest at 1% per month for each month taxes remain unpaid shall continue until said taxes are paid.

(B) ADOPTION BY REFERENCE. The general laws of Texas, and particularly all the provisions of Article 7336, and of Title 122 of the Revised Civil Statutes of Texas, and all amendments thereto, relating to the date of delinquent taxes, insofar as such provisions may be applicable in connection with the collection of all taxes assessed and levied by the City of Farmersville, Texas, are hereby referred to and adopted.

SECTION 4. ADDITIONAL PENALTY FOR COLLECTION COSTS.

Pursuant to Section 33.07 of the Texas Tax Code, taxes that remain delinquent incur an additional penalty to defray costs of collection in an amount not to exceed twenty percent (20%) of the amount of taxes, penalty and interest due.

<u>SECTION 5.</u> ESTABLISHING LIEN AGAINST THE PROPERTY.

The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the said first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and priorities as to real estate. The liens provided herein shall attach as of January 1, 2018.

SECTION 6. REPEALER CLAUSE.

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 7. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

SECTION 8. EFFECTIVE DATE.

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

PASSED on first and only reading on the 12th day of September, 2017, as an ordinance related to the adoption of the City's annual budget and the setting of the tax rate at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED this the 12th day of September, 2017.

	Diane C. Piwko, Mayor	
ATTEST:		
*		
Sandra Green, City Secretary		

Agenda Section	Reading of Ordinances	
Section Number	V.D	
Subject	Consider, discuss, and act upon Ordinance #2017-0912-004 adopting the General Obligation Bond Series 2012 annual budget for FY 2017-2018.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	September 12, 2017	
Attachment(s)	Ordinance #2017-0912-004	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y_council_meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 	

CITY OF FARMERSVILLE ORDINANCE #O-2017-0912-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE GENERAL OBLIGATION BOND SERIES 2012 ANNUAL BUDGET FOR THE CITY OF FARMERSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR INTRA-DEPARTMENTAL TRANSFERS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has prepared and submitted a budget for the General Obligation Bond Series 2012 for filing with the City Secretary for the fiscal year beginning on October 1, 2017 and ending September 30, 2018 ("Proposed Budget") in accordance with Texas law; and

WHEREAS, the Proposed Budget has been made available for public review and discussion, and has been the subject of public hearings which were established, noticed and held as required by Texas law; and

WHEREAS, the City Council of the City of Farmersville after the public notices and public hearings required by law and upon due deliberation and consideration of the recommendation of the testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the Budget for the General Obligation Bond Series 2012 for the fiscal year beginning on October 1, 2017 and ending September 30, 2018 should be adopted;

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

SECTION 1. FINDINGS INCORPORATED.

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. BUDGET FOR THE GENERAL OBLIGATION BOND SERIES 2012 APPROVED AND ADOPTED.

The attached Budget for the General Obligation Bond Series 2012, as presented by the City Manager and as amended at the City Council Budget Workshop, be approved and adopted for the fiscal year 2017-2018.

SECTION 3. 2017-2018 ANNUAL BUDGET APPROPRIATIONS.

The 2017-2018 Annual Budget for the General Obligation Bond Series 2012 is appropriated as follows:

EXPENDITURES

PROJECTS	<u>\$ 1,262,691</u>
TOTAL	\$1,262,691

SECTION 4. 2016-2017 ANNUAL BUDGET APPROPRIATIONS REVISED.

The Revised 2016-2017 Annual Budget for the General Obligation Bond Series 2012 is appropriated as follows:

EXPENDITURES

PROJECTS	\$1,107,450
TOTAL	\$1,107,450

SECTION 5. CITY MANAGER AUTHORIZED TO INVEST CERTAIN FUNDS.

The City Manager is hereby authorized to invest any funds not needed for current use, whether operating or bond, in accordance with the City's Investment Policy.

SECTION 6. CITY MANAGER AUTHORIZED TO MAKE FUND TRANSFERS.

The City Manager be and is hereby authorized to make intra-departmental transfers during the fiscal year as become necessary in order to avoid over-expenditure of particular accounts.

SECTION 7. REPEALER CLAUSE.

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

SECTION 9. EFFECTIVE DATE.

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

PASSED on first and only reading on the 12th day of September, 2017, as an ordinance related to the adoption of the City's annual budget and the setting of the tax rate at a

properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.			
APPROVED this the 12th day of September, 2017.			
	Diane C. Piwko, Mayor		
ATTEST:			
Sandra Green, City Secretary			

VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss, and act upon information technology contract renewal with TLC NetCon Inc.
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	IT Contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Information Technology Services Agreement

This Agreement is made and entered into as of the day of October 1, 2017(the "Effective Date") and ending on September 30, 2018 (the "Termination Date") by and between TLC NetCon Inc., a Texas corporation ("TLC"), and City of Farmersville ("Client").

TLC Services. Upon the terms and subject to the conditions of this Agreement, which includes all the Schedules attached hereto, TLC will provide to Client the Information Technology services set forth or described in Schedule A attached hereto (collectively, the "Services"). Client agrees that TLC is responsible only for providing the Services, and TLC is not responsible for providing any services or performing any tasks not specifically set forth in Schedule A hereto.

Confidentiality. The parties acknowledge that in the course of performing their responsibilities under this Agreement. They each may be exposed to or acquire information that is proprietary to or confidential to the other party or third parties. The parties agree to hold such information in strictest confidence,

Payment. Client shall pay TLC within ten (10) days after the date of an invoice: unless otherwise specified in Appendix A.

Limitation of Liability. TLC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF TLC FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, INCLUDING TLC OBLIGATION TO INDEMNIFY AND HOLD HARMLESS, UNDER THIS AGREEMENT, SHALL BE LIMITED TO: (i)THE PROJECT SERVICE FEES PAID TO TLC BY CLIENT FOR THE PROJECT SERVICES IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE PROJECT SERVICES; OR (ii) THE ADMINISTRATIVE SERVICE FEES PAID TO TLC BY CLIENT FOR THE ADMINISTRATIVE SERVICES CORRESPONDING TO THE INITIAL TERM OR THE RENEWAL PERIOD DURJNG WHICH THE CAUSE OF ACTION OR CLAIM ACCRUED IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE ADMINISTRATIVE SERVICES.

Termination. In addition to the express rights of TLC to terminate this Agreement set forth herein, TLC and Client shall also have the right to terminate this Agreement and cancel any unfilled portion of it given 90 days written notice.

Hiring of Employees. Both parties agree not to engage in any attempt to hire, or to engage as independent contractors, the others employees or independent contractors for the period ending one year after the expiration or earlier termination of this Agreement, except as may be otherwise agreed to in writing by both parties.

Independent Contractor.

