



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
May 23, 2023, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**WATCH THE LIVE BROADCAST**

This meeting will be broadcast live through the City's website and by telephone. Members of the public who wish to watch this meeting, and not speak or participate in the discussion, may watch the live broadcast by

1. Going to the City's website;
2. Clicking on "GOVERNMENT";
3. Clicking on "AGENDAS AND MINUTES";
4. Clicking on the "[click here](#)" link that is located to the right of "LIVE STREAMING."

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- **Oath of Office for Re-Elected and Newly elected Councilmembers**
  - Coleman Strickland, Place 1
  - Ted Wagner, Place 3
- Announcements
  - Calendar of upcoming holidays and meetings.
  - Informational flyer regarding Farmersville Sesquicentennial Celebration June 2, 2023 @ 7:00 p.m. – 9:00 p.m. Onion Shed.
  - Informational flyer regarding Audie Murphy Day Celebrations starting June 9, 2023 through June 10, 2023.
  - We are accepting applications to serve on various City Boards and Commissions.

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

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

will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

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

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

### IV. CONSENT AGENDA

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

A. City Council Minutes (05-09-2023)

### V. INFORMATIONAL ITEMS

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

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Amenities Board
  - 1. Possible Council Liaison Report

- B. Farmersville Community Development Board (Type B)
  - 1. Possible Council Liaison Report. 2. Financial Report
- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Possible council Liaison Report. 2. Financial Report
- D. Parks & Recreation Board
  - 1. Possible council Liaison Report
- E. Planning & Zoning Commission
  - 1. Possible Council Liaison Report
- F. TIRZ Board
  - 1. Possible Council Liaison Report. 2. Financial Report.

## VI. **REGULAR AGENDA**

- A. Consider, discuss and act upon appointing a Mayor Pro-Tempore.
- B. Consider, discuss and act upon appointing a Deputy Mayor Pro-Tempore.
- C.. Consider, discuss and act upon revisions to the approved Concept Plan and Preliminary Plat for Lakehaven.
- D. Consider, discuss and act upon an Engineering Agreement for TxCDBG street improvement project, (CDV21-0422), Rike St and Prospect/Davis St.
- E. Consider, discuss and act upon an update regarding City Park bridge presented by City Engineer, Eddy Daniel.
- F. Consider, discuss and act upon an Interlocal Agreement between Copeville Special Utility District (SUD) and the City of Farmersville.
- G. Consider, discuss and act upon adding crosswalks on Main Street in the downtown area.
- H. Consider, discuss and act upon appointments to various City of Farmersville Boards and Commissions.
- I.. Consider, discuss and act upon appointments of 2 Board members to the Community Development Corporation Board (Type B).

## VII. **EXECUTIVE SESSION --**

Discussion of matters permitted by the following sections of Texas Government Code Chapter 551:

- A. Section 551.072, **DELIBERATION REGARDING REAL PROPERTY**,
  - 1. Purchase of certain real property for the improvement and/or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380); and

**VIII. ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION**

- A. Consider, discuss, and act upon purchasing certain real property for improvement and /or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380).

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

**X. ADJOURNMENT**

**Dated this 18<sup>th</sup> day of May 2023.**




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

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advise necessitated by the deliberation or discussion of said items (as needed) listed on the agenda, as authorized by Texas Government code Section 551.071(a) ("Consultation with Attorney, Closed Meeting").*

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted May 18, 2023, by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



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



## **I. Preliminary Matters**

# MAY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Early Voting 7am – 7pm	2 Early Voting 7am – 7pm	3	4 Parks & Recs Board Meeting 5:00 pm	5	6 Farmersville Market 9:00 am Election Day 7 am - 7 pm
7	8	9 City Council Meeting 6:00 pm	10	11	12	13
	FCDC (4B) Meeting 6:00 pm					
14	15 Canvassing Election 9:00 a.m.	16 P&Z Meeting 6:00 pm	17	18 FEDC (4A) Meeting 6:00 pm	19	20
21	22	23 Zoning Board of Adjustment Meeting 5:30 p.m. City Council Meeting 6:00 pm	24	25 City Amenities Board Meeting 4:00 pm	26 (tentative) Budget Workshop 9:00 a.m. – 11:30	27
28	29 City Hall Closed – Memorial Day	30	31			

# JUNE 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Parks & Recs Board Meeting 5:00 pm	2 Farmersville Sesquicentennial (150 years) celebration 7:00 pm-9:00 pm Onion Shed	3 Farmersville Market 9:00 am
4	5	6	7	8	9 Audie Murphy Day Celebrations	10 Audie Murphy Day Celebrations
11	12 FCDC (4B) Meeting 6:00 pm	13 City Council Meeting 6:00 pm	14	15 FEDC (4A) Meeting 6:00 pm	16	17
18	19	20 P&Z Meeting 6:00 pm	21	22 City Amenities Board Meeting 4:00 pm	23	24
25	26	27 City Council Meeting 6:00 pm	28	29	30	

# Sesquicentennial Celebration



What: Farmersville's 150<sup>th</sup> Birthday on June 2<sup>nd</sup>, 2023

Where: Onion Shed-154 S. Main St Farmersville, Texas 75442

When: 7:00 pm to 9:00 p.m.

*Come out and celebrate our 150<sup>th</sup> birthday at the Onion Shed and have some cake, fellowship, and listen to some great music by the Blandelles. It's also the beginning of our Summer in the Park Music Series for 2023. Food vendors will be on location.*

June 2nd	7:00 PM - 9:00 PM	Blandelles Band
July 7th	7:00 PM - 9:00 PM	Jason Kane White and The Lonesome Band
August 4 <sup>th</sup>	7:00 PM - 9:00 PM	Maylee Thomas Band



JUNE 9-10, 2023

— ★ ★ ★ —  
**AUDIE MURPHY DAY**  
**FARMERSVILLE, TEXAS**

FRIDAY, JUNE 9

5:00-7:00 PM AUDIE MURPHY EXHIBIT  
FARMERSVILLE HERITAGE MUSEUM  
107 FARMERSVILLE PARKWAY

7:00-9:00 PM AUDIE MURPHY'S TO HELL AND BACK MOVIE  
FINE ARTS ON MAIN  
135 S. MAIN STREET

SATURDAY, JUNE 10

7:30 - 9:00 AM VETERANS REGISTRATION AND BREAKFAST  
FIRST BAPTIST CHURCH  
124 S WASHINGTON STREET

10 AM AUDIE MURPHY DAY PARADE  
HISTORIC DOWNTOWN

10:45AM AUDIE MURPHY DAY CEREMONY  
HISTORIC ONION SHED  
154 S MAIN STREET

12 PM VETERANS LUNCHEON  
FIRST BAPTIST CHURCH  
124 S WASHINGTON STREET

SATURDAY, JUNE 10 - ACTIVITIES

12-3 PM AUDIE MURPHY EXHIBITION AND SISTER CITY EXHIBITION  
FARMERSVILLE HERITAGE MUSEUM  
107 FARMERSVILLE PARKWAY

12-3 PM EXHIBIT UNKNOWN SOLDIERS  
FARMERSVILLE HISTORIC SOCIETY - BAIN-HONAKER HOUSE  
108 COLLEGE STREET

9 AM-2 PM AUDIE MURPHY SPECIAL ARTIFACTS  
CHARLES RIKE MEMORIAL LIBRARY  
203 ORANGE STREET

REMEMBERING NADINE LOKEY MURPHY  
"IF WE DON'T TELL THE STORY, PEOPLE WILL FORGET."



