

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2017-1010-003 regarding an update to the Master Fee Schedule for a water rate increase to reflect the increases from the North Texas Municipal Water District (NTMWD) for the wholesale rate.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	Ordinance #O-2017-1010-003
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE # O-2017-1010-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-2, "WATER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-2 THAT IS ALSO ENTITLED "WATER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF WATER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, 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 Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to modify the rates charged for water service both inside and outside the City's corporate limits to reflect changes in wholesale rates charged to the City by the North Texas Municipal Water District.

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

SECTION 1: AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-2, "WATER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-2 THAT IS ALSO ENTITLED "WATER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF WATER

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, "Electricity, Water, Sewer, and Refuse," by deleting Section 2-2, entitled "Water Service Fees," in its entirety and replacing said section with a new Section 2-2 that is also entitled "Water Service Fees" to read as follows:

“Section 2-2. Water Service Fees.

Inside City Limits	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	13.60
1 Inch	21.80
1 1/2 Inch	42.32
2 Inch	66.93
3 Inch	75.14
4 Inch	206.43
6 Inch	411.57
Volumetric Charge	Rate
1,001 to 10,000 Gallons	6.74
10,001 to 20,000 Gallons	8.59
In Excess of 20,000 Gallons	10.42
Outside City Limits Customers	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	23.80
1 Inch	38.15
1 1/2 Inch	74.06
2 Inch	117.13
3 Inch	131.50
4 Inch	361.25
6 Inch	720.25
Volumetric Charge	Rate
1,001 to 10,000 Gallons	11.80
10,001 to 20,000 Gallons	15.03
In Excess of 20,000 Gallons	18.24

SECTION 2. SEVERABILITY CLAUSE

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 3. REPEALER CLAUSE

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first reading and only reading on the 10th day of October, 2017 at a properly noticed 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 10th DAY OF OCTOBER, 2017.

APPROVED:

BY: _____
Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

**CITY OF FARMERSVILLE
ORDINANCE 0-2017-0613-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-76, "WATER SERVICE CHARGES," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 74-76, ALSO ENTITLED "WATER SERVICE CHARGES," AS PROVIDED HEREIN BELOW; THROUGH THE AMENDMENT OF APPENDIX "A," "MASTER FEE SCHEDULE," OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-2, ENTITLED "WATER SERVICE FEES," TO MODIFY THE RATES FOR CITY CUSTOMERS; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, 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 Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to allow for a reduction in rates for outside city limits customers as provided herein-below;

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

SECTION 1. INCORPORATION OF FINDINGS

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. AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-76, "WATER SERVICE CHARGES," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 74-76, ALSO ENTITLED "WATER SERVICE CHARGES," AS PROVIDED HEREIN BELOW.

From and after the effective date of this Ordinance, Section 74-76, "Water Service Charges," is hereby amended by deleting said Section in its entirety and replacing it with a new Section 74-76, also entitled "Water Service Charges," to read as follows:

- (a) *Customers inside city limits.* There shall be charged and collected each month by the city from the consumers of water service on property situated within the corporate limits of the city, the fees and charges, including tap fees, as established from time to time by the master fee schedule as contained in appendix A of this Code.
- (b) *Customers outside the city limits.* There shall be charged and collected each month by the city from the consumers of water service on property situated outside the corporate limits of the city, the fees and charges, as established from time to time by the master fee schedule as contained in appendix A of this Code.

SECTION 3. AMENDING APPENDIX "A," "MASTER FEE SCHEDULE," OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-2, ENTITLED "WATER SERVICE FEES," TO MODIFY THE RATES FOR CITY CUSTOMERS.

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended through the amendment of Article II, "Electricity, Water, Sewer, and Refuse," by amending Section 2-2, entitled "Water Service Fees," to modify the rates for city customers such that Section 2-2 entitled "Water Service Fees" hereafter reads as follows:

"Sec. 2-2. Water Service Fees.

WATER SERVICE – MONTHLY FEES	
Inside City Limits:	
Meter Size	Rate (includes 1,000 gallons)
¾ inch or less	\$13.35
1 inch	\$21.55
1 ½ inch	\$42.07
2 inch	\$66.68
3 inch	\$74.89
4 inch	\$206.18
6 inch	\$411.32
Volume	Rate (per 1,000 gallons)
1,001 to 10,000 gallons	\$6.49
10,001 to 20,000 gallons	\$8.34
In excess of 20,000 gallons	\$10.17

[Remainder of page intentionally left blank.]

Outside City Limits: Residential or Commercial Customers of Record Prior to 1985	
Meter Size	Rate (includes 1,000 gallons)
¾ inch or less	\$20.03
1 inch	\$32.33
1 ½ inch	\$63.11
2 inch	\$100.02
3 inch	\$112.34
4 inch	\$309.27
6 inch	\$616.98
Volume	Rate (per 1,000 gallons)
1,001 to 10,000 gallons	\$9.74
10,001 to 20,000 gallons	\$12.51
In excess of 20,000 gallons	\$15.26

WATER SERVICE – MONTHLY FEES	
Outside City Limits	
Meter Size	Rate (includes 1,000 gallons)
¾ inch or less	\$23.36
1 inch	\$37.71
1 ½ inch	\$73.62
2 inch	\$116.69
3 inch	\$131.06
4 inch	\$360.82
6 inch	\$719.81
Volume	Rate (per 1,000 gallons)
1,001 to 10,000 gallons	\$11.36
10,001 to 20,000 gallons	\$14.60
In excess of 20,000 gallons	\$17.80

Outside City

Multiplier June 2017 = 1.75

Multiplier June 2018 = 1.50

Multiplier June 2019 = 1.30

SECTION 4. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

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. SEVERABILITY

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

SECTION 7. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 9. 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 10. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first and final reading on the 13th day of June, 2017, 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 Pro Tem on the date set out below.

APPROVED THIS 13th day of June, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

OLD ORDINANCE

Agenda Section	Reading of Ordinances
Section Number	VI.B
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2017-1010-004 regarding the adoption of the Thoroughfare Standards Design Manual.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	Ordinance #O-2017-1010-004
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE #2017-1010-004**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS ADOPTING THE CITY OF FARMERSVILLE THOROUGHFARE STANDARDS DESIGN MANUAL, OCTOBER 2017 EDITION, TO AMEND, UPDATE AND REPLACE THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL, JUNE 2007 EDITION IN ITS ENTIRETY, SUCH THAT ALL DEVELOPMENT SHALL CONFORM TO THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL, OCTOBER 2017 EDITION; AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY THE AMENDMENT OF SECTION 65-5, ENTITLED "ADOPTION OF PLANS AND DESIGN MANUALS," TO REFLECT THE ADOPTION OF THE OCTOBER 2017 EDITION OF THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Farmersville, Texas Thoroughfare Standards Design Manual was last updated in 2007; and

WHEREAS, the City desires to update and replace the existing City of Farmersville Thoroughfare Standards Design Manual; and

WHEREAS, The City of Farmersville Thoroughfare Standards Design Manual, October 2017 Edition, will comply with the latest federal and state levels of design, and are more consistent with standards currently utilized throughout the Dallas/Ft. Worth metroplex; and

WHEREAS, The City of Farmersville Thoroughfare Standards Design Manual, October 2017 Edition, will be a better source of information for engineers and consultants; and

WHEREAS, The City of Farmersville Thoroughfare Standards Design Manual, October 2017 Edition, should reduce the time City staff spends with engineers and developers in the design review process; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of The City of Farmersville Thoroughfare Standards Design Manual, October 2017 Edition, by and through this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to update and replace the existing City of Farmersville Thoroughfare Standards Design Manual, June 2007 Edition, with The City of Farmersville Thoroughfare Standards Design Manual, October 2017 Edition.

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

SECTION 1. INCORPORATION OF FINDINGS

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. ADOPTION OF THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL, OCTOBER 2017 EDITION, TO AMEND, UPDATE AND REPLACE THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL, JUNE 2007 EDITION, IN ITS ENTIRETY

From and after the effective date of this Ordinance The City of Farmersville, Texas Thoroughfare Standards Design Manual, October 2017 Edition, a true copy of which is on file with the City Secretary's Office and incorporated herein by reference for all purposes allowed by law the same as if fully copied herein, shall amend, update and replace the City of Farmersville, Texas Thoroughfare Standards Design Manual, June 2007 Edition, in its entirety.

SECTION 3. ALL DEVELOPMENT SHALL CONFORM TO THE CITY OF FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS DESIGN MANUAL, OCTOBER 2017 EDITION

From and after the effective date of this Ordinance, The City of Farmersville, Texas Thoroughfare Standards Design Manual, October 2017 Edition, establishes the minimum standards with which any developer or property owner filing an application to develop land and/or developing land within the City or its extraterritorial jurisdiction shall conform.

SECTION 4. AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY THE AMENDMENT OF SECTION 65-5, ENTITLED "ADOPTION OF PLANS AND DESIGN MANUALS,"

**TO REFLECT THE ADOPTION OF THE CITY OF
FARMERSVILLE, TEXAS THOROUGHFARE STANDARDS
DESIGN MANUAL, OCTOBER 2017 EDITION**

From and after the effective date of this Ordinance, Section 65-5 of the Farmersville Code is hereby amended to read as follows:

**"Sec. 65-5. - Adoption of plans and design
manuals.**

A. The city has adopted the:

- (1) Future Land Use Plan dated November 8, 2005;
- (2) Future Infrastructure Plan dated November 8, 2005;
- (3) City of Farmersville, Texas Manual for the Design of Storm Drainage Systems dated February 13, 2007;
- (4) City of Farmersville, Texas Manual for the Design of Water and Sanitary Sewer Lines dated February 13, 2007;
- (5) City of Farmersville, Texas Standard Construction Details, October 2016 Edition ("Standard Construction Details"); and
- (6) City of Farmersville, Texas Thoroughfare Standards Design Manual, October 2017 Edition; and
- (7) Master Thoroughfare Plan Adopted September 12, 2006.

The designs and manuals referenced above in subparagraph nos. (3), (4) and (6) are referred to collectively as Design Manuals. True copies of the foregoing Design Manuals, Standard Construction Details and various Plans are incorporated herein by reference for all purposes allowed by law, the same as if fully copied herein.

B. Notwithstanding the provisions of Section 65-9, "Pending applications," of this Code, all applications for plat approval, including final plats and record plats, shall conform to the foregoing Design Manuals, Standard Construction Details and/or Plans save and except only to the extent

that the application of such regulations are not exempt under Section 245.004 of the Texas Local Government Code. If the applications for plat approval, including final plats and record plats, for a particular project have not lapsed or are not dormant and qualify for consideration under Sections 245.002 and 245.003 of the Texas Local Government Code, such plat applications shall be reviewed under the regulations in effect immediately preceding the effective date of the ordinance from which the individually referenced Design Manuals, Standard Construction Details or Plans is derived. However, a property owner may opt, at the owner's sole discretion, that such a plat instead be reviewed under the then current Design Manuals, Standard Construction Details and/or Plans referenced."

SECTION 5. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6. 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 7. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment

or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 9. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 10. 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 11. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

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PASSED on first reading on the 10th day of October, 2017, and the second reading on the _____ day of _____, 2017, at properly scheduled meetings 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 _____ DAY OF _____, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

VII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider, discuss and act upon Resolution #R-2017-1010-001 regarding the sale of surplus items for the Public Works Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	Resolution #R-2017-1010-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-1010-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.**

WHEREAS, the Farmersville Public Works Department of the City of Farmersville has the following items of personal property that are surplus and not required for the City's foreseeable needs:

- One (1) Ex-Mark Mower LAS28KA604 Serial #681507
- Five (5) Backhoe Buckets Caterpillar 1-18", 1-12", Case 1-24", 1-18", 1-12"

WHEREAS, the staff recommends the described items above be declared surplus property and sold at auction with the net proceeds from the sale of these items being placed in the Public Works Department's Fund;

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property at auction and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Public Works Department's Fund.

Section 3: EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED this the 10th day of October, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon Resolution #R-2017-1010-002 regarding the sale of surplus items for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	Resolution #R-2017-1010-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-1010-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.**

WHEREAS, the Farmersville Police Department of the City of Farmersville has the following items of personal property that are surplus and not required for the City's foreseeable needs:

Quantity	Make	Model	Serial Number	Description	Condition
1	Motorola, XTS2500	H46UCD9PW5BN	205CLT7333	Motorola, XTS2500 portable radio. Model 1.5 800 Mhz, Analog type II trunking & P25 phase 1 capable. Flashcode 500098-001488-1	Working when removed from service
3	Motorola, XTS2500	H46UCD9PW6BN	205CMG2323, 205CMG2300, 205CKF0535	Motorola, XTS2500 portable radio. Model 2 800 Mhz, Analog type II trunking & P25 phase 1 capable. Flashcode 500018-000488-0	Working when removed from service
2	Motorola, XTS2500	H46UCH9PW6BN	205CNV2300, 205CMV3987	Motorola, XTS2500 portable radio. Model 2 800 Mhz, Analog type II trunking & P25 phase 1 capable. Flashcode 500098-001488-1	Working when removed from service
3	Motorola, XTS2500	H46UCH9PW7BN	270CJ20671, 270CHZ2865M, 270CJ20341	Motorola, XTS2500 portable radio. Model 3 800 Mhz, Analog type II trunking & P25 phase 1 capable. Flashcode 501098-001488-9	Working when removed from service
2	Motorola, XTL2500	M21URM9PW1A N	514CMV1046, 514CLZ1539	Motorola, XTL2500 Dash Mount mobile radio. 800 Mhz, Analog type II trunking & P25 phase 1 capable. Flashcode 100088-001480-0	Working when removed from service
3	Motorola, XTL2500	M21URM9PW2A N	514CHT2219, 514CHT2218, 514CHT2210	Motorola, XTL2500 Remote Mount mobile radio. 800 Mhz & Analog type II trunking capable. Flashcode 409008-002000-1	Working when removed from service

WHEREAS, the staff recommends the described items above be declared surplus property and sold at auction with the net proceeds from the sale of these items being placed in the Police Department's Fund;

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property at auction and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Police Department's Fund.

