

Agenda Section	Regular Agenda
Section Number	IIV G
Subject	Fiber
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Documents
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	Documents
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>

RFP No: 2023-1RFP

# City of Farmersville



# Fiber Network Request For Proposal

Revision Date: 10 January 2023

## 1. INTRODUCTION

The City of Farmersville, Texas ("City") is seeking proposals from qualified organizations ("Proposers" and individually "Proposer") to creatively partner with the City to deploy a world-class broadband fiber network with internet services throughout the City.

Because broadband plays a central role in many facets of life and work, having excellent broadband is now a key factor in a community's ability to lead and maintain a leadership position in a highly competitive environment. From all aspects of a community including citizens, businesses, anchor institutions, economic development, and City services broadband has now become an important factor associated with improving the quality of life, offering best in class services, expanding work from home possibilities, improving educational opportunities, cultivating entertainment options, and attracting the best, most talented people to the community. The City has strong leadership support to partner with a private provider in the deployment of a world-class broadband fiber network with an ancillary wireless network supported by superior internet service provider ("ISP") services securing a position to become a gigabit city.

The City has not defined specific ways to participate with the Proposer in such a collaboration but understands the need to help reduce private sector capital expenditure ("CapEx") and speed to market. In this Request for Proposal (RFP) process, the City encourages Proposers to explain their plans and ways the City could help those plans to become reality (for the selected Proposer).

The City has obtained a federal Economic Development Administration (EDA) grant funding in the amount of \$2,908,811. The City has matched this grant funding with \$727,203 bringing the total anticipated project amount to \$3,636,014. The City is seeking the best use of the grant and matching fund for the benefit of the broadband fiber project that is consistent with the grant rules and guidelines.

Additionally, the City is seeking any other significant grant opportunity to reduce CapEx. The State of Texas is defining the State Broadband office and resulting State grant opportunities. There are significant amounts of federal broadband grant funding becoming available for broadband projects. The City is planning to partner with the successful Proposer to take advantage of the federal grant dollars and is releasing this RFP to obtain a clear understanding of potential project opportunities and identify the most innovative, efficient, and cost-effective solutions.

This RFP offers three areas of opportunity. Proposers shall respond to all of the following with the understanding that the extent of the City's investment will be the EDA grant funds:

- Broadband Infrastructure Project Plan
- Internet Service Provider (ISP) Project Plan
- Wireless Data Dome Project Plan

## 2. **BACKGROUND**

The City of Farmersville is located northeast of the City of Dallas in Collin County centered on the four corners of US Highway 380 and State Highway 78.

A few of the statistics relating to the City are shown below:

- Residents in 2022: 5,000+
- Median resident age in 2020: 38.0
- Median household income in 2020: \$41,774
- Estimated per capita income in 2020: \$28,503
- Median owner-occupied housing value in 2020: \$186,700
- Total number of water meters: 1,799
- Total residential water meters: 1,538

A broadband survey was conducted in 2019 by Texas A&M University Commerce. The results of this survey are shown in Appendix B.

A broadband survey was conducted in 2021 by the University of Texas at Arlington as part of an overall citizen satisfaction survey. The results of this survey are shown in Appendix C.

A broadband feasibility study was conducted in 2022 by Associated Communications and Research Services (ACRS) headquartered in Oklahoma City. The presentation results from this study are shown in Appendix D.

The City owns and maintains the electrical distribution grid within the bulk of the City's corporate limits. Most of the electrical grid is above ground on poles owned by the City. A copy of the City's poles placement and grid layout may be obtained from the City Manager's office upon request.

## 3. **DELIVERABLES**

### 3.1. **Broadband Infrastructure Project Plan**

Proposers are asked to provide a broadband infrastructure project plan along with pertinent business analysis, high-level conceptual engineering data, and financial analysis presenting how a financially viable and technically feasible community Fiber-to-the-Premises (FTTP) model could be deployed in the City using the EDA funding.

Each Proposer shall include the following information at a minimum in their response.

- Partnership/collaboration strategy with cost and investment sharing approach.
- Suggested high-level conceptual systems engineering:
  - Premise equipment
  - Typical high-level design of on-premises fiber connection
  - Fiber backhaul
  - Major central office hardware/software

- Transport
- Tiered rate plan with data speeds.
  - Pricing plans for eligible low-income households
- Project timeline.
- Project cost.
- Anticipated high-level engineering/construction phasing approach as applicable.
- Assumed number of households in the City.
- Number of Fiber to the Home (FTTH) connections established in each phase.
- Financial analysis.
- City cost/benefit analysis.
- Marketing approach.
- Network operation and maintenance approach.
- Ability to incorporate Pre-Planned Product Improvement (P3I) and expansion.
- Long-term community planning approach.
- Network expansion strategy including expansion into Extra-Territorial Jurisdiction (ETJ) beyond the city limits.
- Partner exit strategy.

In addition, please provide any other information that would be relevant to partnering with the City on a broadband improvement effort for its residents and businesses. The City is interested in learning about different types of partnerships that are requested or preferred in a working relationship with one or more selected internet service provider(s) (ISPs), including for its internal connectivity needs. The City welcomes creative ideas for supporting world-class broadband service availability, affordability, and adoption.

The successful proposal will place an emphasis on customer service, reliability, quality, cost, and speed from an end user customer perspective. A design goal of achieving ten (10) gigabit down and one (1) gigabit up operation is desired.

### **3.2. Internet Service Provider (ISP) Project Plan**

Proposers are asked to provide an ISP project plan along with pertinent business analysis, conceptual data, and financial analysis presenting how a financially viable and technically feasible ISP model could be deployed given that a broadband infrastructure exists.

Each Proposer shall include the following information at a minimum in their response.

- Partnership/collaboration strategy with cost and investment sharing approach.
- Operational concept.
- Project timeline.
- Project cost.
- Assumed number of households supported.
- Financial analysis.
- City cost/benefit analysis.

- Marketing approach.
- Operation and maintenance approach.
- Partner exit strategy.

The proposal provided shall assume the following activities are included in the ISP services:

- Customer service call center
- Customer service online portal
- New service support
- Residential services
  - Internet
  - Phone
  - Television
- Commercial services
  - Business internet
  - Phone
  - Television
  - Ethernet layer 2 services
- Network Operations Center (“NOC”) with network monitoring
- Troubleshooting of customer problems with associated service orders
- Equipment inventory
- Sales
- Billing coordination and preprocessing
- Network provisioning
- Manage the IP addresses for the subscribers
- Managing the internet backhaul circuits
- Complete network monitoring and network maintenance service orders
- Transport procurement and contracting.
- Local, state, and federal compliance
- Security

There are individuals and groups located within the City that might have access to broadband, but because of financial reasons, language barriers, age related issues, or other challenges, are not able to adopt (or purchase) broadband services. There are existing federal government programs to help with these issues. The successful Proposer should present a solution that outlines how a Digital Equity Plan could be implemented to target socio-economically disadvantaged populations enabling those groups to participate more actively in the digital economy.

The ISP Project Plan assumes the City will provide the following services:

- Payment processing
- Billing processing

The successful proposal will place an emphasis on customer service, reliability, quality, cost, and speed from an end user customer perspective.

### **3.3. Wireless Data Dome Project Plan**

The City seeks to provide an additional quality of life feature by providing a wireless network or data dome for customers of the broadband network. The concept of the wireless data dome is to provide continuous service to mobile devices from the residence to other destinations within the City. The Proposer may consider a phased approach with limited implementation to keep initial costs down.

Each Proposer shall include the following information at a minimum in their response.

- Partnership/collaboration strategy with cost and investment sharing approach.
- Suggested conceptual systems engineering with system capability from a high-level viewpoint including:
  - Wireless equipment
  - Frequency
  - Range
  - Number of wireless access points required
  - Coverage area for each phase proposed
  - Location of each wireless access point
  - Number of customers supported at each wireless access point
  - Mobile devices supported
  - Required broadband interface
- Project timeline.
- Project cost.
- Financial analysis.
- City cost/benefit analysis.
- Tiered rate plan with data speeds.
  - Pricing plans for eligible low-income households
- Marketing approach.
- Network operation and maintenance approach.
- Ability to incorporate Pre-Planned Product Improvement (“P3I”) and expansion.
- Network expansion strategy including expansion into Extra-Territorial Jurisdiction (“ETJ”) beyond the City limits.
- Partner exit strategy.

The successful proposal will place an emphasis on customer service, reliability, quality, cost, and speed from an end user customer perspective.

### **3.4. Constraints**

The following is a list of project constraints that shall be considered in the development of each proposal:

- Symmetrical fiber data speeds shall be greater than 1 Gigabit.
- Construction utilizing EDA funds shall start prior to May 2023.
- Construction utilizing EDA funds shall be complete prior to August 2024.
- Infrastructure related to the expenditure of EDA funds shall remain the property of the City.

- Engineering associated with EDA funds shall be accomplished using Associated Communications and Research Services (ACRS), Oklahoma City, Oklahoma unless otherwise allowed by the City.
- All engineering drawings shall be approved by the City or the City's approved representative for engineering associated with EDA funds.
- EDA funds shall not be used for any materials or items placed on private property.

### **3.5. Additional Requirements**

In addition to the response for the previous parts of this RFP, Proposers shall provide the following information in your response document:

- Cover letter
  - Include a narrative of how your proposal is advantageous to the City.
- Proposer qualifications
  - Corporate overview of the proposing company including at a minimum:
    - Corporate headquarters location
    - Years in business
    - Publicly or privately held
    - Services provided
  - Previous experience with similar projects and staff qualifications.
  - Identify other networks, especially in the local area, the proposing organization has designed, built, maintained, or operated; include the levels of broadband speed, availability, and adoption among different categories of end-users and unique capabilities or attributes.
  - Discuss other partnerships with other service providers, government, or non-profit entities previously undertaken.
  - Show financial health and financial statements from the last three (3) years of operation. State if the Proposer has any dispute, litigation, judgment, or other legal action that might impact the ability to perform services under this contract.
  - Explain how the Proposer is a suitable partner for this project.
  - Previous experience with communities like Farmersville.
  - Provide documentation of licensing and approvals required to provide the equipment, hardware, and services being proposed.
- Discuss the intent to pursue additional grant funding in coordination with the City. The City's goal is to solicit grant funding from Texas' grant program and any subsequent funding opportunities that may become available. The partner(s) identified through this RFP and any subsequent solicitations should be willing to be a direct participant of the grant seeking process in partnership with the City. To this end, please describe previous experience/successes with middle-mile and last-mile projects funded from federal and state grant sources.
- Any standard Contract Agreements typically used by the Proposer's company relevant to any of the proposal details
- Any additional information the Proposer deems necessary to inform the City



- Responses shall be less than 75 pages, excluding any attached reference materials.

#### **4. CONTACT INFORMATION**

##### **4.1. Questions**

Requests for interpretations or changes to this RFP must be received electronically via the City Manager's email address at [b.white@farmersvilletx.com](mailto:b.white@farmersvilletx.com). The City, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through email. No other interpretations or clarifications shall have legal effect. The City will not respond to questions submitted after the final response deadline listed below. The City reserves the right to refuse to answer any questions submitted.

##### **4.2. Response Submission**

Submit one (1) paper copy titled "Fiber Network Request for Proposal Submittal" to the City Manager by the due date and time at the location specified in the legal notice. Paper proposals submitted to the office of the City Manager shall be a minimum of one (1) original and three (3) copies which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies shall be marked as such.

#### **5. RESPONSE TIMELINE**

- Issue RFP: 9 January 2023
- Pre-submittal Meeting (Optional): Tuesday, 31 January 2023 at 10:30 a.m. CT
- Question Deadline: Thursday, 16 February 2023 at 2:00 p.m. CT
- City Final Response to Questions Deadline: Friday, 17 February 2023 at 5:00 p.m. CT
- Response Due Date: Thursday, 23 February 2023, at 2:00 p.m. CT
- Interviews (optional): 14 March 2022

#### **6. EVALUATION CRITERIA AND FACTORS**

Responses will be evaluated on completeness and compliance with the requirements. The City will eliminate any responses that (a) are non-conforming, (b) do not meet the minimum requirements, (c) are not economically competitive with other responses, or (d) are submitted by Proposers that lack appropriate qualifications.

Please be certain that all required information is included in the response, as the City will not be required to notify the Proposer of incompleteness, clarification, or additional information. Failure to provide the information set forth herein may be grounds for elimination of consideration.

Respondents are encouraged to respond to each part or all parts of the RFP they feel most qualified. Respondent should understand that several Partners may be chosen based on the relative strength of their response within regard to each deliverable or the City may choose one Respondent to cover all the deliverable items. As such, the City will evaluate each Proposer's submission to the sections of the RFP independently to determine the best choice for partner(s) within the context of each section. The responses for each of the required deliverables as well as the overall package will be evaluated based on merit and the criteria listed below.

Points	Description
45	Plausibility and effectiveness of the Proposal for each of the deliverable items with emphasis placed on customer service, reliability, quality, cost, and speed from an end user customer perspective.
20	Qualifications, experience, and past partnerships
10	Willingness to partner with the City concerning future broadband planning related to residential and business concerns.
10	Intent, dedication, and experience in applying for broadband grant funding in partnership with the City.
5	Maximizing the appeal and value of the proposed partnership structure and relationship with the City.
5	Willingness to facilitate last-mile service in unserved areas of the City.
5	Completeness, overall professional organization, and quality of the response.

The City reserves the right to reject any and all proposals and is under no obligation to award a Contract. The City reserves the right to negotiate a contract with the highest evaluated Proposer as determined by the review committee. The City reserves the right to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City ("City Council"). The City shall not be liable to any Proposer for costs associated with responding to this RFP, for Proposer's participation in any oral interview, any cost associated with negotiations, or any other costs associated with this RFP.

The City may consult references familiar with the Proposer regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a response shall constitute permission for the City to make inquiries and authorization to third parties to respond to them.

The City may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether to initiate contract negotiations rests solely with the City. No Proposer shall have any rights against the City arising from such negotiations.

As a result of selection of a Proposer to supply products and/or services to the City, the City is neither endorsing nor suggesting that the Proposer's product or service is the best or only solution. The Proposer agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Proposer warrants in submitting a response and in the performance of an award as a result of the response, that Proposer has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules, and regulations hereunder.

8. **LIMITATION OF LIABILITY**

The City makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work now or in the future. The furnishing of such information by the City shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its response, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the City liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the City, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP and that it shall not hold the City liable or responsible therefore in any manner whatsoever.

9. **CONFIDENTIALITY**

Any portions of the response containing confidential or proprietary information should be clearly marked "Proprietary and Confidential". The City reserves the right to release any such information to its agents or contractors for the purpose of evaluating the Proposer's response. Under no circumstances will the City be held liable for any damages resulting from any disclosure of Proposers claimed confidential information during or after the RFP process.

10. **CITY CONFIDENTIAL INFORMATION**

Specifications, drawings, sketches, models, samples, tools, computers or other apparatus programs, trade secrets, confidential research, development or commercial information, intellectual property, patents, and/or other technical or business data are hereinafter designated as "Confidential Information." Confidential Information shall not include information that (a) is generally available to the public prior to the date of this Agreement; (b) enters the public domain during the term of this Agreement through no fault of the Proposer; (c) the Proposer can establish, through its own contemporaneous records, was in its possession prior to disclosure of the Confidential

Information to the Proposer; or (d) is independently developed by the Proposer without reference to or use of the Confidential Information.

The Proposer shall: (a) hold and maintain all Confidential Information received in strict confidence; (b) restrict disclosure of Confidential Information only to those employees of the Proposer or its wholly owned subsidiaries who have been informed of the confidential nature of the information and have agreed to be bound by the restrictions of this Agreement governing disclosure of Confidential Information, and who need to know the Confidential Information for responses to the City for furnishing material, software, documentation, or services hereunder; and (c) not duplicate, reproduce, distribute, store in any electronic information retrieval system, or disseminate Confidential Information in any other manner. All Confidential Information, whether written, oral, or other, furnished to the Proposer hereunder, or in contemplation hereof, shall remain the property of the City. All copies of such Information in written, graphic, or other tangible form shall be returned to the City or permanently destroyed at the City's request.

Proposer obligations with respect to the Confidential Information shall survive termination of this Agreement and remain in full force and effect for a period of two years from the date of receiving of this Agreement.

**11. DUE DILIGENCE**

Prior to submitting a response, Proposers should carefully examine all the supplied materials, including plans, specifications, and designs related to this project.

**12. PRE-SUBMITTAL MEETING**

An optional pre-submittal conference will be held at the date and time listed above. The conference will be held at Farmersville City Hall, 205 South Main Street, Farmersville, Texas.

A webcast option for this meeting will be provided. Proposers wishing to attend the webcast version of the meeting will need to inform the City Manager, Benjamin L. White, by email (b.white@farmersvilletx.com) at least forty-eight (48) hours in advance of the meeting.

The purpose of this conference is to discuss the requirements of the proposal with potential respondents and provide potential respondents the ability to ask questions arising from their review of the RFP. This pre-submittal conference is for informational purposes only. Answers furnished will not be official until verified in writing by the issuing office or department.