SISTER CITIES  
HONORING AUDIE LEON MURPHY  
FARMERSVILLE, TEXAS & HOLTZWILH, FRANCE



LET US HONOR AND REMEMBER OUR BRAVE SOLDIERS.

**II. Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II.
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023,
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

### **III. CITIZENS COMMENTS ON ITEMS NOT ON THE AGENDA**

Agenda Section	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Action	NA

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

Agenda Section	Consent Agenda
Section Number	IV A..
Subject	CC Minutes (May 9, 2023)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 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	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION MINUTES  
May 9, 2023, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Mayor Bryon Wiebold called the meeting to order at 6:00 p.m. Council members Terry Williams, Ted Wagner and Mike Henry were in attendance. Councilmember Lance Hudson was absent. City staff members in attendance were City Manager, Ben White, Assistant City Manager, Mike Sullivan; Police Chief Marsha Phillips, Fire Chief Gregg Massey, Warrant Officer Rick Ranspot and City Attorney, Alan Lathrom.
- Prayer was led by Warrant Officer, Rick Ranspot and the pledges to the United States and Texas flags were led by Mayor Wiebold.
- Mayor Wiebold thanked Rick Ranspot for his prayer for Christian LaCour and spoke of his condolences to the family of the Farmersville resident Christian LaCour, who was tragically killed in the shooting that took place Saturday, May 6, 2023, at the Allen Premier Shopping Center. The Mayor also expressed his condolences for all the other victims as well. The Mayor wanted to speak Christian LaCour's name and bless his family tonight.
- Mayor announced to check the City Calendar for any upcoming closings for holidays and meetings.
- Mayor Wiebold brought to everyone's attention we are accepting applications to serve on various boards and commissions and there are applications on the table by the entrance or they can be picked up at City Hall from the personnel up front.

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

- No one spoke under this item.



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

- Richard Hill spoke against the Farmersville ETJ and asked the City of Farmersville to release the people from the ETJ.

### IV. CONSENT AGENDA

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**Councilmember Henry** made a motion to approve the Consent Agenda.

**Councilmember Williams** seconded the motion.

The motion was carried unanimously (3-0).

### V. INFORMATIONAL ITEMS

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Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City’s related operation:

#### A. City Amenities Board

1. Possible Council Liaison Report: (**Councilmember Wagner** advised the amenities board met and had a wish list they wanted to request : to have the amenities building power washed; signs for the building; and possibly renting out the Senior Center building for certain fees. The library has a summer schedule of events and they have distributed a

flyer regarding this around town, so they do have activities during the summer for the kids.)

- B. Farmersville Community Development Board (Type B)
  - 1. Possible Council Liaison Report: (**Councilmember Henry** advised at their most current meeting they had some house cleaning items they took care of. They discussed the City Engineer report on recommendation for the next part of the city park walls project, he sent it out for bids and had a couple of bids and made a recommendation and they approved his recommendation. The other item was consider, discuss and act up possible transfer of operating funds for Texpool, they unanimously approved discussing having those funds transferred where it would draw more interest.
- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Possible Council Liaison Report: (**Councilmember Williams** advised no meeting.)
- D. Parks & Recreation Board
  - 1. Possible Council Liaison Report: (**Councilmember Wagner** advised at this time still no Little League Contract signed. They have the vendors lined up for the festivals lined up in April, those vendors are all accounted for. They are going to wait on an update for the baseball fields. They discussed the netting and the backstop that 4B had funded.
- E. Planning & Zoning Commission
  - 1. Possible Council Liaison Report: (**Councilmember Hudson** not in attendance to report.)
- F. TIRZ Board
  - 1. Possible Council Liaison Report: (**City Manager, Ben White**, advised no meeting.)

## **VI. PUBLIC HEARINGS AND ORDINANCES**

A. "Continued from the April 25, 2023 City Council Meeting: Consider, discuss and act upon a request to change the zoning on three lots containing approximately 0.77 acres of land, more or less, from SF-2 – Single-Family Dwelling-2 District uses on certain of said lots and HC - Highway Commercial District Uses on certain of said lots to C - Commercial District uses subject to the HC - Highway Commercial Overlay District on the entirety of said property to allow for the platting and development of a commercial project. The property is generally situated on the north side of Audie Murphy Parkway (U.S. Highway 380) and the west side of Orange Street, and located in the W.B Williams Survey, Abstract No. 952, of Farmersville, Collin County, Texas."

- Mayor Wiebold opened the public hearing at 6:10 p.m.

- Sandy Day, property owner, spoke in favor of the zoning change for this item.
- Scott Douglas spoke against zoning to commercial. He had handouts to the City Council showing this neighborhood does not have the infrastructure to be able to handle any additional traffic. He also stated this is going to cause a flooding problem for the neighborhood as well as kids playing in the streets and what an unsafe situation more commercial in this area will cause.
- Chris Roberts spoke against zoning to commercial. He stated this is a residential area where people are raising families and more commercial could bring a dangerous situation to the streets in this neighborhood.

- Mayor Wiebold closed the public hearing at 6:17 p.m.

- Sandy Day spoke to the City Council regarding what type of businesses have shown an interest in moving to this lot.
- **Councilmember Wagner** made a motion to approve the change of the zoning from residential to commercial.
- **Councilmember Williams** seconded the motion.
- The motion was carried unanimously (3-0).

B. "Consider, discuss and act upon Ordinance, O-2023-0509-001, regarding change to traffic flow at the Farmersville Intermediate School."

- Assistant City Manager, Mike Sullivan, updated the City Council on this item. Mr. Sullivan advised the area they are basically talking about having the modified afternoon hours for one way traffic is: Sycamore Street and Windom, going north on Windom to Ride Street and Ride Street to North Main Street.
- **Councilmember Williams** made a motion to approve ordinance, O-2023-0509-001, regarding the afternoon one way traffic as requested by Farmersville ISD.
- **Councilmember Henry** seconded the motion to approve.
- The motion carried unanimously. (3-0).