Section 3: EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED this the 10th day of October, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon the desire of the Northeast Texas Trail Association to set up a meeting to discuss creation of a State Park.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon the North Central Texas Council of Governments (NCTCOG) and TxDOT activity concerning new the Collin County Transpiration Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	Power Point presentation
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

LOCAL GOVERNMENT COORDINATION MEETING

September 29, 2017

Plano Municipal Center - Senator Florence Shapiro Council Chambers
Plano, Texas



North Central Texas Council of Governments

COLLIN COUNTY
STRATEGIC ROADWAY PLAN
CONSIDERATIONS FOR EXPEDITED IMPLEMENTATION



WELCOME + INTRODUCTIONS

NCTCOG STAFF

Michael Morris, P.E. – Director of Transportation

Dan Lamers, P.E. – Senior Program Manager

Jeff Neal – Program Manager

Chris Reed – Senior Transportation Planner

UPDATED

ROADWAY ACTION PLAN FOR COLLIN COUNTY

Corridor 1 (Near Term): US 75

- Widening in Allen
- Ridgeview Drive Interchange
- PGBT Interchange Ramp Improvement
- Technology Lane

Corridor 2 (Near Term): Collin County Outer Loop

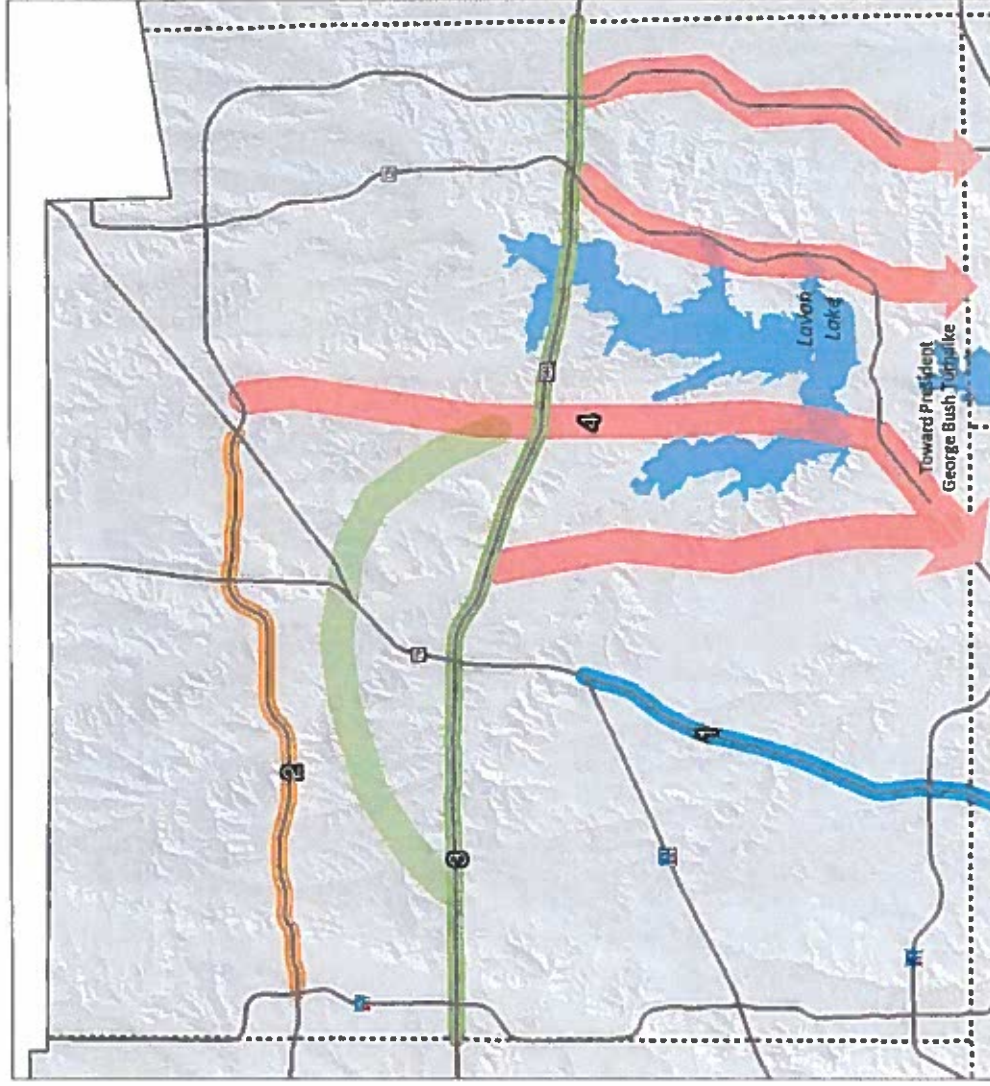
- Staged construction of frontage roads

Corridor 3 (Near Term): US 380

- Countywide Study
- McKinney Bypass

Corridor 4 (Longer Term): Collin County Strategic Transportation Initiative

- Study of non-tolled north/south roadway needs and opportunities

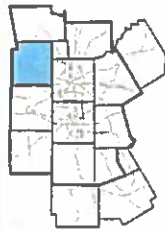


SUMMARY OF NORTH/SOUTH SCENARIOS

COLLIN COUNTY

Collin County Strategic Roadway Plan
North/South Roadway Opportunities

DRAFT DOCUMENT

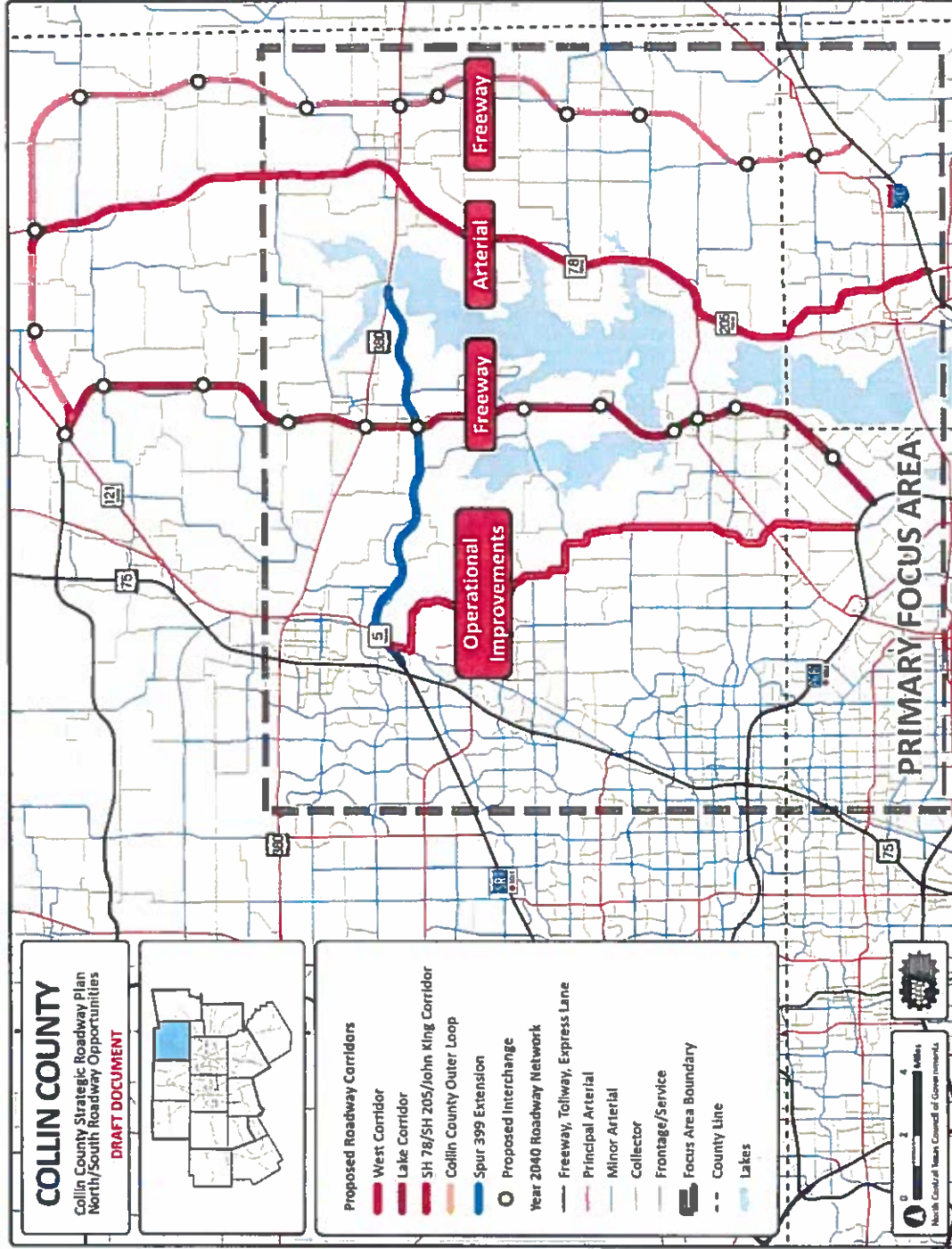


Proposed Roadway Corridors

- West Corridor
- Lake Corridor
- SH 78/SH 205/John King Corridor
- Collin County Outer Loop
- Spur 399 Extension

- Proposed Interchange
- Year 2040 Roadway Network

- Freeway, Tollway, Express Lane
- Principal Arterial
- Minor Arterial
- Collector
- Frontage/Service
- Focus Area Boundary
- County Line
- Lakes



0 2 4 Miles
North Arrow
North Central Texas Council of Governments

PRIMARY FOCUS AREA

Freeway

Arterial

Freeway

Operational Improvements

COLLIN COUNTY

Collin County System 2
Magnitude of Volume Change

DRAFT DOCUMENT



Daily Volume Decrease
(Linewidth is proportional to
decrease in daily volume)

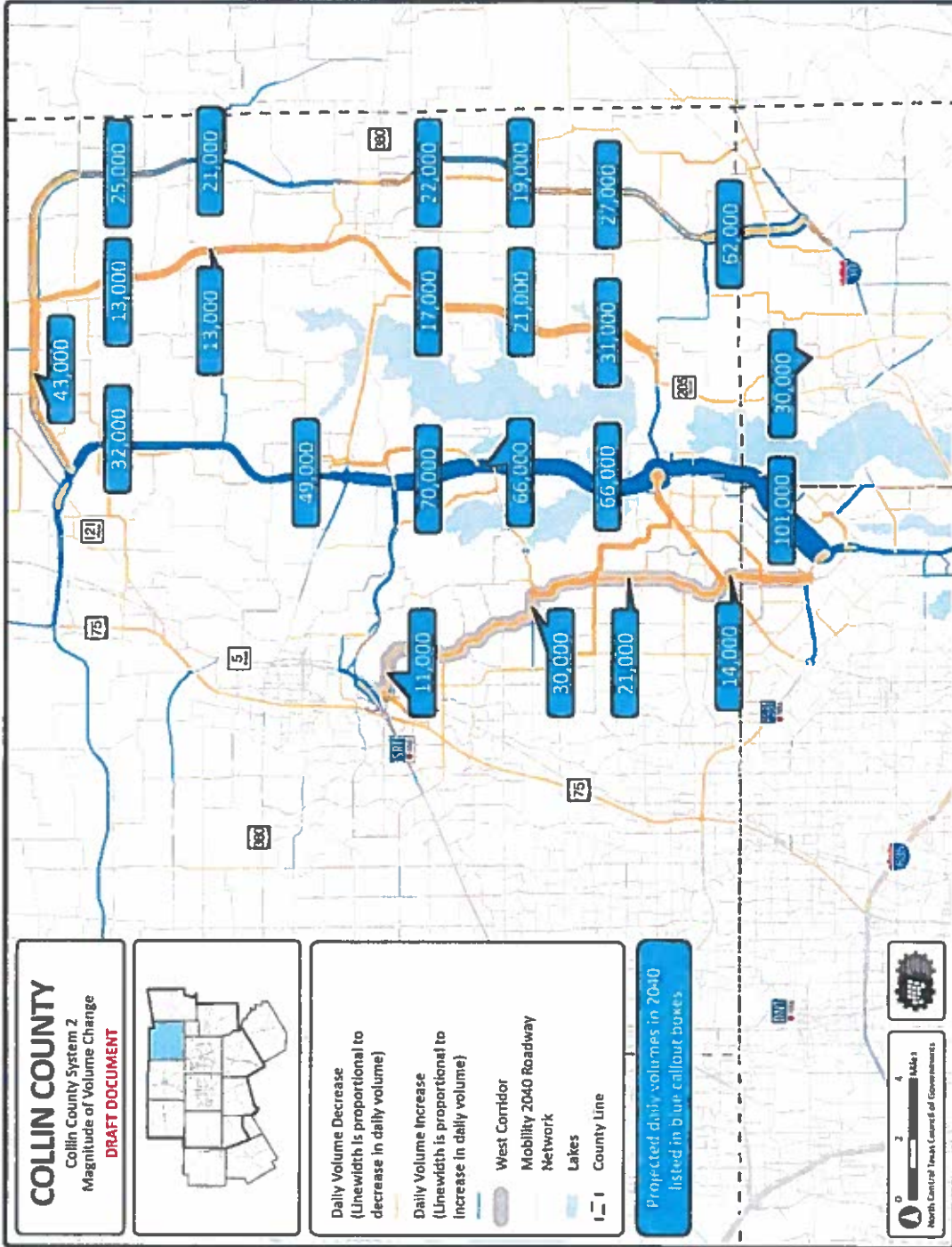
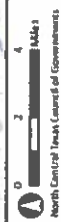
Daily Volume Increase
(Linewidth is proportional to
increase in daily volume)

West Corridor
Mobility 2040 Roadway
Network

Lakes

County Line

Projected daily volumes in 2040
listed in blue callout boxes



COLLIN COUNTY STRATEGIC ROADWAY PLAN

FREEWAY OPTION PERFORMANCE COMPARISON (NORTH/SOUTH)*

COLLIN COUNTY		Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Miles of Travel (VMT)		1%	0%	0%
Vehicle Hours of Travel (VHT)		-2%	-6%	-6%
Average Speed		3%	6%	7%
Traffic Control Delay (Hours)		-1%	-4%	-4%
Congestion Delay (Hours)		-5%	-14%	-16%
ROCKWALL COUNTY		Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Miles of Travel (VMT)		0%	1%	3%
Vehicle Hours of Travel (VHT)		-3%	-6%	-6%
Average Speed		3%	7%	9%
Traffic Control Delay (Hours)		-6%	-5%	-9%
Congestion Delay (Hours)		-7%	-18%	-19%

