



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA**

**May 12, 2020, 6:00 P.M.**

**Council Chambers, City Hall**

**205 S. Main Street**

**[www.blizz.com](http://www.blizz.com)**

Dial-in Phone Number: (646) 769-9101

Meeting ID: 644-371-39

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- **Recognition of Departing Councilmembers**
- **Oath of Office for Re-Elected and Newly Elected Councilmembers**
  - Bryon Wiebold, Mayor
  - Terry Williams, Place 2
  - Mike Henry, Place 4
- Announcements
  - Calendar of upcoming holidays and meetings.
  - Applications for Boards and Commissions are now being accepted. An application can be download on the website or picked up at City Hall via drive-thru window.
  - City Council will hold a Workshop on Tuesday, May 19<sup>th</sup> to hear from different boards regarding their purpose and activities.
  - City Hall will be closed on Monday, May 25<sup>th</sup> in observance of Memorial Day.

**II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have

a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

### III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

If you wish to address the City Council on a matter not posted on this agenda, please fill out a " Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.

### IV. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. Police Department Report (OpenGov)
- C. Code Enforcement/Animal Control Report (OpenGov)
- D. Fire Department Report (OpenGov)
- E. Municipal Court Report (OpenGov)
- F. Warrant Officer Report (OpenGov)
- G. Public Works Report
- H. Library Report (OpenGov)
- I. City Manager's Report

### V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as

well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. Planning & Zoning Commission
  - 1. Possible Council Liaison Report

## **VI. READING OF ORDINANCES**

- A. Consider, discuss and act upon the first and only reading of Ordinance #O-2020-0512-001 regarding Mayoral Disaster Order.
- B. Consider, discuss and act upon the first and only reading of Ordinance #O-2020-0512-002 regarding Oncor rate change.

## **VII. REGULAR AGENDA**

- A. Consider, discuss and act upon the election of Mayor Pro Tem and Treasurer.
- B. Consider, discuss and act upon Resolution #R-2020-0512-001 regarding signatories for all accounts for the city with CapTex Bank.
- C. Consider, discuss and act upon the assignment of Council liaisons to City boards and commissions
- D. Consider, discuss and act upon Resolution #R-2020-0512-002 regarding Coronavirus Emergency Supplemental Funding.
- E. OpenGov software review.
- F. Consider, discuss and act upon Resolution #R-2020-0512-003 regarding Texas-New Mexico rate changes.
- G. Consider, discuss and act upon the review of the Kimley-Horn contract for the wastewater treatment plant.
- H. Consider, discuss and act upon change order for Kimley-Horn to design trickling filter arm on the wastewater treatment plant.
- I. Consider, discuss and act upon Delinquent Ad Valorem Tax Agreement with Abernathy, Roeder, Boyd & Hullett.
- J. Consider, discuss and act upon an Interlocal Agreement with Collin County regarding jail services.

## **VIII. EXECUTIVE SESSION**

Discussion of matters permitted by Texas Government Code Chapter 551 as follows:

- A. Discussion of Matters Permitted by Texas Government Code Section 551.071(1)(A) Pending or contemplated litigation:

1. Petition of the Cities of Garland, Mesquite, Plano, and Richardson Appealing Wholesale Water Rates Implemented by North Texas Municipal Water District, PUC Docket No. 46662, Public Utility Commission of Texas.
- B. Discussion of Matters Permitted by Texas Government Code Section 551.074, Personnel Matters; Closed Meeting:
  1. Discussion of Personnel Matters involving the appointment, employment, evaluation, and/or duties of a Main Street Manager.
- IX. **RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTION 551.071 AND 551.074 OF THE TEXAS GOVERNEMENT CODE.**
- X. **REQUESTS TO BE PLACED ON FUTURE AGENDAS**
- XI. **ADJOURNMENT**

Dated this the 7<sup>th</sup> day of May, 2020.



Jack Randall Rice, Mayor

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).*

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.*

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted May 7, 2020 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



## **I. Preliminary Matters**

# May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Farmers & Fleas 9:00 am (Cancelled)  Cinco de Mayo on the Square (Cancelled)
3	4	5	6	7 City Amenities Board Meeting 4:15 pm (Cancelled)	8	9
10	11 Main Street Meeting 4:30 pm (Cancelled)  FCDC (4B) Meeting 6:00 pm (Cancelled)	12 City Council Meeting 6:00 pm	13	14	15	16
17	18 P&Z Meeting 6:30 p.m.	19 City Council Workshop 6:00 pm	20	21 FEDC (4A) Meeting 6:30 pm (Cancelled)	22	23
24	25 City Hall Closed - Memorial Day	26 City Council Meeting 6:00 pm	27	28	29	30 Yards of Yard Sales (Tentative)
31						

# June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 City Amenities Board Meeting 4:15 pm (Tentative)	5	6 Farmers & Fleas 9:00 am (Tentative)
7	8 Main Street Meeting 4:30 pm (Tentative) FCDC (4B) Meeting 6:00 pm (Tentative)	9 City Council Meeting 6:00 pm	10	11	12	13
14	15 P&Z Meeting 6:30 p.m.	16	17	18 FEDC (4A) Meeting 6:30 pm (Tentative)	19	20 Audie Murphy Day (Tentative)
21	22	23 City Council Meeting 6:00 pm	24	25	26	27
28	29	30				

## City of Farmersville Proclamation

**WHEREAS**, the 2019-2020 academic year and commencement ceremonies have been postponed due to the global coronavirus pandemic; and

**WHEREAS**, families, friends, neighbors, and educators should encourage everyone to focus on the abilities of all seniors, and honor their hard work; and

**WHEREAS**, Farmersville High School seniors have contributed greatly to our community; and

**WHEREAS**, to honor graduating seniors a processional will be held for seniors on May 21<sup>st</sup> from the High School to the other school campuses; and

**WHEREAS**, during this generational challenge, our seniors represent a bright future and will continue along the path of service and leadership in our community and nation;

**WHEREAS**, we encourage all citizens to support opportunities for graduating seniors in our community including military service, higher education, trades, housing, employment, and recreational activities.

**NOW, THEREFORE**, I, Bryon Wiebold, Mayor of the City of Farmersville, Texas, do hereby proclaim May 21, 2020 as

### Farmersville High School Senior Day

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City to be affixed this 12<sup>th</sup> day of May, 2020.



\_\_\_\_\_  
Bryon Wiebold, Mayor



## **II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

Agenda Section	PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II
Subject	PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Action	NA

### **III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA**

Agenda Section	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Action	NA

#### **IV. Consent Agenda**

Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION MINUTES  
For  
April 14, 2020, 6:00 P.M.**

**I. PRELIMINARY MATTERS**

- Mayor Rice called the meeting to order at 6:00 p.m. Council members, Mike Hurst (via teleconference), Craig Overstreet, Dwain Mathers (via teleconference), Jim Hemby (via teleconference) and Donny Mason (via teleconference) were all present. City staff members Ben White, Sandra Green, Mike Sullivan, Kim Morris and City Attorney Alan Lathrom were also present.
- Prayer was led by Craig Overstreet followed by the pledges to the United States and Texas flags.
  - Calendar of upcoming holidays and meetings.
  - Applications for Boards and Commissions are now being accepted. An application can be download on the website or picked up at City Hall via drive-thru window.
    - Chief Sullivan stated he would like for the City Council to consider hazard pay for the officers and fireman working during the Covid-19 pandemic.
    - Alan Lathrom stated this section of the agenda was not appropriate for this discussion but they could discuss it during the Disaster Declaration section of the Regular Agenda.

**II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

- Due to the pandemic of Covid-19, no citizens were allowed in the Council Chambers. No one came forward on the teleconference to speak.

### **III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA**

- Due to the pandemic of Covid-19, no citizens were allowed in the Council Chambers. No one came forward on the teleconference to speak.

### **IV. CONSENT AGENDA**

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- A. City Council Minutes for March 10, 2020
- B. City Council Minutes for March 24, 2020
- C. City Council Minutes for March 30, 2020
- D. Police Department Report (OpenGov)
- E. Code Enforcement/Animal Control Report (OpenGov)
- F. Fire Department Report (OpenGov)
- G. Municipal Court Report (OpenGov)
- H. Warrant Officer Report (OpenGov)
- I. Public Works Report
- J. Library Report (OpenGov)
- K. City Financial Report
- L. City Manager's Report
  - Motion to approve Jim Hemby
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor

### **V. REGULAR AGENDA**

- A. Consider, discuss and act upon Ordinance #O-2020-0414-001 extending the Mayoral Declaration of Local State of Disaster Due to Public Health Emergency in accordance with state law.
  - Mayor Rice stated the only change in the document from the last time it was approved was the date.