- (a) TLC and any all TLC personnel, in performance of this Agreement are acting as independent contractors and not employees or agents of Client.
- (b) Client acknowledges that in performance of the Services, TLC is not engaging in any management role with respect to Client, TLC is not exercising any form of operating control over Client, and that any such management or operational activities of Client shall be deemed to be conducted by Client alone.

Entire Agreement. This Agreement, including all attachments, Exhibits and/or Schedules hereto, evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals of sale, Communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of each of the parties.

Force Majeure. Neither party shall be liable to the other for any delay or failure to performance of the services or obligations set forth in this Agreement due to causes beyond its reasonable control including, without limitation, acts of God, natural or human-caused disasters such as flood and fire, civil disturbances, labor disputes, compliance with governmental regulations or other authority, or the inability of freight forwarders or carriers to complete shipments in accordance with TLC instructions.

Governing Law. This Agreement and performance hereunder shall be governed by tile laws of the State of Texas without giving effect to principles of conflict of laws of such state or international treaties. TLC and Client hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and revenue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in Collin County, Texas.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives as of the date first written above.

TLC:

CLIENT:

TLC NetCon, INC.	City of Farmersville	
Ву:	By:	
(Signature)	(Signature)	
Name: <u>Tony Linton</u>	Name: Diane C. Piwko	
Title: <u>CEO</u>	Title: Mayor	
Date:	Date:	

Appendix A

CUSTOMER: City of Farmersville
Attn: Benjamin L. White
DATE: September 15, 2017

PHONE NUMBER: 972-782-6151 FAX NUMBER: 972-782-6604

SALES PERSON: Tony Linton

Monthly Desktop/Laptop Computer support

Number of systems: 66 Support unit price: \$50.00 Sub-Total: \$3300.00

Monthly Server support: Physical Virtual
Number of systems: 9 5
Unit price of: \$100.00 \$50.00
Sub-total: \$900.00 \$250.00

Total monthly price: \$4450.00

Monthly Service

Includes: -Help Desk

(Phone and Web based remote support)

-On Site Support (Scheduled and non-scheduled maintenance during

TLC regular business hours: 8 - 5, M-F)

- -Structured Administration based upon industry standards
- -Scheduled Auditing (Data integrity, backup recovery. etc)
- -Reporting Monthly executive ~

(Includes Status of network, Audit results, # Incidents, # Problems, network performance)

- -Install Service Packs / Updates
- -Antivirus maintenance / Updates
- -Workstation maintenance (Antivirus updates, Windows Updates. etc.)
- -Server maintenance (Antivirus updates. Windows Updates, Backups, etc.)
- -Restoring software from customer installation media after hardware failure
- -Installation of hardware shipped from manufacturer under manufacturer's warranty

- -Complete managed network support for your business
- -Provide up to date and accurate enterprise level configuration diagrams including IP addresses, Administrative passwords, and user passwords
- -Basic hardware and software upgrades
- -File Restoration

Monthly Service

Does Not Include:

-Server installation and configuration

-Project implementation-Cost of computer hardware

-Service or maintenance on printers, copiers, etc.
-Non-scheduled maintenance due to client over sight,

negligence, or malicious intent

-Major upgrades of hardware or software involving new

equipment or applications

User new system installation and migration of an existing system will be billed at a flat rate of \$125.00

New server installation including migration from an existing server will be billed at a flat rate of \$500.00

All uncovered work will be billed at regular hourly rate of \$125.00 per hour and major projects will be billed at an amount agreed upon by TLC and Client.

Agenda Section	Regular Agenda				
Section Number	VI.B				
Subject	Consider, discuss, and act upon an Interlocal Agreement with the City of Lavon and the City of Farmersville regarding sharing Public Works personnel				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	September 12, 2017				
Attachment(s)	Interlocal Agreement				
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php				
Consideration and Discussion	City Council discussion as required				
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 				

INTERLOCAL COOPERATION AGREEMENT FOR SHARING PUBLIC WORKS PERSONNEL BETWEEN CITY OF LAVON AND CITY OF FARMERSVILLE

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the City of Lavon, Texas ("Lavon"), and City of Farmersville, Texas ("Farmersville"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

RECITALS:

WHEREAS, Lavon and Farmersville are Texas political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Lavon and Farmersville to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Lavon desires to engage the services of Farmersville's licensed Wastewater Operator to assist or supplement Lavon personnel in maintaining and operating Lavon's wastewater collection system on an "as needed" basis, and Farmersville agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Farmersville desires to engage the services of Lavon's licensed Wastewater Operator to assist or supplement Farmersville personnel in maintaining and operating Farmersville's wastewater collection system on an "as needed" basis, and Lavon agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Lavon appoints Farmersville as an operator of its wastewater collection system and Farmersville accepts this appointment; and

WHEREAS, Farmersville appoints Lavon as an operator of its wastewater collection system and Lavon accepts this appointment; and

WHEREAS, each Party agrees to compensate the other Party for the services and furnished under this Agreement from current available revenue.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I Services

- 1.1 Farmersville agrees to furnish one or more licensed personnel to assist or supplement Lavon personnel to maintain and operate Lavon's wastewater collection system.
- 1.2 Lavon agrees to furnish one or more licensed personnel to assist or supplement Farmersville personnel to maintain and operate Farmersville's wastewater collection system.
- 1.3 It is clearly understood by the Parties that the first and highest priority of each City is maintaining its own wastewater system.
- 1.4 The Parties agree to use their best efforts to provide the same level and quality of service for the requesting Party as are provided in maintaining and operating the supplying Party's wastewater collection system. Nothing contained in this Agreement, however, shall require either Party to construct new facilities, purchase new equipment, or hire additional personnel to furnish the levels of service contemplated by the Parties to this Agreement. The Parties do not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality.

Article II

Term and Termination

- 2.1 This Agreement shall begin on September 15, 2017 ("Effective Date") and shall continue through September 15, 2018. This Agreement shall automatically renew on September 1 of each year (the "Renewal Date") for five (5) additional one-year terms unless either Party provides written notice of their intent not to renew no later than Sixty (60) days in advance of the Renewal Date.
- 2.2 Except as provided in Section 2.3, either Party may terminate this Agreement with or without cause by giving the other Party One Hundred Sixty (160) days' advance written notice of its intent to terminate.
- 2.3 If one Party fails to pay a monthly bill within ten (10) business days after the date of its receipt, the other Party may then terminate this Agreement after providing written notice to the Party who failed to make a payment that payment has not been received and, should either Party fail to tender payment within ten (10) days of receipt of said notice, this Agreement automatically terminates.