*compared to CCSRP baseline

SUMMARY OF FINDINGS (UPDATED FROM JUNE 1ST MEETING)

1. US 75 must be solved independently.
2. Computer simulation supports theoretical spacing of facilities.
3. Spur 399 Extension should get significant consideration. Focus on expediting engineering services for TxDOT.
4. West Corridor to be advanced through operational improvements and targeted capacity enhancement per local thoroughfare plans.
5. Lake Corridor alignment should be considered as a staged freeway (with parkway design). Evaluate reversible facility.
6. SH 78/SH 205/John King should continue to be advanced as a thoroughfare (US 380 to IH 30) and proceed through environmental process.
7. Collin County Outer Loop should continue to advance as a staged freeway.
8. N/S corridor roadway system should be (west to east starting at US 75): **freeway/operational improvements/freeway/thoroughfare/freeway.**

SUMMARY OF EAST/WEST SCENARIOS

COLLIN COUNTY

SH 78 Spur
Magnitude of Volume Change
DRAFT DOCUMENT



Daily Volume Decrease
(Line width is proportional to decrease in daily volume)

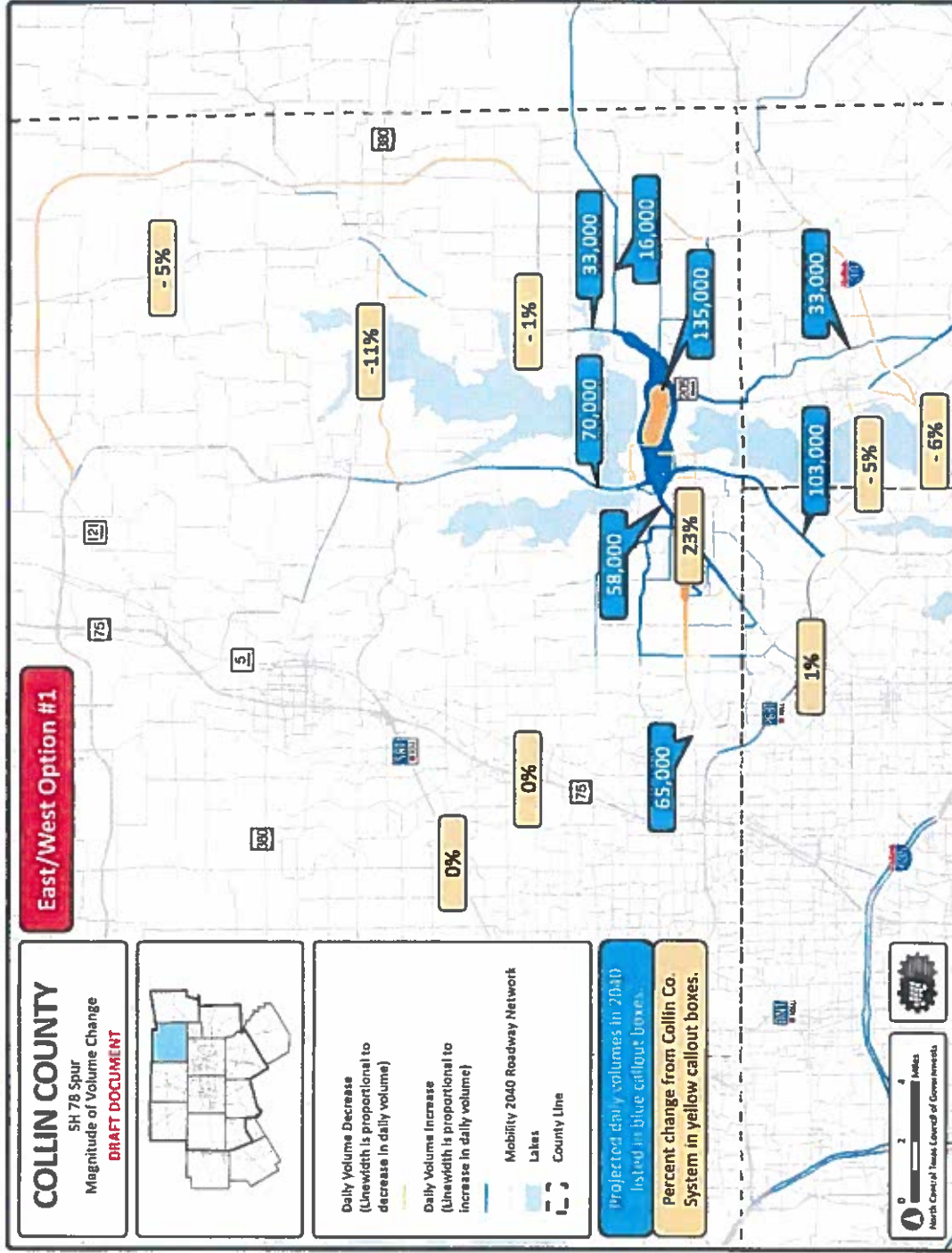
Daily Volume Increase
(Line width is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

Projected daily volumes in 2040
listed in blue callout boxes.

Percent change from Collin Co.
System in yellow callout boxes.

East/West Option #1



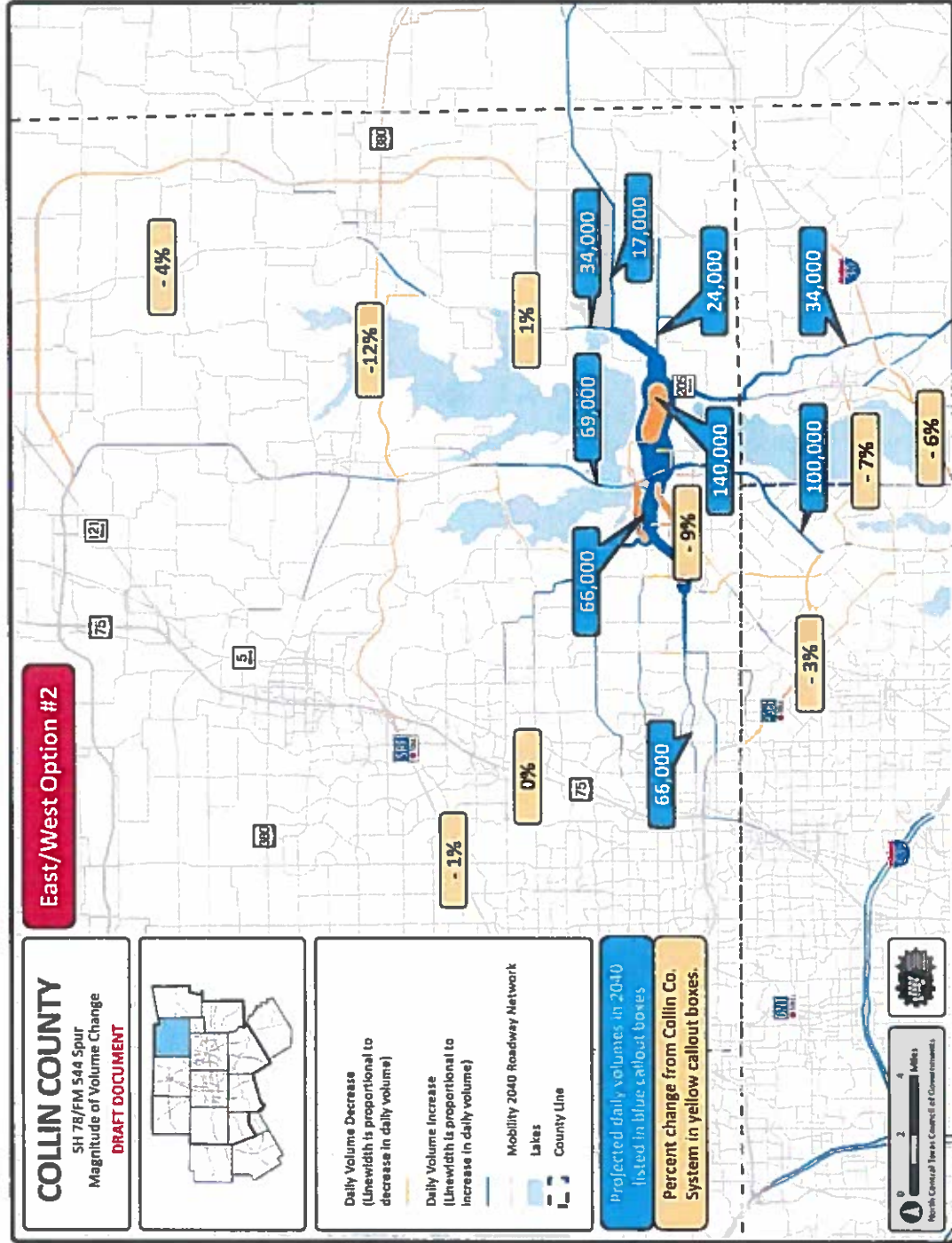
SH 78/FM 544 Spur
Magnitude of Volume Change

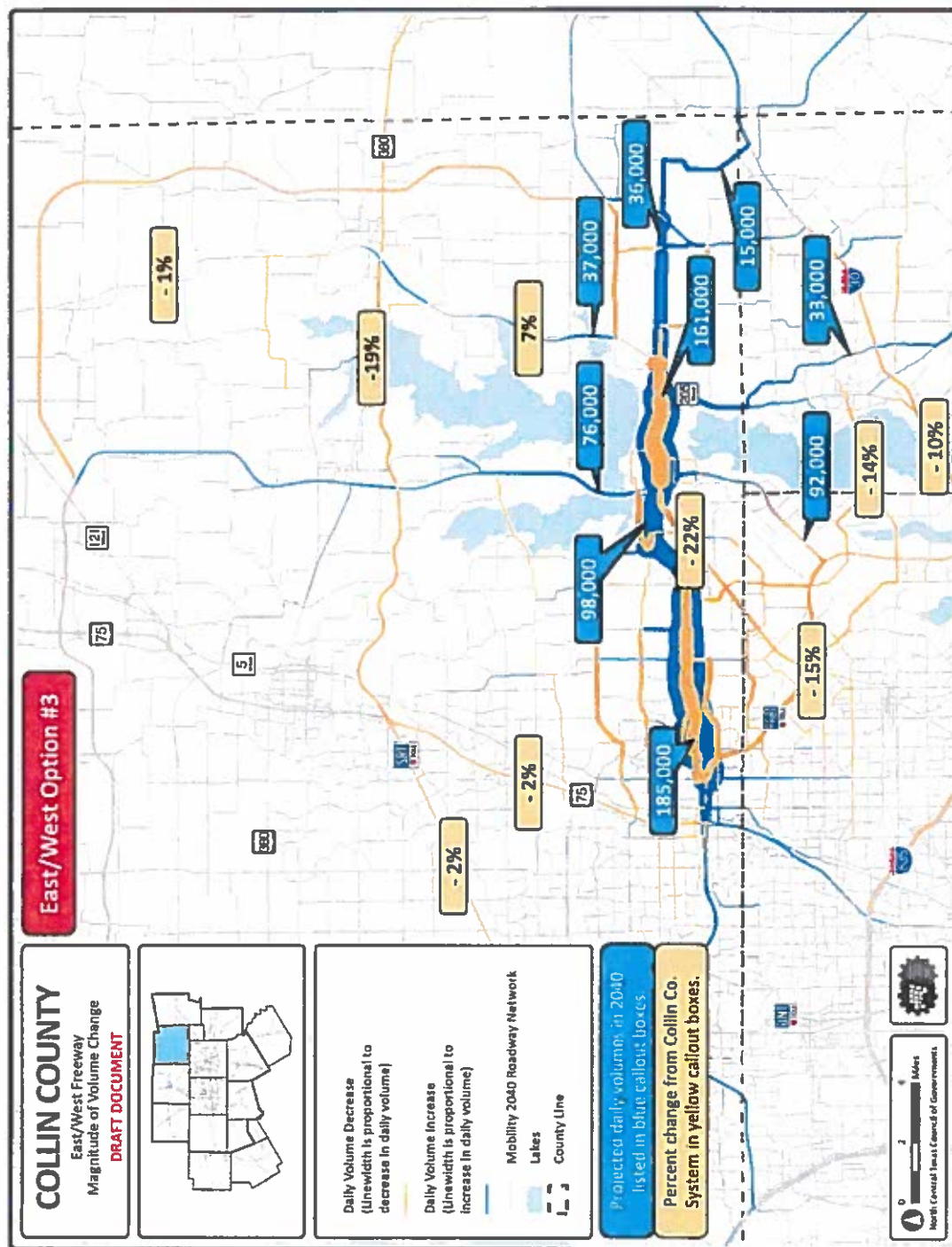
A map of the United Kingdom with the study area highlighted in blue in the north-west corner.

Daily Volume Increase
(line width is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

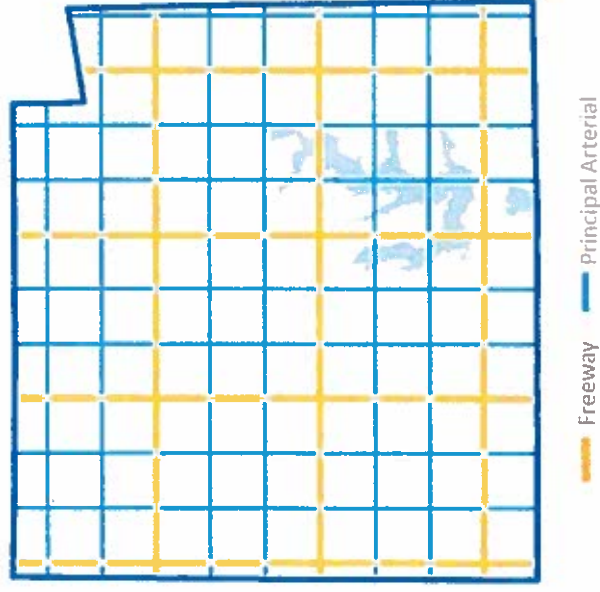
Projected daily volumes in 2040 listed in blue callout boxes. Percent change from Collin Co. System in yellow callout boxes.