C. "Consider, discuss and act upon Ordinance, O-2023-0509-002, regarding modification to the parking ordinance requirements to encompass parking on city property."

- Mr. Lathrom updated the City Council on this item.
- **Councilmember Henry** made a motion to approve Ordinance, O-2023-0509-002, regarding modification and additions to parking ordinance requirement.
- **Councilmember Williams** seconded the motion.
- The motion was carried unanimously (3-0).

## **VII., REGULAR AGENDA**

**A.** “Consider, discuss and act upon Resolution, R-2023-0509-001, regarding City Manager signatures on City contracts and agreements.”

- Mr. White updated the City Council on this item.
- **Councilmember Williams** made a motion to approve this item.
- **Councilmember Wagner** seconded the motion to approve.
- The motion was carried unanimously (3-0).

**B.** “Consider, discuss and act upon appointments to various City of Farmersville Boards and Commissions.”

- Mayor advised they are not prepared to do this for this meeting to keep this on the agenda.
- No action was taken.

**C.** “Consider, discuss and act upon appointments of 2 Board members to the Community Development Corporation Board (Type B).”

- Mayor Wiebold and City Council advised to keep this on the next City Council meeting.
- No action was taken.

**D.** “Discussion and possible direction regarding updated budget workshop timeline for FY 2023-2024.”

- Mr. White updated the City Council on the change in the budget work session date.
- **Councilmember Henry** inquired that the new City Council member would be sworn in by the budget work session.
- No action was taken.

## **VIII. EXECUTIVE SESSION –WENT INTO EXECUTIVE SESSION AT 6:31 PM RECONVENED FROM EXECUTIVE SESSION AT 6:51 PM**

Discussion of matters permitted by the following sections of Texas Government Code Chapter 551:

**A.** Section 551.072, **DELIBERATION REGARDING REAL PROPERTY,**

1. Purchase of certain real property for the improvement and/or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380); and

## **IX. ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION**

**A.** Consider, discuss and act upon purchasing certain real property for improvement and /or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380).

- **Mayor Wiebold** advised the City Manager has been directed to follow the course of action.

#### **X.REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- **Councilmember Williams:** Would like discussion regarding a crosswalk on Main Street (Downtown Area).
- **Councilmember Henry:** Would like an update regarding changes being made in legislation that will affect cities.

#### **X.ADJOURNMENT**

**Mayor Wiebold** adjourned the meeting at 6:53 p.m.

APPROVE:

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

ATTEST:

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

## **V. INFORMATIONAL ITEMS**

Agenda Section	Informational Items
Section Number	V. A.
Subject	Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report 2. Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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**Farmersville Community Development Corp 4B**

**April 2023**

**Financial Budget Report**

**Daphne Hamlin**  
d.hamlin@farmersvilletx.com

**Farmersville Community Development Corp 4B**  
**April 2023**

**Statement Balance: 04-01-2023**

**\$715,782.20**

Deposits:	\$-
Sales Tax:	\$29,621.52
Checks cleared (3132-3133,3135,3137-3139)	\$(7,026.50)
Now Checking Int. 0.80%	\$478.38
Wire Fee	\$(10.00)
<b>Balance 04-30-2023</b>	<b>\$738,845.60</b>

**Outstanding Transactions**

check 3140	Dunaway	\$(15,000.00)
<b>Balance</b>		<b>\$723,845.60</b>

Particulars	FY2022/2023												Actual YTD	%
	Budget	October	November	December	January	February	March	April	May	June	July	August		
Revenue:														
Sales Tax Collections	\$350,000	\$38,937	\$42,216	\$32,853	\$35,950	\$54,878	\$36,067	\$29,621					\$ 280,362	80.10%
Interest Income	150	140	147	161	154	288	380	447					\$ 1,727	
Total Revenue	\$350,150	\$39,077	\$42,363	\$33,013	\$36,154	\$64,966	\$36,447	\$30,068					\$ 282,089	
Expenses													\$ -	
Advertising		\$ 223												
Admin Fee		\$ 10	10	10	10	10	10	\$ 10					\$ 70	#DIV/0!
Total Admin Fee													\$ -	
Parks and Recreation														
Chaparral Trail Upgrade Project MM5.1 to MM11.2 (PJ246)	\$ 200,000													
Old City Park Wall	\$ 135,000				20,000		29,100							
Rambler Park	\$ 50,000													
Real Estate	\$ 65,000													
Orion Shed	\$ 100,000							\$ 15,000					\$ -	0.00%
Arbor Day	\$ 300												\$ 49,100	36.37%
JW Spain Concession	\$ 35,700													
JW Spain Field	\$ 75,000													
Total Parks and Recreation	\$ 661,000												\$ 15,000	15.00%
Museum														
Downtown Parking Project	\$ 60,000													
Bain Honaker House Capital Improvements	\$ 12,000					\$4,000	\$5,132						\$ 9,132	76.10%
Total Museum	\$ 72,000												\$ -	
Civic Organizations														
COC Events, promotions, and Publications (PJ237)	\$ 15,000												\$ -	0.00%
NETT Grant (PJ251)	\$ 5,000												\$ 2,150	35.83%
Total Civic Organizations	\$ 20,000												\$ -	
Special Events														
Sparks of Freedom (PJ238)	\$ 10,000					2150							\$ -	0.00%
Music in the Park 2022 (PJ265)	\$ 6,000												\$ -	
Audie Murphy Day	\$ 6,000												\$ -	
Cops & Rodders/National Night Out (PJ2412&1)	\$ 8,401												\$ -	0.00%
Chaparral Trail Open Day Even (PJ266)	\$ 500												\$ -	
Total Special Events	\$ 30,901												\$ -	
FCDC Projects														
Billboard Promotion (PJ252)														
The Reiss Group	\$ 7,000			\$1,800.00		900	450	\$ 450					\$ 3,600	51.43%
Texas Bulletins	\$ 3,000	\$ 250		\$250.00		750	250	\$ 250					\$ 1,750	58.33%
Total FCDC Projects	\$ 10,000												\$ -	
Maintenance/Professional Services/Marketing														
Reimburse City for Accounting Services	\$ 1,000												\$ -	
Misc expenses	\$ 5,000												\$ -	
Legal Services	\$ 10,000	\$ 439		43		881.5	21.5	\$ 495					\$ 1,880	18.80%
Mays Building Taxes	\$ 2,000												\$ -	
Total Maintenance/Professional Svc./Main.	\$ 18,000												\$ -	
Total Expenses	\$ 811,901	\$ 699	\$ 10	\$ 2,103	\$ 20,010	\$ 8,692	\$ 34,964	\$ 16,205	\$ -	\$ -	\$ -	\$ -	\$ 82,682	10.18%
Excess Revenue Over Expenses	(461,751)	38,378	42,353	30,910										