**13. GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the Proposer accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

## **13.1. PROPOSALS**

### **13.1.1. Proposals**

The City will accept paper proposals received by the due date and time at the location specified in the legal notice. Paper proposals submitted to the office of the City Manager shall be a minimum of one (1) original and three (3) copies which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.

### **13.1.2. Authorized Signatures**

The proposal must be executed personally by the Proposer or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Proposer shall accompany the proposal to become a valid offer.

### **13.1.3. Late Proposals**

Proposals must be in the office of the City Manager before or at the specified time and date proposals are due. Proposals received in the office of the City Manager after the submission deadline shall be rejected as non-responsive proposals.

### **13.1.4. Withdrawal Of Proposals Prior To Opening**

A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Manager.

### **13.1.5. Withdrawal Of Proposals After Opening**

A proposal may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.

### **13.1.6. Proposal Amounts**

Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

### **13.1.7. Tax Exempt Status**

The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

#### 13.1.8. Awards

The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

#### 13.1.9. Silence Of Specifications For Complete Units

All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Proposer may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.

#### 13.1.10. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge receipt of all addenda with submission of proposal.

#### 13.1.11. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

#### 13.1.12. General Insurance Requirements

Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

#### 13.1.13. Responsiveness

A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.

#### 13.1.14. Responsible Standing of Proposer

To be considered for award, Proposer must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion

schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.

13.1.15. Proprietary Data

Proposer may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the Proposer. The City will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Public Information Acts.

13.1.16. Waiver Of Claims

Each Proposer by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Proposers. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique set out in this Proposal. In this regard, Proposer acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Proposer waives any claim it has or may have regarding any information contained in or derived from such evaluations.

**13.2. PERFORMANCE**

13.2.1. Design, Strength, And Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.

13.2.2. Age and Manufacture

All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

13.2.3. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the City Manager or designee.

13.2.4. Delivery Schedule

Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery A.R.O. shall be stated in the proposal.

#### 13.2.5. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract shall be included in the proposed price.

#### 13.2.6. Installation Charges

All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.

#### 13.2.7. Operating Instructions And Training

Clear and concise operating instructions and descriptive literature will be provided in English. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.

#### 13.2.8. Storage

Proposer agrees to provide storage of custom ordered materials, if requested, not to exceed thirty (30) calendar days.

#### 13.2.9. Compliance With Federal, State, County, And Local Laws

Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

#### 13.2.10. Patents And Copyrights

The successful Proposer agrees to protect the City from claims involving infringements of patents and/or copyrights.

#### 13.2.11. Samples, Demonstrations And Testing

At the City 's request and direction, Proposer shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Proposer.

All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City. If found inferior to the quality called for, or not



equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the Proposer's expense. Inferior items not retrieved by the Proposer within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Proposer.

### **13.3. PURCHASE ORDERS AND PAYMENT**

#### **13.3.1. Purchase Orders**

A purchase order(s) shall be generated by the City Manager to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

#### **13.3.2. Invoices**

All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the procurement services.

#### **13.3.3. Funding**

The City is operated and funded on an October 1 to September 30 budget year basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract that extends across budget years for which funding is not available.

### **13.4. CONTRACT**

#### **13.4.1. Contract Definition**

The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful Proposer and the City.

#### **13.4.2. Contract Agreement**

Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue until all terms and conditions are satisfied and complete.

#### 13.4.3. Contract Termination

The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

#### 13.4.4. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the Proposer.

#### 13.4.5. Negotiation

The City may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected Proposer shall be submitted in written form and made part of the resulting contract. Although the City reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the Proposer's best terms.

#### 13.4.6. Price Redetermination

A price redetermination may be considered by the City only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. The City reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A Proposer's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal. Any adjustment in pricing must be presented to the City at least ninety (90) days prior to the expiration or renewal of the current agreement.

#### 13.4.7. Termination For Default

The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Proposer fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

#### 13.4.8. Transitional Period

Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the

existing contract including any extension thereof, it shall be incumbent upon the Proposer to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

#### 13.4.9. Invalid, Illegal, Or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### 13.4.10. Injuries or Damages Resulting from Negligence

Successful Proposer shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful Proposer shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

#### 13.4.11. Interest By Public Officials

No public official shall have interest in this contract, in accordance with the applicable provisions of the Texas Local Government Code.

#### 13.4.12. Disclosure Of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any Proposer or person considering doing business with the City disclose in the Questionnaire Form CIQ, the Proposer or person's affiliation or business relationship that may cause a conflict of interest with the City. By law, this questionnaire must be filed with the City Secretary, City of Farmersville, 205 South Main Street, Farmersville, Texas 75442, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

#### 13.4.13. Ethical Behavior

The City requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

13.4.14.       Warranty

The successful Proposer shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

13.4.15.       Uniform Commercial Code

The successful Proposer and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

13.4.16.       Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

13.4.17.       Sale, Assignment, or Transfer of Contract

The successful Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

13.4.18.       Silence Of Specifications

The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

13.4.19.       Anti-Boycotting & Anti-Discrimination

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott Israel; and
- (b) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract

with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract. In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (a) contracts with a sole-source provider; or
- (b) does not receive any bids from a company that is able to provide the required written verification.

### **13.5. INSURANCE REQUIREMENTS**

Before commencing work, the Proposer 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 Proposer shall furnish to the City of Farmersville City 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

c/o City Manager  
205 South Main Street  
Farmersville, TX 75442  
Or Email to: d.hamlin@farmersvilletx.com

Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.

Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

With reference to the foregoing required insurance, the Proposer agrees to the following:

A waiver of subrogation in favor of City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

The City, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

The Proposer shall require any contractors, sub-contractors, and other persons doing business with or for the Proposer related to the work to maintain at least the insurance as required, or their liability shall be covered by the Proposer.

**Appendix A**

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

## **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

(Required by Awarded Proposer(s) Only)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered on or after January 1, 2016.

### **Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City.

The City must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

### **Form Availability:**

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.



## **Appendix B**

### **2019 Texas A&M University Commerce Broadband Survey**



COLLEGE OF  
**Business**  
A&M-COMMERCE



# Broadband Feasibility Study for Farmersville, TX



# Farmersville

DISCOVER A TEXAS TREASURE®



## 1. Results of Survey (IB)



- The Feedback Survey was administered to businesses and residents
  - The purpose of the survey was to gather insights on Internet satisfaction
  - TIRZ - Tax Increment Reinvestment Zone
  - The survey contained 24 questions for the business participants and 26 for the residential participants
- TIRZ response rate:  $63/325=19.38\%$
- Non-TIRZ response rate:  $136/1090= 12.47\%$
- Overall response rate:**  $(63+136)/(1090+325)= 14.06\%$

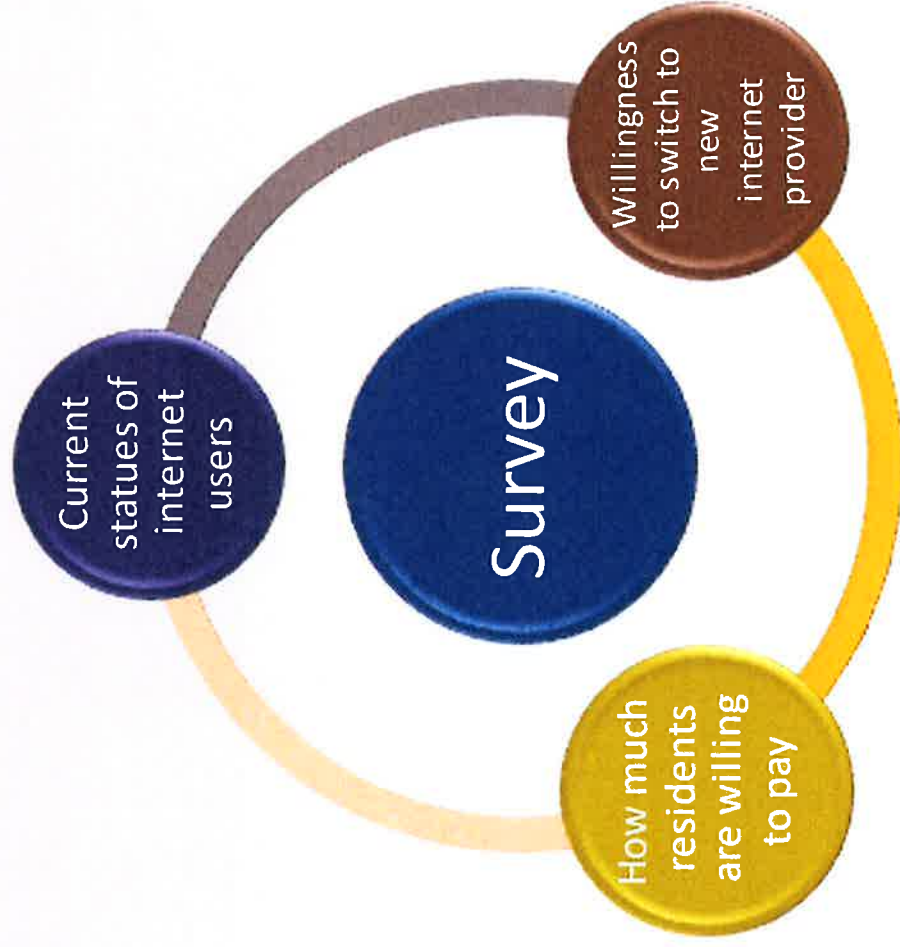
Business	Total
TIRZ	25
Non TIRZ	9
Total	34

Residential	Total
TIRZ	38
Non TIRZ	127
Total	165

Category	Total
Business	34
Residential	165
Total	199



## 1. Results of Survey (IB)





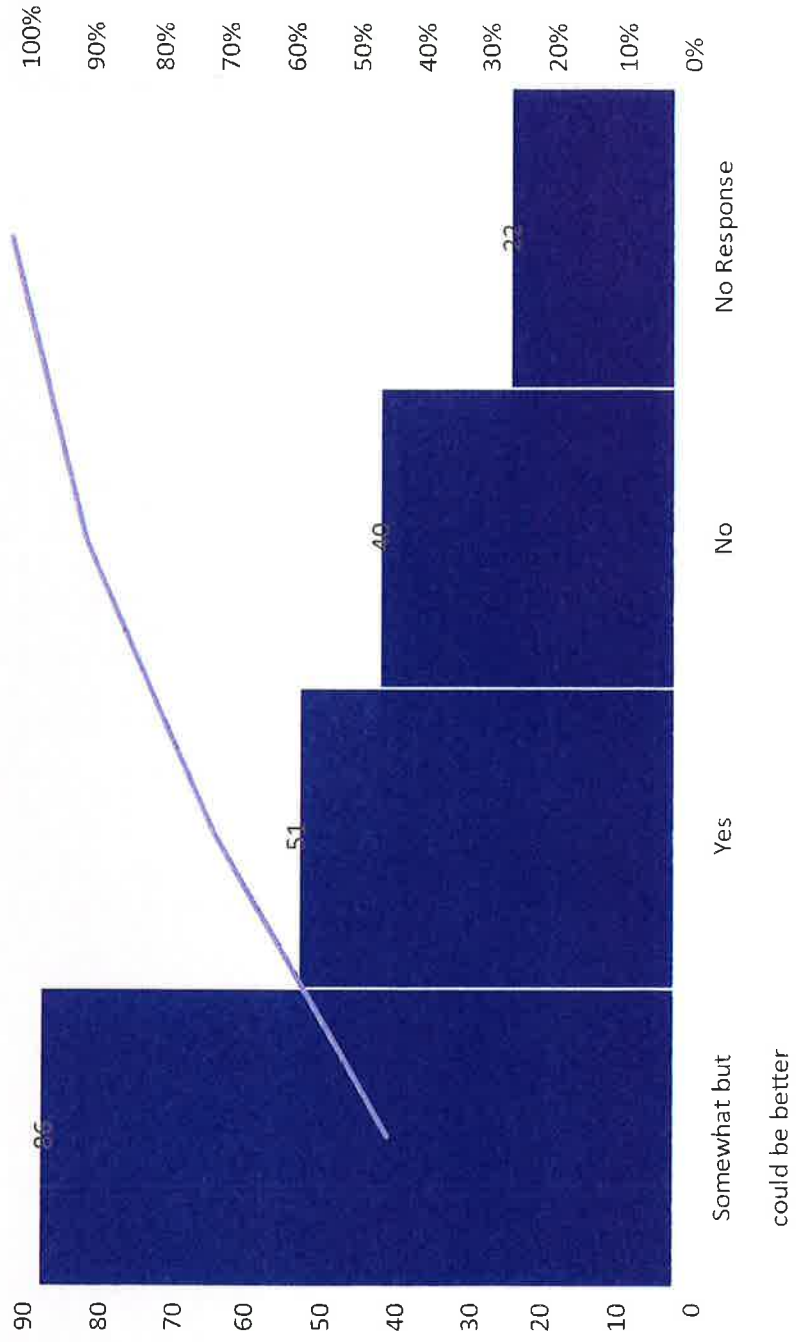
COLLEGE OF  
**Business**  
A&M-COMMERCE

## 1. Results of Survey (IB)



Are you satisfied with your current internet service?

Total Response Business & Residential





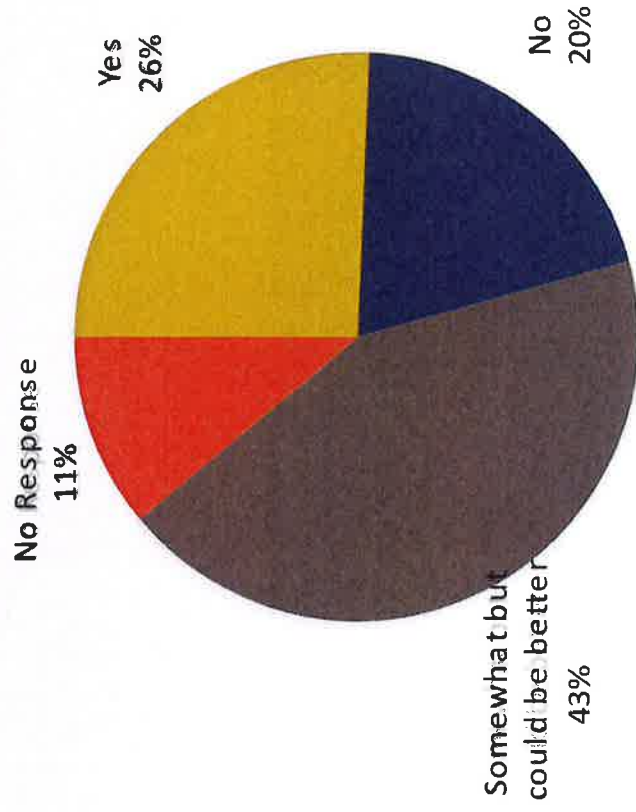
COLLEGE OF  
**Business**  
A&M-COMMERCE

## 1. Results of Survey (IB)



Are you satisfied with your current internet service?