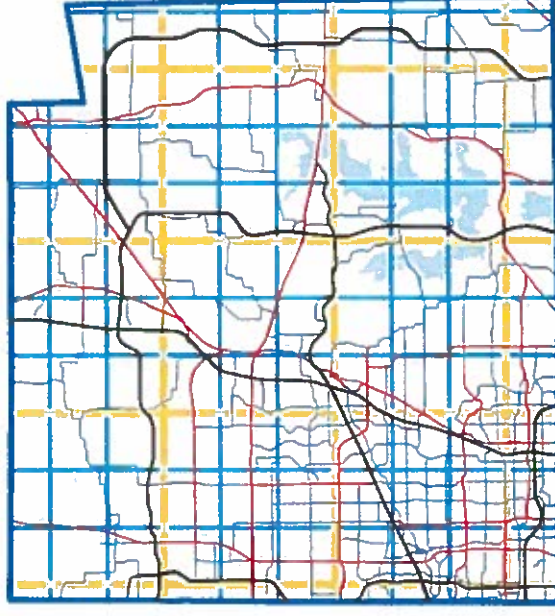


FACILITY SPACING IN COLLIN COUNTY

Theoretical Facility Spacing
(Freeways ≈ 10 mi.,
Principal Arterials $\approx 2-5$ mi.)



Theoretical Facility Spacing
overlaid on Year 2040
Collin County System Roadway Network



CCSRP: Addressing Network Gaps

US 75 – SH 205

Lack of East – West
Thoroughfare
Continuity



Continuous Thoroughfares

Discontinuous Thoroughfares

Renner Road Extension

Murphy Road to
McCreary Road
(Impacts to Local
Streets & Residential
Properties)



Renner Road Extension

Hensley Lane/
Alanis Drive
Connection
(w/ SH 78 Grade
Separation & Access
via Sanden Boulevard)



Local Street Removal

CCSRP:

"E - W Max
Thoroughfare"
Alternative
Concept

Option #4A:
Renner/John King
Bridge

4/6-Lane
Thoroughfare
Recommendations
(Murphy/Rowlett/
Sachse/Wylie Area)



Options #4A/#4B - Other Major Thoroughfares
(not pictured on this/next page):

4 lanes (new) -

1. Chaparral Road (Chase Oaks Drive to SH 5)
2. FM 548 (SH 276 to SH 205)
3. Naaman Forest Road (Campbell Road to North Garland Road)
4. Naaman Forest Road/Naaman School Road (North Garland Road to SH 78)

6 lanes -

1. Arapaho Road (Jupiter Road to Belt Line Road)
2. Campbell Road (PG&T to Murphy Road)
3. Park Boulevard/Betsy Lane (Shiloh Road to McCreary Road)

Lake Corridor

CCSRP Baseline Thoroughfare

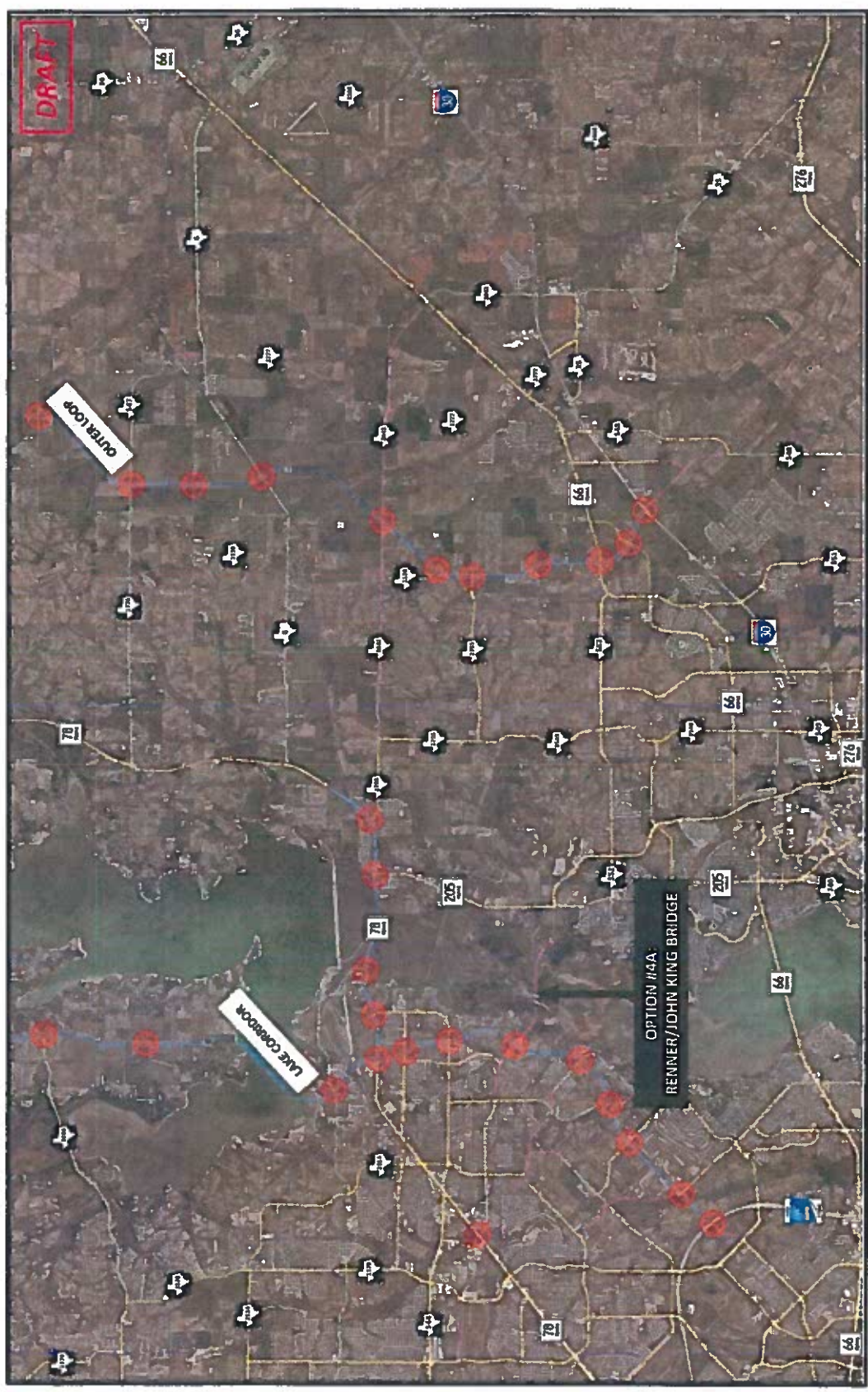
Widen Existing Thoroughfare

New-Location Thoroughfare

Grade Separation/Interchange

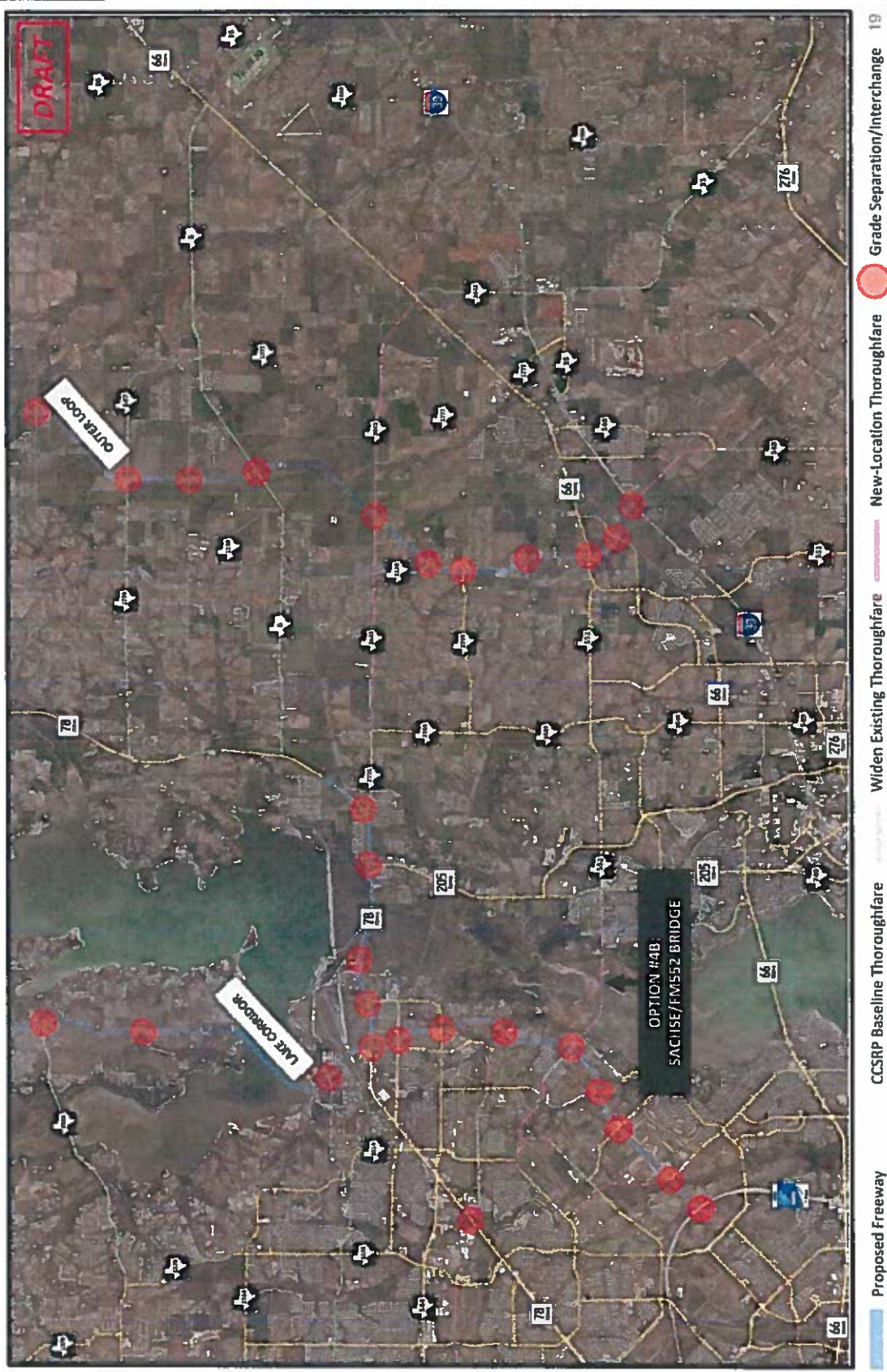
**CCSRP:
"E – W Max
Thoroughfare"
Alternative
Concept
Option #4A:
Renner/John King
Bridge**

4/6-Lane
Thoroughfare
Recommendations
(SE Collin/NE Dallas/
SW Hunt/N Rockwall
Counties)



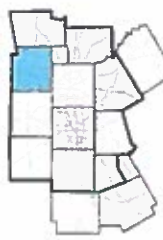
**CCSRP:
"E – W Max
Thoroughfare"
Alternative
Concept
Option #4B:
Sachse/FM 552
Bridge**

**4/6-Lane
Thoroughfare
Recommendations
(SE Collin/NE Dallas/
SW Hunt/N Rockwall
Counties)**



COLLIN COUNTY

East/West Option 4A
Magnitude of Volume Change
DRAFT DOCUMENT



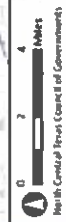
Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

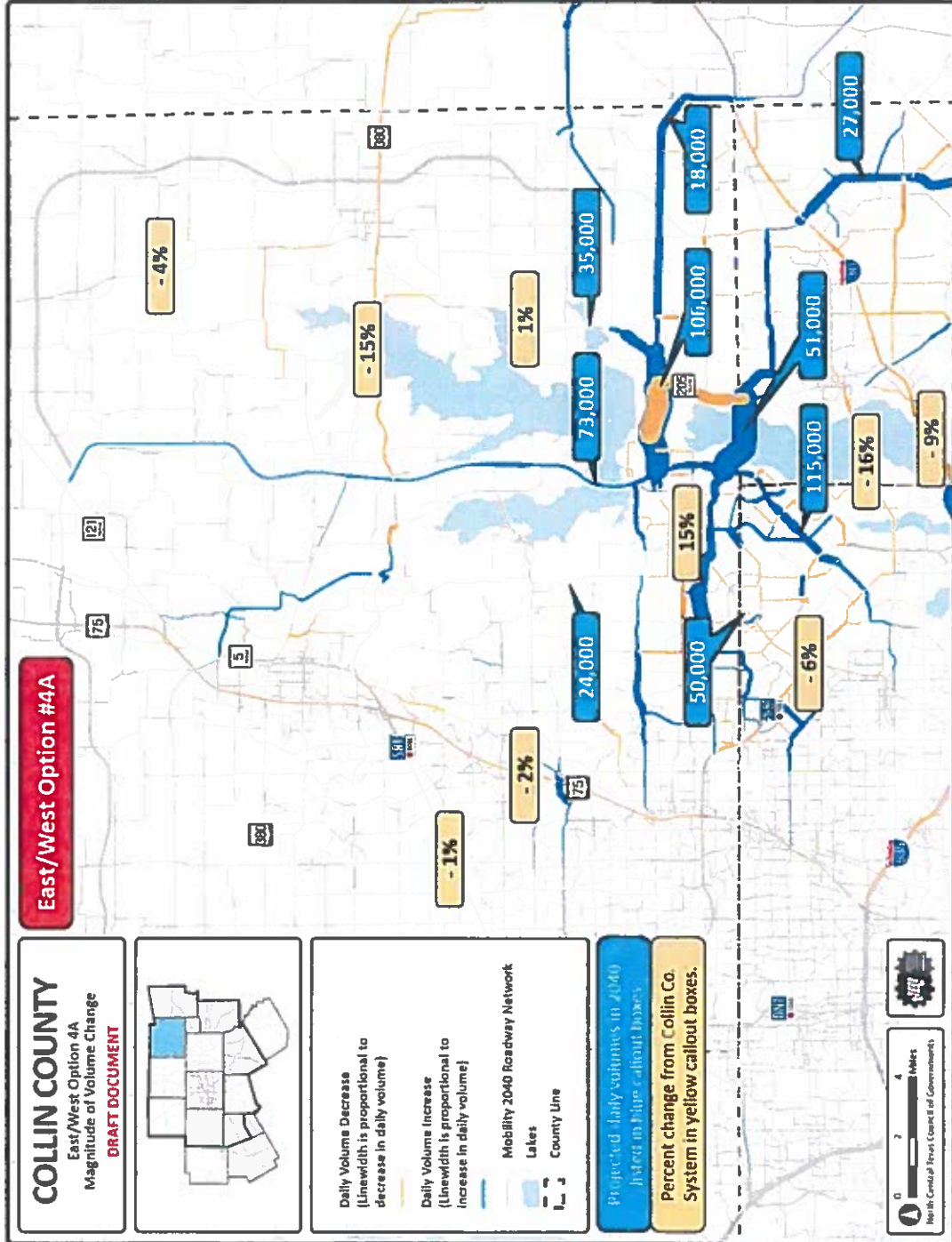
Projected daily volumes in 2040
listed in blue callout boxes

Percent change from Collin Co.
System in yellow callout boxes.