	FY2023 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
<b>Revenue:</b>															
Sales Tax Collections	\$390,000	\$38,937	\$42,216	\$34,795	\$35,990	\$64,676	\$36,068	\$29,622						\$ 282,305	80.65%
Interest Income	\$ 150	\$ 140	\$ 147	\$ 161	\$ 164	\$ 288	\$ 360	\$ 478						\$ 1,758	
Total Revenue	\$ 390,150	\$ 39,077	\$ 42,363	\$ 34,956	\$ 36,154	\$ 64,966	\$ 36,447	\$ 30,100	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$284,063	81.13%
<b>Expenses</b>															
Advertising		\$ 223													
Admin Fee		\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10					\$ 70	
Total Main Street Program	\$ -													\$ -	
Parks and Recreation															
Chaparral Trail Upgrade Project MM5 1 to MM11 2 (PJ246)	\$ 200,000				\$ 20,000		\$ 28,100								
Cold City Park Wall	\$ 135,000														
Rambler Park	\$ 50,000														
Real Estate	\$ 65,000														
Owlin Shed	\$ 100,000							\$ 15,000						\$ 15,000	15.00%
Anoor Day	\$ 300														
JW Spain Concession	\$ 35,700														
JW Spain Field	\$ 75,000														
Total Parks and Recreation Museum	\$ 661,000													\$ -	0.00%
Downtown Parking Project	\$ 60,000													\$ -	
Bain Honaker Painting	\$ 12,000				\$ 4,000	\$ 5,132								\$ 9,132	76.10%
Total Museum	\$ 72,000													\$ -	0.00%
Civic Organizations															
GCC Events, promotions, and Publications (PJ237)	\$ 15,000													\$ -	0.00%
NETT Grant (PJ251)	\$ 5,000													\$ -	0.00%
Total Civic Organizations	\$ 20,000													\$ -	0.00%
Special Events															
Sparks of Freedom (PJ238)	\$ 10,000				\$ 2,150									\$ -	0.00%
Music in the Park 2022 (PJ265)	\$ 6,000													\$ 2,150	35.83%
Audie Murphy Day	\$ 6,000														
Copa & Rodgers National Night Out (PJ241/261)	\$ 8,401													\$ -	0.00%
Chaparral Trail Open Day Even (PJ266)	\$ 500													\$ -	0.00%
Total Special Events	\$ 30,901													\$ -	0.00%
FDOC Projects															
Billboard Promotion (PJ252)	\$ 7,000		\$ 1,800		\$ 900	\$ 450	\$ 450	\$ 450						\$ 3,600	51.43%
The Reiss Group	\$ 3,000	\$ 250	\$ 250	\$ 250	\$ 750	\$ 250	\$ 250	\$ 250						\$ 1,750	58.33%
Texas Bulletin	\$ 10,000													\$ -	0.00%
Total FDOC Projects	\$ 20,000													\$ -	0.00%
Maintenance/Professional Services/Marketing															
Reimburse City for Accounting Services	\$ 1,000													\$ -	0.00%
Mac Exp.	\$ 5,000													\$ -	0.00%
Legal Services	\$ 10,000	\$ 439	\$ 43		\$ 882	\$ 22	\$ 495							\$ 1,879	18.79%
Mays Building Taxes	\$ 2,000													\$ -	0.00%
Total Maintenance/Professional Svc./Main.	\$ 18,000														

Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report 2. Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**Farmersville Economic Development Corp 4A**

**April 2023**

**Financial Budget Report**

**Daphne Hamlin**

[d.hamlin@farmersvilletx.com](mailto:d.hamlin@farmersvilletx.com)

# ***Farmersville Economic Development Corp 4A***

***April 2023***

<b>Statement Balance 04-01-2023</b>	<b>\$724,939.84</b>
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<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$29,621.52</b>
<b>Cking Int .80%</b>	<b>\$487.11</b>
<b>Cleared Checks 1357</b>	<b><u>\$(1,000.00)</u></b>
<b>Ending Balance:</b>	<b>\$754,048.47</b>

## **Outstanding Transactions**

<b>Sales Tax</b>	
<b>CD Interest</b>	
<b>Check 1358 and 1359</b>	<b><u>\$(15,530.17)</u></b>
<b>Balance 05-15-2023</b>	<b><u>\$738,518.30</u></b>

Farmersville Economic Development Corporation  
Cumulative Income Statement  
For the 12 Months Ended, September 30, 2023

	FY 2023	October	November	December	January	February	March	April	May	June	July	August	September	YTD
<b>Beginning Bank Balance</b>														
<b>Deposits</b>														
Sales Tax Collections	\$388,947.00	\$38,937.25	\$42,216.10	\$34,794.83	\$35,990.24	\$64,676.40	\$36,067.58	\$29,621.52						\$282,305.92
Sales Tax Reimbursement		\$15,165.72												
Interest Income (eking (7909)	\$7,490.00	\$133.57	\$142.00	\$155.07	\$159.87		\$381.02	\$487.11						\$1,741.93
Checks cleared		\$14,222.50												
Now Account Interest (8452)		\$489.16	\$473.50	\$489.40	\$489.52	\$810.83	\$1,029.75	\$1,264.83						\$5,048.99
Texpool Interest		\$161.70	\$216.86	\$247.85	\$265.20	\$254.87	\$290.14	\$293.36						\$1,750.08
<b>Total Revenue</b>	<b>\$356,437.00</b>	<b>\$521,353.78</b>	<b>\$541,036.38</b>	<b>\$577,429.54</b>	<b>\$612,379.44</b>	<b>\$648,529.55</b>	<b>\$724,535.84</b>	<b>\$754,048.47</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ 290,844.92</b>
<b>Expenses:</b>														
<b>Administration Expenses</b>														
Administration	\$9,600.00		\$4,515.00											\$4,515.00
EDC Round Table	\$1,500.00													
Computer Maint	\$7,500.00													\$-
Dues/School/Travel	\$18,000.00		\$30.94											\$30.94
EDC Director	\$83,402.00							\$15,465.67						\$-
TEX 21	\$2,500.00													\$-
Office Supplies	\$1,200.00													\$-
Legal Service	\$4,500.00		\$1,419.00					\$64.50						\$1,483.50
<b>Total Administration</b>	<b>\$128,202.00</b>													\$-
<b>Marketing/promotion Expenses</b>														
Marketing/Promotion	\$31,115.00													\$-
Expenses/Advertising														\$-
<b>Project Reserves (Survey, Marketing Analysis, ETC.)</b>	<b>\$30,000.00</b>													\$-
Rotary/Chamber/Small business	\$1,500.00						\$1,000.00							\$1,000.00
Sponsorship	\$3,500.00													\$-
Collin College Sponsorship														\$-
<b>Total Marketing/promotion</b>	<b>\$66,115.00</b>													\$-
<b>Directive Business Incentives</b>														
Edc Action Plan	\$10,000.00													\$-
Facade Grant Program	\$50,000.00					\$25,000.00								\$-
<b>Total Direct Incentives</b>	<b>\$60,000.00</b>					\$25,000.00								\$-
<b>Total Fund Expenditures</b>	<b>\$254,317.00</b>		<b>\$5,964.94</b>			<b>\$25,000.00</b>	<b>\$1,000.00</b>	<b>\$15,530.17</b>						
Revenue vs Expenditures	<b>\$142,120</b>		<b>\$-</b>			<b>\$25,000.00</b>	<b>\$1,000.00</b>	<b>\$15,530.17</b>						
<b>Total Expenditures</b>			<b>\$5,964.94</b>			<b>\$25,000.00</b>	<b>\$1,000.00</b>	<b>\$15,530.17</b>						
<b>Ending Bank Balance</b>		<b>\$541,036.38</b>	<b>\$577,429.54</b>	<b>\$612,379.44</b>	<b>\$648,529.55</b>	<b>\$686,491.24</b>	<b>\$723,935.84</b>	<b>\$738,518.30</b>						
Now Account		<b>\$1,920,300.10</b>	<b>\$1,920,773.60</b>	<b>\$1,921,263.00</b>	<b>\$1,921,752.52</b>	<b>\$1,922,563.35</b>	<b>\$1,923,593.10</b>	<b>\$1,924,857.93</b>						
Texpool Balance		<b>\$73,110.05</b>	<b>\$73,327.01</b>	<b>\$73,574.86</b>	<b>\$73,840.06</b>	<b>\$74,094.93</b>	<b>\$74,395.07</b>	<b>\$74,678.43</b>						
<b>Total Available Funds</b>		<b>\$2,534,446.53</b>	<b>\$2,571,530.15</b>	<b>\$2,607,217.30</b>	<b>\$2,644,122.13</b>	<b>\$2,685,149.52</b>	<b>\$2,721,918.01</b>	<b>\$2,738,064.66</b>						