Article III

Costs for Services

- 3.1 Lavon agrees to reimburse the personnel expense per person for the services performed by Farmersville personnel as described herein and related mileage.
- 3.2 Farmersville agrees to reimburse the personnel expense per person for the services performed by Lavon personnel as described herein and related mileage.
- 3.3 The Parties agree to reimburse each other monthly at the rate of cost plus ten percent (10%) for inventory consumed or used in the maintenance and operation of the wastewater collection systems. Inventory shall include but is not limited to chemicals, fittings,

pipe, and valves. The Parties further agree to reimburse each other for equipment-related expenses.

- 3.4 The Parties will provide each other with an itemized bill on or about the first day of each month during the term of this Agreement. All monthly bills are due upon receipt.
- 3.5 If this Agreement is terminated as provided herein, the Parties agree to pay each other for all services and equipment furnished up to the effective date of termination and neither Party shall continue to provide the other Party with services that may be requested in accordance with this Agreement up to the effective date of termination. Final payment shall be made within thirty (30) days of the last date of service.

Article IV Independent Contractor

In performing services specified in this Agreement, each Party shall act as an independent contractor of the other Party and shall have control of its own work and the manner in which it is to be performed. No employee, agent or representative of a Party shall be deemed to be an employee, agent, or representative of the other Party.

Article V Governmental and Official Immunity

The Parties hereto are political subdivisions of the State of Texas, each of which has official and governmental immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity.

Article VI Liability

- 6.1 To the maximum extent allowed by law, Lavon shall indemnify and save harmless Farmersville and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Lavon or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.
- 6.2 To the maximum extent allowed by law, Farmersville shall indemnify and save harmless Lavon and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Farmersville or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

6.3 The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Article VII Miscellaneous

- 7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.
- 7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.
- 7.3 Severability. In the event that 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, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.
- 7.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.
- 7.5 <u>Current Revenues</u>. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.
- 7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.
- 7.7 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served (a) by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and certified with return receipt requested, or (b) by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, or (c) by electronic mail (a/k/a e-mail). Notice given by mail or delivery in accordance herewith shall be effective upon receipt at the address of the addressee. Notice given by e-mail shall be deemed effective on the date sent, if sent before 5:00 p.m. central standard time. For purposes of notice, the addresses of the Parties shall be as follows:

If to Farmersville to:

Ben White, City Manager

City of Farmersville, Texas

205 S. Main

Farmersville TX 75442

With a copy to:

______, City Attorney

If to Lavon, to:

Kim Dobbs, City Administrator

City of Lavon, Texas

P.O. Box 340 Lavon, TX 75166

With a copy to:

Messer, Rockefeller & Fort Andy Messer, City Attorney 6371 Preston Road, Suite 200

Frisco, Texas 75034

- 7.8 <u>Representations</u>. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.
- 7.9 <u>Drafting Provisions</u>. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- 7.10 <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature page to follow)

EXECUTED THIS day of	, 2017.
*	City of Lavon, Texas
NOV.	By: Charles A. Teske, Jr. Mayor
8	Attest:
A CONTRACTOR OF THE PARTY OF TH	By: Kim Dobbs, City Administrator
EXECUTED THIS day of	, 2017.
	City of Farmersville, Texas
	By:
	Attest:
	By:
	Sandra Green, City Secretary

Agenda Section	Regular Agenda				
Section Number	VI.C				
Subject	Consider, discuss, and act upon Interlocal Agreement with Collin County and the City of Farmersville for Animal Shelter Use.				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	September 12, 2017				
Attachment(s)	Interlocal Agreement				
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php				
Consideration and Discussion	City Council discussion as required.				
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action 				



Contract Amendment Eleven (11)

Office of the Purchasing Agent Collin County Administration Building 2300 Bloomdale Rd, Ste 3160 McKinney, TX 75071 972-548-4165

Vendor:	City of Farmersville		Effective Date	10/1/2017	
	205 S. Main St.		Contract No.	10103-09	
	Farmersville, TX 75452		Contract	Interlocal Agreement for the Facility	
				Construction and Use of an Animal Shelter	
				in Collin County	
Awarded b	by Court Order No.:			2006-891-09-26	
	Amendment No.: 1	Court Order No.		2007-1009-11-13	
	Amendment No.: 2	Court Order No.		2008-887-10-14	
	Amendment No.: 3	Court Order No.		2009-585-08-10	
Contract A	Amendment No.: 4	Court Order No.		2010-834-10-11	
Contract A	Amendment No.: 5	Court Order No.		2011-686-09-19	
Contract A	Amendment No.: 6	Court Order No.		2013-013-01-07	
Contract A	Amendment No.: 7	Court Order No.		2013-963-11-18	
Contract A	Amendment No.: 8	Court Order No.		2014-993-12-15	
Contract A	Amendment No.: 9	Court Order No.		2016-020-01-04	
Contract A	Amendment No.: 10	Court Order No.		2017-035-01-23	
Contract A	Amendment No.: 11	Court Order No.		11.11.13.13.13.13.13.13.13.13.13.13.13.1	
	YOU ARE DIREC	TED TO MAKE THE FO	LLOWING AMEND	MENT TO THIS CONTRACT	
	unt for fiscal year 2018:	ober 1, 2017, conunc	\$ 8,780.00	ncluding September 30, 2018 at the below rate:	
*	s provided herein, all to			act remain in full force and effect	
	<u> </u>		•	· · · · · · · · · · · · · · · · · · ·	_
	ACCEPTED BY:			ACCEPTED AND AUTHORIZED BY	
				AUTHORITY OF COLLIN COUNTY	
	CITY OF FARMERSVILLE			COMMISSIONERS' COURT	
			*3		+
				Collin County Administration Building	
	205 S. Main St.			2300 Bloomdale Rd, Ste 3160	
	Farmersville, TX 75452			McKinney, Texas 75071	
	. Difficultures in the fold			met miner, render 1001 z	
	SIGNATURE		_	Michalyn Rains, CPPO, CPPB	
	TITLE:			Purchasing Agent	
	DATE:		_	DATE:	
					

Agenda Section	Regular Agenda				
Section Number	VI.D				
Subject	Consider, discuss, and act upon accepting a \$3,000.00 donation from Lexington Medical Lodge for Fire Department clothing.				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	September 12, 2017				
Attachment(s)	Copy of Check				
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php				
Consideration and Discussion	 Representatives from Lexington will attend meeting to present check to Council. City Council discussion as required. 				
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 				

.