- Alan Lathrom stated the date was changed to May 15<sup>th</sup>, unless it was terminated before that date by the City Council. He made changes to the document that would reflect the changes made by County Judge Chris Hill's declaration. He explained that he cleaned up a lot of areas to also make sure that it matched the Governor's orders. He said that all essential businesses remained the same. He added a few new paragraphs to show that people could still go to the gas station, grocery store and other similar activities. He stated he added a clause that people performing these essential activities would still have to abide by the social distancing requirements. He indicated that he followed the church services guidelines as the Governor's order did. He did state that a person could be penalized more than once for breaking the order.
- Chief Sullivan stated that Daphne Hamilin ran the numbers for the hazard pay and it could be put in the order. He said the officers and fireman take precautions such as gloves and they wear masks. He indicated they take the temperatures of staff in the morning and when their shift is over. They are also washing their hands frequently and using alcohol gel. He said they have a few gowns to wear in situations, but getting those in stock has been a problem.
- Jim Hemby stated he thought it was a good idea to give the frontline employees hazard pay. He asked if from a budget stand point the city could manage it.
- Ben White stated there would have to be a budget amendment.
- Alan Lathrom stated Ben White could make an interdepartmental transfer and then do a budget amendment at a later time.
- Mike Hurst asked where the money would be transferred from and how would it be replenished.
- Ben White stated the city has funds that have extra money in them, but ultimately the funds would come out of the surplus funds.
- Dwain Mathers stated he did not have a problem with the hazard pay.
- Donny Mason also stated he did not have any issues with it.
- Chief Sullivan stated he is filing for some grants that could help pay the city back for the expenditures.
- Dwain Mathers stated that people has asked him about tracking the statistics of the virus and wanted to know what the city has been doing.
- Chief Sullivan stated he posts on social media, but a lot of the information is protected by HIPPA laws. He indicated that what is being provided is what they could provide by law. He stated that the police and fire get notified from the county if they receive a call that requires them to take precautions as a result of Covid-19.

- Alan Lathrom stated there is an exception under HIPPA that allows health information to go out to first responders only and they have to protect that information.
- Mike Hurst stated that funeral homes needed to be notified if the death was from Covid-19.
- Craig Overstreet said our first responders needed proper equipment.
- Chief Sullivan stated the equipment was a supply issue.
  - Motion to approve amendment with provision of hazard pay of \$13,000 per month starting on April 15, 2020 until the disaster declaration has been lifted and to have a future budget amendment to be considered made by Craig Overstreet
  - 2<sup>nd</sup> to approve was Jim Hemby
  - All council members voted in favor
  - Motion to approve Ordinance as amended made by Dwain Mathers
  - 2<sup>nd</sup> to approve made by Donny Mason
  - All council members voted in favor

B. Consider, discuss and act upon proposed Hunt County Emergency Services District No. 1.

- Ben White stated we received the request from Mr. Ken Campbell to consider the Emergency Services District. He said they are trying to fund their fire departments in that area. In order to go through with this they need the city approval and some of the area is in the city's extraterritorial jurisdiction (ETJ). He stated he spoke with Alan Lathrom about the Emergency Services District and he did not see any issues with it as it pertains to our ETJ. His recommendation was to approve the Emergency Services District.
- Alan Lathrom explained if the city ever annexed the property that is within the fire district the city could then request for that area to be removed from it. The residents that extend into those ETJ areas would probably support the Emergency Services District at this time and would then visit with the fire departments to release them upon annexation into the city limits.
- Ben White explained that the city's fire department area ended at the Hunt County line right now.
- Dwain Mathers wanted to know if there was an advantage to the City for approving this item.
- Ben White stated there was no advantage, but it is just a matter of being neighborly.
  - Motion to approve Jim Hemby
  - 2<sup>nd</sup> to approve was Donny Mason
  - All council members voted in favor

**VI. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- Craig Overstreet wanted the following updates on the agenda: sewer plant, Martin Marietta, compliance with outstanding Development Agreements, CR 611 construction, and Palladium.
- Donny Mason wanted an update on Hamilton St.

**VII. ADJOURNMENT**

Meeting was adjourned at 6:58 p.m.

APPROVE:

\_\_\_\_\_  
Jack Randall Rice, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Police Department Report (OpenGov)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Consent Agenda
Section Number	IV.C
Subject	Code Enforcement/Animal Control Report (OpenGov
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
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Agenda Section	Consent Agenda
Section Number	IV.D
Subject	Fire Department Report (OpenGov)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Staff Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
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**FARMERSVILLE FIRE DEPARTMENT  
CITY COUNCIL MONTHLY REPORT  
April 30, 2020**

1. Due to COVID-19 there have been no fire meetings held.
2. The department has had to cancel the Retiree/Spouse Banquet as well as it's Annual Fish Fry.
3. The department has ample PPE to wear on medical calls. Hand sanitizer has been kept up but we may be running low on it.
4. The department along with Farmersville Police, Collin County Sheriffs and EMS were successful in saving a boating accident at Lake Lavon which put 5 adults and 1 child in the water. All were taken to MCM Hospital with non-life threatening injuries.

**KIM R. MORRIS**  
Farmersville Fire Chief

Agenda Section	Consent Agenda
Section Number	IV.E
Subject	Municipal Court Report (OpenGov)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
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Agenda Section	Consent Agenda
Section Number	IV.F
Subject	Warrant Officer Report (OpenGov)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Consent Agenda
Section Number	IV.G
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Public Works Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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## Public Works Monthly Report

### Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

1. Navigate to: [www.farmersvilletx.com](http://www.farmersvilletx.com)
2. Select <OPENGOV> button
3. Navigate within OpenGOV menu to select the metric of choice

### Public Works General

1. Lost time accidents for the year.
  - a. Total Number for 2019-2020: 0
  - b. Accidents in Month: 0
2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

### Street System

1. Currently active projects in priority order
  - a. Farmersville Parkway, 4 lane divided (phase: engineering, completion percentage: 9%)
    - Engineering design package is complete.
    - Reviewed street design with Collin College. Driveway interfaces are approved.
    - Worked with Texas New Mexico Power concerning electrical utility relocation.
    - Bid package is complete. Advertisement is complete. Bid opening date is June 4<sup>th</sup>. Council approval date is expected to be June 9<sup>th</sup>.
    - Construction will likely begin July 2020.
  - b. Hamilton Street reconstruction (phase: preconstruction, completion percentage: 19%)
    - 25% complete with storm water sewer installation.
    - Need to acquire ROW from Chris and Heather Grupido.
  - c. Main Street area/bad and faded signs
    - Upcoming sign updates:
      - Washington Street at Candy Street
      - Washington Street at McKinney Street
      - Main Street at Candy Street
      - Main Street at Farmersville Parkway
2. Priority backlog items
  - a. Institute railroad silent crossings

- b. Maintenance resurfacing and panel replacement
  - Farmersville Parkway at South Washington Street intersection
  - North Washington Street by intermediate school
  - Beene Street

## **Water System**

1. Currently active projects in priority order
  - a. Install waterline for Pieville/Sugar Hill/Main Street Antiques fire suppression systems (phase: preconstruction, completion percentage: 60%)
  - b. Rolling Hills galvanized water line replacement
    - i. TCEQ has been contacted regarding water quality in this area. This has caused me to move this project up to the active list.
    - ii. Short term: Researching adding an automatic flushing valve to the dead end line along Rolling Hills to handle the immediate issue.
    - iii. Long term: The galvanized water lines in the Rolling Hills subdivision will be replaced, looped, and eventually upsized for fire flows. Public works staff will used to do complete this project in phases over a couple year.
2. Priority backlog items
  - a. Replace cast iron/galvanized water lines:
    - i. Windom Street from 7<sup>th</sup> Street alley to Sycamore
    - ii. Hill Street between Orange and Bois D' Arc
    - iii. Lee Street
  - b. Chlorine injection system.
  - c. Recoat/rehab north elevated water tank.

## **Waste Water System**

1. Currently active projects in priority order
  - a. Removed components of the Brookshire's lift station from service. Repaired crushed double cleanout causing a blockage.
  - b. WWTP #1 trickling filter arm redesign. (phase: engineering, completion percentage: 1%)
  - c. Reconfiguring of CR 611 lift station and gravity main. Includes sewer line extension in front of Home Grown Plants. (phase: construction, completion percentage: 100%)
  - d. WWTP #3 collector line design (phase: engineering only, completion percentage: 85%)
  - e. East side lift station with gravity main and force main (phase: construction, completion percentage: 92%)
    - i. Awaiting installation of electrical power to the site.
  - f. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 7%)

- g. 10" waste water line pipe bursting project to increase line size east of Collin College manhole on Audie Murphy Parkway (US 380). (phase: construction, completion percentage: 20%)
- h. Floyd Road lift station reconstruction with force main. (phase: engineering, completion percentage: 5%)
- 2. Priority backlog items
  - a. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
  - b. Infiltration project: Point Repair, 1746 Rike Street.
  - c. South side lift station construction
  - d. North side lift station SCADA installation
  - e. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

### **Storm Water System**

- 1. No new news.

### **Property and Buildings**

- 1. Currently active projects in priority order
  - a. JW Spain west parking lot construction (phase: construction, completion percentage: 55%)
  - b. Remodel Civic Center kitchen. This item will be funded by the Centennial Committee. (phase: construction only, completion percentage: 10%)
- 2. Priority backlog items
  - a. Rambler Park: ADA swing set and non-ADA swing set installation
  - b. Downtown: repair/paint gazebo
  - c. Install remaining banner mounts downtown.
  - d. City Hall: sidewalk replacement where old generator was housed
  - e. Riding Arena: greeting sign with rules
  - f. Southlake Park: playground equipment repair
  - g. Rambler Park: gazebo relocation

### **Electrical System**

- 1. Currently active projects in priority order
  - a. Replace broken re-closer at substation. 80% complete
    - Receiving hardware and software support from Irby recloser expert. However project is in delay until COVID-19 travel restrictions are lifted at Irby.
  - b. Substation and transmission line improvements (phase: concept only, completion percentage: 40%)
  - c. Collin College line extension (phase: engineering, completion percentage: 100%).
- 2. Priority backlog projects
  - a. Charlie's Hamburger service connection.
  - b. Aston States electrical distribution network build.
  - c. Tree Trimming (active intermittently)

- d. Open wire secondary removal (active intermittently)

#### **Refuse System**

- 1. CWD has asked for a market adjustment. More to follow at a later Council meeting.