North Central Texas Council of Governments

East/West Option #4A

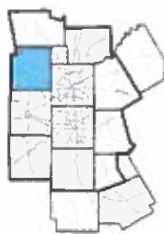


Computer Simulation Performance Comparison*	N/S System	N/S System + E/W Option #3	N/S System + E/W Option #4
COUNTY			
VMT =	Vehicle Miles or Travel		
VHT =	Vehicle Hours of Travel		
Avg. Speed =	Average Speed		
Control Delay =	Traffic Control Delay		
Cong. Delay =	Congestion Delay		
COLLIN COUNTY			
VMT	0%	3%	1%
VHT	-6%	-8%	-8%
Avg. Speed	7%	11%	10%
Control Delay	-4%	-7%	-5%
Cong. Delay	-16%	-22%	-23%
DALLAS COUNTY			
VMT	0%	-1%	0%
VHT	0%	-2%	-1%
Avg. Speed	1%	1%	1%
Control Delay	-1%	-2%	-1%
Cong. Delay	-1%	-4%	-4%
HOCKESS COUNTY			
VMT	3%	0%	-3%
VHT	-6%	-15%	-18%
Avg. Speed	9%	18%	19%
Control Delay	-9%	-13%	-12%
Cong. Delay	-19%	-46%	-51%
HUNT COUNTY			
VMT	-2%	-2%	-2%
VHT	-3%	-3%	-4%
Avg. Speed	1%	2%	2%
Control Delay	-2%	-4%	-1%
Cong. Delay	-8%	-12%	-16%
12 COUNTY REGION			
VMT	0%	0%	0%
VHT	-1%	-2%	-2%
Avg. Speed	1%	2%	2%
Control Delay	-1%	-2%	-1%
Cong. Delay	-3%	-6%	-5%

*compared to CCSIP baseline

COLLIN COUNTY

East/West Option 4B
Magnitude of Volume Change
DRAFT DOCUMENT



Daily Volume Decrease
(Linewidth is proportional to
decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to
increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

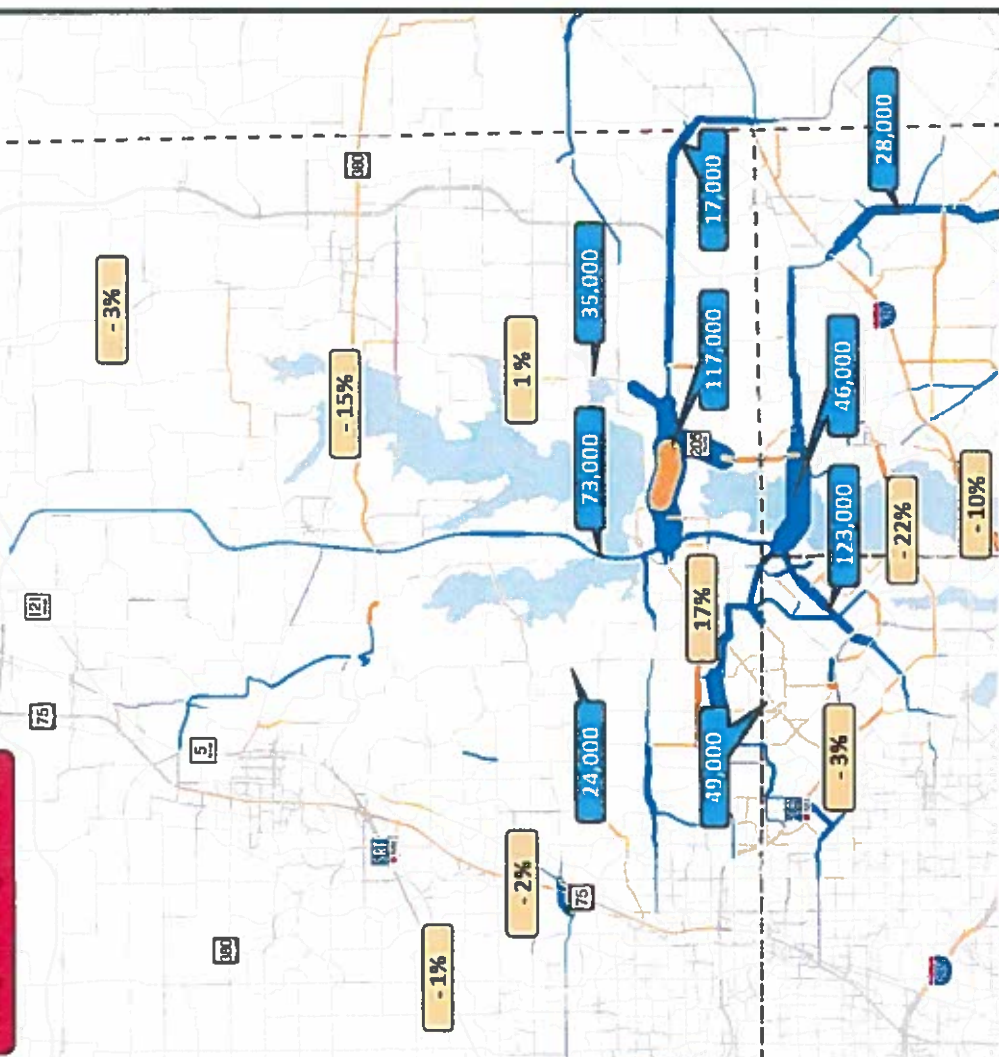
Projected daily volumes in 2040
listed in blue callout boxes.

Percent change from Collin Co.
System in yellow callout boxes.

0 2 4 Miles
North Central Texas Council of Governments



East/West Option #4B



Computer Simulation Performance Comparison*	N/S System	N/S System + E/W Option #3	N/S System + E/W Option #4
COUNTY			
VMT =	Vehicle Miles or Travel		
VHT =	Vehicle Hours of Travel		
Avg. Speed =	Average Speed		
Control Delay =	Traffic Control Delay		
Cong. Delay =	Congestion Delay		
COLLIN COUNTY			
VMT	0%	3%	1%
VHT	-6%	-8%	-8%
Avg. Speed	7%	11%	10%
Control Delay	-4%	-7%	-5%
Cong. Delay	-16%	-22%	-23%
DALLAS COUNTY			
VMT	0%	-1%	0%
VHT	0%	-2%	-1%
Avg. Speed	1%	1%	1%
Control Delay	-1%	-2%	-3%
Cong. Delay	-1%	-4%	-4%
ROCKWALL COUNTY			
VMT	3%	0%	-1%
VHT	-6%	-15%	-15%
Avg. Speed	9%	18%	17%
Control Delay	-9%	-13%	-9%
Cong. Delay	-19%	-46%	-46%
MUNT COUNTY			
VMT	-2%	-2%	-2%
VHT	-3%	-3%	-4%
Avg. Speed	1%	2%	2%
Control Delay	-2%	-4%	-1%
Cong. Delay	-8%	-12%	-16%
12-COUNTY REGION			
VMT	0%	0%	0%
VHT	-1%	-2%	-2%
Avg. Speed	1%	2%	2%
Control Delay	-1%	-2%	-1%
Cong. Delay	-3%	-8%	-5%

*compared to CTSRP baseline

SUMMARY OF EAST-WEST CORRIDOR FINDINGS

1. Computer simulation continues to support theoretical spacing of facilities.
2. New east-west facilities do not change north-south corridor recommendations.
3. Though Option #3 (full east-west freeway) carried significant volumes, ROW needs, constructability issues, and lack of a supportive east-west thoroughfare network limit overall effectiveness at a regional level.
4. Travel model results suggest an expanded east-west thoroughfare network can generate more broad regional performance benefits beyond Collin County.
5. New alternatives indicate that a new thoroughfare crossing of Lake Ray Hubbard is warranted despite improvements to IH 30, SH 78, and/or US 380.
6. Proposed Option #4A/#4B does not cause volumes to exceed 4-lane capacity limits on Rockwall County Thoroughfare Plan facilities such as SH 66, SH 205, FM 3549, and FM 552.
7. New/expanded east-west thoroughfares can extend effectiveness of recent capacity improvements on SH 78 and FM 544/Plano Parkway.
8. Through utilization of some existing facilities/alignments, it is likely Option #4A/#4B could be implemented at a fraction of the cost for Option #3.