C00279	City of Farmersville		lle NHD-Lexington Medi		8/20/2017	
Ref Nbr	Invoice Nbr	Inve Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
277933	Fire Dept Donat	08/16/17	3,000.00	3,000.00	0.00	3,000.00
	39					

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

101631

Foursquare

Bank of Texas N.A. PO Box 29775 Dallas, TX 75229 ** Void after 90 days **

32-1432/1110

CHECK#

101631

DATE

08/20/2017

NHD-Lexington Medical Lodge

4311 Oak Lawn Ave Suite 400 Dallas, TX 75219

******\$3,000.00

 p_{AY} Three Thousand and 00/100----- US Dollars

TO THE

City of Farmersville

ORDER OF

205 S. Main

Farmersville, TX 75442

** Not valid over \$15,000 without two signatures

#101631# #111014325# #8095517908#

C00279 Ref Nbr	City of Farmers Invoice Nbr	ville Inve Date	NHD- Invoice Amount	NHD-Lexington Medical Lodge Invoice Amount		8/20/2017 Net Check Amt	
277933	Fire Dept Donat	08/16/17	3,000.00	3,000.00		3,000.00	
			(23)			S	

101631

Agenda Section	Regular Agenda				
Section Number	VI.E				
Subject	Consider, discuss, and act upon the Thoroughfare Design Manual.				
То	Mayor and Council Members				
From	Ben White, City Manager				
Date	September 12, 2017				
Attachment(s)	Thoroughfare Design Manual				
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php				
Consideration and Discussion	 DBI Representatives to lead discussions City Council discussion as required. 				
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 				

CITY OF FARMERSVILLE



THOROUGHFARE DESIGN STANDARDS

	Adopted	
By	Ordinance #	

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TABLE OF CONTENTS

- I. General Requirements
- II. Street Design Standards
- III. Median and Left Turn Lane Design Standards
- IV. Alley Design Standards
- V. Driveway Design Standards
- VI. Sidewalk and Location Design Standards
- VII. Public Right-of-Way Visibility
- VIII. Off Street Requirements
 - IX. Rural Subdivision Requirements

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SECTION I

GENERAL REQUIREMENTS

A. INTRODUCTION

The "Thoroughfare Design Standards" are intended to implement the provisions of the Subdivision Ordinance and to provide for the orderly, safe, healthy and uniform development of the area within the corporate city limits and in the extraterritorial jurisdiction (ETJ) surrounding the City of Farmersville.

The City of Farmersville "Standard Construction Details", "Standard Specifications" and the North Central Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" are considered supplemental and are part of the Thoroughfare Design Standards. The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. Adherence to the requirements of these standards and/or approval by the City of Farmersville or its authorized representatives in no way relieves the developer or his engineer for adequacy of design or for the completeness of the plans and specifications or the suitability of the completed facilities. Specific projects may require more stringent design standards. The city of Farmersville may determine that design requirements other than those included in these standards are necessary and will inform the developer of such requirements before the final engineering review.

The developer shall notify the City of Farmersville, in writing, of any known deviations from the requirements set for in the standards for thoroughfare design, construction details, or specifications.

B. THOROUGHFARE DESIGN STANDARDS

The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. It is not intended that these standards cover all aspects of paving construction for any given development. The developer shall provide proper engineering design for all facilities not covered by these standards in accordance with good engineering practice and shall utilize first class workmanship and materials in all construction.

C. CONSTRUCTION STANDARDS AND SPECIFICATIONS

All work and materials shall be in accordance with the latest editions of the City of Farmersville Design Manuals, Ordinances, Standard Construction Details, Standard Specifications, and the North Central Texas Council of Governments (NCTCOG) Public

Works Construction Standards. Should a conflict be found between the two publications, the City of Farmersville Design Manuals, Ordinances, and Standards shall take precedence.

In the event that an item is not covered by the City of Farmersville Design Manuals, Ordinances, or Standards; the NCTCOG Public Works Construction Standards shall apply. Notification in writing by the contractor shall be made to the engineer of record, City inspector and the City of the issue. The City of Farmersville shall make the final decision regarding all construction materials, methods, and procedures specified in construction plans. Reference to all documents contained in the project specifications shall refer to the latest edition of each document or the version adopted by the City Council.

D. INSPECTION OF CONSTRUCTION BY CITY PERSONNEL

Inspection of construction activities shall be conducted by staff of the City of Farmersville under direction of the city Engineer or authorized representative. The City inspector shall observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general conformance with the standards and specifications for the project, but he will not be a guarantor of the Contractor's performance. The City will not accept any development until City staff has approved all construction. The developer shall be responsible for any additional expense to the City for inspection that is necessary after normal business hours, or when the improvements will be privately owned. The City will establish the rate for compensation and other expenses.

The developer will be responsible for furnishing the original reproducible engineering drawings corrected to show any revised construction conditions to the City before any improvements will be accepted. All public works improvements must accepted by the City before any City Building permits will be issued.

SECTION II

STREET DESIGN STANDARDS

A. DEFINITIONS

	A. DEFINITIONS					
	TABLE 1					
			D O W	Pavement (Face to	Median (Face to	Parkway
	Туре	Designation	R-O-W	Face)	Face)	Width
S	Principle 6 Lane Divided	P6D	120'	2-36'	20'	13.5'
8	Major 6 Lane Divided	M6D	120'	2-36'	20'	13.5'
THOROUGHFARES	Principle 4 Lane Divided	P4D	100'	2-24'	20'	15.5'
HE	Major 4 Lane Divided	M4D	100'	2-24'	20'	15.5'
Ď	Principle 4 Lane Undivided	P4U	70'	44'	None	12.5'
)R	Major 4 Lane Undivided	M4U	70'	44'	None	12.5'
유	Regional 4 Lane Divided	R4D	110'	2-24'	20'	20'
F	Regional 2 Lane Divided	R2D	90'	2-24'	20'	10'
NTIAL	Collection Street	C2U	65'	36'	None	14'
RESIDENTIAL STREETS	Local Street	L2U	50'	26'	None	11.5'

Above defined by the City of Farmersville, Texas, Comprehensive Plan and most recent Major Thoroughfare Plan.

B. MINIMUM HORIZONTAL DESIGN RADIUS

Minimum Centerline Radius is defined by the design speed of the respective street. The design speed of each street in the City of Farmersville, as defined by the Thoroughfare Plan, can be determined from Table 2.

TABLE 2 DESIGN SPEED OF EACH TYPE OF STREET

Street Type	Design Speed
P6D, M6D	
P4D, M4D, R4D, R2D	40 mph
P4U, M4U, C2U	35 mph
L2U	30 mph

The minimum acceptable horizontal centerline radius, for each respective street's design speed, is shown in Table 3. The cross slope is assumed to be ¼" per foot from the inside toward the outside.