TOTAL RESPONSE BUSINESS & RESIDENTIAL



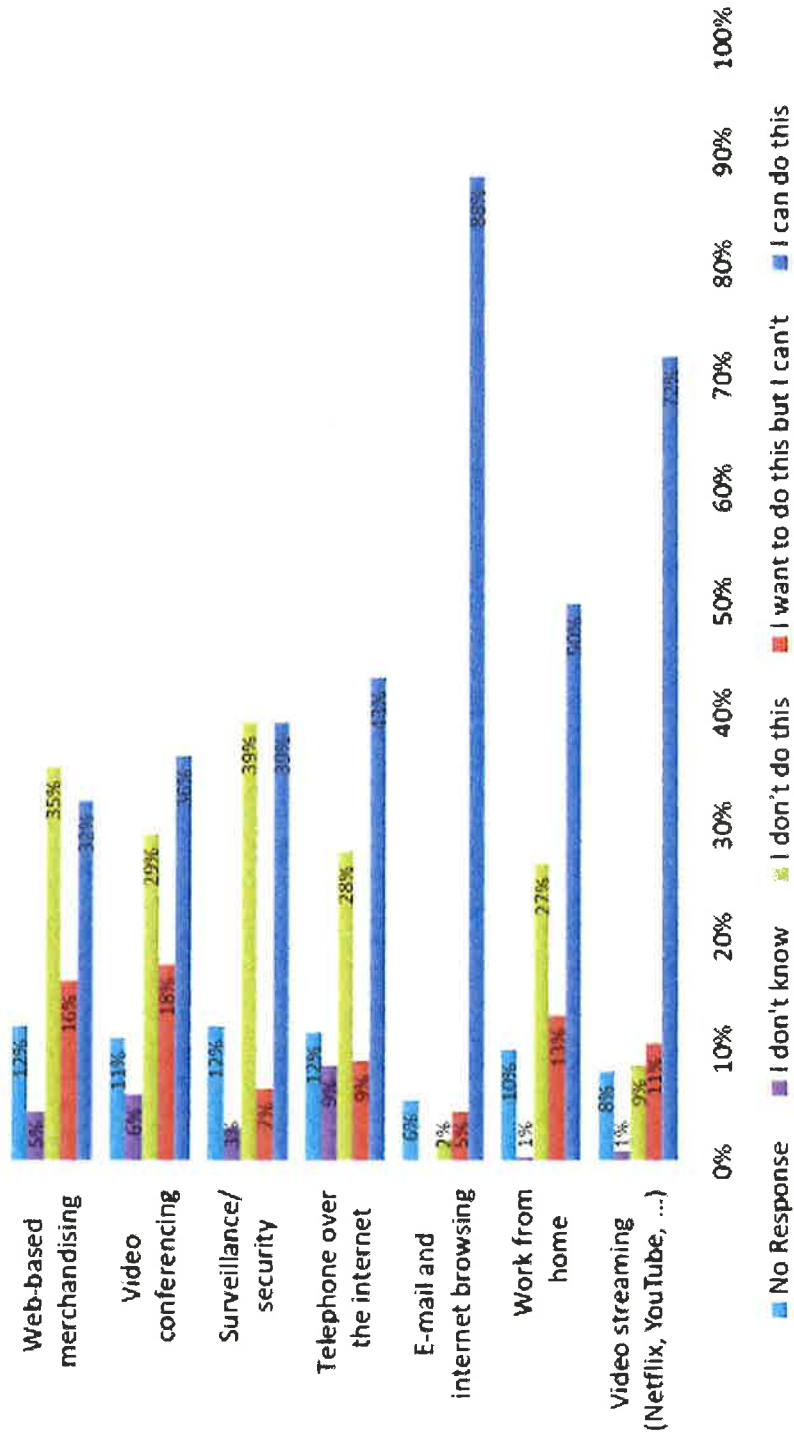


## 1. Results of Survey (IB)



### Activities performed on the internet

#### Total Business & Residential





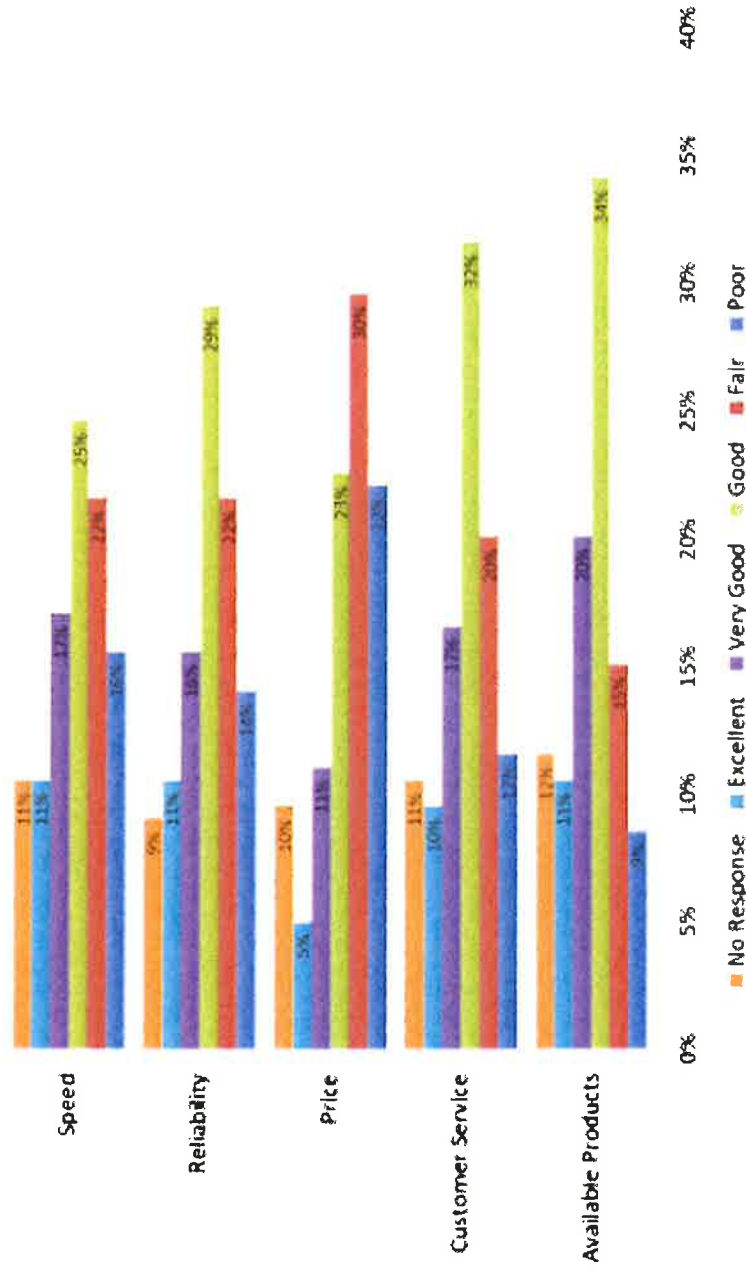


## 1. Results of Survey (IB)



### Rate the internet provider's services

Total Business & Residential



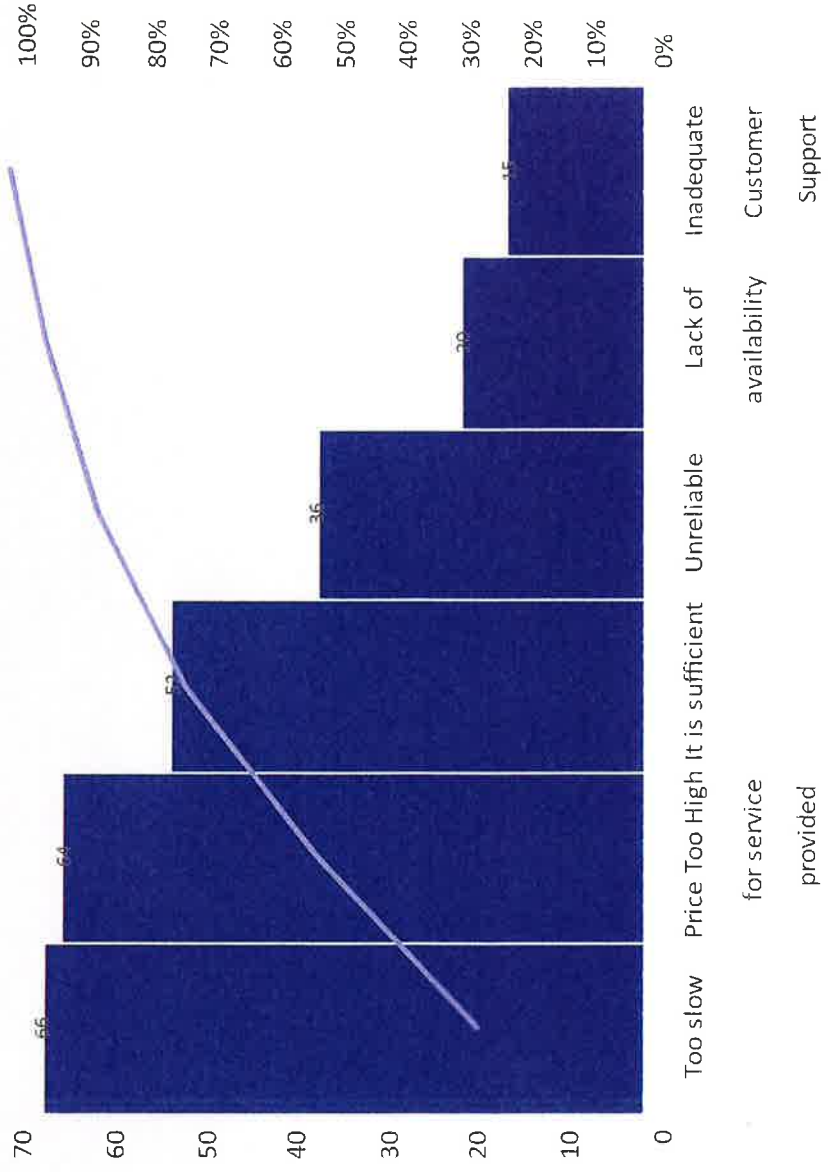




## 1. Results of Survey (IB)

### Main reason insufficient service?

Total Response Business & Residential



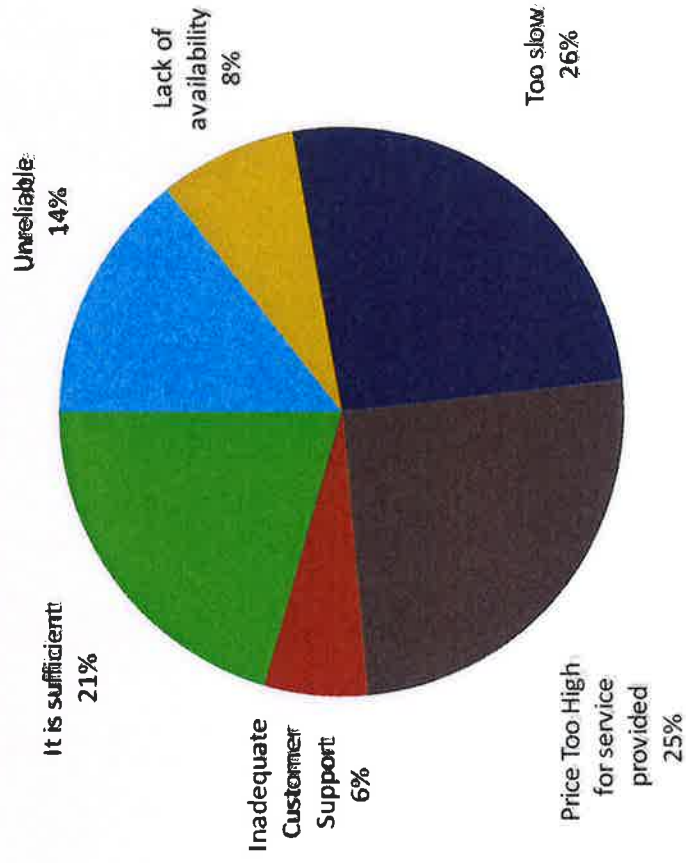


## 1. Results of Survey (IB)



### Main reason insufficient service?

#### BUSINESS & RESIDENTIAL



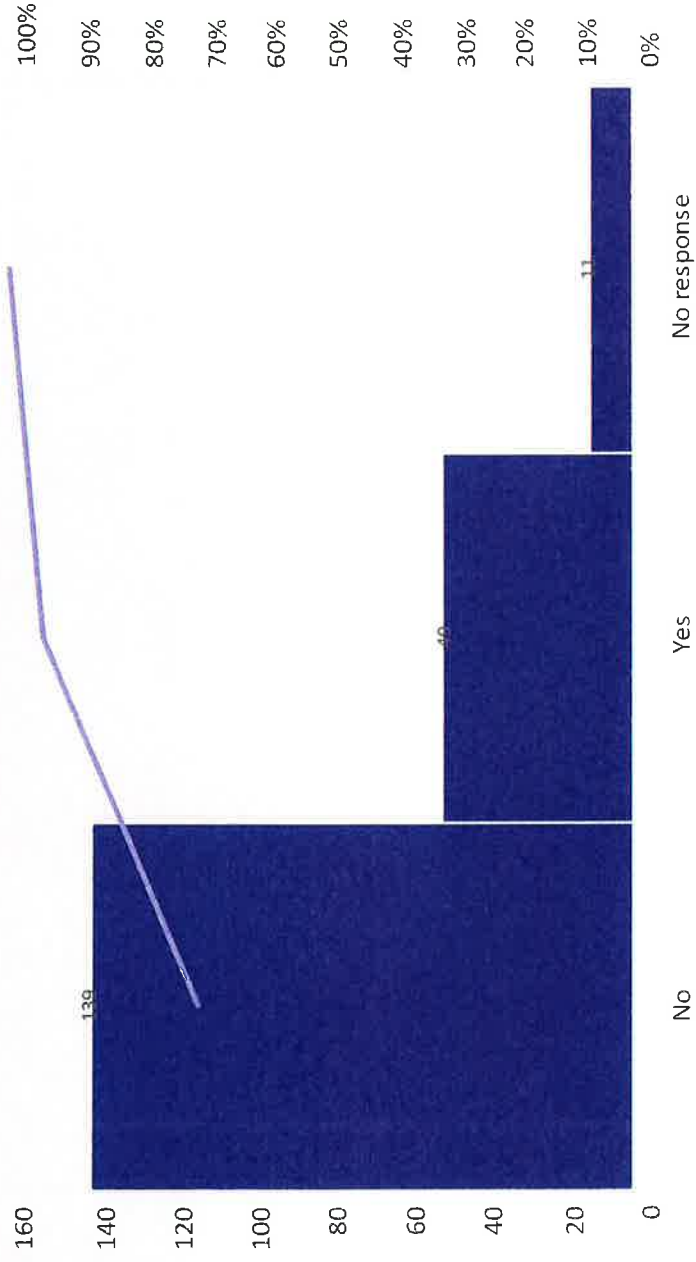


## 1. Results of Survey (IB)



Would you be willing to pay more for better internet service?

Total Response Residential & Business



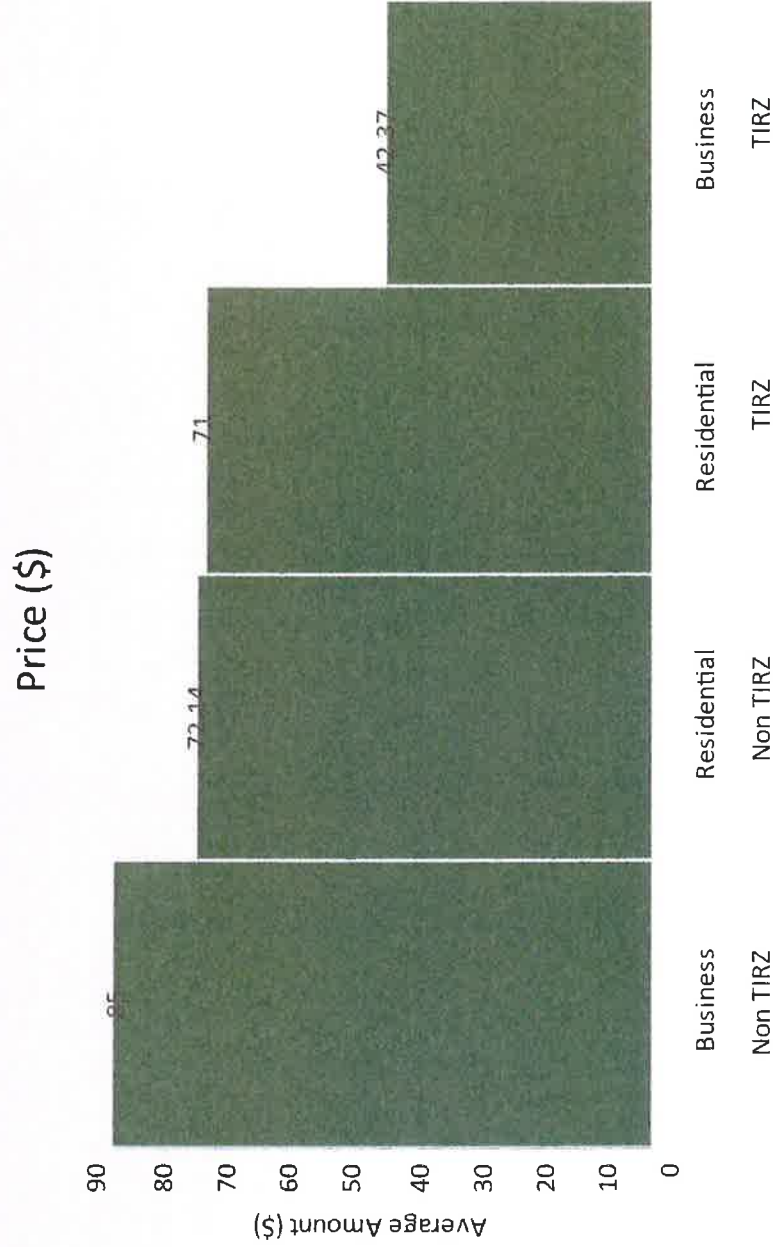


COLLEGE OF  
**Business**  
AGM-COMMERCE

## 1. Results of Survey (IB)



Would you be willing to pay more for better internet service?