#### **High Speed Internet Service**

- 1. Continued to work on draft business case spreadsheet.

Agenda Section	Consent Agenda
Section Number	IV.H
Subject	Library Report (OpenGov)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> </ul> <p>No motion, no action</p>

Agenda Section	Consent Agenda
Section Number	IV.I
Subject	City Manager's Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	City Manager's Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>





## City Manager Monthly Report

### Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

1. Navigate to: [www.farmersvilletx.com](http://www.farmersvilletx.com)
2. Select <OPENGOV> button
3. Navigate within OpenGOV menu to select the metric of choice

### City Manager General

1. Top priority items:
  - a. Make Collin College successful.
  - b. Complete Hamilton Street.
  - c. Be ready for and promote growth.
    - i. Thoroughfare Map planning
    - ii. Land Use Map Planning
    - iii. Comprehensive Plan Update
    - iv. New Waste Water Treatment Plant
  - d. Fiber optic network business case decision.
  - e. Keep the Police and Fire Department running optimally.
  - f. Electrical system substation relocation.

### Ordinances and Resolutions

1. New
  - a. Revised and approved Disaster Declaration related to COVID-19 (complete).
  - b. Create preservation ordinance. Preliminary version complete and first pass P&Z review complete. Due for second pass P&Z review. (in-progress)
  - c. Oncor rate change denial (complete)
  - d. New council related resolutions: bank signatory. (complete)
  - e. Corona virus supplemental funding resolution. (complete)
  - f. Texas New Mexico rate change resolution. (complete)
2. Change
  - a. Zoning ordinance, accessory building requirements. (backlog)
  - b. Zoning ordinance, zoning map. (backlog)
  - c. Thoroughfare design manual. (backlog)
  - d. Storm water design manual. (backlog)
  - e. Water and Sewer design manual. (backlog)

### Contracts/Agreements

1. Delinquent Ad Valorem tax agreement with Abernathy, Roeder, Boyd, and Hullet. (Complete)
2. Camden Park development agreement phase II. (Complete)

3. Kimley-Horn WWTP 1 and 2 contract revision. (complete)
4. Boundary agreements with the Josephine and Caddo Mills. (in-progress)
5. Review and make changes as necessary to the Riding Club ILA. (backlog)

#### **Planning**

1. Update comprehensive plan. A great deal of emphasis is being placed on reconfiguring the Land Use Map and the Thoroughfare Map. (in-progress)
  - a. Board/Committee review complete: August 2018
  - b. Land Use Map and Thoroughfare Map redevelopment: June 2020
  - c. Interim rewrite: September 2020
  - d. Planning and Zoning review and Public Workshop: November 2020
  - e. City Council review: January 2021
  - f. Planning and Zoning Public Hearing: February 2021
  - g. Public hearing and Council approval: March 2021

#### **Policy/Procedural Changes**

1. Employee attendance policy. Rough draft reviewed and ready for Council approval. (in-progress)
2. Employee Records Policy. (in-progress)
3. Website development and maintenance policy. (backlog)

#### **Customer Service Window**

1. Please see COVID-19 Activity Statement 8 April 2020 attached below.

#### **Personnel Related Matters**

1. Please see COVID-19 Activity Statement 8 April 2020 attached below.
2. Job is posted on TML and interviews are being conducted for Main Street Manager.

#### **Budget/Finance**

1. Working on application for financial transparency award through the State Comptroller's office. Target is second quarter 2020.
2. Awaiting auditor's annual report. Usually available in May timeframe.
3. Continued work on OpenGov budget book. Initial version is complete and on the City website.
4. Started on the 2020/2021 proposed budget.

#### **Development Services**

1. Collin College
  - a. Construction continues.
  - b. DBI has completed engineering changes to the 4 lane street supporting the college. The bid package is being created. Anticipate bids will be returned by June 2020 and project will start July of 2020.
  - c. Electrical distribution line and transformer project is complete.
2. Reliable Concrete
  - a. Below is list of remaining items that need to be finished regarding the development agreement:
    - Issue CO for operations building
    - Complete platting of property
    - Improvements to CR 699
    - Pay applicable tap fees and impact fees

- Complete screening wall
  - Complete planting of trees and grass on perimeter. Install irrigation system.
  - Complete internal driveways
  - Execute paperwork so materials sold are FOB Farmersville
  - Meet capacity requirements of performance criteria
3. Nelson Brothers
    - a. Below is list of remaining items that need to be finished regarding the development agreement:
      - Complete platting of property
      - Improvements to CR 699
      - Pay applicable tap fees and impact fees
      - Complete screening wall
      - Complete planting of trees and grass on perimeter
      - Complete internal driveways with impervious surface
      - Execute paperwork so materials sold are FOB Farmersville
  4. Martin Marietta
    - a. No new activity beyond the plat.
  5. Camden Park
    - a. Phase III infrastructure continues construction.
    - b. Housing construction continues.
      - Camden
        - Permitted: 52
        - Models: 2
        - Completed: 43
        - Sold: 43
        - Under Construction: 7
      - DR Horton
        - Permitted: 88
        - Models: 2
        - Completed: 80
        - Sold: 78
        - Under Construction: 6
  6. Palladium Apartment Development
    - a. Project is complete.
  7. Pieville
    - a. 107 South Main Street is under construction.
    - b. Water line for fire suppression system is currently under construction.

#### **Information Technology**

1. Set up new Council email.
2. Supported VT SCADA upgrade. Migrating stand-alone computer SCADA system hardware and software to virtual server based system.
3. Personnel remote access has remained in operation and is working reasonably well.

#### **Special Events/Projects**

1. No new news.

## COVID-19 Activity Statement 8 April 2020

Our overall strategy is to keep services critical to the health and safety of every Farmersville citizen viable. These critical services are: Police, Fire, EMS, electrical, water, sewer, information technology, meals on wheels, and streets. Other City services may be diminished in the interest of public health and safety to make sure the critical services are maintained. I have asked Chief Sullivan as our Emergency Manager to lead the way in making sure this strategy is successful. Chief and I meet twice a day to go over the events of the day and make appropriate course corrections as we are faced with new challenges. Chief and I are also meeting with the Mayor on an as needed basis to get the latest information and react to his leadership.

In order to implement the strategy the following actions have been taken:

1. Non-critical City buildings and some parks have been closed to the public and appointments have been moved. This includes the following buildings: Best Center, Library, Civic Center, Spain Complex, Farmersville Historical Museum, Senior Citizens Center.
2. Playground equipment has been rendered inoperable at the following parks: Rambler Park, City Park, South Lake Park. The parks however remain open.
3. City Hall is closed to normal patron traffic except via the drive thru window. Business may be conducted by telephone, mail, drive-thru, or email. Appointments may be granted on a limited basis by contacting City Hall via phone.
4. Library operations are currently closed to the public. No curbside service is being offered at this time.
5. The following city operations are being conducted remotely by personnel via computer/telephone at their home to the maximum extent possible: Municipal Court, Finance, Human Resources, City Secretary, Main Street, Library, Code Compliance, Animal Control, Police/Fire Department Administration.
6. The following city operations continued to be offered at City Hall using the drive-thru window, mail, email, and telephone: General Customer Support, Utility Billing, Development Services, City Manager, Municipal Court (to the extent possible), Information Technology.
7. Only one Customer Service Associate is attending Customer Service operations and the drive-thru window each day. The other Customer Service Associate is on-call at their residence. On a daily basis the only personnel conducting business at City Hall is: City Manager, Assistant to the City Manager, one Customer Service Associate.
8. Inspection services will be conducted by personnel on an "as needed" basis only. Otherwise personnel associated with this task are operating from home.
9. Public Works will go back to full coverage on 4 May 2020. However social distancing will be observed.
10. The City Manager and the Emergency Manager will continue to be in close contact with public health officials and closely monitor updates provided by official Federal, State, and County agencies.
11. Updates will be provided through our Nixel public alert system, social media platforms, and the city website.
12. Information Technology personnel have been asked to put systems in place to allow work at home.
13. Building office areas are being wiped down daily including restrooms.