Agenda Section	Informational Items
Section Number	V.D
Subject	Parks & Recreation
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.E
Subject	Planning & Zoning
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.F
Subject	TIRZ
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	1. Possible Council Liaison Report 2. Finance Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**TIRZ**  
**March 2023**  
**Financial Budget Report**

**Daphne Hamlin**  
d.hamlin@farmersvilletx.com

**TIRZ**  
**March 2023**

<b>Statement Balance 02-28-2023</b>	<b>\$38,755.77</b>
<b>Deposits:</b>	<b>\$-</b>
<b>Cking Int CBTX 3.04%</b>	<b>\$98.75</b>
<b>Statement balance 03-31-2023</b>	<b>\$38,854.52</b>

**Outstanding Transactions**

<b>Balance</b>	<b>\$38,854.52</b>
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TIRZ  
Cumulative Income Statement  
For the 12 Months Ended, September 30, 2023

	FY 2023	October	November	December	January	February	March	April	May	June	July	August	September	YTD
<b>Beginning Bank Balance</b>														
<b>Budget</b>		\$77,944.72	\$77,951.34	\$85,729.71	\$65,735.11	\$65,740.87	\$38,755.77							
<b>Deposits</b>														
Ad Valorem Tax Collection	\$982,015.00													
County Tax Collection	\$114,289.00													
Prior year reimbursement														
Interest Income cking	\$4,500.00		\$12,227.10)											
Texpool Interest		\$6.62	\$5.47	\$5.40	\$5.76	\$102.41	\$98.75							\$224.41
<b>Total Revenue</b>	<b>\$1,100,804.00</b>	<b>\$77,951.34</b>	<b>\$65,729.71</b>	<b>\$65,735.11</b>	<b>\$65,740.87</b>	<b>\$65,843.28</b>	<b>\$38,854.52</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$21,112.50</b>
<b>Expenses:</b>														<b>\$21,336.91</b>
Administration	\$2,000.00													
Meeting Expenses	\$2,000.00													
Dues/School/Travel	\$5,000.00													\$-
Office Supplies														
Legal Service	\$12,500.00													\$-
<b>Debt Service</b>														
Interest Payment (PJ116)	\$52,675.00					\$26,337.51								\$26,337.51
Principal Payment (PJ116)	\$70,000.00					\$750.00								\$750.00
<b>Directive Business Incentives</b>														
<b>Total Expenditures</b>	<b>\$144,175.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$27,087.51</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$27,087.51</b>
Revenue vs Expenditures														<b>(\$5,751)</b>
From Reserves														
<b>Ending Bank Balance</b>		<b>\$77,951.34</b>	<b>\$65,729.71</b>	<b>\$65,735.11</b>	<b>\$65,740.87</b>	<b>\$38,755.77</b>	<b>\$38,854.52</b>	<b>\$-</b>				<b>\$-</b>	<b>\$-</b>	
<b>Texpool Balance</b>		<b>\$1,059,556.35</b>	<b>\$1,062,701.04</b>	<b>\$1,066,293.19</b>	<b>\$1,070,136.96</b>	<b>\$1,073,830.38</b>	<b>\$1,078,035.53</b>							
<b>Total Available Funds</b>		<b>\$1,137,507.69</b>	<b>\$1,128,430.75</b>	<b>\$1,132,028.30</b>	<b>\$1,135,877.83</b>	<b>\$1,142,586.15</b>	<b>\$1,146,890.05</b>							

## **VI. REGULAR AGENDA**

Agenda Section	Regular Agenda
Section Number	VI. A.
Subject	Appointing Mayor Pro Tempore
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 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	<ul style="list-style-type: none"> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Regular Agenda
Section Number	VI. B
Subject	Appointing Deputy Mayor Pro Tempore
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23,2023
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	<ul style="list-style-type: none"> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.C.
Subject	Lakehaven revisions to Concept and Preliminary Plat
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 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	<b>This item was recommended approval by Planning and Zoning Board.</b>
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>



May 12, 2023

Mr. Ben White, P.E.  
City of Farmersville  
205 S. Main St.  
Farmersville, Texas 75442

RE: Lakehaven Concept Plan  
Dated March 2023

Mr. White:

The Lakehaven MUD development is seeking reapproval on the Concept Plan due to lot layout and total count changes. The original Concept plan was approved by Planning & Zoning on November 16, 2021 and Council on December 14, 2021.