COLLEGE OF

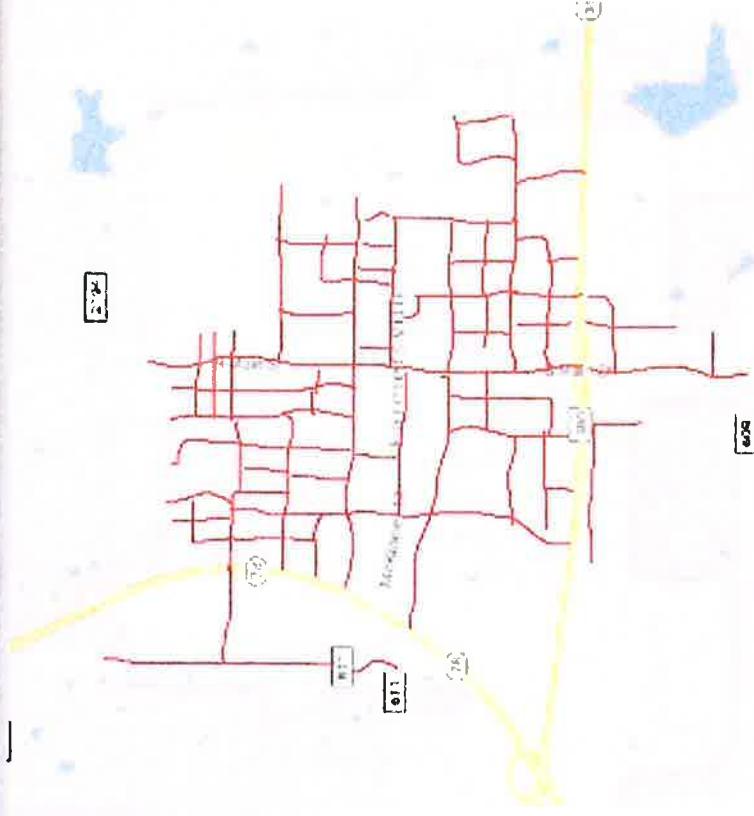
**Business**

AG&M-COMMERCE



Farmersville

## Business 2. Broadband Implementation Detail (Blanche)



Fiber optic

Optical Splitter

Optical Network Terminal

Needed fiber optics including streets:  
20 miles (Approximately)



COLLEGE OF

**Business**

ANIM-COMMERCE



Farmersville

## **Business 2. Broadband Implementation Detail** (Blanche)

### **List of needed materials to implement broadband**

- Fiber optic (~ 40 miles -Type C protection)
- OLT, Optical Splitter, ONT (depends on the detail of design)
- Servers, UPS, Firewall -Security.
- Building - Aerial(Poles, wall mount, OS, ONT, OLT).
- Building - Underground(Conduit, special machinery, trench, buried ducts, OS, ONT, OLT).
- Data center: It is the host for all the network's critical system and to continue the daily operations.

### **List of needed expertise to implement broadband**

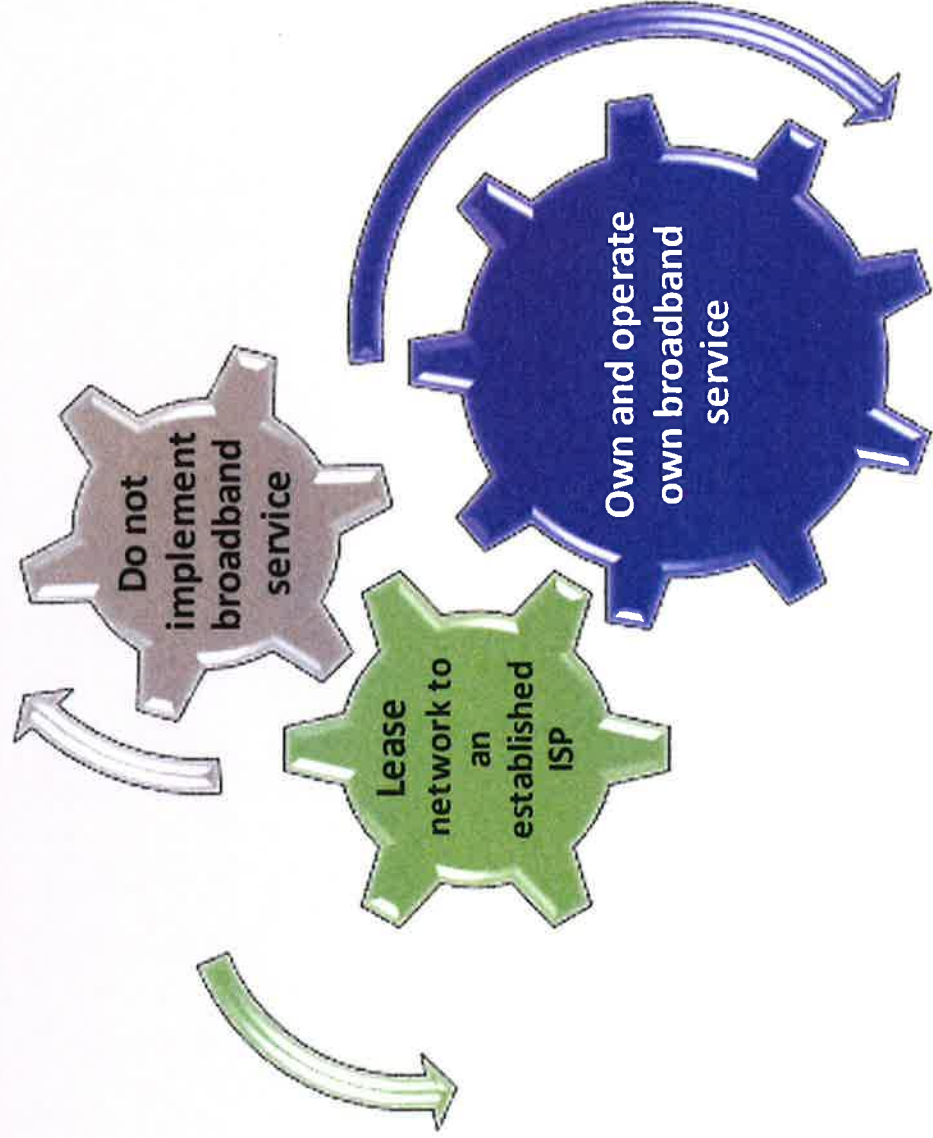
- Field service Manager.
- Headend Technician.
- Billing Technician.





### 3. Cost-Benefit Analysis (Blanche)

#### Approaches to Broadband Implementation





### 3. Cost-Benefit Analysis (Blanche)



Comparison between the general revenue and cost approaches

	Model 1		Model 2	
<u>REVENUE</u>	City Owned & Operated	Outside ISP Operated	City Owned & Operated	Outside ISP Operated
Revenue from internet service	✓		X	
Revenue from leasing	✓		✓	
Subscription Rates	✓		X	
Price of internet service	✓		X	
Internet Speed	✓		X	
<u>COST</u>				
Network construction	✓		✓	
Building for operation	✓		X	
Network maintenance	✓		X	





### 3. Cost-Benefit Analysis (Blanche)

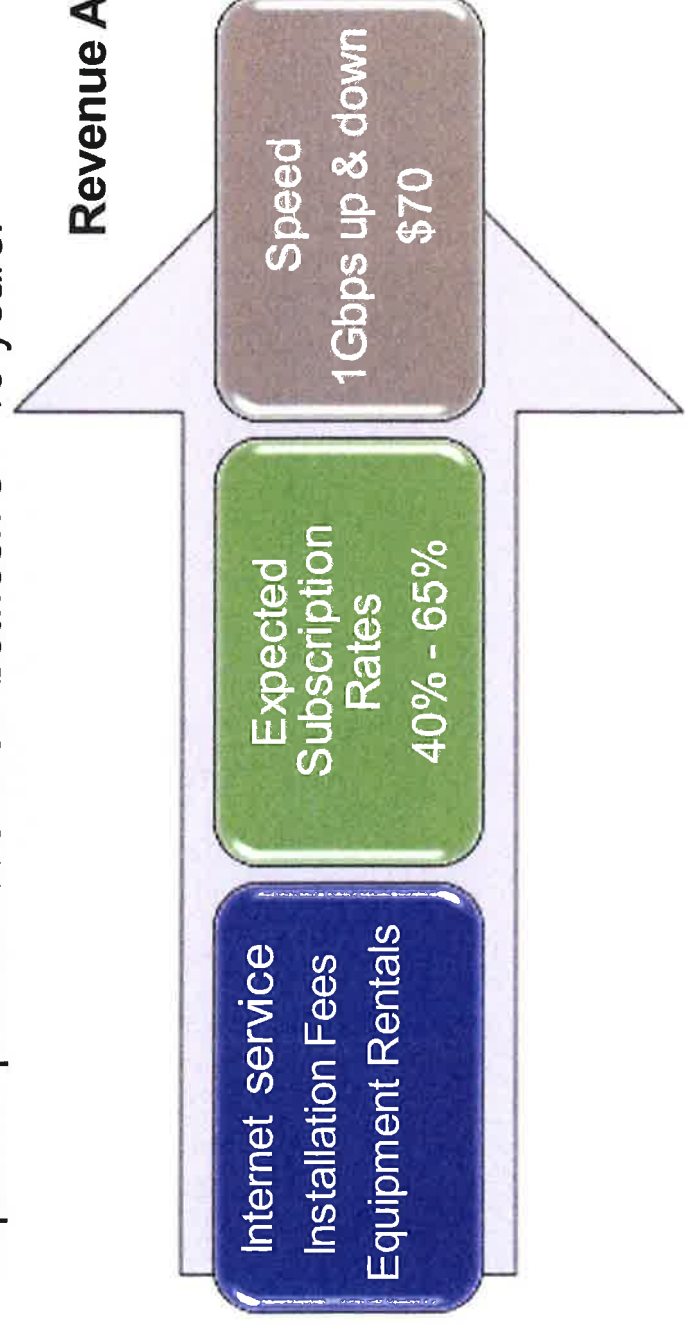


#### Model 1: City Owned & Operated

##### General Findings

- Cost/benefit analysis for 20 years.
- Cost of implementation is roughly between 8-10 million dollars.
- Expected positive cash flow between 5 -10 years.

##### Revenue Assumptions





### 3. Cost Assumptions (Blanche)



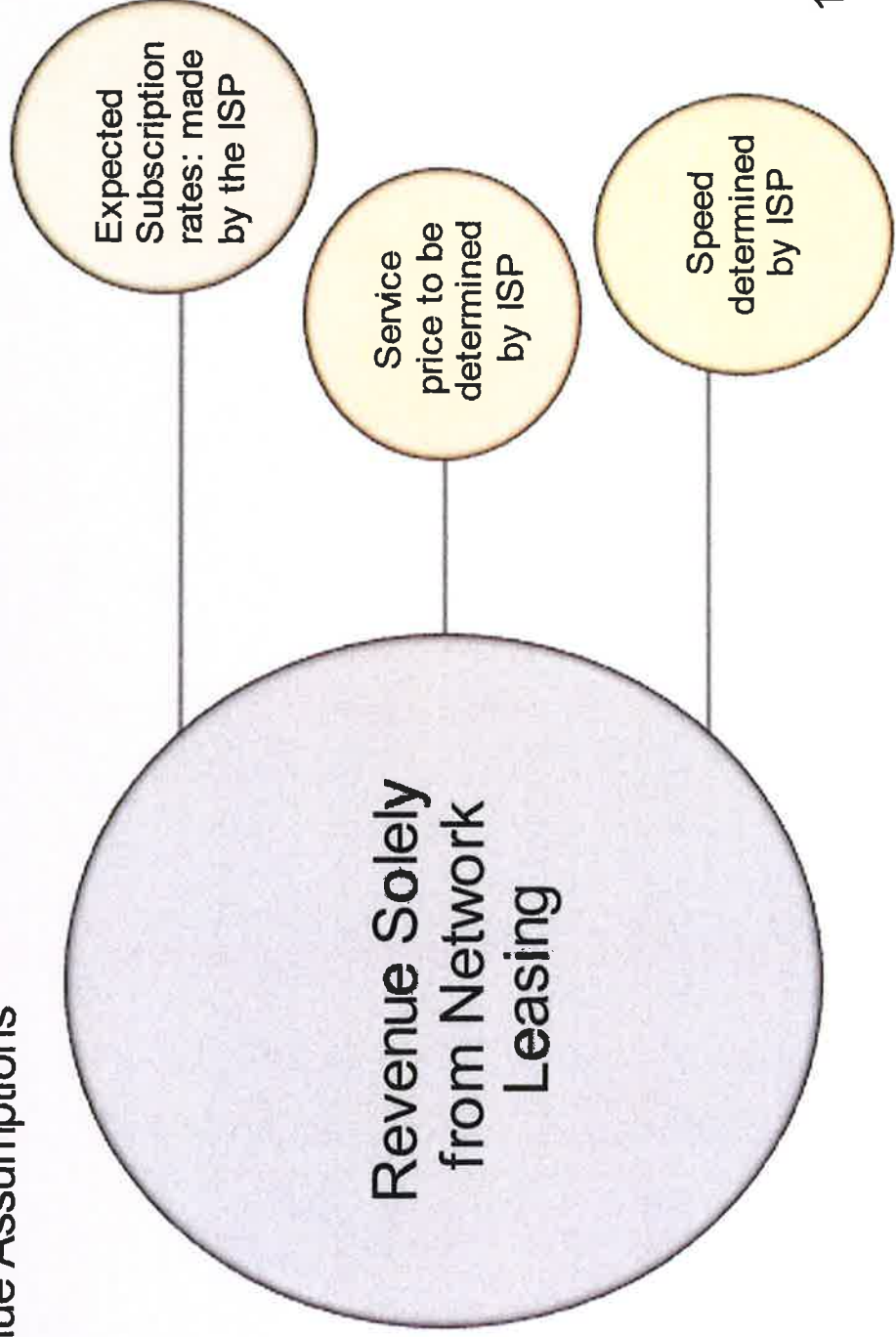
Staffing	<ul style="list-style-type: none"><li>• 3 full-time staff in year 1 -3</li><li>• Estimated \$250,000 in year 1</li></ul>
Staff Benefits Projected Increase	<ul style="list-style-type: none"><li>• 2% annually through -out the forecast period</li></ul>
Legal Fees	<ul style="list-style-type: none"><li>• \$27,000 in year 1</li><li>• \$20,000 constant</li></ul>
Market Expense	<ul style="list-style-type: none"><li>• \$20,000 in year 1</li><li>• \$8,000 from year 5</li></ul>
Bad Debt Expense	<ul style="list-style-type: none"><li>• 0.6% of total revenue each year</li></ul>
Capital Cost Financing	<ul style="list-style-type: none"><li>• 4.5% interest</li><li>• 20 year amortization</li></ul>
Building Estimation	<ul style="list-style-type: none"><li>• \$1,000,000</li></ul>



### 3. Cost-Benefit Analysis (Blanche)



#### Model 2: Outside ISP Operated Revenue Assumptions



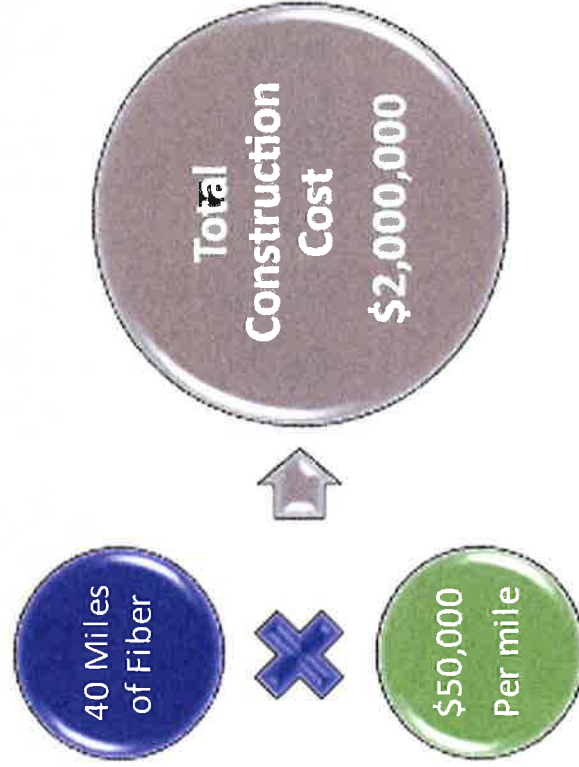


### 3. Cost-Benefit Analysis (Blanche)



#### Cost to the City

- Fiber Optic Network construction
  - Purchasing fiber cable.
  - Right of way agreement.