TABLE 3
MINIMUM HORIZONTAL CENTERLINE RADIUS

Y	f	е	(e+f)	R (Calculated)	R (Rounded for Design)
(mph)		(ft/ft)		(ft)	(ft)
25	0.170	-0.0208	0.1492	279.27	280
30	0.160	-0.0208	0.1392	431.03	440
35	0.150	-0.0208	0.1292	632.09	640
40	0.145	0.0208	0.1242	858.83	860
45	0.142	0.0208	0.1212	1,113.86	1,120
50	0.140	-0.0208	0.1192	1,398.21	1,400
55	0.130	-0.0208	0.1092	1,846.76	1,850
60	0.120	-0.0208	0.0992	2,419.35	2,420

Minimum centerline design radius for residential streets shall be 280-feet for curves with a length over 125 feet long. Other important considerations in the design of curves on city streets and thoroughfares include the location of intersecting streets, drives, bridges and other topographic features. In residential areas long, straight streets are discouraged. The maximum allowable tangent length on a street in a residential area is 600 feet, and a maximum allowable curve radius in 1,000 feet. Curvilinear streets in a residential area will be evaluated on a case by case basis. When reverse curves are designed into a roadway the stopping sight distance must be maintained throughout the section. Reverse horizontal curves must be separated by a minimum 100 foot tangent section, and the centerline offset from the initial tangent to the final tangent must be a minimum of 30 feet.

C. SUPERELEVATION

When super elevation is used on secondary and major thoroughfares as approved by the City Engineer, use the following equation to calculate the rate of super elevation necessary for the design radius:

$$E = \frac{V^2}{15R} - f$$

Where:

e = rate of roadway super elevation, foot per foot

f = side friction factor (See Table 3)

V = vehicle design speed, mph

R = radius of curve in feet

The maximum allowable rate of super elevation for urban roadways in the City of Farmersville is 4%. When used, super elevation runoff must be designed consistent with TXDOT Roadway Design Manual and AASHTO Green Book.

D. MINIMUM VERTICAL ALIGNMENT

Vertical Alignment is a function of Stopping Sight Distance (SSD), which is given by:

$$SSD = 1.47PV + \frac{V^2}{30(f+g)}$$

Stopping Sight Distances are calculated for g - 0, rates of vertical curvature are derived from the AASHTO Green Book and used (K) to determine crest curve lengths per Table 4.

The maximum grade for residential streets is 10% unless otherwise approved by the City where natural topography is such as to require steeper grades. The maximum grade for all other streets shall be 7.50%. The minimum grade for all streets is 0.50%.

TABLE 4
MINIMUM ACCEPTABLE CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S	K						L-	KA				
MPH Ft.			A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	30	100	100	100	120	150	180	210	240	270	300
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	80	100	160	240	320	400	480	560	640	720	800
45	400	120	120	240	360	480	600	720	840	960	1080	1200
50	475	160	160	320	480	640	800	960	1120	1280	1440	1600
55	550	220	220	440	660	880	1100	1320	1540	1760	1980	2200
60	650	310	310	620	930	1240	1550	1860	2170	2480	2790	3100

TABLE 5
MINIMUM ACCEPTABLE SAG CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S	K			L- KA								
MPH Ft.		t.	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	40	100	100	120	160	200	240	280	320	360	400
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	70	100	140	210	280	350	420	490	560	630	700
45	400	90	100	180	270	360	450	540	630	720	810	900
50	475	110	110	220	330	440	550	660	770	880	990	1100
55	550	130	130	260	390	520	650	780	910	1040	1170	1300
60	650	160	160	320	480	640	800	960	1120	1280	1440	1600

E. INTERSECTION CURB RADII

The radius shall be thirty (30) feet at the intersection of all intersecting street unless otherwise approved by the City engineer or Authorized Representative. See Figure 1.

Note: At many intersections, the curb radius encroaches on the right-of-way so as to not provide sufficient room for sidewalks, utilities, etc. within the parkway. Therefore, right-of-way will be dedicated at the intersection of all streets such that a minimum or nine and one-half (9.5) feet of parkway shall be maintained from the back of the curb along the curb's radius.

F. RESIDENTAIL FRONTAGE

Residential houses shall not front a thoroughfare unless parallel access roads are provided. Minimum distances between adjacent curbs or the thoroughfare and the access road shall be twenty (20) feet.

G. STATE DESIGNATED ROADS

All such roads within the City of Farmersville will conform to State Design Standards unless otherwise directed by the City Engineer.

SECTION III MEDIAN AND LEFT TURN LANE DESIGN STANDARDS

A. WIDTH OF MEDIAN

Median widths vary from a minimum of 4' (with left turn lanes) to a maximum of 20' (see Table 1).

B. REQUIRED MEDIAN OPENING AND LEFT-TURN LANE

Median openings on divided thoroughfares shall be provided at all dedicated street intersections and at private drives where they conform to the City's spacing requirements. A left turn lane for the proposed drive or street shall accompany the median opening.

C. COST OF MEDIAN OPENINGS AND LEFT-TURN LANES

Median openings and left-turn lanes constructed to serve private drives and new roads shall be paved to City standards, inspected by City Inspectors, and paid for by owners served by the median openings and left-turn lanes. The City shall be responsible for, and pay the costs of, the paving of median openings and left-turn lanes, constructed to serve existing dedicated streets, and those that exist for drives, when a part of the Capital Improvement widening program is undertaken by the City on an existing public street.

D. MINIMUM LEFT-TURN STORAGE, TRANSITION LENGTH, AND MEDIAN OPENING WIDTH, LOCATION, AND SPACING REQUIREMENTS

(1) Left Turn Storage

All left-turn storage areas shall be ten (10) feet wide with minimum storage requirements for left-turn lanes as in Table 6.

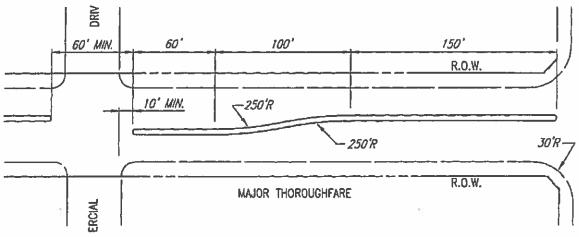
TABLE 6 MINIMUM LEFT-TURN STORAGE REQUIREMENTS

Intersecting Thoroughfares	Minimum Storage	
Principle with Principle	150	feet
Principle with Major	100	feet
Principle with Collection/Local	60	feet
Principle with Private Drive	60	feet
Major with Principle	100	feet
Major with Collection/Local	60	feet
Major with Private Drive	60	feet

- (2) Transition Length
 - The transition curves used in left-turn lanes shall be two 250-foot radius reverse curves, which will require a total transition length of 100-feet.
- (3) Median Openings
 - a) Median openings at Intersections shall be from right-of-way to right-of-way or the intersecting street.
 - b) the minimum width of mid-block median opening shall not be less than sixty (60) feet. See Figure 1.
- (4) Medians Where No Left-Turn Pocket is Needed
 - a) If left-turn storage is provided in only one dir4ection, (i.e., a drive cannot be installed for the other direction), the minimum length of median must be the required left-turn storage and transition length, plus 30-feet of median length beyond the end of the transition.
 - b) If the left turn storage is not required in either direction, but the median is simply a spacer between two median openings, the minimum length of the spacer must be 50-feet. See Figure 2.
- (5) Medians into Developments on Public Streets Medians installed on undivided streets at entrances to subdivisions for aesthetic or any other purpose will be a minimum of 4-feet wide and 100-feet long.