During the engineering design for Phase 2 and Phase 3 of the development, the design engineer firm, Kimley-Horn, concluded that not enough stormwater detention was previously allocated on the Concept Plan. An additional detention pond was needed in Phase 2 which replaced the originally proposed lots on Munster Court, and a larger detention pond was needed in Phase 3 near Travis Dr. A total of 13 lots were removed from the Lakehaven Subdivision which brings the number of lots from an originally proposed 1,880, down to 1,867.

Dunaway has reviewed the design plans for Phase 2 and Phase 3 and agrees that these changes were necessary for the safe management of stormwater. It was determined by City staff that the above-mentioned changes were enough to warrant a resubmission through Planning & Zoning and the City Council, and we recommend that the Concept Plan be reapproved.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Jacob Dupuis'.

Jacob Dupuis, PE  
Senior Discipline Lead



May 12, 2023

Mr. Ben White, P.E.  
City of Farmersville  
205 S. Main St.  
Farmersville, Texas 75442

RE: Lakehaven Preliminary Plat  
Dated March 2023

Mr. White:

The Lakehaven MUD development is seeking reapproval on the Preliminary Plat due to lot layout and total count changes. The original Preliminary Plat was approved by Planning & Zoning on November 16, 2021 and Council on December 14, 2021.

During the engineering design for Phase 2 and Phase 3 of the development, the design engineer firm, Kimley-Horn, concluded that not enough stormwater detention was previously allocated on the Preliminary Plat. An additional detention pond was needed in Phase 2 which replaced the originally proposed lots on Munster Court, and a larger detention pond was needed in Phase 3 near Travis Dr. A total of 13 lots were removed from the Lakehaven Subdivision which brings the number of lots from an originally proposed 1,880, down to 1,867.

Dunaway has reviewed the design plans for Phase 2 and Phase 3 and agrees that these changes were necessary for the safe management of stormwater. It was determined by City staff that the above-mentioned changes were enough to warrant a resubmission through Planning & Zoning and the City Council, and we recommend that the Preliminary Plat be reapproved.

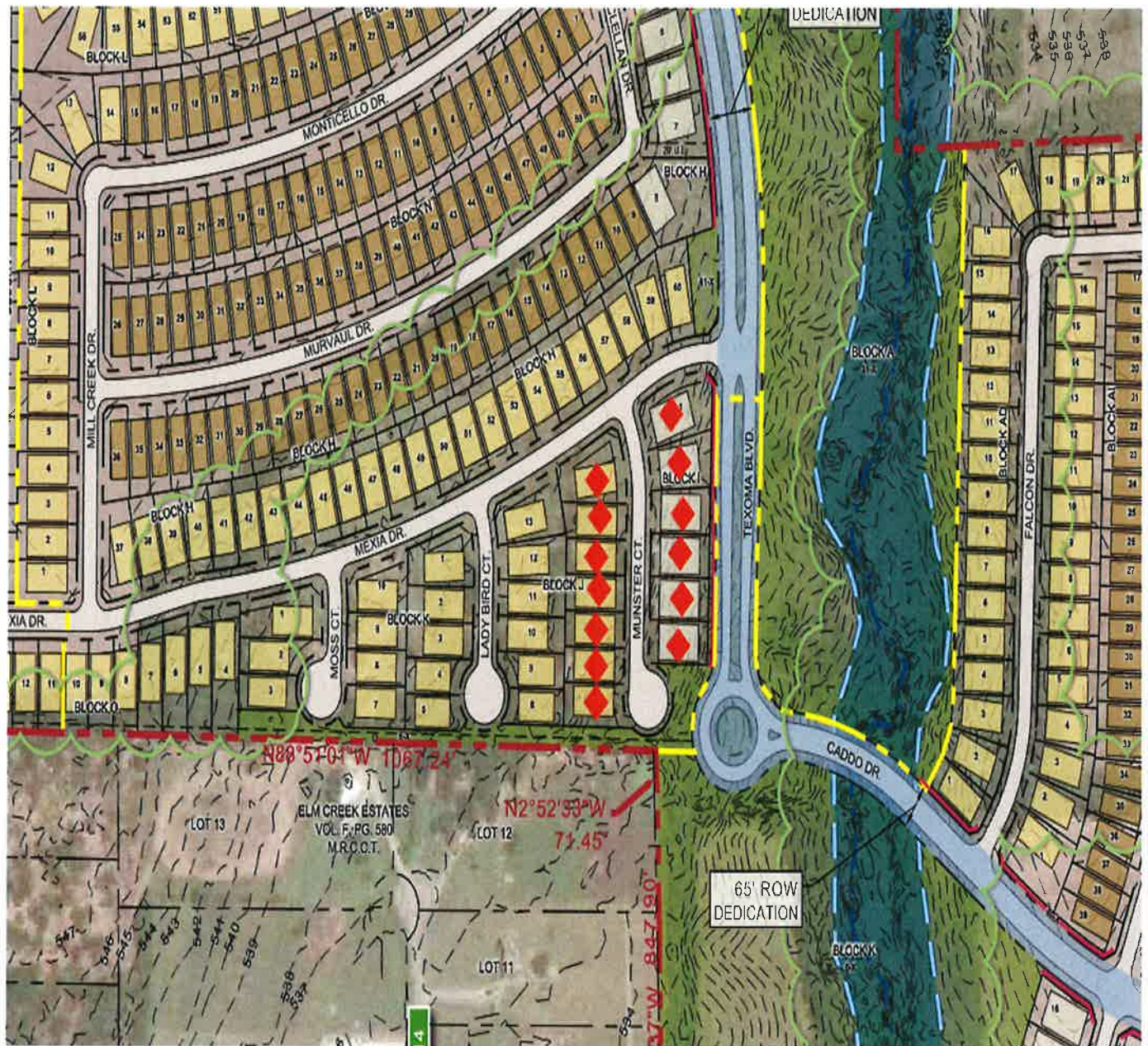
Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis".

Jacob Dupuis, PE  
Senior Discipline Lead





Changes requested

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Engineering Agreement regarding TxCDBG Street Improvements Grant
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	Contract
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

### PART I AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF FARMERSVILLE, hereinafter called the "City", acting herein by Benjamin L. White, P.E., City Manager hereunto duly authorized, and Dunaway hereinafter called "Firm," acting herein by Eddy W. Daniel, P.E.

#### WITNESSETH THAT:

WHEREAS, the City of Farmersville desires to reconstruct road surface improvements on North Rike Street and Davis (formerly Prospect) Street under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Dunaway to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number CDV21-0422.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on March 1<sup>st</sup>, 2022. In any event, all of the services required and performed hereunder shall be completed no later than February 29<sup>th</sup>, 2024.

3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$49,100.00. Payment to the Firm shall be

based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.



IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City Official)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Firm/Contractor's Authorized Representative)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

## PART II

### SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:  
(Choose appropriate contracted services)

#### SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 180 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
  3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

### PART III - PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City.	10%
• Completion of final inspection and acceptance by the City.	10%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

#### SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$155.00
Survey Crew (3 members)	\$165.00
Project Engineer	\$144.00
Engineering Technician	\$138.00
Project Representative	\$105.00
Draftsman	\$128.00

The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars (\$10,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of NA and No/100 Dollars (\$NA).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a Five percent (5%) overhead charge. All fees for testing shall not exceed a total of Five Thousand and No/100 Dollars (\$5,000.00).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

## PART IV

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award



between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### **Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

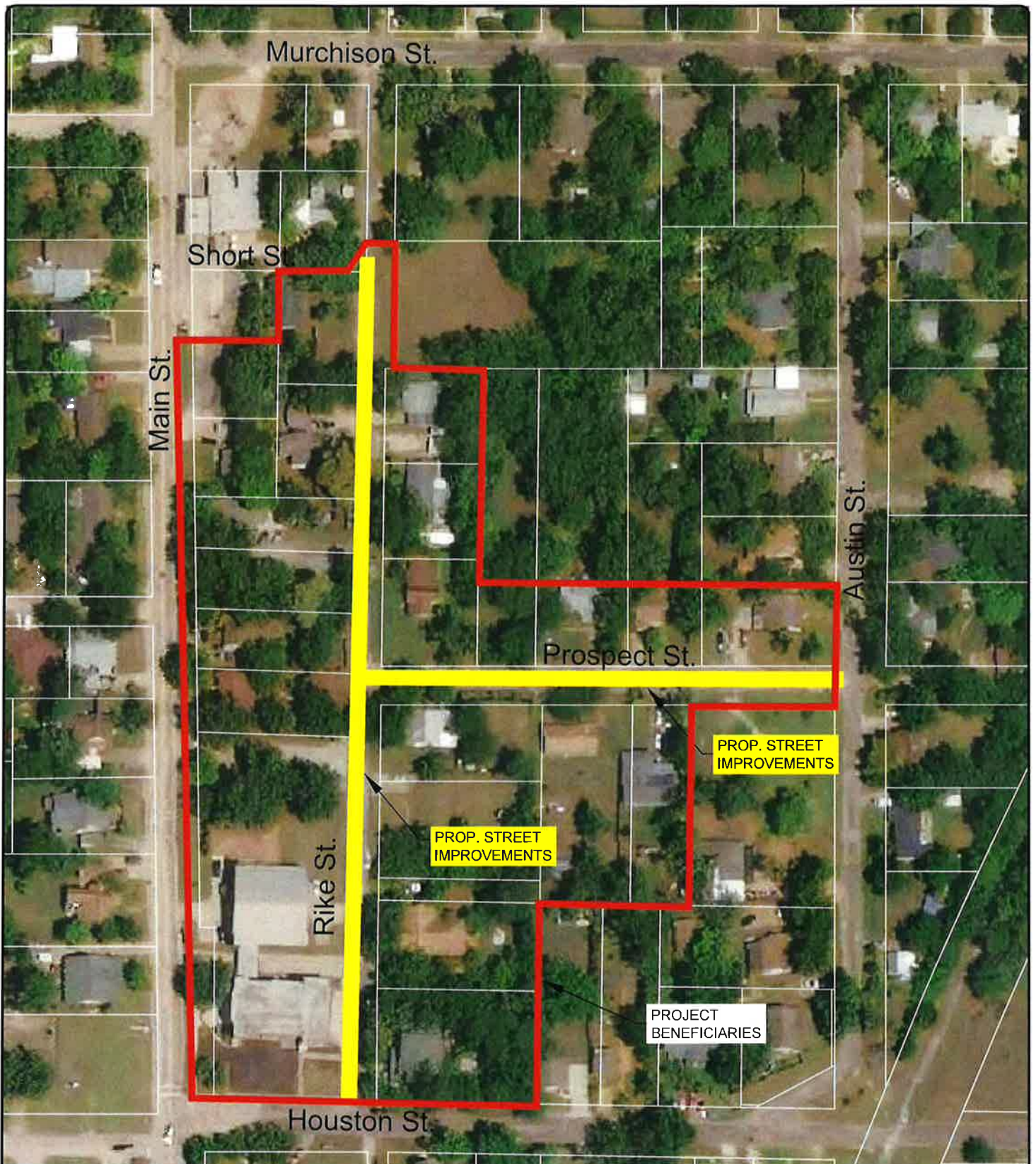
f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING/ARCHITECTURAL/SURVEYOR**  
**PROFESSIONAL SERVICES**

<b>Activity To Be Completed by Date Specified:</b>		<b>Milestone Date</b>
Plans and Specifications Completed	Month 6	8/1/2023
Plans and Specifications Submitted for Approval (as required)	Month 6	8/1/2023
Construction Contract Awarded & Executed	Month 10	12/1/2023
Construction – 50% TxCDBG project complete	Month 14	4/1/2024
Construction – 75% TxCDBG project complete	Month 17	7/1/2024
Construction – 90% TxCDBG project complete	Month 19	9/1/2024
Construction & Final Inspections Completed	Month 20	10/1/2024
End Date of Contract	Month 23	1/31/2025
Close-out documents submitted to Department (60 days after End Date)	Month 26	4/1/2025





2021 TXCDBG COMMUNITY DEV. FUND  
PROPOSED STREET IMPROVEMENTS  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS



118 McKinney St. • P.O. Box 606 • Farmersville, Texas 75442  
Tel: 972.784.7777  
(TXENG FIRM F-1114)



NOT TO SCALE

Agenda Section	Regular Agenda
Section Number	VI. E
Subject	Update on Park Bridge
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI. F
Subject	Interlocal with Copeville SUD and City of Farmersville
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	ILA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



**INTERLOCAL AGREEMENT TO  
DISCONNECT WATER SERVICE FOR NONPAYMENT OF SEWER SERVICE**

This Interlocal Agreement to Disconnect Water Service for Nonpayment of Sewer Service ("Agreement") is entered into by and between **Copeville Special Utility District**, a political subdivision of the State of Texas (the "District"), and the **City of Farmersville, Texas**, a municipal corporation and political subdivision of the State of Texas (the "City"), for the purposes and consideration set forth herein.