14. Staff dealing with outside customers and money are asked to wear gloves and disinfect as necessary. Washing hands often is encouraged.
15. Staff is monitoring temperature with a non-contact thermometer twice a day.
16. The Emergency Manager is providing daily situation reports.
17. The Emergency Manager has been asked to stay current with situations as they exist in close-by communities such as Wylie, Rockwall, Greenville, and Princeton.
18. Develop and install emergency declarations and ordinances as necessary.
19. All boards are cancelled except for Planning and Zoning when required by law.
20. All special events have been cancelled.
21. Expenses are being tracked related to the disaster for possible reimbursement:
  - a. Late fees
  - b. Reconnect Fees
  - c. Unpaid revenue
  - d. Sales Tax
  - e. Employees not working at their normal station
  - f. Coronavirus related expenses

## **V. Informational Items**

Agenda Section	Informational Items
Section Number	V.A
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **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-2020-0512-001 regarding Mayoral Disaster Order.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	O-2020-0512-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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**CITY OF FARMERSVILLE  
ORDINANCE #O-2020-0512-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING ORDINANCE #O-2020-0414-001 IN RESPONSE TO THE COVID-19 VIRUS OUTBREAK, PURSUANT TO THE TEXAS DISASTER ACT OF 1975, CHAPTER 418, TEXAS GOVERNMENT CODE AND CHAPTER 122 OF THE TEXAS HEALTH AND SAFETY CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF**

**WHEREAS**, beginning in or about December 2019, a novel coronavirus, now designated COVID-19, spread through the world and has now been declared a global pandemic by the World Health Organization; and

**WHEREAS**, symptoms of COVID-19 can range from mild to severe illness including fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

**WHEREAS**, the COVID-19 virus appears to spread mainly between people who are in close contact with one another; and

**WHEREAS**, the City of Farmersville has established emergency protective measures, mitigation procedures, and emergency response plans for this type of health emergency; and

**WHEREAS**, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency in response to COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, Texas Governor Greg Abbott declared a state of disaster in all Texas counties, and thereafter Collin County Judge Chris Hill declared a local state of disaster due to a public health emergency; and

**WHEREAS**, on Monday, March 16, 2020, Mayor Jack Randall Rice issued a Declaration of Local State of Disaster Due to Public Health Emergency for the City of Farmersville pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health as set forth in Texas Government Code Chapter 418 commencing on March 17, 2020 (the "Mayoral Disaster Declaration"); and

**WHEREAS**, on March 19, 2020, Texas Governor Greg Abbott issued Executive Order No. GA-08 (hereinafter "GA-08") relating to COVID-19 preparedness and mitigation; and

**WHEREAS**, on March 19, 2020, the Commissioner of the State Health Services issued a Declaration of a Public Health Disaster in the State of Texas in response to the rapid spread of COVID-19; and

**WHEREAS**, on March 19, 2020, the Mayor later issued a First Revised Declaration of Local State of Disaster Due to Public Health Emergency (the "First Revised Mayoral Disaster Declaration") incorporating Texas Governor Greg Abbott's Executive Order No. GA-08 prohibiting all dine-in service at restaurants and bars, while encouraging drive-thru, delivery, pick-up, or carry-out services, and further closing all bars, indoor recreation facilities, and public venues; and

**WHEREAS**, on Monday, March 23, 2020, Mayor Jack Randall Rice extended and continued the March 16 Declaration for another seven (7) day period; however, such Extension of Declaration provided that "in the event the City Council of the City of Farmersville shall declare a local state of disaster, this Extension of Declaration shall expire on its own terms upon the effective date of any Declaration of the City Council of the City of Farmersville"; and

**WHEREAS**, on March 24, 2020, Collin County Judge Chris Hill issued his Order regarding COVID-19 to protect the citizens of Collin County; and

**WHEREAS**, the Texas Disaster Act authorizes the governing body of the City of Farmersville to continue or renew a declared local state of emergency for a period of more than seven (7) days; and

**WHEREAS**, prudence dictates that extraordinary measures must continue to be taken to contain COVID-19 and prevent its spread throughout the City of Farmersville; and

**WHEREAS**, on March 30, 2020, the City Council of the City of Farmersville ("City Council") adopted Ordinance #O-2020-0330-001 ratifying, amending, and extending the First Revised Mayoral Disaster Declaration.

**WHEREAS**, on March 31, 2020, Texas Governor Greg Abbott issued Executive Order No. GA-14 (hereinafter "GA-14") superseding GA-08 relating to COVID-19 to, among other things, require that every person in Texas, except where necessary to provide or obtain essential services, minimize social gatherings and minimize in-person contact with people who are not in the same household; and

**WHEREAS**, Governor Abbott's Executive Order No. GA-14 adopts and incorporates the list of "Essential services" identified by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, that were adopted by the City Council in Ordinance #O-2020-0330-001 plus religious services conducted in churches, congregations, and houses of worship; and extends such restrictions through at least April 30, 2020; and

**WHEREAS**, on March 31, 2020, Collin County Judge Chris Hill rescinded his Order of March 24, 2020; and

**WHEREAS**, on April 14, 2020, the City Council adopted Ordinance #O-2020-0414-001 extending Ordinance #O-2020-0330-001 through May 15, 2020 and incorporating Mayor Rice's First Revised Mayoral Disaster Declaration under Section 122.005 of the Texas Health and Safety Code, the Texas Constitution, the Disaster Act and other applicable state law; and

**WHEREAS**, on April 17, 2020, the Governor of the State of Texas issued Executive Order No. GA-16 (hereinafter "GA-16") superseding GA-14 and relating to statewide reopening of certain aspects of the Texas economy during the COVID-19 disaster; and

**WHEREAS**, on April 27, 2020, the Governor of the State of Texas issued Executive Order No. GA-18 (hereinafter "GA-18") superseding GA-16 and relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Farmersville to amend Ordinance #O-2020-0414-001 by this ordinance to incorporate the Governor's Order No. GA-18 in response to the COVID-19 virus outbreak pursuant to Section 122.005 of the Texas Health and Safety Code, the Texas Constitution, the Disaster Act, and other applicable state law.

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

**Section 1: FINDINGS INCORPORATED**

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

**Section 2: DECLARING A LOCAL STATE OF DISASTER**

On March 16, 2020, the Mayor of the City of Farmersville, Texas declared a local state of disaster due to a public health emergency in response to the COVID-19 outbreak for the City of Farmersville, Texas effective on March 17, 2020 (the "Mayoral Disaster Declaration"), and was later amended on March 19, 2020 (the "First Revised Mayoral Disaster Declaration") pursuant to section 418.108(a) of the Texas Government Code. The First Revised Mayoral Disaster Declaration was declared for a period not to exceed seven (7) days from the effective date of the declaration pursuant to section 418.108(a) of the Texas Government Code. On March 30, 2020, the City Council of the City of Farmersville ("City Council") adopted Ordinance #O-2020-0330-001. On April 14, 2020, the City Council adopted Ordinance #O-2020-0414-001 extending Ordinance #O-2020-0330-001 through May 15, 2020

**Section 3: PUBLICATION OF ORDINANCE**

Ordinance #O-2020-0414-001 was published in accordance with state law.

#### **Section 4: ORDINANCE MAY BE EXTENDED**

Ordinance #O-2020-0414-001 may be amended under state law and the Texas Disaster Act.

#### **Section 5: CITY COUNCIL HEREBY AMENDS ORDINANCE #O-2020-0414-001**

The City Council hereby amends Ordinance #O-2020-0414-001 effective May 15, 2020 at 11:59 p.m. authorizing the City to take any actions necessary to promote health and suppress the virus and insuring compliance for those who do not comply with the City's rules, pursuant to section 122.005 of the Texas Health and Safety Code which provides, as follows:

**"POWERS OF TYPE A GENERAL-LAW MUNICIPALITY.**

(a) The governing body of a Type A general-law municipality may take any action necessary or expedient to promote health or suppress disease, including actions to:

(1) prevent the introduction of a communicable disease into the municipality, including stopping, detaining, and examining a person coming from a place that is infected or believed to be infected with a communicable disease;

(2) establish, maintain, and regulate hospitals in the municipality or in any area within five miles of the municipal limits; or

(3) abate any nuisance that is or may become injurious to the public health.

(b) The governing body of a Type A general-law municipality may adopt rules:

(1) necessary or expedient to promote health or suppress disease; or

(2) to prevent the introduction of a communicable disease into the municipality, including quarantine rules, and may enforce those rules in the municipality and in any area within 10 miles of the municipality.

(c) The governing body of a Type A general-law municipality may fine a person who fails or refuses to observe the orders and rules of the health authority."

## **Section 6: CITY COUNCIL AND CITY BOARD AND COMMISSION MEETINGS**

The City Council of the City of Farmersville shall continue its in-person public meetings, and all appointed boards and commissions of the City may conduct in-person, public meetings beginning, Monday May 18, 2020, as determined by the respective board/commission. All in-person meetings shall be conducted using best efforts to provide adequate social distancing for members and attendees during the meetings, including their closed sessions. Teleconferencing may also be utilized for public meetings, as determined by the City Council and the respective board/commission, and in conjunction with the provisions of the Texas Open Meetings Act.

## **Section 7: GOVERNOR'S EXECUTIVE ORDERS ADOPTED**

Beginning May 15, 2020 at 12:01 a.m., the provisions of Executive Order GA-18 and any subsequent, related Executive Order of Governor Abbott pertaining to COVID-19 shall govern the conduct of individuals and businesses in the City of Farmersville during the COVID-19 disaster.

## **Section 8: GOVERNOR'S EXECUTIVE ORDER NO. GA-18**

This Ordinance hereby incorporates the Governor's Executive Order No. GA-18 relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster for the duration of this Ordinance and it is attached hereto as Exhibit A and made a part hereof. The provisions of GA-18 shall govern in the event of a conflict between the provisions of GA-18 and this Ordinance.