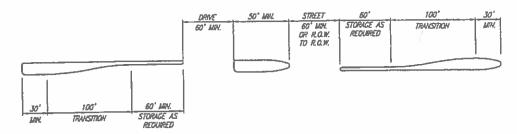
Note: Storage requirements listed herein are absolute minimums. Storage requirements may increase based upon actual and projected traffic demands.

FIGURE 1

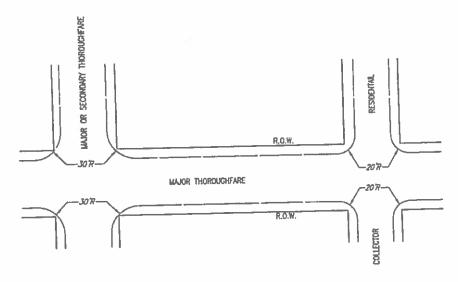


TYPICAL MEDIAN OPENING SPACING MAJOR THOROUGHFARE

FIGURE 2



TYPICAL MEDIAN DIMENSIONS WITHOUT BACK TO BACK LEFT TURN POCKETS



CURB RADII AT INTERSECTION

SECTION IV ALLEY DESIGN STANDARDS

A. ALLEY REQUIREMENTS FOR DEVELOPMENTS

Alleys shall be constructed in accordance with City of Farmersville Subdivision Ordinance. Alleys shall be provided in all residential areas and shall be paved with concrete in accordance with the City's Standard Construction Details. The City Council may waive the residential alley requirement upon determination of the Council that such a waiver is in the best interest of the city. Alleys may be required in commercial and industrial development. The city may waive the commercial and industrial alley requirement upon determination of the council, if in its opinion adequate provisions are made for service access such as off-street loading, unloading and parking consistent with the uses proposed.

B. ALLEY INTRSECTIONS

Alleys shall not intersect major or secondary thoroughfares with medians. Alleys which run parallel to and share a common right-of-way line with a major thoroughfare shall turn away from the major street not less than one subdivision lot width or a minimum of 50-feet (whichever is greater) from the cross street intersection.

C. ALLEY WIDTHS

The minimum alley right-of-way width shall be twenty (20) feet with a minimum 12-foot paved width. Dead-end alleys shall not be permitted without special permission from the City Engineer or Authorized Representative. The geometry of alley construction shall conform to the Standard Construction Details.

D. ALLEY RADIUS

Alley radii at street intersections in residential developments shall not be less than 10-feet. Alley radii at street intersections in commercial and residential developments shall not be less than 30-feet unless approved by the City Engineer or Authorized Representative.

SECTION V DRIVEWAY DESIGN STANDARDS

A. DEFINITION OF DRIVEWAY TYPES

For purposes of interpreting the provisions of these Rules and Regulations, the following definitions shall apply:

- (1) A "residential" driveway provides access to a single-family residence, to a duplex, or to a multi-family building containing five or fewer dwelling units. These drives shall intersect residential and commercial roadways only. All access to residential property abutting all other thoroughfares shall be off the alley or a service road.
- (2) A "commercial" driveway provides access to an office, retail or institutional building, or to a multiple-family building having more than five dwelling units. It is anticipated that such buildings will have incidental truck service. Commercial drives shall access to Major or Secondary Thoroughfares only.
- (3) An "industrial" driveway serves substantial numbers of truck movements to and from loading docks of an Industrial facility, warehouse, or truck terminal. A central retail development, such as a community or regional shopping center, may have one or more driveways specially designed, signed, and located to provide access for trucks and such driveways shall be considered industrial driveways. Industrial plant driveways whole principle function is to sere administrative or employee parking lots shall be considered commercial driveways. Industrial drives shall access to Major or Secondary Thoroughfares only.

Note: Two-way driveways shall always be designed to intersect the street at a 90° angle. One-way driveways may be designed to intersect a street at a 45° angle.

B. DRIVEWAY WIDTH

As the term is used here, the width of a driveway refers to the width of pavement at the property line.

- (1) Residential driveway onto streets shall have a minimum width of 12-feet and a maximum width of 24-feet. Joint access residential drives shall have no less that nine (9) feet on any property. See Figure 4.
- (2) Commercial/Industrial. Two-way operation: See Figure 5.
 - a) Commercial driveways shall have a minimum width of twenty-four (24) feet and a maximum width of thirty (30)-feet.
 - b) Industrial driveways shall have a minimum width of 30-feet and a maximum width of 40-feet. Joint access commercial/industrial drives shall have no less than ten (10) feet on any property, with the full drive width and access pavement to the property built for the development at the same time.

- (3) Commercial/Industrial One way operation:
 - a) 90-degree drives shall have a width of 18-feet for ingress and 22-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. See Figure 6.
 - b) 45-degree drives shall have a width of 18-feet for ingress and 16-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. Joint access commercial/industrial drives shall have no less than 10-feet on any property, with the full drive width and access pavement to the property built for the development at the same time. See Figure 7.

C. DRIVEWAY RADIUS

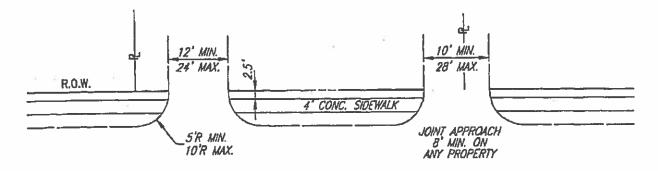
All driveways intersecting dedicated streets shall be built with a circular curb radius connecting the 6-inch raised curb of the roadway to the design width pavement of the driveway. All driveways shall provide for barrier free access. Driveway radii shall fall entirely within the subject property so as to begin at the street curb, at the extension of the property line.

- (1) 90-degree Intersection (See Detail)
 - a) The curb radii for a residential drive shall be a minimum, of 5-feet and a maximum of 10-feet.
 - b) The curb radii for commercial and industrial drives shall be 30-feet unless otherwise approved by the City.
- (2) 45-degree Intersection

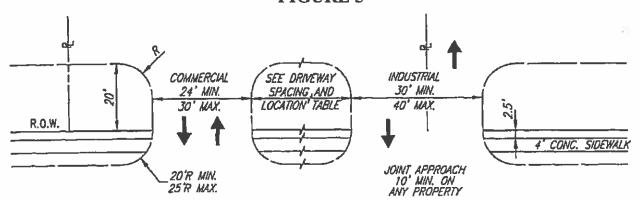
The curb radii shall be 5-feet for the outside of the drive and 2-feet for the median. See Detail.