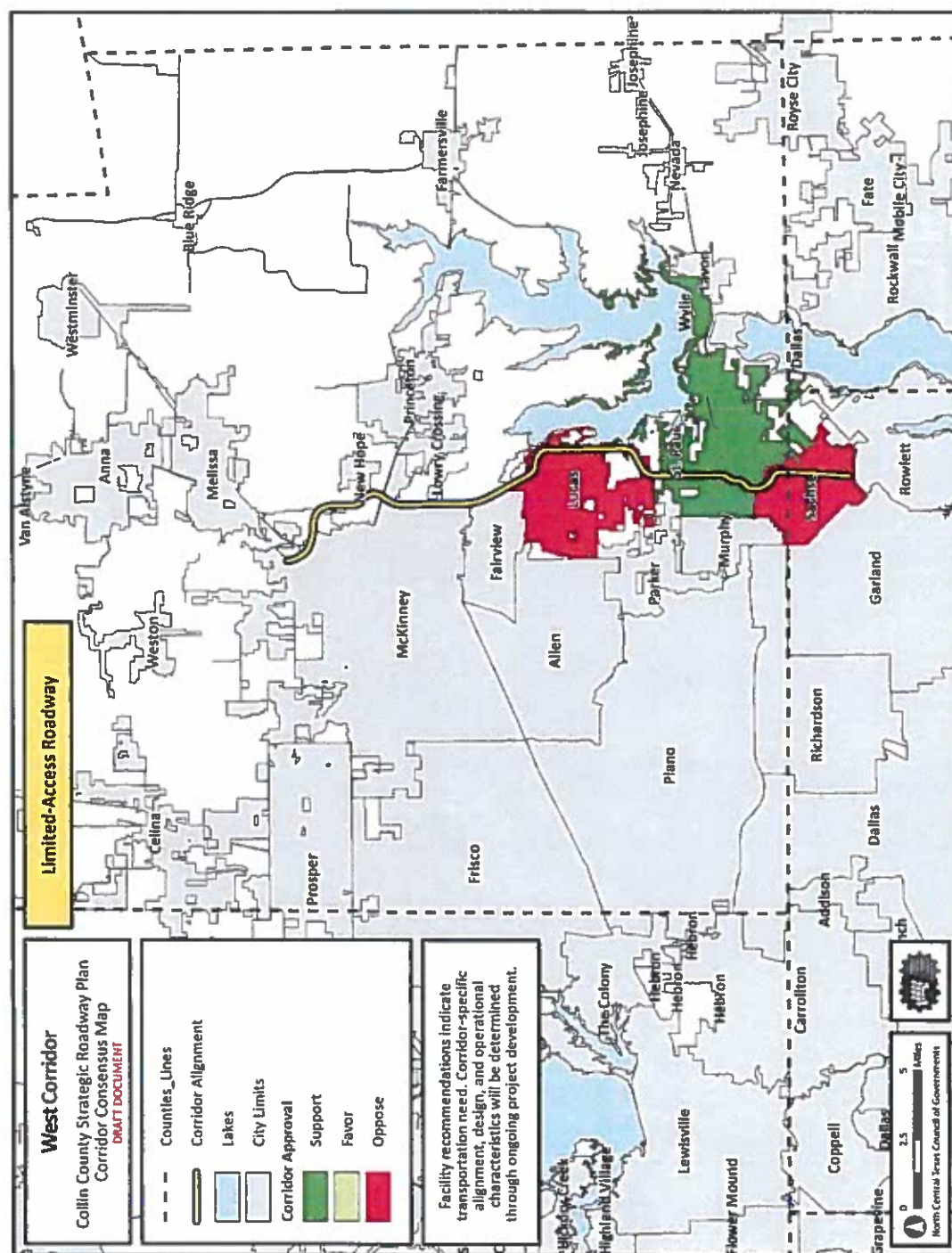
INVENTORY OF LOCAL GOVERNMENT POSITIONS TO DATE

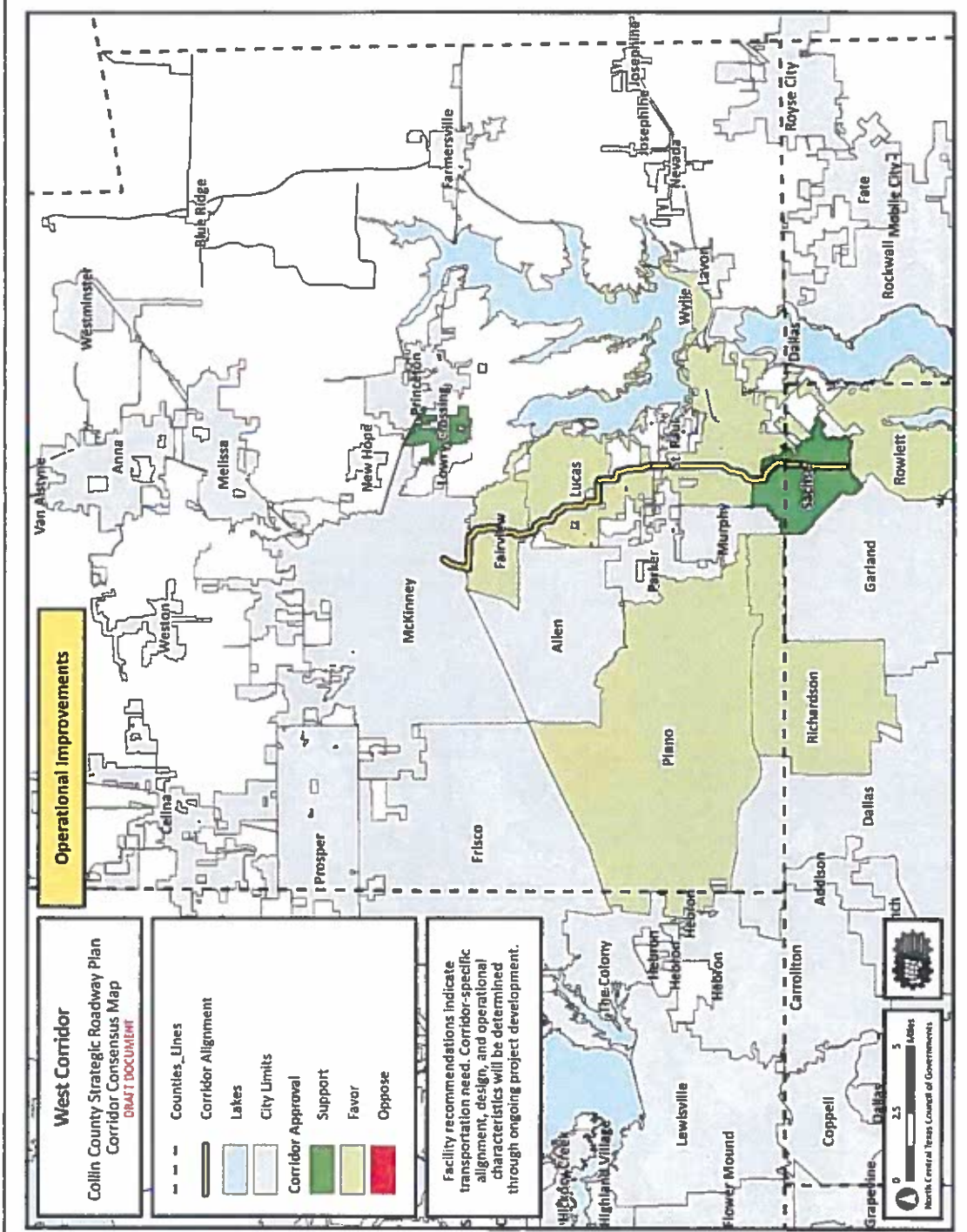
COLLIN COUNTY STRATEGIC ROADWAY PLAN

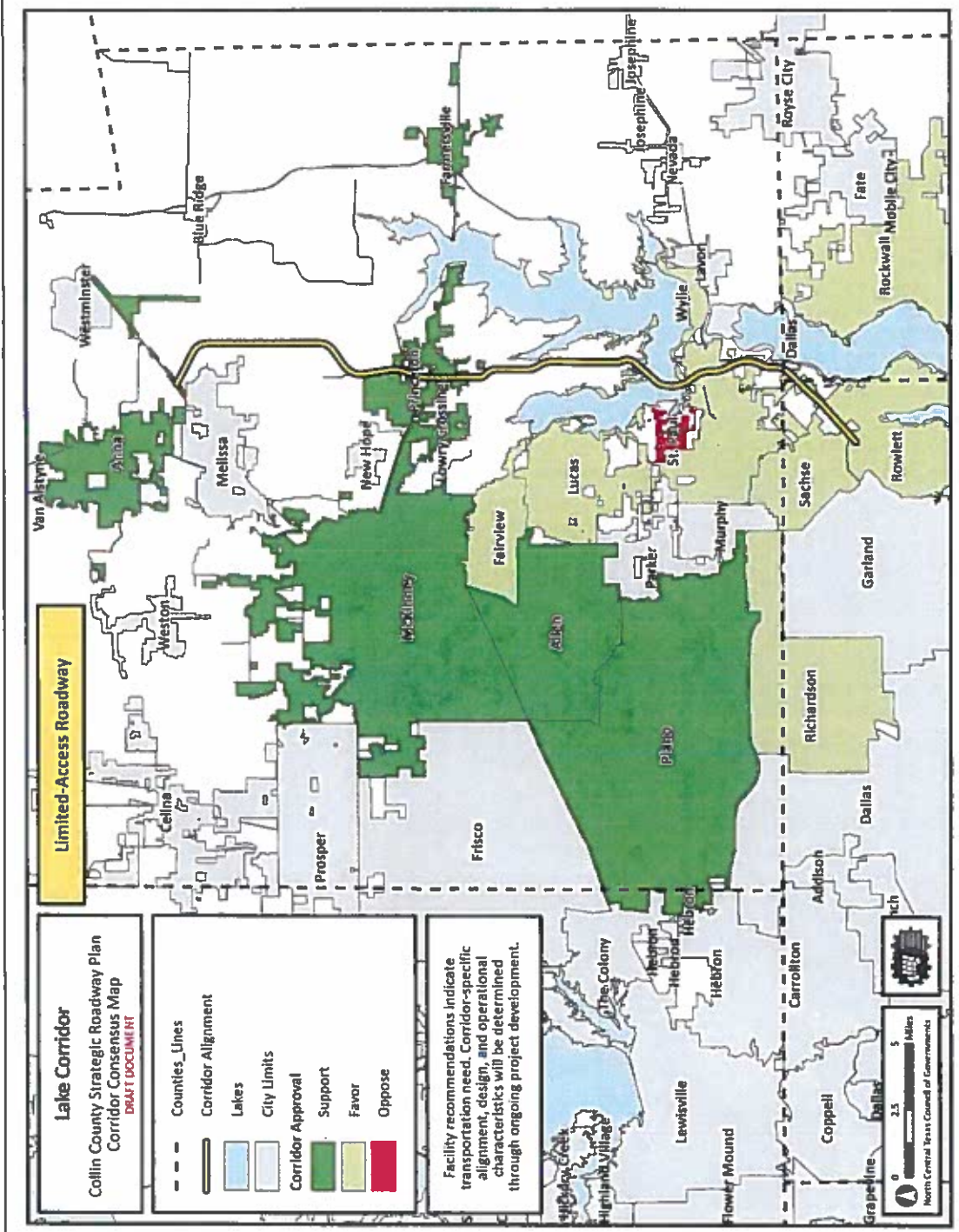
CORRIDOR-SPECIFIC LOCAL GOVERNMENT FEEDBACK

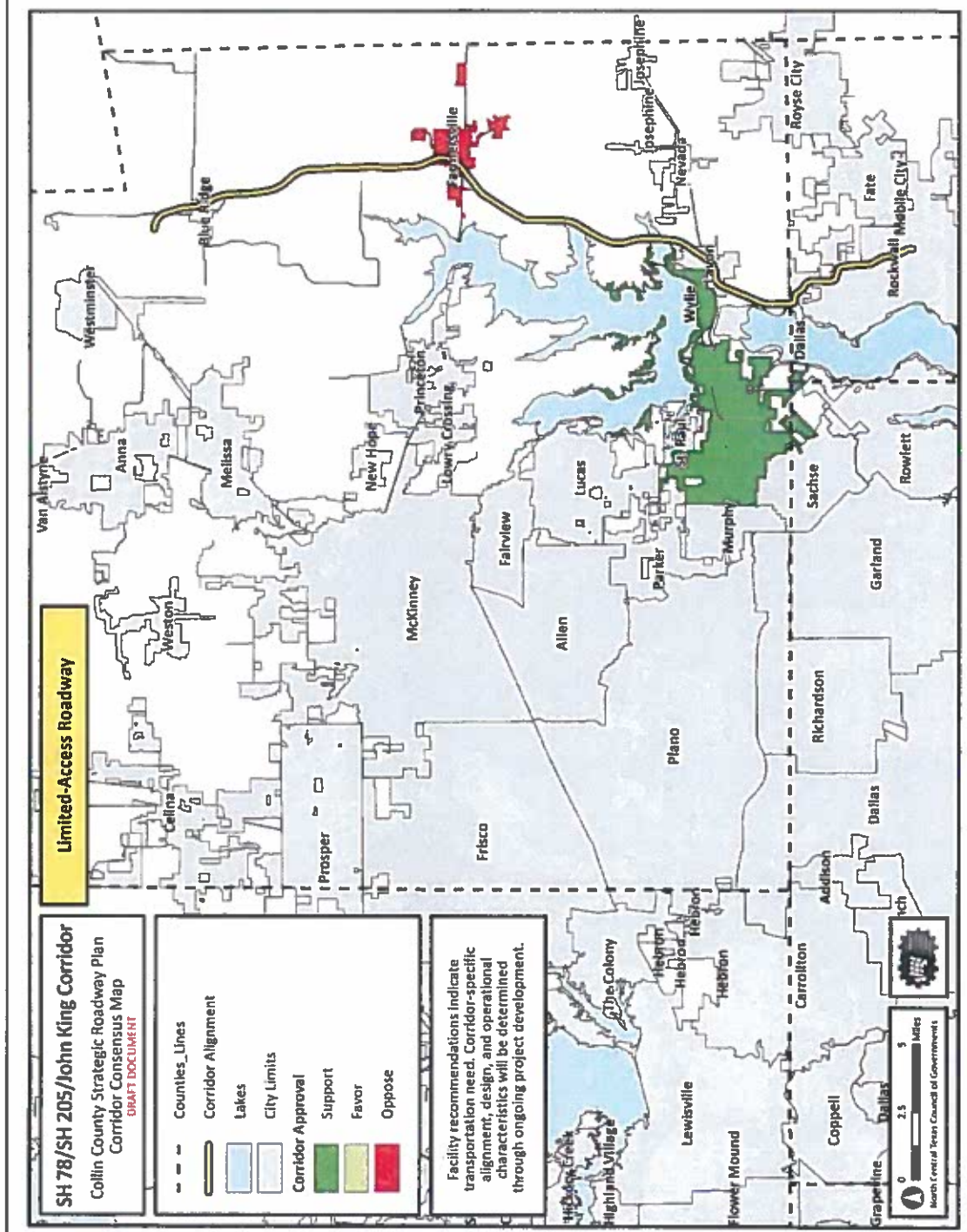
North/South Corridors

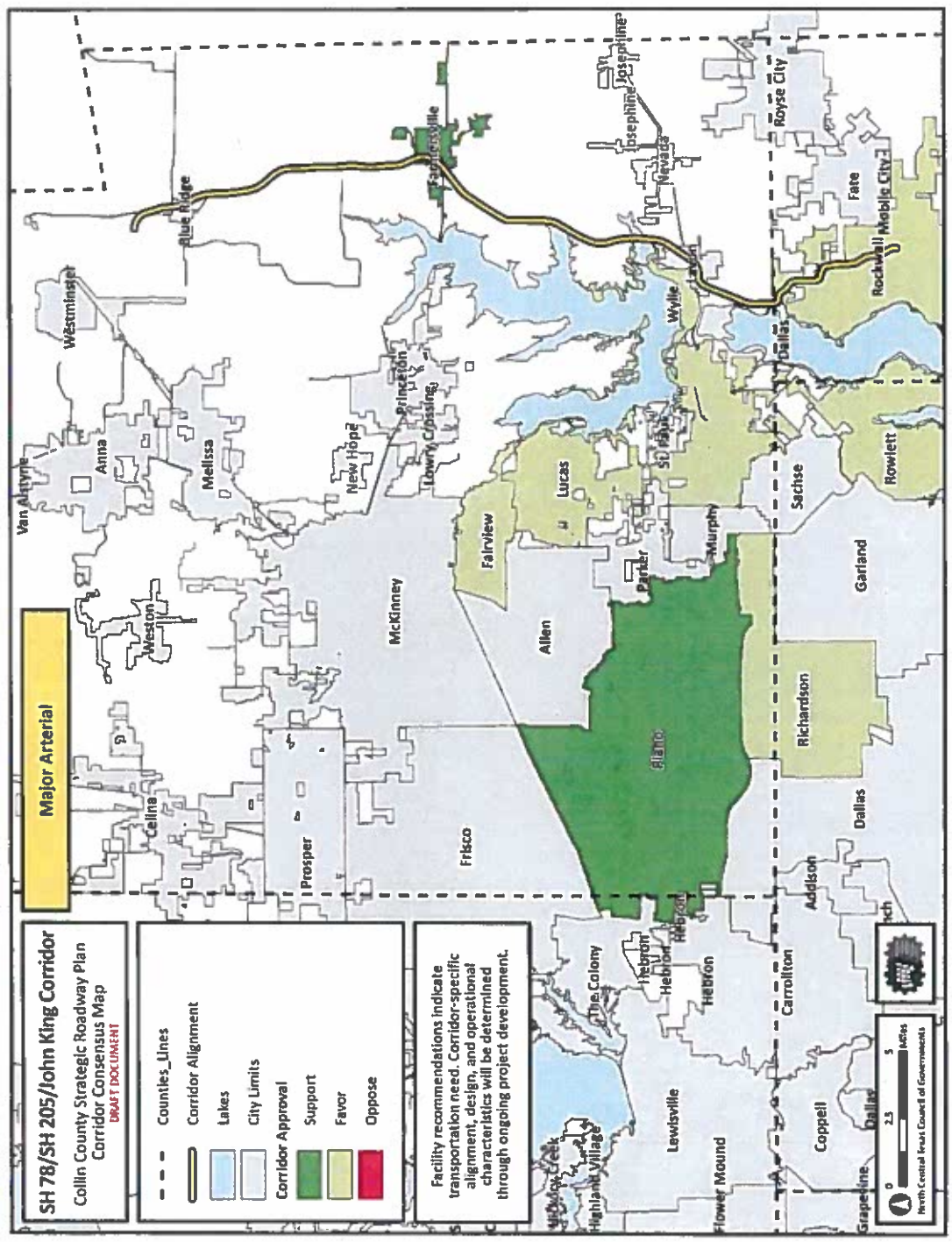
City/County	West Corridor			Lake Corridor			SH 78/5H 205/John Kling Corridor			Outer Loop Corridor		
	Limited-Access Roadway	Date	Operational Improvements	Limited Access Roadway	Date	Major Arterial	Limited-Access Roadway	Date	Major Arterial	Date	Limited-Access Roadway	Date
NCTCOG	Oppose	6/1/17	Support	Support	6/1/17	Support	Oppose	6/1/17	Support	6/1/17	Support	6/1/17
Collin County	Support	4/20/16	Favor	Favor	6/1/17		Support	4/20/16	Favor	6/1/17	Support	4/20/16
Rockwall County				Favor	9/12/17				Favor	9/12/17	Favor	9/12/17
Anna				Support	4/3/17							
Allen				Support	6/13/17						Support	6/13/17
Fairview				Favor	8/14/17				Favor	8/14/17	Favor	8/14/17
Farmersville			Favor	Support	5/23/17		Oppose	5/10/16	Support	5/10/16	Support	5/23/17
Frisco												
Lavon												
Lowry Crossing			Support	Support	7/25/17							
Lucas	Oppose	3/17/16	Favor	Favor	8/14/17				Favor	8/14/17	Favor	8/14/17
McKinney				Support	5/16/17						Support	5/16/17
Melissa												
Nevada												
Plano			Favor	Support	7/24/17			4/15/16	Support	4/15/16	Support	7/24/17
Princeton				Support	5/22/17						Support	5/22/17
Prosper											Support	4/25/16
Richardson			Favor	Favor	8/18/17				Favor	8/18/17	Favor	8/18/17
Rockwall				Favor	9/18/17				Favor	9/18/17	Favor	9/18/17
Rowlett			Favor	Favor	8/1/17				Favor	8/1/17	Favor	8/1/17
St. Paul	Support	7/17/17		Oppose	7/17/17							
Sachse	Oppose	4/27/17	Support	Favor	8/11/17							
Wylie	Support	5/20/16	Favor	Favor	8/15/17		Support	5/10/16	Favor	8/15/17	Favor	8/15/17