#### Cost to the Internet Service Provider

- Construction, building and maintenance cost
- Maintaining and repairing the fiber optic network after city construction
- Customer splicing and fiber drops to homes and business for service connection



## 4. Summary of Interviewed Cities (Blanche)



### Comparison of Different Cities:

City	Implementation model	Population	Initial Cost (in mills)	Subscription rate	Funding Source	Completion Time	Price/Speed	Cash Flow	Forecast in Years
<b>Mont Belvieu</b>	City owned & Operated	5,946	\$13.0	60%	Certificate of obligation, municipal bonds	1.6 yrs.	\$75 /1G up/1G down	~7 yrs	20
<b>Hudson Oak</b>	Outside ISP Operated	2,335	\$1.6	40% (Estimated)	City Debt Issue	2 yrs.	\$79- \$159/50Mgbs -1G up and down	~20 yrs	20
<b>Shenandoah City</b>	Outside ISP Operated	2,885	\$1.5	20%	Out-of-pocket	1 yr.	\$89 (excluding tax) /1G up/1G down	~20 yrs	N/A
<b>Greenville</b>	City owned & Operated	27,443	N/A	40%	Internally Funded	2.5 yrs.	--	N/A	N/A
<b>Farmersville</b>	N/A	3,473	8-10	N/A	N/A	N/A	\$70 /1G up/1G down	5-10 yrs	20



## **Appendix C**

### **2021 Citizen's Satisfaction Survey Final Report**

# 2021 Citizen Satisfaction Survey Final Report

A partnership between  
the City of Farmersville &  
University of Texas at  
Arlington



Farmersville  
DISCOVER A TEXAS TREASURE



UNIVERSITY OF  
TEXAS  
ARLINGTON

MPA Capstone

Aaron Werner

Diem Nguyen

Lynn Barrett

Cristina Winner

Carissa Williams-Spicer

# Survey Objectives

FIVE YEAR UPDATE

MEASURE CITIZEN  
SATISFACTION

QUALITY OF LIFE &  
BROADBAND ADDED

CITIZEN FEEDBACK  
SECTION



# 2021 Report

141 PAGES

10 CATEGORIES

CITIZEN INPUT

## Farmersville Citizen Survey Report

2021



Farmersville  
TEXAS



UNIVERSITY OF  
TEXAS  
ARLINGTON

*Completed For MPA Capstone By:*

Aaron Werner    Cristina Winner  
Diem Nguyen    Lynn Barrett  
Carissa Williams-Spicer

# Methodology



Digital survey conducted online through SurveyMonkey



Paper surveys provided at City Hall and the Library  
None turned in



Survey link promoted on city website and social media outlets



Survey closely followed format of 2016 survey to accurately capture comparative data



Addition of new sections covering Recreation, Quality of Life factors and Broadband Internet

# Categories

Perception of the City	Perception of Safety	Accessibility	Environment, Housing and Opportunities	Day to Day Essentials
Day to Day Activities	Perception of City Services	Perception of Quality of Life	Objectives	Recreation Bond
	Other Issues	Broadband Services	Demographics	



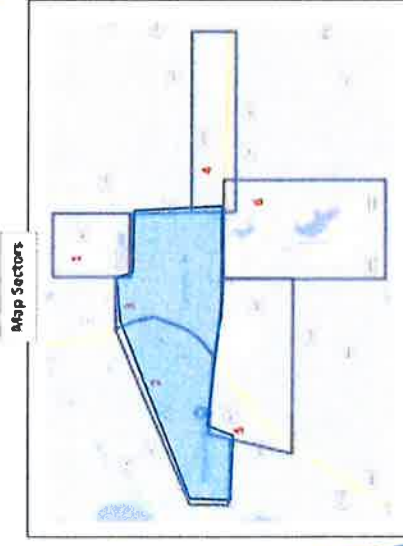
# Respondent Demographics

- ☐ Employment Status
- ☐ Years lived in Farmersville
- ☐ Dwelling Type
- ☐ Rent vs. Own
- ☐ Monthly Housing Costs
- ☐ Total Income
- ☐ Race/Ethnicity
- ☐ Age
- ☐ Gender
- ☐ Highest Level of Education
- ☐ Cell phone vs landline
- ☐ Children 17 and Under in the home
- ☐ Member of Household 65 years or older
- ☐ Sector of town
- ☐ Participatory Activities

# Demographics

## Key Takeaways

Most Respondents Lived in Sectors 2 and 3

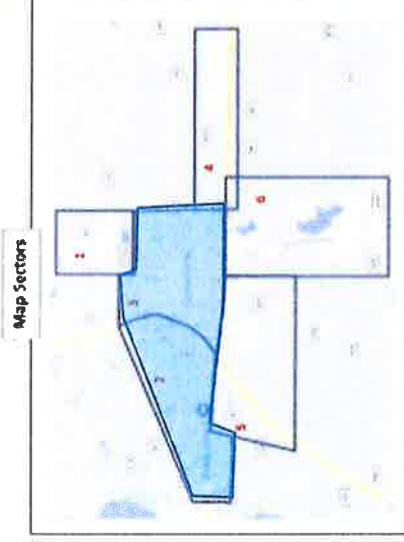


- Respondents were considerably younger than in the 2016 survey
  - Likely a result of the electronic format and the new development in the city drawing younger families
- Percentage of women went up slightly - 65% - 35%
- Most respondents live in detached single -family housing and own their homes
- Most respondents were Caucasian, but Hispanic survey takers increased from 5 years ago.
- Most respondents were working full time, half outside Farmersville, more than 17 percent working from home
- Almost all reported having a cellphone and no landline

# Demographics

## Key Takeaways

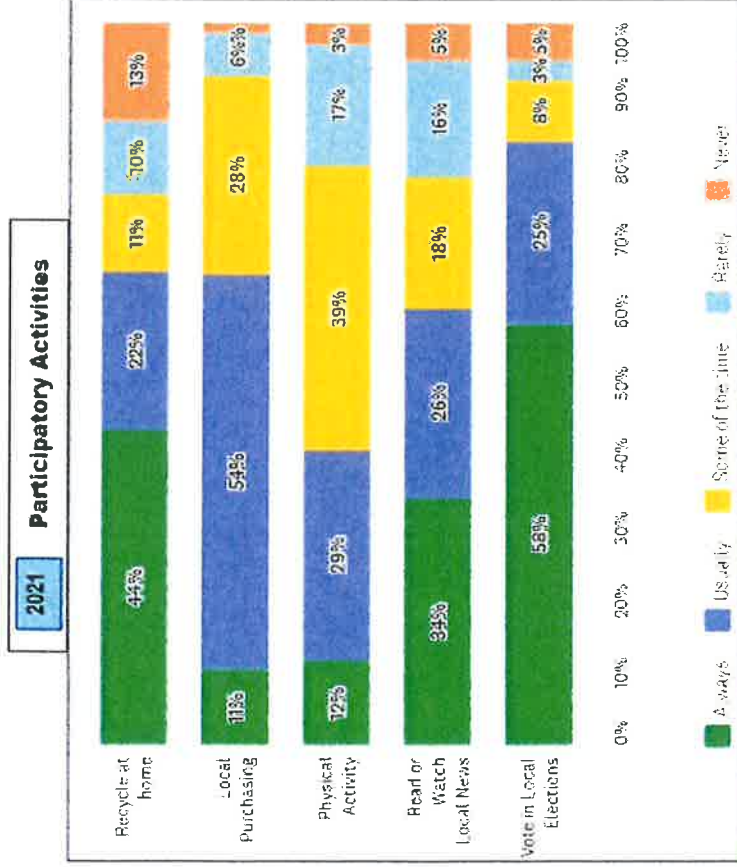
Most Respondents Lived in Sectors 2 and 3



- Respondents were considerably younger than in the 2016 survey
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- Percentage of women went up slightly - 65%-35%
- Most respondents live in detached single-family housing and own their homes
- Most respondents were Caucasian, but Hispanic survey takers increased from 5 years ago.
- Most respondents were working full time, half outside Farmersville, more than 17 percent working from home
- Almost all reported having a cellphone and no landline

# Participatory Activities

- ▶ Significant decline in
  - ▶ always recycle,
  - ▶ watch the news
- ▶ Slight Decline
  - ▶ always shop local
  - ▶ engage in physical activity
- ▶ 83 percent always or usually vote in local elections. **This is well above average for local elections.**





# Category One: Perception of the City



- ▶ Farmersville as a place to live
- ▶ Neighborhood as a place to live
- ▶ As a place to raise children
- ▶ As a place to work
- ▶ As a place to visit
- ▶ As a place to retire
- ▶ Overall Quality of Life





# Perception Takeaways

- ✓ Safety Ranked Highest
- ✓ Overall Natural Environment
- ✓ Sense of Community

- ▶ As a place to live score was a 3.75 out of 5
- ▶ Neighborhood as a place to live was the highest with a 4.11
- ▶ 35 percent of respondents rated Farmersville Excellent place to live, raise children and retire
- ▶ 80 percent ranked the city as having excellent or good quality of life.
- ▶ 30 percent ranked the city excellent or good place to work, lowest of the category
- ▶ Significant increase in scores over 2016

## Category Two: Perception of Safety



Respondents were asked to  
rate how safe they felt...

- ☐ In their neighborhood during the day
- ☐ In their neighborhood at night
- ☐ In public areas of Farmersville during the day
- ☐ In public areas of Farmersville during the night

# Safety Key Takeaways

- ▶ Respondents overwhelmingly reported feeling safer during the day
  - ▶ Neighborhood (95 percent)
  - ▶ Public spaces (96 percent)
- ▶ At night respondents still reported feeling somewhat or very safe
  - ▶ Neighborhood (87.7 percent)
  - ▶ Public Areas (84.3 percent)
- ▶ Significant increase in feeling of safety over 2016 survey results, particularly in neighborhoods and public areas at night



## CATEGORY 3: ACCESSIBILITY, ENVIRONMENT, HOUSING AND OPPORTUNITIES

- ▶ **Housing and Food Opportunities** ▶ **Accessibility**
  - ▶ Variety of housing options
  - ▶ Availability of affordable housing
  - ▶ Availability of affordable quality food
- ▶ **Environment**
  - ▶ Air quality
  - ▶ Cleanliness
  - ▶ Overall appearance
- ▶ Traffic flow on major streets
- ▶ Ease of public parking
- ▶ Ease of travel by car
- ▶ Ease of travel by bicycle
- ▶ Ease of walking
- ▶ Availability of walking trails





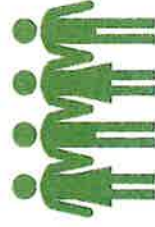
## KEY TAKE AWAYS ACCESSIBILITY, ENVIRONMENT, HOUSING AND OPPORTUNITIES

- Generally, favorability rose in most categories in the 2021 survey
- The demographics of the survey are statistically significant
  - In 2016, 42 percent of respondents were over the age of 65. In 2021 only 23 percent of the respondents were over the age of 65.
- Favorable responses for housing affordability jumped 16 percent. This may be attributed to different age demographic and new housing developments.



## CATEGORY 4: Day-To-Day Essentials

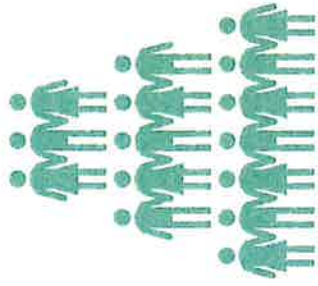
- ☐ Education
- ☐ Availability of affordable quality childcare
- ☐ Employment Opportunities
- ☐ Availability of decent paying jobs
- ☐ Shopping opportunities
- ☐ Cost of Living in Farmersville
- ☐ Quality of business and service establishments
- ☐ Downtown and commercial areas
- ☐ Cultural Arts & Music
- ☐ Religious or Spiritual
- ☐ Social Activities
- ☐ Volunteer Opportunities
- ☐ Community Participation
- ☐ Diversity and Inclusion
- ☐ Neighborliness



# Essentials Takeaways

- ✓ Safety Ranked Highest
- ✓ Overall Natural Environment
- ✓ Sense of Community

- ▶ Education ranked high, significant increase
- ▶ AS A PLACE TO LIVE Overall score was a 3.75 out of 5
- ▶ Neighborhood as a place to live was the highest with a 4.11
- ▶ 35 percent of respondents rated Farmersville as an excellent place to live, raise children and retire.
- ▶ 80 percent ranked the city as having either excellent or good quality of life.
- ▶ 30 percent ranked the city as either excellent or good place to work, lowest of the category
- ▶ Significant increase in overall score



- ✓ Lower Crime reports
- ✓ Most conserve water, prep for emergencies, contact city leaders,
- ✓ Decrease in victim of crime category

## CATEGORY 5: Day-To-Day Activities

- City Interaction
- City Participation
- Public Meetings



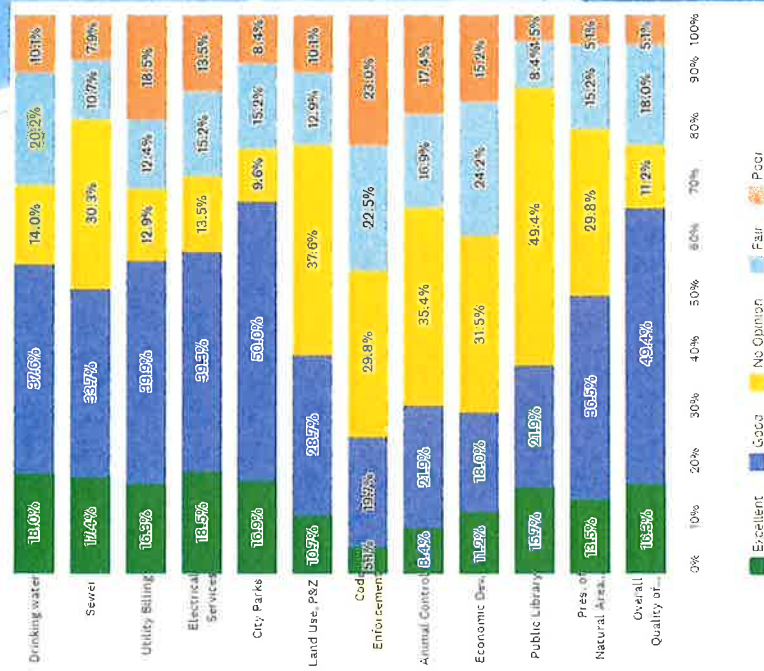
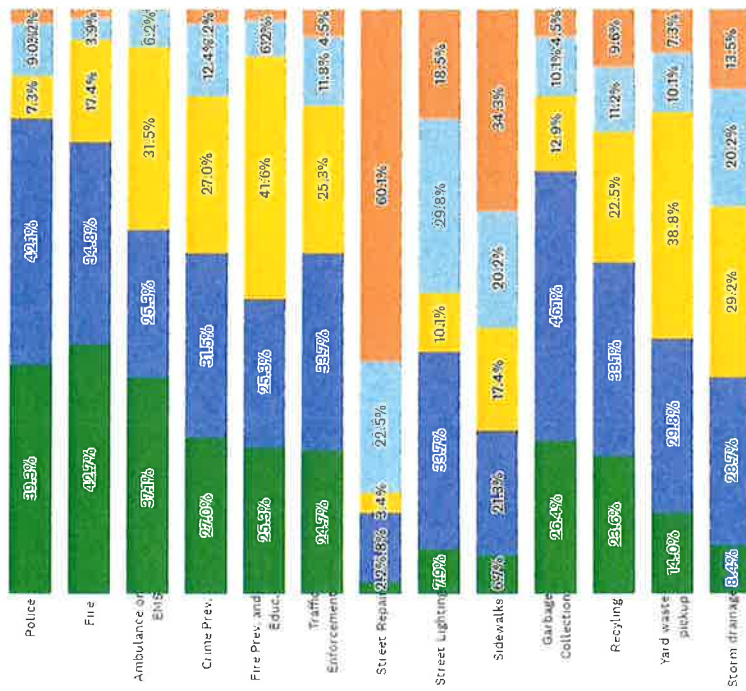
## CATEGORY 6: Perception of City Services

- ▶ Departmental Quality
- ▶ Customer Service
- ▶ Performance Ratings for Governmental Services



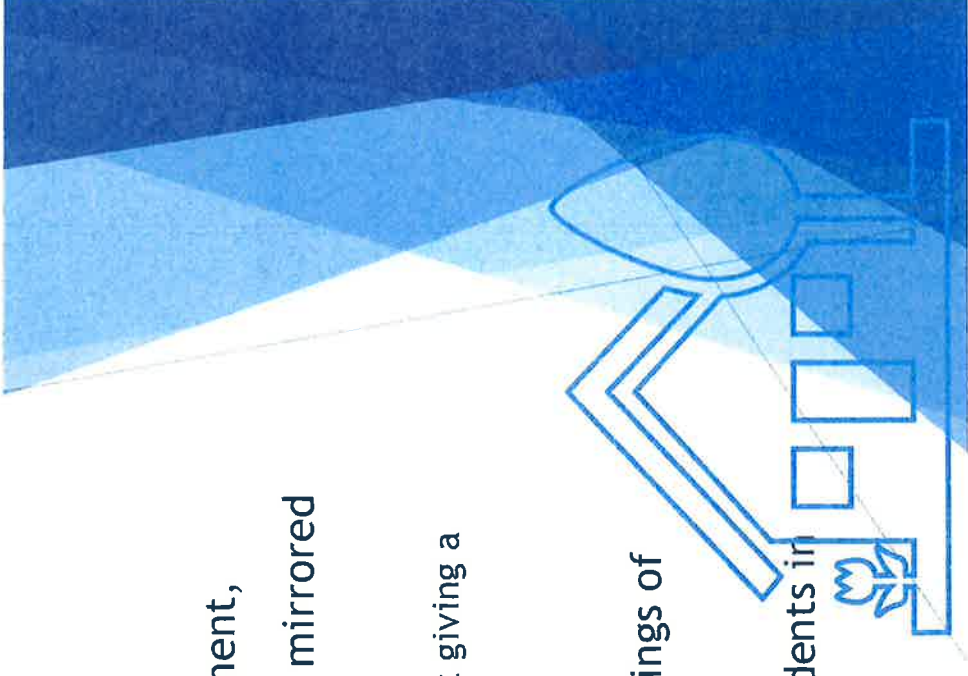
*REPORT HAS DETAILED CHARTS*

## 2021 City Services



# Takeaways

- Those rated below fair included code enforcement, street repair and sidewalk maintenance which mirrored the 2016 survey
  - Streets received the lowest ratings with 60 percent giving a rating of poor
  - Increase of 20 percent from 2016 survey
- Street lighting and sidewalks also received ratings of fair or poor
- Data mirrors the feedback provided by respondents in the open-ended questions