## **Section 9: ENFORCEMENT TOOLS**

This Ordinance hereby authorizes the use of all lawfully available enforcement tools by the City of Farmersville.

## **Section 10: PENALTY**

Any person, firm or corporation violating any of the provisions of this Ordinance commits an offense, punishable by a fine up to \$ 1,000.00 per day, and each and every day such violation shall continue shall be deemed to constitute a separate municipal offense within the jurisdiction of the Municipal Court of the City of Farmersville.

## **Section 11: SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been

enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

**Section 12: REPEALER CLAUSE**

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section 13: EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and shall remain in effect until the latter of i) 12:00, midnight, June 12, 2020, or ii) the termination date of any subsequent, related Executive Order of Governor Abbott pertaining to COVID-19.

**DULY PASSED, APPROVED, AND ADOPTED** on first reading and only reading on the 12<sup>th</sup> day of May, 2020 at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 12<sup>th</sup> DAY OF MAY, 2020.**

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
SANDRA GREEN  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ALAN D. LATHROM  
City Attorney

**EXHIBIT A**

**EXECUTIVE ORDER GA-18**

*(Consisting of the following Cover Letter plus five pages.)*





GOVERNOR GREG ABBOTT

April 27, 2020

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
1 PM O'CLOCK

APR 27 2020  
*[Signature]*  
Secretary of State

The Honorable Ruth R. Hughs  
Secretary of State  
State Capital Room 1E.8  
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-18 relating to the expanded reopening of services as part  
of the safe, strategic plan to Open Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

*[Signature]*  
Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
April 27, 2020

## EXECUTIVE ORDER GA 18

*Relating to the expanded reopening of services as part of the safe, strategic plan to  
Open Texas in response to the COVID-19 disaster.*

---

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all counties in Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code, and renewed that determination on April 17, 2020; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, shortly before Executive Order GA-08 expired, I issued Executive Order GA-14 on March 31, 2020, based on the President's announcement that the restrictive social-distancing Guidelines should extend through April 30, 2020, in light of advice from Dr. Anthony Fauci and Dr. Deborah Birx, and also based on guidance by DSHS Commissioner Dr. Hellerstedt and Dr. Birx that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, Executive Order GA-14 superseded Executive Order GA-08 and expanded the social-distancing restrictions and other obligations for Texans that are aimed at slowing the spread of COVID-19, including by limiting social gatherings and in-person contact with people (other than those in the same household) to providing or obtaining "essential services," and by expressly adopting federal guidance that provides a list of critical-infrastructure sectors, workers, and functions that should continue as "essential services" during the COVID-19 response; and

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WHEREAS, after more than two weeks of having in effect the heightened restrictions like those required by Executive Order GA-14, which have saved lives, it was clear that the disease still presented a serious threat across Texas that could persist in certain areas, but also that COVID-19 had wrought havoc on many Texas businesses and workers affected by the restrictions that were necessary to protect human life; and

WHEREAS, on April 17, 2020, I therefore issued Executive Order GA-17, creating the Governor's Strike Force to Open Texas to study and make recommendations on safely and strategically restarting and revitalizing all aspects of the Lone Star State—work, school, entertainment, and culture; and

WHEREAS, also on April 17, 2020, I issued Executive Order GA-16 to replace Executive Order GA-14, and while Executive Order GA-16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Executive Order GA-16 is set to expire at 11:59 p.m. on April 30, 2020; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, the "governor is responsible for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.017(a), the "governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately, and continuing through May 15, 2020, subject to extension based on the status of COVID-19 in Texas and the

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1 PM O'CLOCK

APR 27 2020

recommendations of the Governor's Strike Force to Open Texas, the White House Coronavirus Task Force, and the CDC.

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services or reopened services, minimize social gatherings and minimize in-person contact with people who are not in the same household. People over the age of 65, however, are strongly encouraged to stay at home as much as possible, to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days, and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

"Essential services" shall consist of everything listed by the U.S. Department of Homeland Security (DHS) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.0 or any subsequent version, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of essential services, as specified in this executive order and any approved additions. Requests for additions should be directed to TDEM at [EssentialServices@tdem.texas.gov](mailto:EssentialServices@tdem.texas.gov) or by visiting the TDEM website at [www.tdem.texas.gov/essentialservices](http://www.tdem.texas.gov/essentialservices).

"Reopened services" shall consist of the following to the extent they are not already "essential services."

1. Retail services that may be provided through pickup, delivery by mail, or delivery to the customer's doorstep.
2. Starting at 12:01 a.m. on Friday, May 1, 2020:
  - a) In-store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment.
  - b) Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that (a) this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages and are therefore not required to post the 51 percent sign required by Texas law as determined by the Texas Alcoholic Beverage Commission, and (b) valet services are prohibited except for vehicles with placards or plates for disabled parking.
  - c) Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening.
  - d) Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food-court dining areas, play areas, and interactive displays and settings must remain closed.
  - e) Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that (a) local public museums and local public libraries may so operate only if permitted by the local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed.
  - f) For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those in-store retail services, dine-in restaurant services, movie theaters, shopping malls, and museums and libraries, as otherwise defined and limited above, may operate at up to 50 percent (as opposed to 25 percent) of

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12:11 P.M.  
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- the total listed occupancy
- g) Services provided by an individual working alone in an office.
- h) Golf course operations.
- i) Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document-filing services, as determined by the local government.
- j) Such additional services as may be enumerated by future executive orders or proclamations by the governor.

The conditions and limitations set forth above for reopened services shall not apply to essential services. Notwithstanding anything herein to the contrary, the governor may by proclamation identify any county or counties in which reopened services are thereafter prohibited, in the governor's sole discretion, based on the governor's determination in consultation with medical professionals that only essential services should be permitted in the county, including based on factors such as an increase in the transmission of COVID-19 or in the amount of COVID-19 related hospitalizations or fatalities.

In providing or obtaining essential services or reopened services, people and businesses should follow the minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), and should implement social distancing, work from home if possible, and practice good hygiene, environmental cleanliness, and sanitation. This includes also following, to the extent not inconsistent with the DSHS minimum standards, the Guidelines from the President and the CDC, as well as other CDC recommendations. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

Religious services should be conducted in accordance with the joint guidance issued and updated by the attorney general and governor.

People shall avoid visiting bars, gyms, public swimming pools, interactive amusement venues such as bowling alleys and video arcades, massage establishments, tattoo studios, piercing studios, or cosmetology salons. The use of drive-thru, pickup, or delivery options for food and drinks remains allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential or reopened services or engaging in essential daily activities, such as going to the grocery store or gas station, providing or obtaining other essential or reopened services, visiting parks, hunting or fishing, or engaging in physical activity like jogging, bicycling, or other outdoor sports, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by the HHSC, including minimizing the movement of staff between facilities whenever possible.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance by students and shall not

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recommence before the end of the 2019-2020 school year. Public education teachers and staff are encouraged to continue to work remotely from home if possible, but may return to schools to conduct remote video instruction, as well as perform administrative duties, under the strict terms required by the Texas Education Agency. Private schools and institutions of higher education should establish similar terms to allow teachers and staff to return to schools to conduct remote video instruction and perform administrative duties when it is not possible to do so remotely from home.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services or reopened services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list of essential services or the list or scope of reopened services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-16, but does not supersede Executive Orders GA-10, GA-11, GA-12, GA-13, GA-15, or GA-17. This executive order shall remain in effect and in full force until 11:59 p.m. on May 15, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 27th  
day of April, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT  
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughes in black ink.

RUTH R. HUGHES  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
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APR 27 2020

Agenda Section	Reading of Ordinances
Section Number	VI.B
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2020-0512-002 regarding Oncor rate change.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	O-2020-0512-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE #O-2020-0512-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DENYING THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY LLC, FOR DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, the City of Farmersville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

**WHEREAS**, on or about April 3, 2020, Oncor filed with the Public Utility Commission of Texas an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), seeking to increase distribution rates by approximately \$1.14 per month for the average residential customer using only 1,300 kWh per month; and

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

**Section 1.** The proposed change in rates filed with the Governing Body of this municipality by Oncor Electric Delivery Company LLC on April 3, 2020, are hereby found to be unreasonable and are hereby denied and disapproved, and Oncor Electric Delivery Company LLC shall continue to provide electric delivery service within this municipality in accordance with its rate schedules and service regulations in effect within this municipality on April 3, 2020.

**Section 2.** It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and as required by law, and public notice of the time, place and purpose of said meeting was given as required.

**Section 3.** This Ordinance shall be effective on the date of the passage and approval hereof.

**DULY PASSED AND APPROVED** at a regular meeting of the City Council of Farmersville, Texas, on this the 12<sup>th</sup> day of May, 2020.