In order that the definition of the location of the edge of pavement for the thoroughfare may be maintained, driveway radii shall always be designed to become tangent to the street curb line. All commercial and industrial drives will have an unbroken curb length of not less than 20-feet from the right-of-way, or 30-feet from the roadway curb extending into the site on each side of the drive.

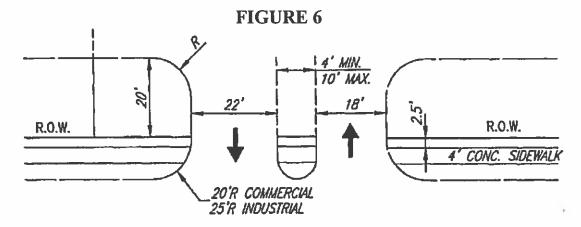
FIGURE 4



DRIVEWAYS WIDTH, RADIUS, SPACING FIGURE 5

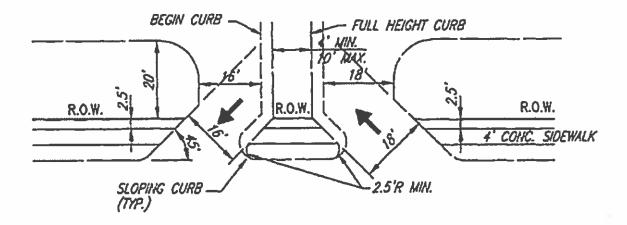


DRIVEWAYS WIDTH, RADIUS, SPACING



DRIVEWAYS WIDTH, RADIUS, SPACING

FIGURE 7



DRIVEWAYS WIDTH, RADIUS, SPACING D. DRIVEWAY SPACING AND LOCATION IN RELATION TO OTHER DRIVES

(1) Residential

Driveway approaches on a tract of land devoted to one use shall not occupy more than 70% of the frontage abutting the roadway. No more than two driveway approaches shall be permitted on any parcel of property on each street.

(2) Commercial and Industrial

The spacing and location of driveways shall be related to both existing adjacent driveways and those shown on approved development plans. The spacing between driveways shall depend upon the design speed of the street as shown in Table 7. Driveways shall not be permitted in the transition area of a deceleration lane or a right turn lane.

TABLE 7 DRIVEWAY SPACING IN RELATION TO OTHER DRIVES GIVEN THE DESIGN SPEED OF THE STREET

Design Speed (MPH)	<u>Driveway Spacing (Ft.)</u>				
25	65				
30	90				
35	100				
40	120				
45	150				
50	200				

The minimum spacing shall not be more than 10-feet less than shown above. Spacing between driveways will be measured along the property line from the edge of one driveway to the closest edge of the next driveway and not from centerline to centerline.

E. DRIVEWAY SPACING IN RELATION TO A CROSS STREET

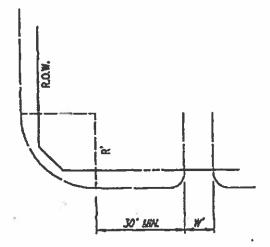
- (1) 90 Degree Intersection Drive to Road
 - a) Driveways that intersect at 90 degrees to a residential or "secondary street" shall be located a minimum of the drive radius from a residential street's end of curb radius.
 - b) A driveway that intersects at 90 degrees to a residential or secondary street shall be located a minimum of thirty (30) feet from a secondary or major street's end of curb radius. See Figure 8.
 - c) A driveway that intersects at 90 degrees to a major street shall be lco9ated a minimum of 100-feet from any intersecting street's right-of-way or from the end of any intersecting street's curb radius as determined by the City Engineer. If the property length, along the street, is such that both the drive and the drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. See Figure 9.
- (2) 45 Degree Intersection Drive to Road
 - a) If one-way angle drives are used, the radius for the driveway on a residential or secondary may not begin less than 35-feet from an intersecting street's end of curb radius.
 - b) On a major street the drive shall be located a minimum of 100-feet from any intersecting street's right-of-way. If a property length, along the street, is such that both the drive and drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. See Figure 10.

A summary of driveway widths, radii, and angel requirements are given in Table 8.

TABLE 8
SUMMARY OF DRIVE REQUIREMENTS

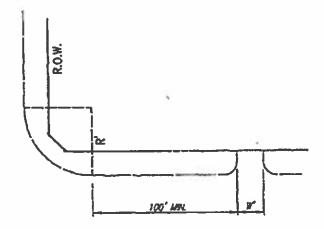
			One-	Way	
	Residential	Commercial	In	Out	Industrial
Width (ft)					
Minimum	12	20			30
One-way (only)					
90°			18	22	
45°			18	16	
Maximum	24	30			40
Curb Radius (ft)					
45° (one-way)	5	10	10	10	10
90°	5 - 10	30	Same	Same	30
Intersection					
Angles (deg.)	90°	90°	90°	90°	90°
	45°	45°	45°	45°	45°

FIGURE 8

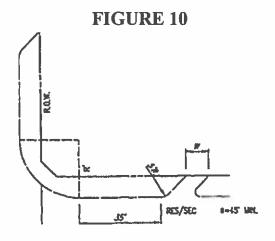


DRIVE INTERSECTION A RESIDENTIAL OR SECONDARY

FIGURE 9



90° DRIVE INTERSECTING A MAJOR



ANGLE DRIVE

SECTION VI

SIDEWALK AND LOCATION DESIGN STANDARDS

A. DEFINITION OF SIDEWALK

A sidewalk is the paved area in a street ROW between the curb lines or the edge of pavement of the roadway and the adjacent property lines for the use of pedestrians. The City of Farmersville considers a sidewalk to be an "accessible route" as specified in Section 4.3 of the Texas Accessibility Standards (TAS) and considers a public sidewalk a "facility" under the TAS and the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28 C.F.R. Part 35. Sidewalks are subject to the requirements of Chapter 469 of the Texas Government Code as a City-funded public ROW project for Texas Department of Licensing and Registration (TDLR) inspection purposes (Per 16 Texas Administrative Code, Chapter 68) unless exempted by the City Engineer. Compliance with these regulations shall be the responsibility of the owner/developer. Sidewalks shall conform to all current TAS, ADA requirements, and in accordance with this section, and if there is a conflict among those standards, the more stringent shall govern. The maximum running grade (longitudinal slope) of the sidewalk shall not exceed 55 unless approved by the City Engineer. The maximum cross-fall (cross slope) of the sidewalk shall not exceed 2%.