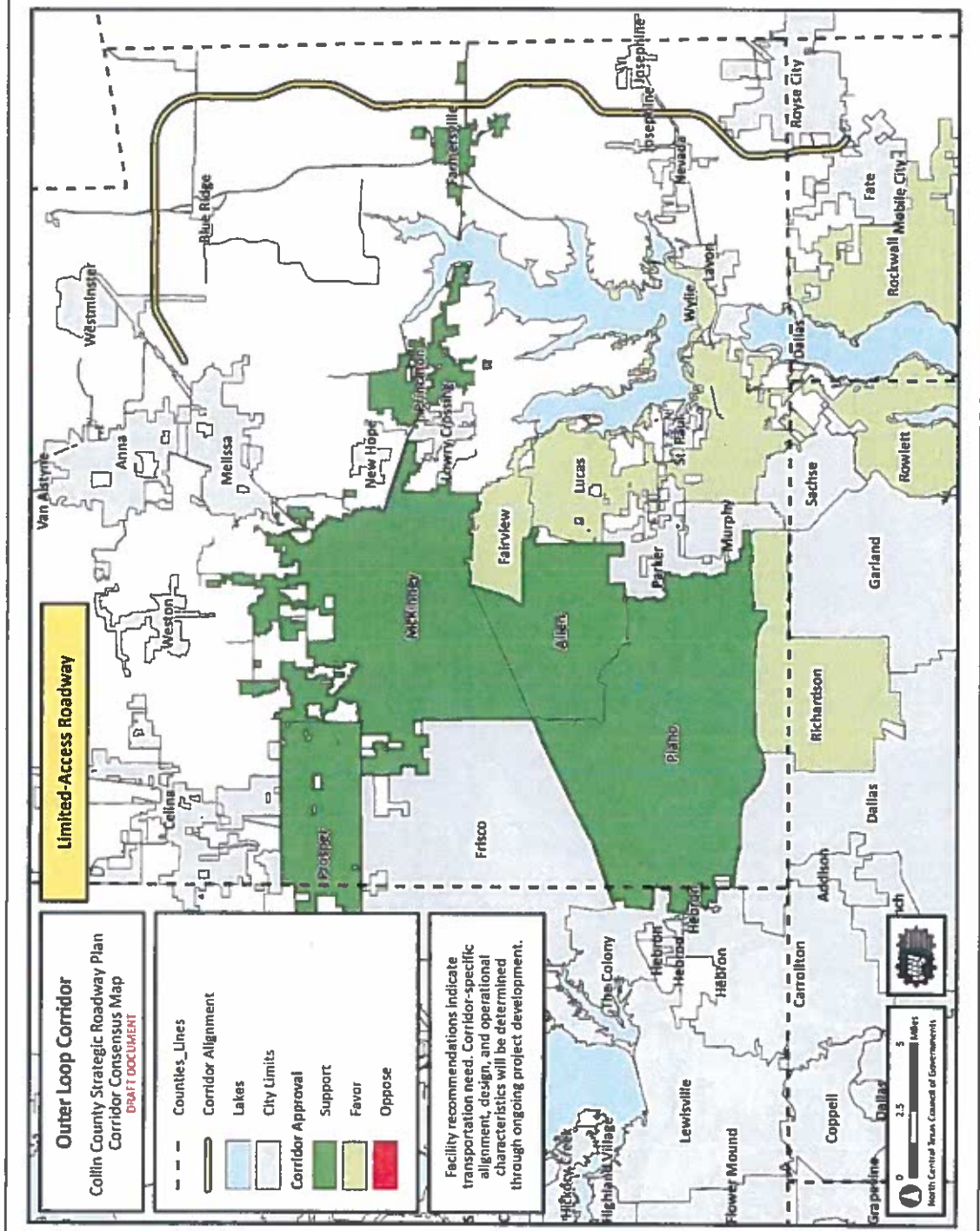




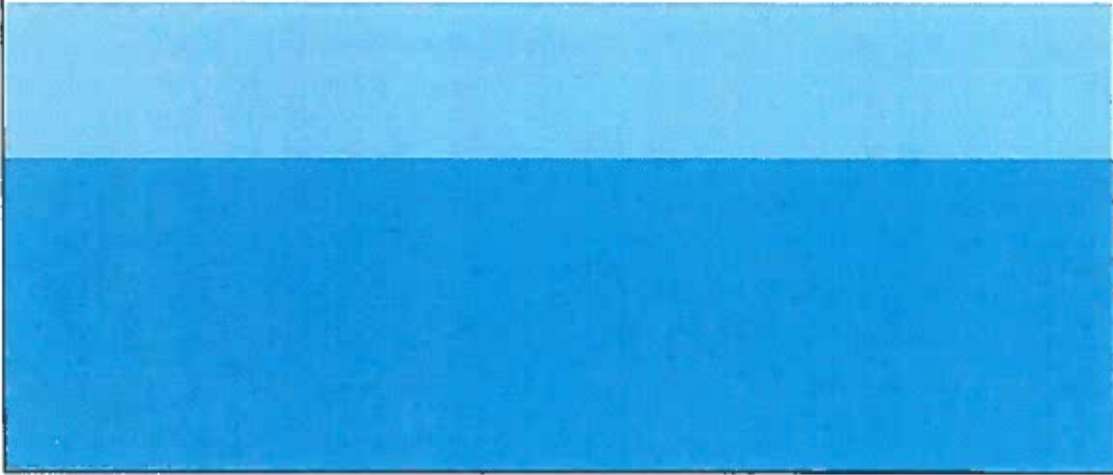








NEXT STEPS



SUMMARY OF RECOMMENDATIONS FOR MOBILITY 2045:

(ALL RECOMMENDATIONS ARE NON-TOLLED)

1. **Spur 399 Extension Freeway** – US 75/SRT to US 380 east of Princeton (awaiting TxDOT authorization)
2. **West Corridor Operational Improvements** (FM 1378/Woodbridge Pkwy/Merritt Rd)
3. **Lake Corridor Freeway** – SH 121/Outer Loop to PGBT
4. **SH 78/SH 205/John King Blvd:**
 - a. SH 78 – same as Mobility 2040 plus “Spur Freeway” (Lake Corridor to south of FM 6)
 - b. SH 205/John King Blvd – consistency w/ SH 205 Feasibility Study recommendations
5. **Regional Outer Loop** (continued staged development – SH 121 to IH 30)
6. **East-West Thoroughfare Option #4A** (corridor placement awaiting final design results):
 - a. Maximize capacity per local thoroughfare plans (SE Collin/NE Dallas/Rockwall County)
 - b. New/expanded thoroughfare facilities:
 - i. West of SH 205 – Chase Oaks Dr/Chaparral Rd Connector; Sachse Rd Extension to Lake Corridor; Renner Rd/John King Blvd Connector (w/ Lake Ray Hubbard bridge)
 - ii. East of SH 205 – FM 547/FM 1778 corridor; FM 6/FM 36 corridor; FM 2755/FM 2642/FM 35 corridor; Outer Loop/FM 548 Connector

NOTE: Recommendations represent proposed accommodation of needs ONLY; NO proposed project or alignment may proceed to construction WITHOUT completion of a formal environmental study AND public involvement process.

PUBLIC OUTREACH FOR CCSRP

NCTCOG recommends conducting public meetings with potential partners in several locations this fall for the following purposes:

- Explain the Collin County Strategic Roadway Plan study process and the current context of draft recommendations.
- Determine general consensus and discuss potential outcomes related to integrating recommendations into Mobility 2045 and local thoroughfare plans. Mobility 2045 will have an independent public involvement process.
- Obtain input/feedback in advance of potential environmental studies by TxDOT and/or other partners, particularly with major corridors such as the Lake Corridor and Spur 399.
- Discuss possible construction staging opportunities based on available UTP (10-Year Plan) funds and implications for planned Collin County Bond Program. (maximize additional 10% design and 10% right-of-way funds)

COMMITMENT TO ENVIRONMENTAL/ENGINEERING/CONSTRUCTION EFFORTS

1. Advance West Corridor operational improvement components into the next Transportation Improvement Program (TIP).
2. Present Lake Corridor recommendations to indicate need to expedite environmental process in order to capture public feedback/sentiment.
3. Continue construction of SH 78/SH 205/John King Blvd. corridor sections and investigate where funding gaps exist.
4. Advance environmental procedures to secure Regional Outer Loop right-of-way.
5. Begin environmental procedures for both SH 78 Freeway Spur (east of Lake Corridor) and thoroughfare crossing of Lake Ray Hubbard.
6. Develop master cost/revenue matrix to leverage RTC funds with Collin County, TxDOT, and local governments that incorporates potential staged construction elements.
7. US 75 Technology Lanes are fully funded and should be implemented as soon as possible.
8. Continue environmental clearance efforts to advance frontage road construction on the Regional Outer Loop in northern Collin County (DNT to SH 121).
9. Continue to support TxDOT recommendations for US 380 corridor improvements.

CONTACT INFORMATION

Michael Morris, P.E.
Transportation Director
Phone: (817) 695-9241
E-mail: mmorris@nctcog.org

Dan Lamers, P.E.
Senior Program Manager
Phone: (817) 695-9263
E-mail: dlamers@nctcog.org

Jeff Neal
Program Manager
Phone: (817) 608-2345
E-mail: jneal@nctcog.org

Chris Reed
Project Manager
Senior Transportation Planner
Phone: (817) 695-9271
E-mail: creed@nctcog.org

Berrien Barks
Principal Planner
Phone: (817) 695-9282
E-mail: bbarks@nctcog.org



Agenda Section	Regular Agenda
Section Number	VII.E
Subject	Consider, discuss, and act upon contract from GrantWorks for the 2017 – TxCDBG Street Improvements Project for a section of Rike Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	GrantWorks contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 1ST DAY OF JULY, 2017 BY AND BETWEEN THE CITY OF FARMERSVILLE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services"

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant administration services for Client's 2017 Program Year Texas Community Development Block Grant Program Contract Number _____ - Community Development Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon execution of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by Department, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty Thousand Two Hundred Fifty and no/100 Dollars, (\$30,250.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system, complete environmental exemption and civil rights requirements	\$9,075.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$6,050.00
3	Complete Start of Construction Documents	\$6,050.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
6	Submit Project Completion Report and Administrative Closure	\$3,025.00
Contract Amount		\$30,250.00

*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
 2. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.

3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
 4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
 6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
 7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

- C. Severability. In any case 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 any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Alternative Dispute and Program Non-compliance Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the

delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

- M. **Force Majeure.** A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

City of Farmersville
205 S. Main
Farmersville, Texas 75442



BY:

Bruce J. Spitzengel
President

BY:

Mayor

ATTEST:

BY:

City Secretary

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(11)), Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(10)), during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
5. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

6. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **CONFLICTS OF INTEREST**
 - A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
 - B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
1. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
9. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
 - A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.

- a. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract

through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
10. REPORTING REQUIREMENTS. The Consultant shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
11. PATENT RIGHTS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
12. COPYRIGHTS AND RIGHTS IN DATA. The Consultant shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
13. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF BASIC SERVICES

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

A. General Administration

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (IM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.*
9. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

B. Financial Management

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

C. Environmental Review*

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

D. Basic Acquisition Activities**

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

- E. Construction Phase Management—Force Account (if required)*
 - 1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.
 - 2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
 - 3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- F. Construction Phase Management—Bid/Contract Type (if required)
 - 1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
 - 2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
 - 3. Provide assistance to or act as local labor standards officer for this project.
 - 4. Select and verify wage rate with Department.
 - 5. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
 - 6. Make ten-day call to Department.
 - 7. Verify construction contractor and any subcontractors for eligibility.
 - 8. Submit start of construction documents to Department.
 - 9. Attend (conduct if necessary) pre-construction conference and prepare minutes.
 - 10. Review weekly payrolls and conduct compliance follow-ups.
 - 11. Submit any additional classifications to Department.
 - 12. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
 - 13. Request from engineer and upon receipt process and submit change orders to Department.
 - 14. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)
 - 1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
 - 2. Develop/edit Housing/OSSF Program Guidelines
 - 3. Coordinate with client personnel on guidelines, process/procedures
 - 4. Publicize and conduct program applicant in-take sessions
 - 5. Review program applications for eligibility
 - 6. Track then score/rank completed, eligible participant applications for Client approval
 - 7. Develop/coordinate applicant agreements
 - 8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
 - 9. Coordinate with local officials as needed (inspection, permitting)
 - 10. Develop bid packages
 - 11. Verify construction contractor and any subcontractors for eligibility with Department
 - 12. Conduct pre-construction conferences
 - 13. Process and submit change orders to Client and Department
 - 14. Conduct (Housing) or coordinate (OSSF) required inspections
 - 15. Obtain final permit/inspection reports and submit to Department
- H. Service Line Replacement on Private Property (if required)
 - 1. Assist Client in establishing local program guidelines.
 - 2. Prepare proposed guidelines for review by Client and Department.
 - 3. Prepare resolution for Client adopting local program guidelines.
- I. Equal Opportunity/Fair Housing
 - 1. Maintain documentation of all project beneficiaries by ethnicity and gender.
 - 2. Prepare Section 3 and Affirmative Action Plan.
 - 3. Prepare all Section 504 requirements.