**RECITALS**

WHEREAS, the District and the City each have the authority provided in Chapter 791, Texas Government Code (the "Interlocal Cooperation Act"), to enter into any and all such contracts as necessary to achieve each party's intent and purposes; and

WHEREAS, the District and City are both "retail public utilities" as defined in Section 13.002 of the Texas Water Code; and

WHEREAS, the District has the exclusive right to furnish water utility service within its Certificate of Convenience and Necessity ("CCN") No. 11376; and

WHEREAS, the City has the right to furnish sewer utility service within its CCN No. 20946; and

WHEREAS, the District provides water service and the City provides sewer service to common customers ("Joint Customers") in the Lakehaven development, and the City has requested that the District disconnect water service for nonpayment of sewer service by Joint Customers; and

WHEREAS, this Agreement is made by and between the City and District as authorized by Section 13.250(b)(2) of the Texas Water Code and 30 Texas Administrative Code § 291.88(e), and this Agreement is deemed to be a request by the City for the District to disconnect water service to Joint Customers who have not paid undisputed sewer charges.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements contained in this Agreement, the District and City agree as follows:

- 1. Recitals.** The above recitals are true and correct and are incorporated herein for all purposes.
- 2. Sewer Disconnects.** The District agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills in accordance with the regulations of the Public Utilities Commission of Texas and the District's Rate Order. The City shall give written notice of termination of sewer service to all delinquent sewer customers subject to discontinuance of sewer service under the City's sewer service policies. The City shall email a list of all customers

that it requests the District to terminate by name and service address on a monthly basis. The District will perform the disconnect of water service of the City's delinquent customers at the same time as it performs its monthly disconnections for failure to pay the District's water service bills. The City shall notify the District in the event a customer on the City's disconnect list delivered to the District has paid and should be removed from the disconnect list.

- 3. Service Reinstatement.** Upon receipt of payment due from a Joint Customer that has been disconnected by the District for failure to pay a City sewer bill, the City shall notify the District that it may restore the customer's water service. The District shall restore the service, unless the customer is also delinquent on its water service bill and a termination of water utility service notice has been issued by the District, in which case, the District shall not be required to restore the Joint Customer's water service until all service restoration requirements have been met under the District's Rate Order. The District shall not charge delinquent Joint Customers a reconnect fee for restoring water service after payment of delinquent sewer bills.
- 4. Payment to District.** The City will pay the District a service charge of seventy-five dollars (\$75.00) per each disconnection/reconnection of delinquent sewer bills. The District shall email an invoice to the City for all disconnects/reconnects performed in the previous calendar month (if any), and the City shall pay the invoice within twenty (20) days of the email delivery of the invoice by the District.
- 5. Purpose of Agreement.** This Agreement is made for the purpose of facilitating the collection of fees for sewer services provided by City **in** accordance with state law and regulations. No partnership or joint venture is intended to be created hereby. The District's sole responsibility is to terminate District water service to sewer customers of the City for nonpayment of delinquent sewer bills.
- 6. Indemnification.** The District shall have no liability for City's request for disconnect of service under this Agreement, and to the extent authorized by law, City shall indemnify, defend and hold the District harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the City, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the City, which does not amount to gross negligence or willful misconduct on the part of the City, its agents, employees, or representatives. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by the District relating to or arising from any such damages, claims, demands or causes of action hereunder.

7. **Term.** This agreement shall remain in full force and effect for three (3) years from the date of last execution by the parties below (the "Effective Date"), and shall automatically renew from year to year thereafter unless a party terminates this agreement in writing at least thirty (30) days prior to the end of the term. The City's obligation to make payments shall survive the termination of this Agreement.
8. **Notices.** Unless otherwise specified in this Agreement, all notices and requests sent by either party to the other party under this Agreement shall be in writing and delivered by (i) personal delivery with certificated receipt, (ii) certified mail, return receipt requested, or (iii) email plus a copy of the notice sent by regular mail, using the following contact information:

To the City: City of Farmersville County  
Attn: City Manager  
205 S. Main Street  
Farmersville, Texas 75442  
Email:

To the District: Copeville Special Utility District  
Attn: General Manager  
P.O. Box 135  
Copeville, Texas 75121  
E-mail: [rbrookbank@copevi/lewater.com](mailto:rbrookbank@copevi/lewater.com)

Notice given in accordance with this paragraph shall be effective upon receipt by the party to whom it is addressed. Each party may change its contact information by giving notice of the change to the other party in accordance with the provisions of this paragraph.

9. **Miscellaneous Provisions.**

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement is not assignable by either party without the prior written consent of the other party to this Agreement.
- b. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by, or construed in favor of, any person or entity other than the express parties to this Agreement.
- c. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

- d. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising under the terms and provisions of this Agreement shall be within Collin County, Texas.
- e. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other **parties** or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is **signing** this Agreement, that each individual affixing his or her signature hereto is authorized to do so, and that such authorization is valid and effective on the date hereof.
- g. The parties agree to take such further actions and to sign such further documents as may be reasonably necessary or appropriate to fulfill the intent of, and to complete the obligations described in this Agreement.
- h. Nothing in this Agreement shall be construed to waive either party's governmental immunity nor to waive the official immunity of a party's respective appointed or elected officials or employees. The failure of a party to require strict performance of any provision, term, or condition of this Agreement or to exercise any right or remedy shall not constitute or be construed as a waiver of the provision, term, or condition breached or any other provision, term or condition of this Agreement.
- i. Payments to be made by the City under this Agreement shall constitute funds from the City's current fiscal year's revenues.

**(Signature Pages to Follow)**

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple original copies, each of equal dignity, on the date(s) indicated below.

Executed by the DISTRICT on this the \_\_\_\_ day of \_\_\_\_\_, 2023

COPEVILLE SPECIAL UTILITY DISTRICT

By: \_\_\_\_\_  
James Rice, Board President

ATTEST:

\_\_\_\_\_  
Windell Rice, Board Secretary

THE STATE OF TEXAS                   §

COUNTY OF COLLIN                   §

Before me, the undersigned authority, on this day personal appeared James Rice, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Copeville Special Utility District, a political subdivision of the State of Texas, as its President of the Board of Directors, for the purposes and consideration therein expressed.

Given under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

Executed by the CITY on this the \_\_\_\_ day of \_\_\_\_\_ 2023

CITY OF FARMERSVILLE, TEXAS

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

ATTEST:

\_\_\_\_\_

THE STATE OF TEXAS                      §

COUNTY OF COLLIN                      §

Before me, the undersigned authority, on this day personal appeared Bryon Wiebold, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Farmersville, Texas, a municipal corporation and political subdivision of the State of Texas, as its Mayor, for the purposes and consideration therein expressed.

Given under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

Agenda Section	Regular Agenda
Section Number	VI. G
Subject	Crosswalk Main St.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI. H.
Subject	Board Appointments
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	Applications
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Regular Agenda
Section Number	VI. I.
Subject	CDC Board Appointments
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2023
Attachment(s)	Applications
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VII. EXECUTIVE SESSION**

## **VIII. ACTION PERTAINING TO EXECUTIVE SESSION**

## **IX. ITEMS FOR FUTURE AGENDAS**

## **XI. ADJOURNMENT**