**APPROVED:**

By: \_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary



## **VII. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider, discuss and act upon the election of Mayor Pro Tem and Treasurer.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon Resolution #R-2020-0512-001 regarding signatories for all accounts for the city with CapTex Bank.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	R-2020-0512-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION #R-2020-0512-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING SIGNATORIES FOR ALL ACCOUNTS FOR THE CITY OF FARMERSVILLE WITH CAPTEX BANK, FARMERSVILLE BRANCH, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, certain persons who were previously designated as signatories for City of Farmersville Accounts with CapTex Bank, Farmersville Branch, no longer occupy the positions that gave rise to such designation;

**WHEREAS**, it is necessary to designate new signatories and re-designate certain existing signatories for City of Farmersville Accounts with CapTex Bank, Farmersville Branch;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED 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: PERSONS DESIGNATED AS SIGNATORIES**

The following persons are designated, or re-designated, as signatories for the City of Farmersville accounts with CapTex Bank, Farmersville Branch:

Bryon Wiebold;  
\_\_\_\_\_  
Paula Jackson; and  
Sandra Green

**Section 3: COMPLETION OF REQUIRED FORMS**

The above-named signatories are hereby authorized to complete the forms and provide such information as may be required by CapTex, Farmersville Branch, to finalize their respective designations as signatories in the presence of the appropriate banking officer.

**Section 4: TWO SIGNATURES REQUIRED**

The signatures of any two of the above-named signatories are required on each check written on City of Farmersville accounts.

**Section 5: REPEAL OF PREVIOUS DESIGNATIONS**

The signature authority of other persons previously designated as signatories for the City of Farmersville accounts with CapTex Bank, Farmersville Branch and not designated or re-designated in this Resolution is hereby immediately repealed and revoked in all regards. Any other designation or authorization granted to any person not identified in this Resolution to act on behalf of the City of Farmersville is hereby immediately rescinded, repealed and revoked.

**Section 6: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its passage and shall remain in effect until written notice shall be delivered to CapTex Bank, Farmersville Branch that this Resolution has been amended, modified, repealed or replaced.

**DULY PASSED** by the City Council of the City of Farmersville on this 12<sup>th</sup> day of May, 2020.

**APPROVED:**

\_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon the assignment of Council liaisons to City boards and commissions
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Council liaison chart
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## City Council Liaisons

<b>Current Positions (2019-2020)</b>	
<b>Councilmember</b>	<b>Board/Commission</b>
Randy Rice	---
Mike Hurst	FEDC (4A)
Craig Overstreet	Planning & Zoning
Todd Rolen	City Amenities
Michael Hesse	FCDC (4B)
Donny Mason	Building & Property Standards; Main Street

<b>New Positions (2020-2021)</b>	
<b>Councilmember</b>	<b>Board/Commission</b>
Bryon Wiebold	
Mike Henry	
Craig Overstreet	
Dwain Mathers	
Jim Hemby	
Terry Williams	

### **Boards and Commissions:**

FEDC (4A)

FCDC (4B)

Building & Property Standards

Planning & Zoning Commission

City Amenities Board

Main Street Board

School Board

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon Resolution #R-2020-0512-002 regarding Coronavirus Emergency Supplemental Funding.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	R-2020-0512-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**CITY OF FARMERSVILLE  
RESOLUTION #R-2020-0512-002**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, SUPPORTING THE SUBMISSION OF A GRANT APPLICATION FOR THE JUSTICE ASSISTANCE GRANT FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM.**

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds it in the best interest of the citizens of Farmersville, Texas that an application for the Justice Assistance Grant for the Coronavirus Emergency Supplemental Funding Program ("Grant") for the Farmersville Police Department and the Farmersville Fire Department be submitted to the Office of the Governor; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, agrees that in the event of loss or misuse of the Office of the Governor Grant funds, an amount equal to the Grant funds will be returned to the Office of the Governor in full;

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

**SECTION 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**SECTION 2.** The City Council of Farmersville, Texas, hereby approves submission of the Grant application for the Justice Assistance Grant for the Coronavirus Emergency Supplemental Funding Program to the Office of the Governor.

**SECTION 3.** Police Chief Michael P. Sullivan is hereby designated as the City's/Grantee's "Authorized Official" for purposes of the Grant with the full power to apply for, accept, reject, alter, or terminate the Grant on behalf of the City as the applicant agency.

**DULY PASSED AND APPROVED** by the City Council of the City of Farmersville, Texas on the 12<sup>th</sup> day of May, 2020.

**APPROVED:**

\_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

Grant Number: \_\_\_\_\_

Agenda Section	Regular Agenda
Section Number	VII.E
Subject	OpenGov software review.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Consider, discuss and act upon Resolution #R-2020-0512-003 regarding Texas-New Mexico rate changes.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	R-2020-0512-003
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION #R-2020-0512-003**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS FINDING THAT TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION FOR A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

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

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

**WHEREAS**, on or about April 6, 2020, TNMP filed with the Commission an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50731, seeking to increase distribution rates by \$14.7 million annually (an approximately \$2.79 increase to the average residential customer's bill from the rates approved in the Company's most recent rate case); and

**WHEREAS**, the City of Farmersville will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

**WHEREAS**, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

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

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

**SECTION 1.** That the City is authorized to participate with TNMP Cities in Commission Docket No. 50731.

**SECTION 2.** That, subject to the right to terminate employment at any time, the City of Farmersville hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend,

P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal TNMP's DCRF application.

**SECTION 3.** That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**SECTION 4.** That the Company shall continue to charge its existing rates to customers within the City.

**SECTION 5.** That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

**SECTION 6.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 7.** That a copy of this Resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Chris Brewster, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or cbrewster@lglawfirm.com.

**PASSED AND APPROVED** this 12<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Bryon Wiebold, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VII.G
Subject	Consider, discuss and act upon the review of the Kimley-Horn contract for the wastewater treatment plant.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VII.H
Subject	Consider, discuss and act upon Amendment No.1 for Kimley-Horn to design trickling filter arm on the wastewater treatment plant.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Amendment No. 1
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## **AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 01 dated March 31, 2020 to the agreement between the City of Farmersville ("CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT") dated April 25, 2017 ("the Agreement") concerning WWTP #1 Rehabilitation (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

### **Project Understanding**

The CITY owns two wastewater treatment plants with two separate TPDES discharge permits. The Farmersville Wastewater Treatment Facilities 1 and 2 are located at 1201 Elm Street. The CITY desires to rerate and submit a major amendment for Plant 2. The CITY desires to combine the flow of Plant 1 and Plant 2 into a single permit for Plant 2. The CITY also desires to replace the existing trickling filter distributor arms.

### **Scope of Services**

#### **Task 1A – TPDES Rerating and Major Amendment Support**

The CONSULTANT will provide technical support for rerating and submitting a major amendment to the Texas Commission on Environmental Quality (TCEQ) through the following tasks:

1. **Data Collection** – CONSULTANT will deliver a letter request to the CITY describing data that should be provided by the CITY. Data collection is anticipated to include the following:
  - 5 years of discharge monitoring reports
  - Available influent data
  - Operational data
  - Record drawings
2. **Influent Loading Determination** – CONSULTANT will evaluate the data provided by the CITY and recommend the influent organic loading to be used in the major amendment application. The organic loading will be determined by the criteria listed in the Texas Administrative Code (TAC) 217.34.
3. **Capacity Evaluation** – CONSULTANT will compare the Plant 2 treatment unit volumes with TAC Chapter 217 design organic loading rates, surface overflow rates, hydraulic detention times, and contact times to determine units with excess loading capacity.
4. **Hydraulic Evaluation** – CONSULTANT will use existing record drawings and hydraulic profile to determine the hydraulic capacity of Plant 2.
5. **Sludge Management** – the CONSULTANT will prepare a sludge management plan required by the Domestic Technical Report Worksheet 1.0.
6. **Engineering Report** – The CONSULTANT will prepare an engineering report supporting the major amendment application. The engineering report will include design calculations used during the capacity evaluations.
7. **Address TCEQ Technical Review Comments** – the CONSULTANT will address up to two (2) rounds of comments provided by the TCEQ Technical Review Team.



## Task 2A – Trickling Filter Design Services

The CONSULTANT will perform the following professional services for the replacement of the existing trickling filter arms:

1. Prepare engineering plan sheets and specifications for regulatory approval and construction. Plans will consist of 22" x 34" plan sheets. The CONSULTANT anticipates preparing approximately 10-15 plan sheets. The CONSULTANT will provide the following information on the plan sheets:
  - Civil sheets
    - General notes
    - Site plan
    - Profiles
    - Details
  - Mechanical sheets
    - General notes
    - Equipment layout
    - Sections
    - Details
  - Electrical sheets
    - Site plan
    - Control and Instrumentation
    - SCADA
    - Details
2. Prepare technical specifications for materials and installation of the proposed improvements. The Contract Documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents. The *NCTCOG Standard Specifications for Public Works Construction* and the CITY's requirements for Public Works Construction will govern all other specifications.
3. Submit to the CITY 90% plans, specifications, and OPCC for review and comments.
4. Make revisions based on the CITY's review comments.
5. Submit final plans to the following regulatory agencies for review:
  - a. TCEQ
6. Submit to the CITY final construction documents for the project to be included as a change order to one of the CITY'S existing construction contracts.

### Meetings:

- a. Meet with CITY one time to present 90% complete plans, specifications, and an OPCC for this phase of the project.
- b. Meet with CITY one time to present Final Plans and Specifications, and an OPCC for this phase of the project.
- c. Prepare for and attend one (1) City Council meeting.

### Deliverables:

- a. Ten (10) copies of 90% complete plans, specifications, contract documents and an OPCC for review and comment.