4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including General Report, Beneficiary Report***, Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

**Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

Additional General Terms Regarding Third-Party Services

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Consider, discuss, and act upon the approval of bids for possible water, wastewater and electrical rate studies.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. NewGen Strategies & Solutions bid 2. Schneider Engineering, Ltd.
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



1300 E. Lookout Drive
Suite 100
Richardson, TX 75082
Phone: (972) 680-2000

September 27, 2017
via email: b.white@farmersvilletx.com

Mr. Ben White
City Manager / Public Works Director
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Subject: Proposal to Conduct Water and Wastewater Revenue Sufficiency and Rate Design Study

Dear Mr. White:

Based on our recent conversations, NewGen Strategies & Solutions LLC, ("NewGen") appreciates this opportunity to propose our assistance to the City of Farmersville ("City"). It is our understanding that at this time the City is seeking a qualified consultant to conduct a Water and Wastewater Revenue Sufficiency and Rate Design Study.

As part of this study, the consultant will prepare a five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City's revenue recovery objectives. Additionally, the consultant should examine the utility's capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City's utility customers.

Introduction to NewGen

NewGen is a management and economic consulting firm specializing in providing professional services to public and private sector utilities. Originally founded in April 2008 as J. Stowe & Co., LLC the firm reorganized under the name of NewGen Strategies & Solutions, LLC in September 2012. The reorganization complimented the firm's launch of a national consulting practice. NewGen has since opened offices and commenced operations in Denver, Seattle, Nashville, Amarillo, Austin, Orlando, and Lapeer, which brings a national perspective to our practice.

Collectively, the founding members of NewGen possess in excess of one hundred and fifty years of consulting experience. This experience has been acquired while members of recognized national consulting groups such as Touche Ross & Co. (now Deloitte Touche), R. W. Beck, Inc. (now SAIC, Leidos, and Louis Berger), Navigant Consulting, Inc., and CH2M Hill. The firm's experience also includes the regional practices founded by Mr. Jack Stowe which were Reed-Stowe & Co., Inc. and Reed Stowe & Yanke, LLC. The guiding principles of NewGen and its predecessors is the provision of consulting services with foresight, incorporating emerging technologies assuring clients of the highest caliber of consulting services.

NewGen has the privilege of calling the City of Farmersville a long-term client. Our proposed Project Manager, Mr. Chris Ekrut, previously conducted a Water and Wastewater Rate Study for the City in 2010. NewGen has also assisted the City in performing a review of customer billings for a large Industrial Customer, as well as assisted in performing a review of electric rates and electric utility billing practices.

Finally, Mr. Ekrut has provided periodic rate updates to the City, and assisted the City through the North Texas Municipal Water District in evaluating potential changes to the Member City Wholesale Contract.

Proposed Project Team

For this engagement, the Project Team will be led by Mr. Chris Ekrut, Director of NewGen's Dallas Office. Mr. Ekrut has been providing rate-making consulting services since 2004, with the majority of his consulting experience centered in the water and wastewater industry and a specific focus in the Dallas – Ft. Worth Metroplex. Mr. Ekrut has filed expert witness testimony with regards to cost of service determination and rate design, as well as provided litigation support and expert witness testimony development before other rate regulatory agencies. He has also conducted a number of wholesale and retail water and wastewater rate studies, developed water, wastewater, and stormwater rate models, and assisted in the negotiation and/or litigation involving a number of wholesale water contracts. Mr. Ekrut also specializes in the development of Utility Business Plans and has been called on by the Texas Section of the American Water Works Association to speak on the importance of business planning for municipal utilities.

During the course of the study, Mr. Ekrut will be assisted by Mr. Matthew Garrett and Ms. Kim Bostik. Mr. Garrett joined NewGen Strategies & Solutions in October 2013 as a Senior Consultant and was subsequently promoted to Executive Consultant in 2017. In his role, Mr. Garrett brings a broad range of experiences to the project. Prior to joining NewGen, he served as the Finance Director for the Town of Prosper, Texas for over five years. Before his time in municipal government, he was employed by Collin County holding the titles of Senior Financial Analyst, HR Supervisor and HRIS Analyst. Matthew earned his undergraduate in Management from Texas A&M, holds an MBA focusing on Organizational Strategy from the University of Texas at Dallas, and received his Certified Public Manager designation from Texas State University.

Ms. Kim Bostik, a Senior Consultant within the NewGen's Dallas Office, earned her Bachelor's degree in accounting from Texas A&M University. She has served as a risk analyst for the energy industry as well as a consultant for municipal utilities. During her consulting career, Ms. Bostik has provided a variety of services to water and wastewater utilities including, but not limited to, wholesale and retail cost of service and rate design studies, impact fee design, economic feasibility studies, advanced metering infrastructure procurement, CCN valuations, and litigation support.

Resumes for all Project Team members are available on request.

Proposed Work Plan

To perform the requested study, the Project Team proposes the following work plan. Our proposed work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory

environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Task 1 – Initiation of Initial Data Request

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's retail water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, contractual, and ordinance data. The purpose of the initial data request is to update our Project Team's files regarding the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the project kick-off meeting. The Project Team will issue the initial data request within five (5) days after receiving notice to proceed on the project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kick-off meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regards to the billing data used to set rates. In all of our rate study engagements, NewGen conducts a thorough review and testing of the billing data queries provided by our clients. It is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. NewGen will work closely with the City's billing staff and/or software provider, Tyler Technologies, to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

Task 3 – Project Kick-off Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a kick-off meeting. The primary reason for the kick-off meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discuss and clarify the information analyzed in Task 2.

In addition, the project kick-off meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the study. As part of the kick-off meeting, the Project Team members will also discuss:

- Political and customer views/opinions of current rates;
- Capital/operational demand changes anticipated over the study's forecasted period;
- Initial rate design pricing objectives; and,
- Initial strategies for implementing/communicating possible rate changes.

Task 4 – Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water and wastewater utilities using the American Water Works Association ("AWWA") accepted cash needs approach. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers.

Specifically for the City, the revenue requirement will include the City's operational costs adjusted to reflect normal service conditions; current and future anticipated principal and interest payments; current and future cash capital outlays; future capital funding needs including the impact of inflation on construction cost; and pass-through charges for wholesale service.

In developing the revenue requirements, the Project Team will assess and project each utility's cost to provide its services by analyzing historical costs, the current budget year, any forecasts made for future fiscal years, as well as any debt service ratio or bond covenant requirements. The Project Team will develop a test-year revenue requirement for each utility. A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test-year will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

Task 5 – Forecast of Revenue Requirements

Using the test-year developed in Task 4, the Project Team will begin the development of a five-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the City's applicable master plan studies and long-term capital improvement plans.

The Project Team will work closely with City staff to examine the City's planned method of financing (e.g. cash, debt, grants) future capital improvements and the financing methods' impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast. The five-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the magnitude of overall increases, if any as well as providing the Project Team the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a "check" of the data provided by City staff.

Task 7 – Development of Rate Design

In the formulation of a rate and fee design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Pricing objectives could include, but would not be limited to:

- Cost of Service Recovery;
- Revenue Stability;
- Affordability;
- Equity;
- Ease of Administration;
- Regional Competitive Position;
- Conservation; and,
- Economic Development.

Members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals and objectives. From these discussions, the Project Team will develop defensible rate structures that are reflective of industry accepted practices and procedures and rate regulations within the State of Texas and which balance the recovery of revenue between base rates and volumetric rates on an equitable basis.

Task 8 – Determination of Realizable Revenue with Rate Adjustments

The Project Team will analyze and compare the revenues forecasted to be generated under designed rate structures, by customer class, to the forecasted revenue requirements to determine the adequacy of the designed rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments for each class will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Also, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

Task 9 – Rate Comparison Review

The Project Team will compare the City's current and adjusted utility rates to utility rates of municipal utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

After completing Task 9, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the rate design analysis. Included in these discussions will be the development of the strategy(ies) to communicate and institute any significant rate changes.

Task 10 – Draft Report Preparation

The Project Team will develop a draft letter report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft report and will be available to discuss findings, answer questions, and receive input. The Project Team will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

Task 11 – Final Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will assist the City in the presentation of the results of the water and wastewater rate study to various stakeholders, including presenting the study's findings, conclusions, and recommendations to the City Council.

Project Coordination and Reporting

For a revenue sufficiency and rate design study to be successful, input into the project and ownership of the results by the City staff, City Council, and ratepayers must occur. Efforts to achieve this success include the enhancement of communication between the City and the Project Team through several coordination activities provided within the scope of services, such as the Project Kick-off Meeting to allow the project participants to finalize the work approach, as well as establish the lines of communication. In addition, after Tasks 9 and 11, the Project Team will conduct briefing presentations with City representatives on

the study's activities to-date. Also, the Project Team will assist City staff in the presentation of the study's findings, conclusions and recommendations.

Project Timeline & Deliverables

The Project Team will provide the City with the following:

- **Draft Report**
 - Within 60 to 90 days of notification of award, given the timely receipt of the required financial and operational data, an electronic draft report will be provided for the City's review and comment that summarizes the Project Team's findings, conclusions, and recommendations.
- **Final Report**
 - The final report will be provided to the City within two weeks after delivery of the draft report, given the timely receipt of the City's comments.
- **Meetings/Presentations**
 - The Project Team will conduct up to three on-site (3) meetings with City staff during the course of the engagement including: Project Kick-off Meeting, one Project Update meeting, and one presentation to the City Council. Additional meetings and/or presentations beyond those listed here will be provided on a time and expense basis.

Services requested by the City not specifically outlined within the proposed work plan and which the Project Team is unable to provide within the proposed project pricing above will be provided on a time and expense basis.

Resource Commitment by the City

For this project to be successful, NewGen will need the assistance of the City Manager, the City's Financial Department, and the department Director(s) responsible for water and wastewater operations. The bulk of staff time will be needed at the outset of the study to gather required financial and utility billing data. The staff time needed to provide the necessary City data for our analyses are highly dependent on the ease of accessing the requested information. Where possible, NewGen will work directly with the City's utility billing provider to extract the data necessary to complete the study. Staff time will also be needed to provide guidance throughout the course of the project. Finally, the Project Team will require policy guidance from the City Council, either directly or through staff feedback, to ensure the Project meets the overall goals and objectives of the City.

Proposed Project Cost

Based on the work plan outlined herein, and based on our long-relationship with the City of Farmersville, the Project Team agrees to perform the requested study for **not to exceed professional fees of \$22,500.**

NewGen proposes to invoice the City on a monthly basis for actual hours worked at our then applicable hourly billing rates, plus out of pocket expenses incurred at cost. Payment is due within thirty (30) days upon receipt of invoice. NewGen's hourly billing rates, effective through the term of the engagement, are as follows:

**NewGen Strategies and Solutions, LLC
Billing Rates**

Position	Billing Rate
General Manager	\$295
President	\$265 - \$295
Directors/Executive Consultants	\$210 - \$295
Senior Consultant	\$160 - \$210
Staff Consultant	\$140 - \$160
Analyst	\$120 - \$140
Administrative Assistant	\$85

In executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices. You further agree that compensation for services rendered will be provided to NewGen regardless of the final outcome of the engagement.

Again, NewGen appreciates the opportunity to propose our assistance to the City of Farmersville and look forward to working with you during this engagement. If you should have any questions regarding this letter and/or require additional information, please contact Chris Ekrut at 972.232.2234 or via e-mail at cekrut@newgenstrategies.net. If this letter and the terms and conditions contained herein are acceptable, please execute one copy and return to our Richardson office.

Very truly yours,

NewGen Strategies and Solutions, LLC



Chris D. Ekrut
Director

Project Authorization (\$22,500)

Signed _____ Printed _____

Title _____ Date _____

SCHNEIDER ENGINEERING, LTD.



PROPOSAL
RATE STUDY FOR ELECTRIC SYSTEM

PREPARED FOR
CITY OF FARMERSVILLE

SEPTEMBER 25, 2017

Client: City of Farmersville

Proposal: Rate Study for Electric System

Scope of Work: Schneider Engineering (SE) will provide financial review and recommendations regarding electric rates and develop or amend electric rate ordinances to achieve electric utility financial plan.

Scope of work shall include the following:

- Phase 1 – Financial Assessment and Forecast
 - Review financial statements of the electric utility and identify any issues, problems or non-desirable aspects of the current financial position of the City.
 - Develop five-year financial forecast for electric system to include funding methodology for capital improvement plans.
- Phase 2 – Rate Study
 - Review the current electric rate design and determine “proof of revenues” by rate / rate class.
 - Review the overall rate competitiveness and develop rate comparisons to surrounding utilities.
 - Identify any issues, problems or non-desirable aspects of the current rate design and make recommendations based on financial and competitive goals provided by the City.
 - Develop rate ordinances to meet financial objectives.

Cost Estimate: Schneider Engineering, Ltd. will provide services related to the above Scope of Work and will provide the City of Farmersville itemized invoices for services performed. Services will be billed on an hourly/work performed basis, plus reimbursable expenses. Fees will be based on actual work performed. The estimated budget for completion of the above referenced Scope of Work is **\$13,500** plus reimbursable expenses. The budget includes time/expense for two (2) project meetings with management staff and one (1) presentations to the City Council. Additional project meetings / council meetings will be billed on an hourly time and expense basis.

The budget by phase is listed below:

- | | |
|---|---------|
| ▪ Phase 1 – Financial Assessment and Forecast | \$6,750 |
| ▪ Phase 2 – Rate Study | \$6,750 |

Proposed Schedule: Schedule for completing the above scope of work will be defined prior to project commencement. Estimated time for completion of all scope of work is 2 months from date of receipt of all data requested.

Approved By: _____

Date: _____

Agenda Section	Regular Agenda
Section Number	VII.G
Subject	Update regarding Main Street Manager hiring status and transition plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action