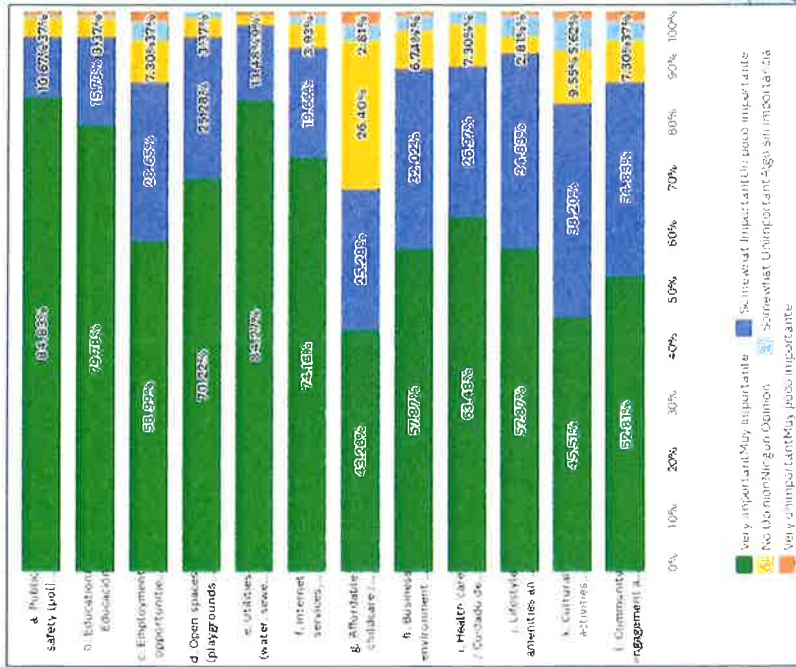


## Category 7: Perception of Quality of Life

- ▶ Public Safety
- ▶ Education
- ▶ Employment Opportunities
- ▶ Open Spaces
- ▶ Utilities
- ▶ Internet Services, fiber & broadband
- ▶ Affordable Childcare
- ▶ Business Environment
- ▶ Health Care
- ▶ Lifestyle Amenities
- ▶ Cultural Activities
- ▶ Community Engagement and Services







Citizens view public safety, utilities/internet, education and open spaces as top four categories

Data provides support for any bond initiatives for future development of parks and recreation facilities

\*32 percent of respondents had neutral or negative responses on affordable childcare

\* Likely demographic driven

# Bond Election

- 66 percent support for indoor recreation center
  - Increase of 10 percent from the 2016 survey
- 75 percent support bond for an outdoor recreation area
- 35 percent bond for indoor/outdoor recreation facilities
- 61 percent of younger respondents supported bond election



- Indoor Recreation Center
- Outdoor Recreation Center
- Amenities
  - Swimming Pool
  - Cardio Workout facility
  - Playground, Small Children's Activities
- Multi-Purpose Rooms
- Indoor Jogging Track
- Baseball/Softball/Soccer Fields
- Basketball/Tennis/Volleyball Courts
- Racquetball/Handball
- Professional Trainers
- Other



# Broadband

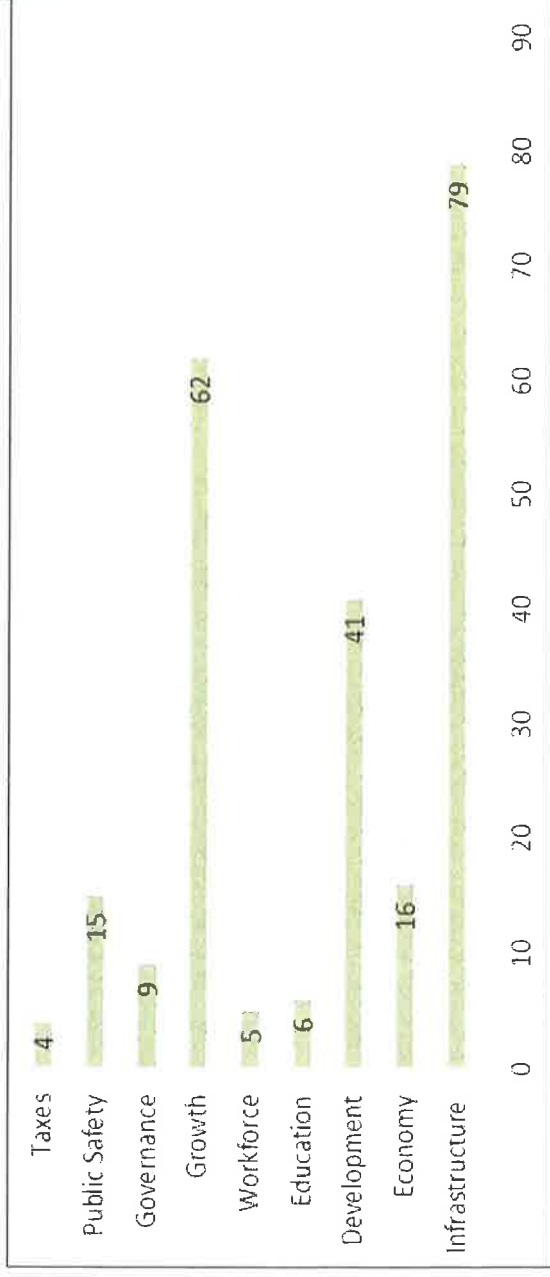
- ▶ 73.5 percent very satisfied or somewhat satisfied
- ▶ 57 percent use internet more than 4 hours a day
- ▶ 1 percent reported never using internet
- ▶ 85 percent use internet 2 hours or more a day
- ▶ 75 percent of respondents depend on internet for work or school

- ▶ Internet Service at Home
- ▶ Monthly Cost for Internet Services
- ▶ Price Point for City Provided Services
- ▶ Internet Provider
- ▶ Satisfaction with Current Provider
- ▶ Time Spent Daily on Internet
- ▶ Depend on Internet to do Work or School





# Open Ended Responses



- Infrastructure and growth as top two most important issues next 5 years
- 2016 top two were reversed



# Feedback

- Roads were mentioned more often than any other category
- Positive feedback commending city staff and services was next
- Decrease in comments on appearance, upkeep, public safety from 2016
- Comments on diversity & inclusion indicate a changing community



# Summary & Conclusion



- 2021 rating higher than in 2016 with a 3.51 overall
- Perception of safety was top category with rating of 4.45
- Government Performance a increased from 2.92 to 3.17
- Results show citizens Satisfied with direction of the city.
- Continued concerns on future growth & development, streets, fitness and recreation opportunities

Questions?



## **Appendix D**

### **Farmersville Fiber Decision Point Gate 2 Presentation**

# FARMERSVILLE FIBER

---

DECISION POINT GATE 2

BEN WHITE

CITY MANAGER

10 MAY 2022



# ECONOMIC DEVELOPMENT ADMINISTRATION GRANT AWARD

---

- Establish fiber network for Farmersville consisting of:
  - Fiber Backhaul Loop
  - Wireless Data Dome
  - Central Office/Data Center
- Grant information
  - Grant: \$2, 908,811 (awarded officially on 14 Oct 2021)
  - Required match: \$727,203 (covered by ARP funds totaling \$899,464)
  - Total funds for project: \$3,636,014
  - 60-month performance period ending in Oct 2026
    - 24 month to start of construction: Oct 2023
    - 48 months to end of construction: Oct 2025
    - 60 months to end of project: Oct 2026
- EDA Austin regional office representative: Rachael Gleason





# WHY ARE WE DOING THIS?

---

- Improved quality of life via improved speed fueling the ability to perform bandwidth intensive activities such as
  - Working at home
  - Remote learning
  - Entertainment
- Economic development (Gigabit City)
  - Competitive position, places Farmersville in a “best-in-class” category regarding internet access compared to other cities in the region
  - Superior planning to implement capability faster to the customer
- Improved broadband speed, reliability, and customer service
- Previous citizen surveys indicated dissatisfaction with broadband service
- The major wired broadband providers inside the city have not worked with us



# FEASIBILITY STUDY

## GATE 2: FUNDING OPERATIONAL OPTION

---

- Funded by ARP funds up to \$50K
- EDA representative assigned in March 2022
- Completed by Associated Communications and Research Services (now ACRS) out of Oklahoma City
  - Broadband and telecommunications specialist including Fiber-to-the-Home networks, fixed and mobile wireless, and VoIP
  - James Lightfoot Principal Engineer
- Items included in the feasibility analysis
  - Marketing analysis with penetration predictions
  - Systems engineering approach for major components
  - Concept level fiber network layout
  - Cost/benefit analysis with improved business model
  - Investment model for future expansion
  - Operational options with recommendations





# FEASIBILITY STUDY MARKETING ANALYSIS/SUBSCRIBER FORECAST

---

- Research performed on all existing broadband service providers
  - Utilized FCC 477 reporting required by all service providers and online research
- Subscriber Forecast was generated
  - 2,013 Households and an estimated 170 Businesses
  - Additional 1,000 households projected over the next 5 years
  - Subscriber take rate was developed based on a variety of factors such as income, family size, age and competition
  - Overall forecasted take rate 47.9% for residential service and 50% for businesses
  - Total 5-year forecast: 1,531 subscribers



# FEASIBILITY STUDY MARKETING ANALYSIS/SUBSCRIBER FORECAST(CONT.)

- Proposed Service Plans (preliminary)

	Farmersville Fiber			Spectrum			ATT
	Essential	Gigabit	Max	Internet	Internet Ultra	Internet Gig	
Download (Mbps)	25	1000	2000	200	400	1000	5-18
Upload (Mbps)	25	1000	2000	10	20	35	1-1.5
Price with WiFi Equipment	\$65	\$89	\$125	\$79.99	\$99.99	\$119.90	\$60
Installation	\$0	\$0	\$0	\$49.99	\$49.99	\$49.99	\$99
Data Cap	∞	∞	∞	∞	∞	∞	1 TB
WiFi Extender	Extra	✓	✓	Extra	Extra	Extra	Extra
Content Filtering	✓	✓	✓	-	-	-	-
Ad Blocking	✓	✓	✓	-	-	-	-
Advanced Security	✓	✓	✓	-	-	-	-
Motion Detection	✓	✓	✓	-	-	-	-

# FEASIBILITY STUDY SYSTEMS CONCEPT

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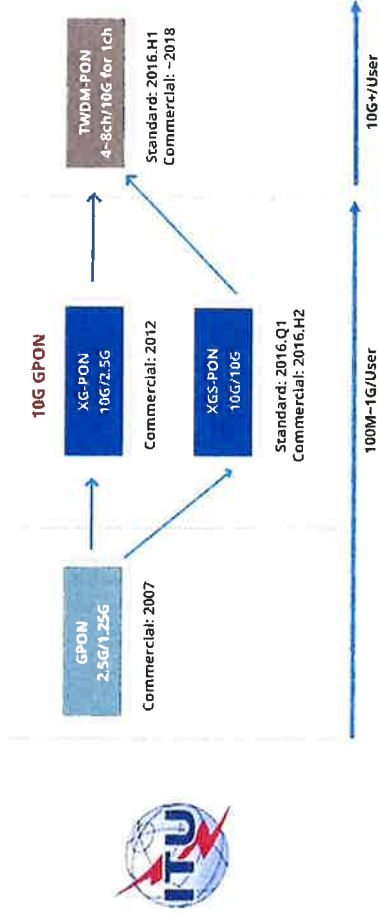
## Centralized



- Fiber To The Home (FTTH) Networks
  - All passive components outside the central office reduces maintenance
  - Reduces power consumption and increases reliability over Hybrid Fiber-Coaxial (HFC) networks
  - Network not impacted by power outages
  - Redundant fiber connections for increased reliability

# FEASIBILITY STUDY SYSTEMS CONCEPT

## DIFFERENCES AMONG GPON XG-PON AND XGS-PON



# FEASIBILITY STUDY COST/BENEFIT ANALYSIS

---

- Total Estimated Construction
  - \$4.43M City of Farmersville (scope may be reduced to meet budget requirements)
  - \$1.59M Future 1,000 Households
  - Total Cost Estimate \$6.02M
- \$383,000 for Central Office Electronics
- \$3,863,650 in Outside plant/fiber construction and drops
  - 35 miles of aerial and 3 miles of buried fiber and 1,052 drops
- \$1.18M in customer premise equip., buildings and operating equipment
- \$591,523 in engineering and construction management



## FEASIBILITY STUDY COST/BENEFIT ANALYSIS (CONT.)

---

- Ran 6 Financial Forecasts with various scenarios
  - 100% loan and 50/50% loan/grant with no partner
  - \$3.6M in grant funds plus Public/Private Partnership (PPP) with various CAPEX contributions
  - Various revenue sharing options
- Recommend revenue sharing via PPP and partner contribution
  - \$112k positive net revenue by year 5

## FEASIBILITY STUDY RECOMMENDATION

---

- Proceed forward through Gate 2 to complete engineering for Centralized XBBN concept funded by ARP funds with EDA grant reimbursement
- Develop partnership based on cash contribution and revenue sharing
  - Partner cash used to support last 100 feet connection and Optical Network Terminal (ONT)
- Internet Service Provider (ISP) services and call center supplied by Partner including
  - Call center hardware, software, and personnel, local number
    - New service
    - Inventory management
    - Repair coordination
    - Billing coordination
    - Customer portal (possible)



## FEASIBILITY STUDY RECOMMENDATION (CONT.)

---

- Internet Service Provider (ISP) services and call center supplied by Partner including (Cont.)
  - Possible residential services
    - Internet
    - Phone
    - TV
  - Possible commercial services
    - Business Internet and dedicated
    - Phone (broader in scope than residential)
    - TV
    - Ethernet/Layer 2 services
  - Federal compliance
  - Service Order (SO) coordination with Farmersville Fiber technical personnel

## FEASIBILITY STUDY RECOMMENDATION (CONT.)

---

- Internet Service Provider (ISP) services and call center supplied by Partner including (Cont.)
  - Training for Farmersville Fiber Crew
  - Network Operations Center (NOC) with network monitoring
  - Fiber Hut engineering and installation
  - Software updates
  - Security measures (physical, data, network)
  - Transport procurement
  - Fiber hut and ONT spares



## FEASIBILITY STUDY RECOMMENDATION (CONT.)

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- Farmersville Fiber organization
  - Owns the hardware/software associated with the network including the ONTs
  - Responsible for keeping the local field hardware/software operational
  - Workers report within the electrical organization and all electrical workers are cross-trained to handle network cabling, splicing, customer installations, and system hardware maintenance along with the duties of an electrical lineman or visa -versa
- Feasibility Analysis includes costs for
  - Two additional fulltime personnel eventually, start with one and grow
  - One bucket truck
  - Various fiber related installation and maintenance tools



## FEASIBILITY STUDY RECOMMENDATION (CONT.)

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- Organization and operation is run as an enterprise fund like water, sewer, and electrical
- The operation places no additional financial burden on the City ~~has~~ the ability to add positive cash transfers to the general fund to be used for streets, police, fire, etc.
- This program is not supported by local taxes and requires no new or existing sources of tax revenue
- Wireless data dome will be deployed to downtown first and expanded as we can afford
- Farmersville needs to develop pole attachment strategy before gate 3 for additional revenue
- Farmersville need to develop FTTH ordinance before gate 3
- Deployment strategy favors schools, highly dense areas, downtown, and strategic businesses
- Exit strategy is to allow an outside entity to lease the existing infrastructure while maintaining use for the City's purposes
- Order long lead items within 2 months, (right now fiber is 40 weeks, some electronic items are 50 weeks)
- Farmersville maintains planning control for future expansion



# RECOMMENDATIONS FOR A PATH FORWARD

## GATE DECISION POINTS

- Gate I: Fund Feasibility Study (Complete)
  - Funded by ARP funds up to \$50K
  - Took us until 4QTR2022 to clear Final grant approval
  - Marketing analysis with penetration predictions
  - Systems engineering approach for major components
  - Concept level fiber network layout
  - Cost/benefit analysis with improved business model
  - Investment model for future expansion
  - Operational options with recommendations
- Gate II: Fund Operational Option (We are Here)
  - Funded by ARP grant funds, \$727K
  - Duration: 7 months
  - Complete engineering detailed design
  - Complete bid packages, shovel ready
- Gate III: Construction
  - Funded by EDA grant funds and ARP match, \$3,230K
  - Duration: 12 months
  - Four contracts operating simultaneously
    - Fiber Transport Lines, \$804K
    - Farmersville Backhaul Fiber with Egress Points, \$1,309K
    - Wireless Data Dome, \$168K
    - Data Center, \$949K
- Gate IV: Utility Turn On

## FINAL COMMENTS/QUESTIONS

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- Requesting approval to continue through gate 2 to fund engineering design and prepare construction bid packages that make Farmersville a Gigabit City
  - Does not approve construction
- Comments/Questions

Appendix E

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)



Agenda Section	Regular Agenda
Section Number	IIV H
Subject	Onion Shed & Rambler Park
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	
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	Documents
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>



April 5, 2023

Benjamin White, P.E.  
City of Farmersville  
205 S. Main Street  
Farmersville, TX 75442

Re: Onion Shed Improvement Project

Mr. White,

Bids were received for the above referenced project at 02:00 P.M. on February 14, 2023. The project is for the Onion Shed Improvements.