- b. Two (2) copies of final plans for regulatory approval.
- c. Ten (10) copies of final plans, contract documents and an opinion of probable construction cost.
- d. PDF electronic copy of final documents.

Services/Deliverables provided by the CITY:

- a. Review and comment on the 90% submittal.

**Task 3A – Construction Contract Administration**

CONSULTANT will provide professional construction phase services to the CITY during construction of this project. The estimated construction period of the project is four (4) months for the basis of establishing the CONSULTANT's Fee. The construction phase services are as follows:

1. Pre-Construction Conference – The CONSULTANT will conduct a pre-construction conference prior to commencement of work at the site.
2. Visits to Site and Construction Observation – The CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by CITY in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep CITY informed of the general progress of the Work.
3. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. Recommendations with Respect to Defective Work – The CONSULTANT will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
5. Clarifications and Interpretations – The CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
6. Change Orders – The CONSULTANT may recommend Change Orders to CITY, and will review and make recommendations related to Change Orders submitted or proposed by the

Contractor.

7. Shop Drawings and Samples – The CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
8. Substitutes and "or-equal" – The CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
9. Inspections and Tests – The CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate, and may receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
10. Disagreements between CITY and Contractor – The CONSULTANT will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
11. Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
12. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.
13. Substantial Completion – The CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with CITY and Contractor,

conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY, CONSULTANT considers the Work substantially complete, CONSULTANT will notify CITY and Contractor.

14. **Final Notice of Acceptability of the Work** – The CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
15. **Limitation of Responsibilities** – The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.
16. **Record Drawings** – Prepare project "Record Drawings" based on information provided by the Contractor and/or CITY as to the actual field placement of the work including any changes or deletions. CONSULTANT is not responsible for the accuracy of the information provided by the Contractor and/or the CITY. CONSULTANT will provide the following deliverables:
  - o One (1) set of reproducible (22" x 34") Record Drawings.
  - o One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

**Deliverables:**

- Shop Drawing Reviews – as described above
- Contractor's Estimates – as described above
- Record Drawings – as described above

**Services/Deliverables provided by the CITY:**

- Provide CITY's staff input on progress of work.
- Payment of the Contractor.

**Additional Services**

Additional services to be performed if authorized by the CITY, but which are not included in the above-described Scope of Services, are as follows:

1. Preparation or submittal of the TPDES discharge permit
2. Bidding phase services.
3. Geotechnical engineering services.
4. Architectural services.
5. Professional services associated with bidding the project.
6. Construction Staking.
7. Making significant modifications to the plans and specifications after the final submittals have been approved by the CITY.
8. Providing resident project representation services, on-site inspection, during the construction phase of the project.
9. Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
10. Any services not listed in the Scope of Services.

Kimley-Horn recommends that the CITY budget the following for these services:

**WWTP #1 Rehabilitation**

Task 1A – TPDES Major Amendment Support	\$ 15,000	(Lump Sum)
Task 2A – Trickling Filter Design Services	\$ 20,000	(Lump Sum)
Task 3A – Construction Phase Services	\$ 20,000	(Reimbursable)
<b>Subtotal</b>	<b>\$55,000</b>	<b>(Reimbursable)</b>

CLIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: *Jeff James, P.E.*

Title: Senior Vice President

Date: 3-31-20

Agenda Section	Regular Agenda
Section Number	VII.I
Subject	Consider, discuss and act upon Delinquent Ad Valorem Tax Agreement with Abernathy, Roeder, Boyd & Hullett.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

THIS CONTRACT is made and entered into by and between the **CITY OF FARMERSVILLE**, a political subdivision of the State of Texas, acting by and through its governingbody, (hereinafter called "CITY"), and **ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**, McKinney, Texas, (hereinafter called the "FIRM").

### I.

CITY agrees to employ and does hereby employ FIRM to enforce by suit or otherwise, the collection of all delinquent ad valorem taxes, penalty and interest, owing to the CITY, which the CITY refers to the FIRM, provided the current year's taxes have become delinquent within the period of this Contract, and therefore shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract on property that is not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years and upon which the FIRM initiates or has initiated legal activity shall become subject to its terms on the first day of delinquency.
- C. All delinquent personal property taxes shall become subject to this Contract and shall be turned over to the FIRM for collection 60 days after the delinquency date for said taxes that become delinquent on or after February 1, 2020.
- D. Other taxes, including current taxes, which are turned over to the FIRM by the CITY's tax collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this Contract at the

time they are turned over to the FIRM, and the FIRM shall be entitled to attorney's fees as set forth herein, when such attorney's fees are actually recovered from the taxpayer.

- E. CITY reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the FIRM for collection.

## II.

The FIRM's relationship with CITY shall at all times be that of an independent contractor. The method and manner in which the FIRM's services hereunder shall be performed shall be determined by the FIRM in its sole discretion, and CITY will not exercise control over the FIRM or its employees. The employees, methods, equipment and facilities used by the FIRM shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the FIRM, or any of its employees, as employees of CITY.

## III.

All services provided by FIRM hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the profession in the State of Texas applicable to such services of the type of collection services contemplated by this Agreement, and FIRM shall be responsible for all services provided hereunder. FIRM shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give these services such priority in its office as is necessary to cause FIRM's services hereunder to be timely and properly performed.

## IV.

The FIRM shall call to the attention of the CITY's designated tax collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and shall intervene on behalf of the CITY in all suits for taxes hereafter filed by any taxing unit for ad valorem taxes on property located within its geographical limits.



V.

CITY, or its authorized tax collector, agrees to furnish a delinquent tax roll including all data the CITY may have based upon Collin County tax roll information as to the name and address of the taxpayer, the legal description of the property, and the years and amount of taxes due, to FIRM on all property within CITY's jurisdiction. CITY further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as such information is available.

VI.

FIRM agrees to file suit on and reduce to judgment and sale or to enforce the collection otherwise of delinquent taxes on property located within the CITY's taxing jurisdiction. The FIRM shall have the authority to procure on behalf of CITY the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of such property. FIRM agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48.

VII.

FIRM further agrees to begin work upon receipt of a delinquent tax file, to proceed diligently in all collection efforts, and to report progress to the CITY on a monthly basis. FIRM shall advise the representative designated by the CITY of all delinquent accounts where an investigation reveals mitigating circumstances and/or taxpayers financially unable to pay their delinquent taxes.

FIRM and CITY hereby agree that certain standards for performance of this Agreement are necessary to ensure that all parties understand the intent of the other party. These standards are not designed to give rights to third parties. Instead, in order for all parties to fully perform the necessary duties under this Agreement, the Parties hereby establish standards which sets forth the goals and

objectives of the CITY and criteria which expresses what is required of the FIRM under this Agreement ("Performance Criteria"), as set forth in Exhibit "A" attached hereto and incorporated by reference as if written word for word herein. The Performance Criteria may be updated on an as needed basis. Failure of the FIRM to perform in accordance with the Performance Criteria, after thirty (30) day written notice and ten (10) day opportunity to cure may result in the termination of this Agreement at the discretion of the CITY.

#### VIII.

CITY further agrees to employ and does hereby employ FIRM on a mutually agreed upon basis, to include in any suit filed for delinquent taxes the collection of receivables, such as mowing liens, demolition liens, and other liens filed by the CITY with the County Clerk of Collin County, Texas. CITY reserves the right to make the final decision as to whether or not to enforce by suit the collection of any such receivables. FIRM agrees to include the CITY's claims for amounts due pursuant to such liens in delinquent tax collections suits when applicable. Such receivables become subject to the terms of this contract at the time they are turned over to the FIRM, and the FIRM is entitled to attorney's fees (*the maximum rate permitted by law*) of any amounts awarded by a court and actually received by CITY; however, CITY shall not be liable for payment of any attorney's fees to FIRM. The FIRM agrees to seek recovery of such attorney's fees on behalf of the CITY. The CITY reserves the right to accept or reject any payments tendered for less than the full amount due including attorney's fees. CITY agrees to pay over such compensation to FIRM monthly by check.

#### IX.

CITY agrees to pay to FIRM as compensation for services as follows:

1. For Tax Year 2007 and Subsequent Years: CITY agrees to pay FIRM as compensation hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Sections 33.07 and 33.11, or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment to the collector of taxes after the earliest dates for attachment of said penalty and/or costs prescribed in the aforementioned statutes.

2. For Tax Year 2006 and Prior Years: CITY agrees to pay FIRM as compensation hereunder fifteen percent (15%) of the amount of all delinquent taxes, penalty and interest for each applicable year in which said amount is actually collected and paid to the collector of taxes during the term of this contract as and when collected.

All compensation provided for herein shall become the property of the FIRM at the time of payment of taxes, penalty, interest and costs to the collector of taxes, subject to the terms of this contract. The collector shall pay over said funds monthly by check.

X.

The initial term of this Contract shall be for five (5) years, from May 1, 2020, through May 31, 2025, with the option to renew for an additional five (5) year term, if mutually agreeable. However, either party to this Contract shall have the right to terminate this Contract at any time by giving the other party thirty (30) days written notice of its desire and intention to terminate this Contract; and further provided that the FIRM shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this Contract becomes terminated. FIRM shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration

of the terms and compensation herein stated, FIRM hereby accepts said employment and undertakes the performance of this contract as above written.