These sidewalks shall conform to the following standards:

- 1) Zoning Classification Requiring Sidewalks: Concrete sidewalks designed and located according to City standards shall be constructed along all streets in all zoning classifications except agricultural zoning. The Owner shall build sidewalks at the time of site development. Should it be impractical to install the sidewalk at the time, funds for the sidewalk construction shall be placed in escrow with the City for use at the time when sidewalks are needed. Payment or escrow shall be made at the time of site plan or final plat approval.
- 2) Residential Areas (Single Family, Two Family and Multi-Family): Sidewalks shall be 5-feet in width and located 2-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 5-feet in width and constructed adjacent to the back of curb.
- 3) Non-residential Areas: Sidewalks shall be 6-feet in width and located at least 2-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 6-feet

in width and constructed adjacent to the back of curb.

- 4) Exceptions: In areas where mailboxes and other structures interfere with a clear width of 5-feet for the sidewalk, the specified width shall be wrapped around and along one side of the mailbox or other structure.
- 5) Waiver: The sidewalk required in non-residential areas may be waived by the City Council either temporarily or permanently at the time of site plan or final plat approval. Waiver may be granted based on site conditions and/or location of the tract.
- 6) Areas Without Screening Walls: In areas on major and secondary roadways where either screening is not required or a type of screening other than a wall is used, (e.g., a berm, foliage, etc.) a 5-foot sidewalk will be constructed not more than 2-feet from the back of the curb line or the edge of pavement and the adjacent property line as required by the Thoroughfare Plan.
- 7) Areas with Screening Walls: In areas where a screening wall is provided, a concrete sidewalk shall be constructed contiguous with the screening wall. The street side of the sidewalk shall run parallel to the street curb. The sidewalk shall be a minimum of 5-feet wide and the measurement shall be made from the street side of the sidewalk.
- 8) Sidewalk on Bridges: Bridges on thoroughfares shall have a sidewalk constructed on each side of the bridge. The sidewalk shall be a minimum of 6-feet wide with a parapet wall provided adjacent to the curb of the thoroughfare and with a standard pedestrian bridge rail protecting the sidewalk on the outside edge of the bridge.
- 9) Sidewalks Under Bridges: When new bridges are built as part of the construction of a roadway or the reconstruction of a roadway and a pedestrian crossing is needed a 1-foot sidewalk will be built as a part of the embankment design underneath the bridge structure. The 10-foot sidewalk shall be located generally along the toe of the embankment.
- B. BARRIER-FREE RAMPS (Compliance shall be with the Americans with Disabilities Act)
 - Curbs and walks constructed at intersections or all streets and thoroughfares must comply with the provisions of the Americans with Disabilities Act and be constructed in a manner to be easily and safely negotiated by physically challenged persons.

SECTION VII PUBLIC RIGHT-OF-WAY VISIBILITY

A. STREET/DRIVE INTERSECTION VISIBILITY OBSTRUCTION TRIANGLES-FRONTAGE PLAN/PROFILE

A landscape plan showing the plan/profile of the street on both sides of each proposed drive/street to the proposed development with the grades, curb elevations, proposed street/drive locations, and all items (both natural and man-made0 within the visibility triangles as prescribed below shall be provided with all site plans, if they are not on engineering plans that are submitted at the same time. This profile shall show no horizontal or vertical restrictions (either existing or future) within the areas defined below.

- (1) Obstruction/Interference Triangles-Defined
 No fence, wall, screen, billboard, sign, structure, foliage, hedge, tree, bush, shrub, berm, or any other item, either man-made or natural shall be erected, planted, or maintained in a position, which will obstruct or interfere with the following minimum standards.
 - a) Vision at all intersections where streets intersect at or near right angles shall be clear at elevation between 2-feet and 9-feet above the average gutter elevation, except single trunk trees, within a triangular area formed by extending the two curb lines from their point of intersection, 45-feet, and connecting these points with an imaginary line, thereby making a triangle. If there are no curbs existing, the triangular area shall be formed by extending the property lines from their point of intersection 30-feet and connecting these points with an imaginary line, thereby making a triangle. (see Figure 11)

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Update regarding Farmersville Independent School District.
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss, and act upon appointing a citizen to the Board of Directors for the Central Appraisal District of Collin County.
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	Letter from Collin County
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action



Collin Central Appraisal District

August 14, 2017

AUG 2 1 2017

Appraisal Fax 469-742-9205

469-742-9209

Admin Fax

Sandra Green, City Secretary City of Farmersville 205 South Main St Farmersville, TX 75442

RE: Election of Collin Central Appraisal District Board of Directors

Dear Ms. Green:

In accordance with the Texas Property Tax Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. If a taxing unit has zero votes to cast in the election, as shown below, they are still entitled to nominate candidates for the board.

Your nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be delivered to the Chief Appraiser by October 14, 2017. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Please be advised that the City of Farmersville will have 3 votes to cast in the election of the Board of Directors for the Central Appraisal District of Collin County. At the conclusion of the nominating process we will send each voting taxing unit, with at least one vote to cast, a ballot with voting instructions.

The District's Board of Directors serve two year terms, beginning January 1, 2018.

Sincerely,

Bo Daffin Chief Appraiser

Enclosure



Collin Central Appraisal District

DIRECTOR QUALIFICATIONS

An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office.

A person may serve on the governing body of a taxing unit in the appraisal district that is; a city councilman, school board trustee, county commissioner, or other board member, and still be eligible to serve as a director. The common-law doctrine of incompatibility (holding offices that have conflicting demands on the holder) does not prohibit the same person from holding both offices. There is no limit to the number of elected officials that may serve on the board.

An employee of a taxing unit within the appraisal district may not serve as a director. The only time that a taxing unit's employee may serve is if that employee is also an elected official or member of the governing body. For example, a city councilman who is employed as the school business manager may serve as a director.

A person may not serve as a director if he or she is related to someone who appraises property for use in proceedings before the appraisal review board or in subsequent court proceedings, or represents property owners in such proceedings.

A person may not serve on the board of directors if that person has a substantial interest in a business entity which has a contract with the appraisal district or, in the case of a taxing unit, has a contract related to the performance of an activity governed by the Tax Code. (Example- a partner in a law firm engaged in collecting delinquent taxes for a taxing unit.)

In considering individuals to serve as directors, taxing units should look for expertise in such areas as accounting, finance, management, personnel administration, contracts, computers, real estate, or taxation.

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Review and compare tax rate to other cities within the area.
То	Mayor and Council Members
From	Ben White, City Manager
Date	September 12, 2017
Attachment(s)	None, slide will be provided at the meeting.
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

VII. Requests to be Placed on Future Agendas

VIII. Adjourment