Two (2) bids were received for this project. The lowest bid was submitted by A & C Construction, Inc., Irving, Texas in the amount of \$267,500.00. Based on the references provided and the crew members' work experience, I recommend the award to the low bidder with an accompanying change order to bring the total contract price to \$220,000.00.

Please let me know if you should have any questions or need additional information.

Sincerely,

Eddy Daniel, P.E.  
Senior Line of Business Manager  
Dunaway

# City of Farmersville

## Onion Shed Improvements

Bid Opening Date: Tuesday, February 14, 2023 at 2:00 p.m.

ITEM #	ITEM DESCRIPTION	A&C Construction, Inc. Irving, TX			Tegrity Contractors, Inc. Allen, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Mobilize, Insurance, Permits	1		\$16,920.00	1		\$25,000.00
2	Pier Replacement	32		\$3,835.00	32		\$3,120.00
3	Floor Joist Replacement	420		\$66.00	420		\$95.24
4	Floor Plank Replacement/Addition	1,500		\$9.60	1,500		\$30.00
5	Foundation Backfill (12" Depth)	5,000		\$2.04	5,000		\$3.00
6	Handrail Replacement	350		\$152.40	350		\$250.00
7	Step Replacement	1		\$8,400.00	1		\$7,500.00
8	ADA Ramp Improvement	40		\$210.00	40		\$144.43
9	Drainage Improvements	1		\$5,400.00	1		\$6,500.00
TOTAL OF ALL BID ITEMS (1 THRU 7)		\$267,500.00			\$332,117.00		
CALENDAR DAYS		120/140			60/90		



April 5, 2023

Benjamin White, P.E.  
City of Farmersville  
205 S. Main Street  
Farmersville, TX 75442

Re: Rambler Park Improvements Project

Mr. White,

Bids were received for the above referenced project at 02:00 P.M. on February 14, 2023. The project is for the Rambler Park Improvements.

Two (2) bids were received for this project. The lowest bid was submitted by A & C Construction, Inc., Irving, Texas in the amount of 222,500.00. Based on the references provided and the crew members' work experience, I recommend the award to the low bidder with an accompanying change order to bring the total contract price to \$122,500.00.

Please let me know if you should have any questions or need additional information.

Sincerely,

Eddy Daniel, P.E.  
Senior Line of Business Manager  
Dunaway

# City of Farmersville

## Rambler Park Improvements

Bid Opening Date: Tuesday, February 14, 2023 at 2:00 p.m.

ITEM #	ITEM DESCRIPTION	A&C Construction, Inc. Irving, TX			Tegrity Contractors, Inc. Allen, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Mobilize, Insurance, Permits	1		\$20,535.60	1		\$35,000.00
2	Furnish and Install 4" Caliper Oak Trees	2		\$1,140.00	2		\$1,813.50
3	Furnish and Install New Subgrade Drainage from new turf play areas with perimeter concrete edge	1		\$13,500.00	1		\$58,500.00
4	Furnish and Install New electrical, conduit and cabling run from existing electrical to new electrical light posts,	4		\$4,800.00	4		\$6,500.00
5	Furnish and Install New Concrete flatwork for access to new play area	1		\$3,500.00	1		\$35,000.00
6	Install 3 owner provided swing sets located,	1		\$15,000.00	1		\$19,500.00
7	Furnish and Install New Paving (Feet approximate),	240		\$15.00	240		\$45.50
8	Furnish and Install New Turf at Play area (Feet approximate),	3,654		\$23.00	3,654		\$65.00
9	Furnish and Install New Play perimeter (feet approximate),	319		\$36.00	319		\$101.88
10	Furnish and Install New Planting Area (feet approximate),	321		\$36.00	321		\$129.60
11	Furnish and Install New Decomposed Granite (feet approximate),	1,400		\$12.00	1,400		\$10.71
12	Furnish and Install New Light Posts,	4		\$5,100.00	4		\$13,000.00
13	Furnish and Install New Metal Edging (Provide price per LF),	1		\$2.40	1		\$13.77
14	Furnish and Install New Concrete Pad for existing Bike Rack, approx. 7' x 3.5' near existing location,	1		\$600.00	1		\$9,777.00
TOTAL OF ALL BID ITEMS (1 THRU 14)		\$222,500.00			\$576,947.77		
CALENDAR DAYS		120/140			60/90		

# City of Farmersville

## Rambler Park Improvements

Bid Opening Date: Tuesday, February 14, 2023 at 2:00 p.m.

Add/Alternates		A&C Construction, Inc.			Tegrity Contractors, Inc.		
ITEM #	ITEM DESCRIPTION	Qty	Unit	Total	Qty	Unit	Total
Add 1	New Bike Rack on New Concrete Paving as indicated on drawings set. Price to include broken out price of paving, reinforcement and other misc forming, as well as the 2 new "U" powder coated Bike Racks materials and labor for installation.	1	\$2,160.00	\$2,160.00	1	\$10,777.00	\$10,777.00
Add 2	Provide for a new monument sign to be added, including new electrical equipment, conduit and wiring for continuation to site electrical feeders as well as driver, electrical lighting, new stone veneer, cmu, foundation rebar, corten steel, design and coordination of signage provision with city. Pre-finished metal backup, escusheons, pre-finished metal channel as well as new access panel, boxes, conduits, electrical wiring to be provided to electrical on site.	1	\$21,500.00	\$21,500.00	1	\$32,777.00	\$32,777.00
Add 3	Provide for relocation of existing gazebo to a new concrete pad, similar to existing to be located per plan dimensions. Also provide for Demolition of the existing pad upon relocation.	1	\$24,000.00	\$24,000.00	1	\$30,777.00	\$30,777.00
Add 4	New Poured in Place rubber surfacing in lieu of Turf play surface. The difference may affect subsurface depth, break out price in a unit quantity to reflect the difference in materials (Provide Unit Quantity for Poured in Place rubber)	1	\$36,540.00	\$36,540.00	1	-\$36,540.00	-\$36,540.00



# City of Farmersville

## Rambler Park Improvements

**Bid Opening Date: Tuesday, February 14, 2023 at 2:00 p.m.**

Add 5	New Benches to match the existing benches on site, provide a price per ea for installation of each bench per city as desired per site plan (Provide Unit Quantity for Ea Bench)	1	\$1,200.00	\$1,200.00	1	\$3,777.00	\$3,777.00
Add 6	Provide for Design, and installation of new concrete pad, canopy structure and fabric canopy with hardware to match existing canopy at Project South side of splash pad.	1	\$7,680.00	\$7,680.00	1	\$52,777.00	\$52,777.00

Agenda Section	Regular Agenda
Section Number	IIV I
Subject	Farmersville Community Development Corporation Performance Agreement Parks and Open Space Bond Program and acquisition of certain land
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	
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	Documents
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>

## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "FCDC"), and **CITY OF FARMERSVILLE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, the City of Farmersville, Texas (hereinafter referred to as the "City"), desires to enter into or has entered into an Interlocal Agreement with Collin County, Texas (hereinafter referred to as the "County"), concerning a dollar-for-dollar matching grant funded through the Collin County 2018 Parks and Open Space Bond Project in an amount not to exceed \$62,500.00 from the County (the "Collin County Grant"); and

**WHEREAS**, the Interlocal Agreement requires the City to arrange the purchase of an approximately 15,000 square foot parcel of land, located at 112 College Street, Farmersville, Texas, consisting of Block C, Lot 15 of the Farmersville Original Donation addition, an addition to the City of Farmersville, Collin County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the FCDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

**WHEREAS**, the FCDC will use its best efforts to acquire the Property from the current owners pursuant to a real estate sales contract executed by and between the FCDC and the current owners of the Property; and

**WHEREAS**, the FCDC will use its best efforts to convey the Property to the City within 90 days of acquisition of the Property; and

**WHEREAS**, the FCDC's Board of Directors have determined the assistance to be provided to City is consistent and meets the definition of "project" as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, City agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Farmersville, Texas, to approve all programs and expenditures of the FCDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FCDC and City agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2023**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Farmersville, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.
- (d) **County.** The word “County” means Collin County, Texas, a political subdivision of the State of Texas.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the FCDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”

- (g) **FCDC.** The term “FCDC” means the Farmersville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.
- (h) **Project.** The word “Project” means that Project as defined by the Interlocal Agreement Between Collin County and the City of Farmersville 2018 Parks And Open Space Bond Project OI18PG26, being the purchase of the Property with the matching dollar-for-dollar Collin County Grant.
- (i) **Property.** The word “Property” means the approximately 15,000 square foot parcel of land, located at 112 College Street, Farmersville, Texas, consisting of Block C, Lot 15 of the Farmersville Original Donation addition, an addition to the City of Farmersville, Collin County, Texas.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF CITY.**

City covenants and agrees with FCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Grant Monies.** City covenants and agrees to convey to the FCDC within thirty (30) days of the City’s receipt of the Collin County Grant for the Project.
- (b) **Operate Property as Park or Open Space or Tourist Facility.** Upon conveyance of the Property to the City by the FCDC, the City covenants and agrees to maintain and operate the Property as a public park or open space or tourist facility, consistent with Section 505.152 of the Act, during the Term of this Agreement and as required by the Interlocal Agreement with Collin County, Texas.
- (c) **Performance Conditions.** City agrees to make, execute and deliver to FCDC such other promissory notes, instruments, documents and other agreements as FCDC or its attorneys may reasonably request to evidence this Agreement.
- (d) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and FCDC.

#### **SECTION 5. AFFIRMATIVE COVENANTS OF FCDC.**

FCDC covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Acquisition of the Property.** FCDC covenants and agrees with the City to use its best efforts to acquire the Property from the current property owners by the end of the Term of this Agreement and also provide to City an itemized final accounting of expenditures incurred by FCDC associated with the Project so as to enable City to present the same to the County to receive the Collin County Grant.
- (b) **Conveyance of the Property.** FCDC covenants and agrees to convey the Property to the City within 90 days of acquisition of the Property from the current owners.
- (c) **Performance.** FCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and FCDC.

#### **SECTION 6. CESSATION OF ADVANCES.**

If the FCDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the FCDC shall have no obligation to advance or disburse the financial assistance if: (i) City becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

#### **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of City or FCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or FCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and FCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to FCDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

#### **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall



have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default.

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. FCDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to FCDC:

Farmersville Community Development Corporation  
205 S. Main Street  
Farmersville, Texas 75442  
Attn: Stephen Caspari, Chairman  
Telephone: (972) 782-6151

if to City:

City of Farmersville, Texas  
205 S. Main Street  
Farmersville, Texas 75442  
Attn: Ben White, City Manager  
Telephone: (972) 782-6151

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**CITY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND CITY AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**FCDC:**

***FARMERSVILLE COMMUNITY  
DEVELOPMENT CORPORATION,***  
a Texas non-profit corporation

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

Stephen Caspari, Chairman

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

**ATTEST:**

\_\_\_\_\_  
, Secretary

*[Signatures continue on following page.]*

**CITY:**

***CITY OF FARMERSVILLE, TEXAS,***  
a Texas home-rule municipality,

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

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

**ATTEST:**

\_\_\_\_\_  
Tabatha Monk, City Secretary

Agenda Section	Regular Agenda
Section Number	IIV J
Subject	Resolution R-2023-0411-001 Authorizing funds TXCDBG grant
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Resolution and documents
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	Documents
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-2023-0411-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATOIRES/SIGNATORS FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER CDV21-0422.**

**WHEREAS**, the City of Farmersville has received a 2023 Texas Community Development Block Grant award to provide 03K - Street Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents, environmental review documents, and documents requesting funds from the Texas Department of Agriculture; and

**WHEREAS**, all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

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

**Section 1.** The City of Farmersville directs and designates the following to act in all matters in connection with this grant:

- a. The Mayor and City Manager shall serve as the Chief Executive Officer and Authorized Representative to execute contractual documents;
- b. The Mayor is authorized to review and execute environmental review documents between the Texas Department of Agriculture and the City of Farmersville; and
- c. The Mayor, City Manager, and City Secretary are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

**Section 2.** This Resolution shall take effect immediately from and after the date of passage and is so resolved.

*[Remainder of page intentionally left blank.]*

**PASSED AND APPROVED**, by the City Council of the City of Farmersville,  
Texas on this 11<sup>th</sup> day of April 2023.

**APPROVED:**

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

**ATTEST:**

\_\_\_\_\_  
TABATHA MONK  
City Secretary

Agenda Section	Regular Agenda
Section Number	IIV K
Subject	Resolution R-2023-0411-002 Adopting required CDBG Civil Rights Policies
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Resolution and documents
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	Documents
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-2023-0411-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REGARDING CIVIL RIGHTS AND PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER CDV21-0422.**

**WHEREAS**, the City of Farmersville, Texas, (hereinafter referred to as "City of Farmersville") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

**WHEREAS**, the City of Farmersville, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

**WHEREAS**, the City of Farmersville, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

**WHEREAS**, the City of Farmersville, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

**WHEREAS**, the City of Farmersville, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibit the use of excessive force against non-violent civil rights demonstrations;

**WHEREAS**, the City of Farmersville, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and

**WHEREAS**, the City of Farmersville, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

**WHEREAS**, the City of Farmersville, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

**WHEREAS**, the City of Farmersville, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

**Section 1.** The City of Farmersville adopts the following policies and procedures that are attached hereto as Exhibits A through E and authorizes the Mayor to execute such Exhibits for all purposes herewith required:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003)
3. Section 504 Policy and Grievance Procedures (Form A1004);
4. Code of Conduct Policy (Form A1002); and
5. Fair Housing Policy (Exhibit 1015).

**Section 2.** The City of Farmersville affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

1. Section 3 economic opportunity;
2. Limited English Proficiency; and
3. Affirmatively Further Fair Housing

**Section 3.** This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this 11<sup>th</sup> day of April 2023.

**APPROVED:**

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BRYON WIEBOLD  
Mayor

**ATTEST:**

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TABATHA MONK  
City Secretary

CITIZEN PARTICIPATION PLAN  
City of Farmersville  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have "meaningful access" to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Farmersville offices, 205 S. Main, Farmersville, TX 75442, (972) 782-6151 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Farmersville at 205 S. Main, Farmersville, TX 75442, or may call (972) 782-6151.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City of Farmersville Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

#### TECHNICAL ASSISTANCE

When requested, the City of Farmersville shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of Farmersville, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

#### PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City of Farmersville must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Farmersville shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City of Farmersville shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City of Farmersville shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to

the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of Farmersville must comply with the following citizen participation requirements in the event that the City of Farmersville receives funds from the TxCDBG program:

1. The City of Farmersville shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City of Farmersville shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City of Farmersville shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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BRYON WIEBOLD  
Mayor

---

Date

PLAN DE PARTICIPACIÓN CIUDADANA  
La Ciudad de Farmersville  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

### PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de dirección postal City of Farmersville, 205 S. Main, Farmersville, TX 75442, (972) 782-6151, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Mayor, a City of Farmersville, 205 S. Main, Farmersville, TX 75442, (972) 782-6151.
2. Una copia de la queja o reclamación se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.



6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionará un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

BRYON WIEBOLD, Mayor

\_\_\_\_\_  
Fecha/Date

### Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Farmersville hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Farmersville to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Farmersville to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Farmersville will introduce and pass a resolution adopting this policy.

As officers and representatives City of Farmersville, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

\_\_\_\_\_  
Date

## Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Farmersville hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Farmersville does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Farmersville's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Farmersville shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Farmersville shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Farmersville) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to the Mayor, 205 S. Main, Farmersville, TX 75442 or call (972) 782-6151, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
  - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
  - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Farmersville relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Farmersville within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Farmersville complies with Section 504 and HUD regulations.

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

\_\_\_\_\_  
Date

## **Code of Conduct Policy of The City of Farmersville**

As a Grant Recipient of a TxCDBG contract, City of Farmersville shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of The City of Farmersville shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of The City of Farmersville shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to The City of Farmersville Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

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**BRYON WIEBOLD**  
Mayor

---

Date

*These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318*



### **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Farmersville hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Farmersville agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Farmersville agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Farmersville will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Farmersville, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

\_\_\_\_\_  
Date

Agenda Section	Regular Agenda
Section Number	IIV L
Subject	Proclamation declaring the month of April as Fair Housing Month
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Resolution and documents
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	Documents
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>

**PROCLAMATION OF APRIL AS FAIR HOUSING MONTH**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Farmersville, do proclaim April as Fair Housing Month in City of Farmersville and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Farmersville, Collin County, State of Texas, on the 11th day of April 2023.