In the event that the contract period provided herein shall expire without termination or renewal, this contract shall automatically be extended for successive thirty (30) day periods until such is terminated or renewed by the CITY.

**XI.**

All disputes arising in connection with this Contract shall be resolved exclusively in Civil District Court in Collin County, unless venue for any such dispute is required by law to be in another court. The parties hereto agree that the laws of the State of Texas shall govern and control the interpretation, performance and enforcement of this Contract.

**XII.**

Before commencing work, the FIRM shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the CITY. The FIRM shall furnish to the CITY Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville

205 S. Main

Farmersville, Texas 75442

Professional Liability Insurance to provide coverage against any claim which the FIRM and all firms engaged or employed by the FIRM become legally obligated to pay as damages arising out

of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the CITY.

A. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

I. All insurance policies shall be endorsed to the effect that CITY will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

B. All insurance shall be purchased from an insurance company that meets a financial rating of B+ VI or better as assigned by AM. Best Company or equivalent.

### **XIII.**

In the event the FIRM receives any funds on behalf of the CITY, the FIRM shall receive and handle all collections as constructive trustee for the use and benefit of the CITY. All accounts and funds received by FIRM and documentation of any kind furnished by the CITY shall at all times remain the property of the CITY. In the event of termination of this Agreement for any reason or expiration thereof, such funds and documentation shall be returned within five (5) days to the CITY. FIRM may not, under any circumstances, withhold such funds.

### **XIV.**

At any time during normal business hours and as often as the CITY may deem reasonably necessary, FIRM shall make available to a representative designated in writing by the CITY for examination, all of FIRM's records, whether written or electronically generated and stored, which

include but are not limited to all collections, accounts, activity, disposition, etc., with respect to all matters covered by this Agreement, and will permit the CITY to examine such records; however, CITY shall use best efforts to protect the FIRM's attorney work product and all confidential information pursuant to the Texas Public Information Act, and in furtherance of the foregoing, CITY shall only make copies, excerpts, or transcripts from such records which are or which are determined to be public information by the Texas Attorney General.

**XV.**

FIRM shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and policies of the CITY, which in any manner affect FIRM or its services.

**XVI.**

If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term.

**XVII.**

FIRM agrees to give full attention to the fulfillment of this Agreement and to give such priority to this Agreement so as to timely effectuate its purpose. CITY agrees to provide in timely manner information necessary to allow the FIRM to fulfill its obligations herein. This Agreement may not be assigned, in whole or in part, without the prior written consent of the CITY, and no part or feature of the work will be subcontracted to anyone without the approval of the CITY. FIRM further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve FIRM from its full obligations to the CITY as provided by this Agreement.


In consideration of the terms and compensation herein stated, Abernathy, Roeder, Boyd & Hullett, P.C. accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the CITY by \_\_\_\_\_, who is authorized to execute this instrument by Order heretofore passed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, in Farmersville, Collin County, Texas.

*City of Farmersville*

By: \_\_\_\_\_  
NAME / TITLE

**ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

By:  \_\_\_\_\_  
CHAD TIMMONS  
1700 Redbud Blvd #300  
McKinney, Texas 75069

## EXHIBIT "A"

### PERFORMANCE CRITERIA

The FIRM shall at all times perform work under the Agreement to the customary standards of professionals performing the same type of services in the Dallas-Fort Worth, Texas metropolitan area. FIRM shall perform the functions of the Agreement in a timely manner considering the subject matter at issue. In addition,

A. The FIRM will be proactive and pursue delinquent properties in a timely manner on properties that are vacant, have a deceased owner, or have no improvements. If the CITY becomes aware of properties that have been vacated, have a deceased owner, or are without improvements, CITY shall notify the FIRM in writing of said properties.

B. The CITY may from time to time deem certain properties with delinquent taxes a priority for legal action. CITY shall provide FIRM with a list in writing of said properties.

C. Each party shall assign an employee to coordinate collections efforts under the Agreement, with the respective employee being the primary point of contact between FIRM and CITY.

D. The FIRM shall closely monitor delinquent tax rolls and not let delinquent real property accounts be removed by statute, unless otherwise directed. The CITY and the FIRM acknowledge that delinquent taxes on property with over-65 or other deferrals may cause the delinquent taxes to extend beyond the statute of limitations, requiring removal of such delinquent taxes from the delinquent tax roll pursuant to statute.

E. The FIRM shall obtain a judgment on all properties, unless otherwise directed by the CITY or prohibited by law. All unimproved or non-occupied properties shall be foreclosed on. The remainder of the properties shall be determined on a case-by-case basis. In the event the CITY elects to not foreclose on occupied properties, the CITY shall reimburse FIRM for actual out-of-pocket publication costs and title fees; however, when such judgment is satisfied, in any manner, the CITY shall be entitled to withhold an amount equal to such publication costs and title fees, plus interest as provided for in the judgment, from the amount the CITY actually collects.

F. In addition to the monthly reports provided by the tax collector, the FIRM will provide CITY with a twice-yearly summary of cases filed, judgments rendered, and sheriffs' sales conducted, including an analysis of the FIRM's progress in collection of the CITY's delinquent taxes. The FIRM shall inform CITY the day a tax suit has been filed on a property by email to the CITY's designated employee.



G. The FIRM and CITY shall meet and discuss occupied non-homestead properties which have been delinquent for more than two (2) years. The FIRM shall pursue collection on all such properties as directed by the CITY.

H. Sheriffs Sales:

I. FIRM shall diligently pursue foreclosure of properties identified to the FIRM by the CITY as priority accounts.

I. If the CITY requests, the FIRM shall ask the sheriff/constable to strike off properties to the CITY.

J. The FIRM will represent the CITY in all bankruptcy matters in which the CITY is owed money; the FIRM will receive a fee only in those cases in which a fee is recovered from the debtor.

Agenda Section	Regular Agenda
Section Number	VII.J
Subject	Consider, discuss and act upon an Interlocal Agreement with Collin County regarding jail services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 12, 2020
Attachment(s)	Interlocal Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



## Contract Amendment

ONE (1)

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

Vendor: City of Farmersville  
205 S. Main St.  
Farmersville, TX 75442

Effective Date 10/1/2019  
Contract No. 2018-394  
Contract Jail Services

Awarded by Court Order No.: 2018-1041-12-10  
Amendment 1 Court Order No.: \_\_\_\_\_

### YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 2.01 of the contract documents.  
Agreement shall be in effect from October 1, 2019, continuing through and including September 30, 2020.

Charges for fiscal year 2020: \$98.78 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect  
and may only be modified in writing signed by both parties.

ACCEPTED BY:

\_\_\_\_\_  
(Print Name)

City of Farmersville  
205 S. Main St.  
Farmersville, TX 75442

SIGNATURE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: \_\_\_\_\_

## Interlocal Jail Services Agreement

This agreement is entered into on the 13<sup>th</sup> day of November, 2018, by and between the City of Farmersville and Collin County. Both are political subdivisions of the State of Texas.

### Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

### Section 1. Definitions

#### 1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

### Section 2. Term

#### 2.01 Term

As its term, this Agreement will last between October 1, 2018 and September 30, 2019. The parties expect to renew the Agreement for October 1, 2019 to September 30, 2020. In the event that such a renewal is delayed, however, this Agreement will automatically renew for another fiscal year under the terms set out here.

#### 2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

### **Section 3. Services**

#### **3.01 Services**

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

#### **3.02 Persons Accepted**

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the

discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
- b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."

#### **Section 4. Non-Exclusivity of Service Provision**

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City will pay the County a Basic Charge of \$94.47 per day or part of a day per inmate that the City requests be confined on the City's charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov't Code, § 791.011(e).

##### **5.02 Additional Charges**

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges (the City's inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City's inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, "the City" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access

to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

### **5.03 Billing**

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

### **5.04 Cost of Additional Charges**

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

### **5.05 Source of Payment**

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

## **Section 6. Lawful Arrest and Detention**

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

## **Section 7. Procedures**

### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

## **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

## **Section 8. Civil Liability**

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Farmersville or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

## **Section 9. Amendment**

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

## **Section 10. Controlling Law**



Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

## **Section 11. Notices**

### **11.01 Form of Notice**

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

### **11.02 Addresses**

A party will address a communication to the other's address as follows:

(a) if the County, to:

Keith Self, County Judge  
Collin County Administration Bldg  
2300 Bloomdale Road  
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, Texas 75071

(b) if the City, to:

Benjamin L. White  
City Manager  
205 S. Main St.  
Farmersville, Tx 75442

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

Collin County Purchasing  
Collin County Administration Bldg.  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071

## **Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City

will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

#### **Section 13. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

#### **Section 14. Counterparts**

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

#### **Section 15. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

#### **Section 16. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

#### **Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

#### **Section 18. No Partnership or Agency**

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Collin County, Texas

By: \_\_\_\_\_  
Keith Self, County Judge

Date: \_\_\_\_\_

City of Farmersville, Texas

By: Jgd R. S. W.  
Title: Mayor

Date: 11-13-18

## **VIII. EXECUTIVE SESSION**

## **IX. RECONVENE FROM EXECUTIVE SESSION**

## **X. Requests to be Placed on Future Agendas**

## **XI. Adjournment**