**APPROVED:**

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

**ATTEST:**

\_\_\_\_\_  
TABATHA MONK  
City Secretary

Agenda Section	Regular Agenda
Section Number	IIV M
Subject	Resolution R-2023-0411-003 Expressing Opposition to HB 2127 and SB 814
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Resolution and documents
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	Documents
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-2023-0411-003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, OPPOSING HOUSE BILL 2127 AND SENATE BILL 814 FILED IN THE 88TH TEXAS LEGISLATIVE SESSION WHICH WOULD ENTIRELY PREEMPT A LOCAL GOVERNMENT'S AUTHORITY TO ADOPT ANY LOCAL REGULATION SAVE AND EXCEPT ONLY THOSE REGULATIONS "EXPLICITLY" AUTHORIZED IN ADVANCE BY THE LEGISLATURE, UNDER TEXAS' AGRICULTURE, FINANCE, INSURANCE, LABOR, NATURAL RESOURCES, PROPERTY, BUSINESS AND COMMERCE, AND OCCUPATIONS CODES; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville, Texas ("City Council") recently learned about House Bill 2127 ("HB 2127") and Senate Bill 814 ("SB 814") (collectively the "Bills"); and

**WHEREAS**, the City Council believes the Bills are unnecessary, unconstitutional, unworkable, legally unsound, misleading, and will spur unnecessary litigation for the City of Farmersville and cities across the State of Texas; and

**WHEREAS**, the City Council believes the Bills are bad for Texans and bad for the residents of Farmersville because they may deprive Texans of essential services and protections that local governments like the City of Farmersville now provide or enable but that the State of Texas may be unable or unwilling to provide itself or timely authorize; and

**WHEREAS**, the City Council believes the Bills expressly attempt to convert home-rule cities into general law cities for matters even remotely associated with the Texas Agriculture Code, Texas Finance Code, Texas Insurance Code, Texas Labor Code, Texas Natural Resources Code, Texas Property Code, Texas Business and Commerce Code, and Texas Occupations Code (the "Covered Codes"); and

**WHEREAS**, the City Council believes the Bills eliminate local control at the city level and shifts such control as it relates to the Covered Codes from the individual communities of the Great State of Texas to instead centralize power over the Covered Codes in the hands of the Texas Legislature; and

**WHEREAS**, the City Council believes the Bills may very well create uncertainty about what local laws may be enforced and which need to be obeyed, what local fees may be collected, what expenses may be imposed, what legal and financial protections for local residents and governments may be lost, and whether the State will fill gaps in funding, services, and protection created by the Bills' preemption provisions; and

**WHEREAS**, the City Council believes that the long-standing, carefully constructed, balance between the regulatory authority of the State of Texas and that of home-rule cities, which authority was established under Article XI, Section 5 of the Texas

Constitution, is not "broken" simply because some State of Texas elected officials disagree with what some cities are doing through their constitutionally delegated home-rule authority and statutory authority for the benefit of their local residents; and

**WHEREAS**, the City Council is opposed to the Texas Legislature's erosion of home-rule city authority and the elimination of any city's ability to act in the best interest of its residents simply because the Covered Codes do not specifically authorize a city to so act in advance of the need for action; and

**WHEREAS**, more particularly, the City Council of the City of Farmersville opposes House Bill 2127 and Senate Bill 814 as an infringement on a local government's authority to protect the health, safety and welfare of its' citizens.

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

**Section 1:** 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:** The City Council of the City of Farmersville opposes House Bill 2127 and Senate Bill 814 and all other similar legislation filed in the 88th Texas Legislative Session which would restrict a local government's powers regarding matters associated with the Texas Agriculture Code, Texas Finance Code, Texas Insurance Code, Texas Labor Code, Texas Natural Resources Code, Texas Property Code, Texas Business and Commerce Code, and Texas Occupations Code.

**Section 3:** The City of Farmersville's opposition to House Bill 2127 and Senate Bill 814 and any similar legislation be communicated to Members of the Texas Legislature.

**Section 4:** That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED, by the City Council of the City Council of the City of Farmersville, Texas on this 11<sup>th</sup> day of April 2023

APPROVED:

\_\_\_\_\_  
BRYON WIEBOLD, Mayor

ATTEST:

\_\_\_\_\_  
TABATHA MONK, City Secretary

## **The "Texas Regulatory Consistency Act" is anything but consistent**

As Mayors of North Texas, we believe House Bill 2127 contradicts our state's history and is incongruent with many lawmakers' assertions that "Texans know what's good for Texas."

For those unaware of the bill's stated intent, it would increase the state government's regulatory power, thereby stripping local authority and leaving local governments unable to represent their citizens' best interests.

"Independence" and "Texas" go hand in hand. The "Lone Star State" was so named due to our status as an independent republic before becoming the 28th state. That annexation didn't dilute the independent streak that still runs through most Texans' blood.

HB 2127 takes the stance that this philosophy doesn't apply to individual Texas cities. Instead, the bill paints the issue with a broad brush and would leave many to believe that city leaders are out to make it harder for businesses to operate. When the bill author, Rep. Dustin Burrows (R-Lubbock), explained his bill in the House Committee on State Affairs last month, he blamed a "current patchwork of regulations" [1:01:37] by cities and counties that thwart economic growth.

The bill is crafted in a way that punishes local governments that are supposedly bad for business and damaging the Texas economy. In reality, local leaders want nothing but the best for their business community because they rely on the private sector to stimulate a thriving economy. And if local governments have as much influence over businesses as the bill implies, then we must acknowledge their role in establishing Texas as the 9th largest economy in the world and for creating 650,000 jobs last year.

With numbers to boast like these, it is hard to believe Texas is full of "254 counties and thousands of municipalities that all have their own ordinances that have hurt their businesses" [1:01:44]. While it may be true that, in limited cases, some cities overreach and involve themselves in matters best left for businesses to decide on their own, the correct approach to these individual occurrences would require a narrow resolution. Rather than using a scalpel to remove unnecessary ordinances, HB 2127 takes a wrecking ball to the entire system.

Given the bill's expansive reach and ambiguity, we seek clarification and have requested changes that attempt to tighten the broad language that could lead to the erosion of citizen-granted local control. As mayors representing the interests of our citizens, we firmly stand against HB 2127 in its current form and believe the bill has a long way to go to reach a version that resembles a business-friendly policy without causing harm to residents, however unintended.

Much debate remains on exactly what the bill does and does not intend to regulate. Interpretation of the bill is drastically different depending on the vantage point. From supporters' point of view, the legislation would simply restore regulatory power to the state and make it easier for the private sector to operate. On the other hand, local governments look at the bill and see an inexhaustive list of current authorities that will be stripped away. Many businesses want cities to enforce to protect their local investment. The confusion surrounding the bill's impact is a precursor to the lengthy and unnecessary litigation likely to occur if HB 2127 becomes law. Not only does the bill invite individuals to file lawsuits against local governments, but it also encourages them— needlessly at taxpayer expense.



Texas is a large and diverse state, geographically and culturally. Local ordinances reflect that diversity; state regulations cannot possibly account for the extreme divergences among our state's regions. Therefore, decisions regarding city services, including everything as large as public safety, animal control, and parking ordinances down to weed control and water restrictions in neighborhoods, should be left to local leaders and not dictated by the state.

Unfortunately, this legislation, as currently written, intends to paint all cities with one brush.

Texas lawmakers would never accept such brash overreach from the federal government. So why would they choose to place a stranglehold on local communities with big government regulations? State officials rightfully fight against the centralization of power attempted from D.C.; still, they do not want local leaders playing by the same standards when it concerns decisions made in Austin. Texas mayors should have the same opportunity to push back against policies that erode local authority and remove the ability for cities to self-govern.

Draft – April 4, 2023

<b>Hon. Darlene Copeland</b>	Mayor, City of Blue Mound
<b>Hon. Steve Babick</b>	Mayor, City of Carrollton
<b>Hon. Scott Cain</b>	Mayor, City of Cleburne
<b>Hon. Tim Ratcliff</b>	Mayor, City of Combine
<b>Hon. Teddy Reel</b>	Mayor, City of Commerce
<b>Hon. Wes Mays</b>	Mayor, City of Coppell
<b>Hon. Bill Heidemann</b>	Mayor, City of Corinth
<b>Hon. Laurie Bianco</b>	Mayor, City of Dalworthington Gardens
<b>Hon. Gerard Hudspeth</b>	Mayor, City of Denton
<b>Hon. Linda Martin</b>	Mayor, City of Euless
<b>Hon. Ray Richardson</b>	Mayor, City of Everman
<b>Hon. Bryon Wiebold</b>	Mayor, City of Farmersville
<b>Hon. David Billings</b>	Mayor, City of Fate
<b>Hon. Jeff Cheney</b>	Mayor, City of Frisco
<b>Hon. Jim Jarrat</b>	Mayor, City of Granbury
<b>Hon. Ron Jensen</b>	Mayor, City of Grand Prairie
<b>Hon. Gary Hulsey</b>	Mayor, City of Haslet
<b>Hon. Kelson Elam</b>	Mayor, City of Heath
<b>Hon. Dan Jaworski</b>	Mayor, City of Highland Village
<b>Hon. Henry Wilson</b>	Mayor, City of Hurst
<b>Hon. Rick Stopfer</b>	Mayor, City of Irving
<b>Hon. Liz Woodall</b>	Mayor, City of Justin
<b>Hon. Jeff Jordan</b>	Mayor, City of Kaufman
<b>Hon. Laura Hanna Peace</b>	Mayor, City of Kemp
<b>Hon. Michael Evans</b>	Mayor, City of Mansfield

<b>Hon. George Fuller</b>	Mayor, City of McKinney
<b>Hon. Daniel Aleman</b>	Mayor, City of Mesquite
<b>Hon. Regan Wallace Johnson</b>	Mayor, City of Mineral Wells
<b>Hon. Dena Meek</b>	Mayor, City of Oak Point
<b>Hon. Richard Dormier</b>	Mayor, City of Ovilla
<b>Hon. Brianna Chacón</b>	Mayor, City of Princeton
<b>Hon. Paul Voelker</b>	Mayor, City of Richardson
<b>Hon. Blake Margolis</b>	Mayor, City of Rowlett
<b>Hon. Jeff Bickerstaff</b>	Mayor, City of Sachse
<b>Hon. David Hill</b>	Mayor, City of Waxahachie
<b>Hon. L. Kelly Jones</b>	Mayor, City of Westworth Village
<b>Hon. Henry Lessner</b>	Mayor, Town of Fairview
<b>Hon. Derek France</b>	Mayor, Town of Flower Mound
<b>Hon. Russ Brewster</b>	Mayor, Town of Pantego
<b>Hon. Matthew Poole</b>	Mayor, Town of Ponder

Agenda Section	Regular Agenda
Section Number	IIV N
Subject	Resolution R-2023-0411-004 Expressing Opposition to HB 2265
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Resolution and documents
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	Documents
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-2023-0411-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, OPPOSING HOUSE BILL 2265 AND SENATE BILL 803 FILED IN THE 88TH TEXAS LEGISLATIVE SESSION WHICH WOULD ELIMINATE A GOVERNMENTAL ENTITY'S ABILITY TO LIMIT ITS POSSIBLE EXPOSURE TO COMPENSATORY DAMAGES FOR DELAYS THROUGH A CONSTRUCTION CONTRACT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville, Texas ("City Council") recently learned about House Bill 2265 ("HB 2265") and Senate Bill 803 ("SB 803") (collectively the "Bills"); and

**WHEREAS**, the City Council believes the Bills are unnecessary, unworkable, legally unsound, misleading, and will spur unnecessary litigation for State entities, cities, counties, courts, and public school districts across the State of Texas (collectively "Governmental Entities"); and

**WHEREAS**, the City Council believes the Bills are bad for Texans and bad for the residents of Farmersville because the Bills are overly broad and unduly vague and deprive Governmental Entities of the ability to protect themselves from allegations of delay, which allegations may be of minimal duration and little or no impact to a construction contractor, after a construction project is completed and final accepted because the level of "delay" that is compensable is not defined and construction contractors are not required to provide any kind of notice to the Governmental Entities regarding alleged delay claims that should be timely identified by the construction contractor through a timely submitted request for a change order to address delays rather than a surprise lawsuit upon final completion and acceptance of a construction project; and

**WHEREAS**, the City Council believes the Bills are bad for Texans and bad for the residents of Farmersville because the Bills are overly broad and unduly vague and deprive Governmental Entities of the ability to protect themselves from unwarranted litigation and unanticipated damages because the scope of what types of recovery may be included in the term "compensatory damages" is not defined; and

**WHEREAS**, the City Council believes the Bills are bad for Texans and bad for the residents of Farmersville because the Bills will cause cities, in particular, to violate the Texas Constitution by entering into contracts with a legislatively created source of contingent unfunded liability; and

**WHEREAS**, the City Council believes the Bills will create uncertainty about what constitutes a compensable "delay," and what types of damages are included or precluded from a claim for "compensatory damages"; and

**WHEREAS**, more particularly, the City Council of the City of Farmersville opposes House Bill 2265 and Senate Bill 803 as an infringement on a local government's authority to protect the health, safety and welfare of its' citizens.

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

**Section 1:** 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:** The City Council of the City of Farmersville opposes House Bill 2265 and Senate Bill 803 and all other similar legislation filed in the 88th Texas Legislative Session which would restrict a Governmental Entities' ability to protect itself and the public's best interests from unknown, unanticipated, and unlimited compensatory damages based on some alleged delay of potentially minimal duration and little or no actual impact in the course of a contractor's performance of a construction contract.

**Section 3:** The City of Farmersville's opposition to House Bill 2265 and Senate Bill 803 and any similar legislation be communicated to Members of the Texas Legislature.

**Section 4:** That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED, by the City Council of the City Council of the City of Farmersville, Texas on this 11th day of April 2023

APPROVED:

\_\_\_\_\_  
BRYON WIEBOLD, Mayor

ATTEST:

\_\_\_\_\_  
TABATHA MONK, City Secretary

Agenda Section	Regular Agenda
Section Number	VII .P
Subject	CDC Amended project list and amended budget
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2023
Attachment(s)	None
Related Link(s)	
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	Regular Agenda
Section Number	VII .Q
Subject	Resoluton R-2023-0411-005
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2023
Attachment(s)	None
Related Link(s)	
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>





# Texas SmartBuy Membership Program

## Resolution

State of Texas, County of Collin  
(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to **§§271.082 and 271.083 of the Local Government Code.**

Whereas, the City Council  
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc.)  
of Farmersville Police Department, is a:  
(Enter Name of Qualified Applicant/Entity)

### (Check One of the Following)

- |  |  |
|--|--|
| <input type="radio"/> Appraisal District                           | <input type="radio"/> Charter/Academy School                       |
| <input type="radio"/> Community Supervision/Corrections Department | <input type="radio"/> Council of Governments/Planning Commissions  |
| <input type="radio"/> County                                       | <input type="radio"/> Education Service Center                     |
| <input type="radio"/> Fire Prevention District                     | <input type="radio"/> Hospital District                            |
| <input type="radio"/> Judicial District                            | <input type="radio"/> Junior/Community College                     |
| <input type="radio"/> Library District                             | <input type="radio"/> Mental Health/Mental Disability Organization |
| <input checked="" type="radio"/> Municipality                      | <input type="radio"/> School District                              |
| <input type="radio"/> State-funded Assistance Organization         | <input type="radio"/> Texas Rising Star Care Provider              |
| <input type="radio"/> Special District                             | <input type="radio"/> Utility District                             |
| <input type="radio"/> Emergency Service                            | <input type="radio"/> Drainage                                     |
| <input type="radio"/> Housing                                      | <input type="radio"/> Municipal                                    |
| <input type="radio"/> Political Subdivision                        | <input type="radio"/> Special                                      |
| <input type="radio"/> Port or Transportation Authority             |  |
| <input type="radio"/> Workforce Development Board                  |  |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

Marsha Phillips - Police Chief and

Primary Contact and Title

Shacee Jackson - Administrative Assistant

Secondary Contact and Title

is/are authorized to execute all documentation for Farmersville Police Department pertaining to its participation in the  
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, Farmersville Police Department acknowledges its obligation to pay annual participation fees established by the  
(Entity Name)

Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve

Farmersville Police Department for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.  
(Entity Name)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_  
(Entity Name)

By: \_\_\_\_\_  
Signature of Chair Printed Name and Title of Chair

\_\_\_\_\_  
Signature of Primary Contact Printed Name and Title of Primary Contact

\_\_\_\_\_  
Signature of Secondary Contact Printed Name and Title of Secondary Contact



**Glenn Hegar**  
Texas Comptroller of Public Accounts

## **ADJOURNMENT**