

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss, and act upon selection of City Planning Engineer.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Request for Qualifications Statement and Format • RFQ Statements from Kimley-Horn and KSA Engineering • Planning Services RFQ Evaluation from each committee member • RFQ Combined Results
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ten minute presentation from Kimley-Horn and KSA Engineering • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**City of Farmersville
Request for Qualifications Statements
For Planning Services**

The City of Farmersville (City), assisted by the Economic Development Corporation (4-A EDC), is seeking to contract with a qualified Consulting Firm to provide planning services for the City.

A copy of the proposed format may be obtained from the City at 205 S. Main St., Farmersville, TX 75442 or may be requested by telephone at 972-782-6151. Please submit your proposal of services and a statement of qualifications for these proposed services to Benjamin White, P.E., City Manager, City of Farmersville, 205 S. Main St., Farmersville, TX 75442. Proposals must be received no later than 4:00 p.m., September 30, 2016, to be considered. The City reserves the right to negotiate with any and all firms submitting proposals.

Request for Qualifications (RFQ)

City of Farmersville, Texas

Planning Services

Purpose

The City of Farmersville is soliciting "Statement of Qualifications" from a consulting firm or team with planning experience.

Project Location

The City of Farmersville, Texas, a City of approximately 3,400, is located in eastern Collin County approximately 50 miles northeast of the Dallas/Fort Worth Metroplex.

Project Overview

The City intends to review the current subdivision, zoning and associated planning ordinances for possible updates or amendments. The City with input and guidance from the 4A Economic Development Corporation and the Planning and Zoning Commission seeks input and guidance from qualified firms.

The City anticipates that a series of public meetings will need to be conducted to collect opinions and solicit public involvement with any modifications to their ordinances.

Anticipated Project Deliverables

The end result of this planning process will be proposed updates to existing ordinances with associated maps and related documents.

RFQ Submittals

In this RFQ, applicants must submit information on the company, consultant(s), and key staff members who will be directly involved in the planning process; a list of similar projects previously completed; a list of references from similar projects; and other relevant information.

Evaluation Committee and Selection Criteria

The City will evaluate the submissions. The City may consider but shall not be limited to the following review criteria:

- Experience and past performance of the firm and/or personnel with the type of planning identified.
- Familiarity of the firm and/or personnel with subdivision planning, planning and zoning, urban planning, and implementation strategies.
- Availability of knowledgeable personnel within the firm or on a consultant team.
- Capability of the firm or consultant team to complete the project in a timely manner.
- Prior related experience in Collin County.
- Prior related experience with Cities of similar size and demographics.

The City may take any of the following actions after reviewing the submitted materials:

- Contact respondents and request additional materials or supporting information.
- Contact respondents for an in-person interview.
- Prepare a Request for Proposals to be sent to one or more of the respondents.
- Enter into direct negotiation with a respondent.
- Re-advertise and/or reissue the original RFQ or an amended RFQ.
- Determine that responses received are inadequate and/or that the services are no longer necessary or desired.
- Contact selected references with prior approval of the submitting firm.

Rights of the City

This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- Make selections or solicit additional responses based on its sole discretion;
- Reject any and all proposals and enter into direct negotiations with any, all or some of the providers whether or not they provided a submittal to this RFQ;
- Issue subsequent Requests for Qualifications or Requests for Proposals;
- Remedy technical errors in the Request for Qualifications process;
- Approve or disapprove the use of particular sub-consultants;
- Enter into an agreement with any provider or negotiate with more than one provider for the provision of any, all or some of the listed services;

Timeframe

Interested firms should submit a statement of qualifications no later than 4:00 pm, September 30, 2016 to:

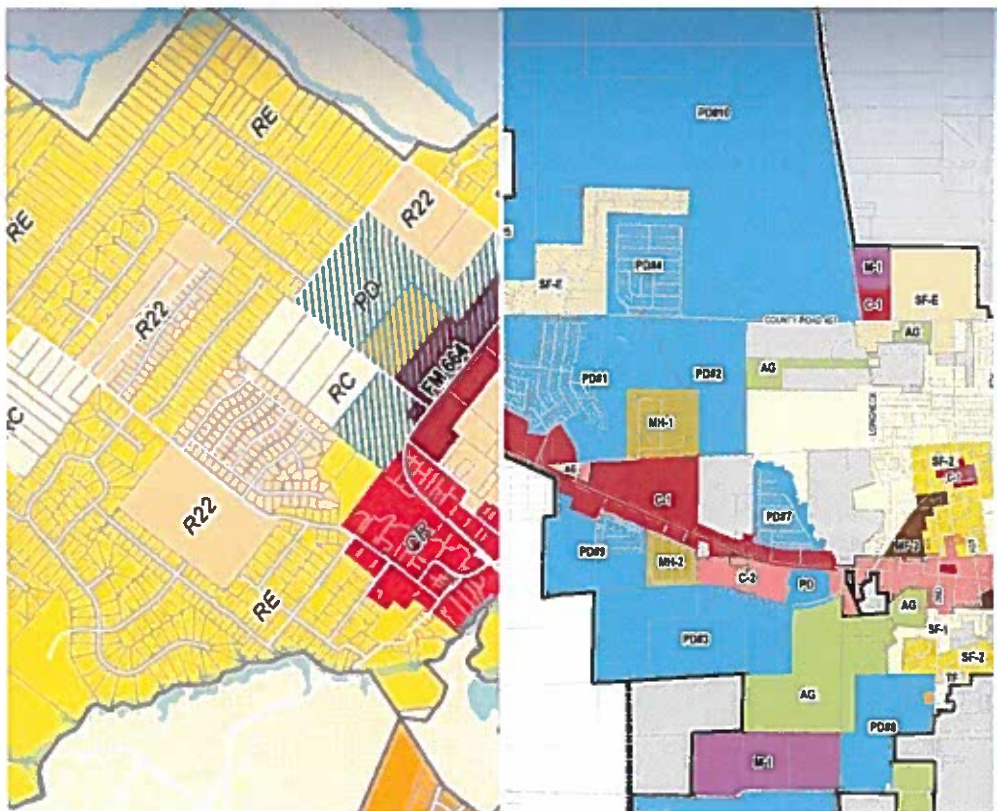
Benjamin White, P.E.
City Manager
City of Farmersville
205 S. Main Street
Farmersville, TX 75442
972-782-6151



City of Farmersville

PLANNING SERVICES

November 2016



Kimley»Horn

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Kimley-Horn Overview

Over the last 49 years, Kimley-Horn has become one of the most respected and fastest growing full-service planning and engineering consultant firms in the United States. Kimley-Horn has a hard-earned reputation for continually raising the bar, setting the industry standard, and turning our clients into enthusiastic fans. With more than 2,800 employees across the nation, Kimley-Horn can draw from a large pool of resources to meet the City of Farmersville's specific needs. In Texas, Kimley-Horn has over 500 employees in 13 offices, five in the Dallas-Fort Worth area including Dallas, McKinney, Frisco, Las Colinas, and Fort Worth, that provide community planning services, transportation planning and engineering, utility engineering, and site planning and design. Our planners, urban designers, engineers, and landscape architects develop insightful solutions to deliver practical results that consistently exceed our client's expectations.

Kimley-Horn has partnered with numerous surrounding DFW cities including:

- The City of Farmersville*
- The City of McKinney*
- The City of Princeton*
- The Town of Fairview*
- The City of Melissa*
- The City of Plano*
- The City of Frisco*
- The City of The Colony
- The City of Lewisville
- The Town of Flower Mound
- The City of Richardson
- The Town of Addison
- The City of Rowlett
- The City of Terrell
- The City of Mesquite
- The City of Ovilla
- The City of Bedford
- The City of Saginaw
- The City of Grapevine
- The City of Southlake
- The City of Fort Worth
- The City of Arlington
- The City of Irving
- The City of Dallas

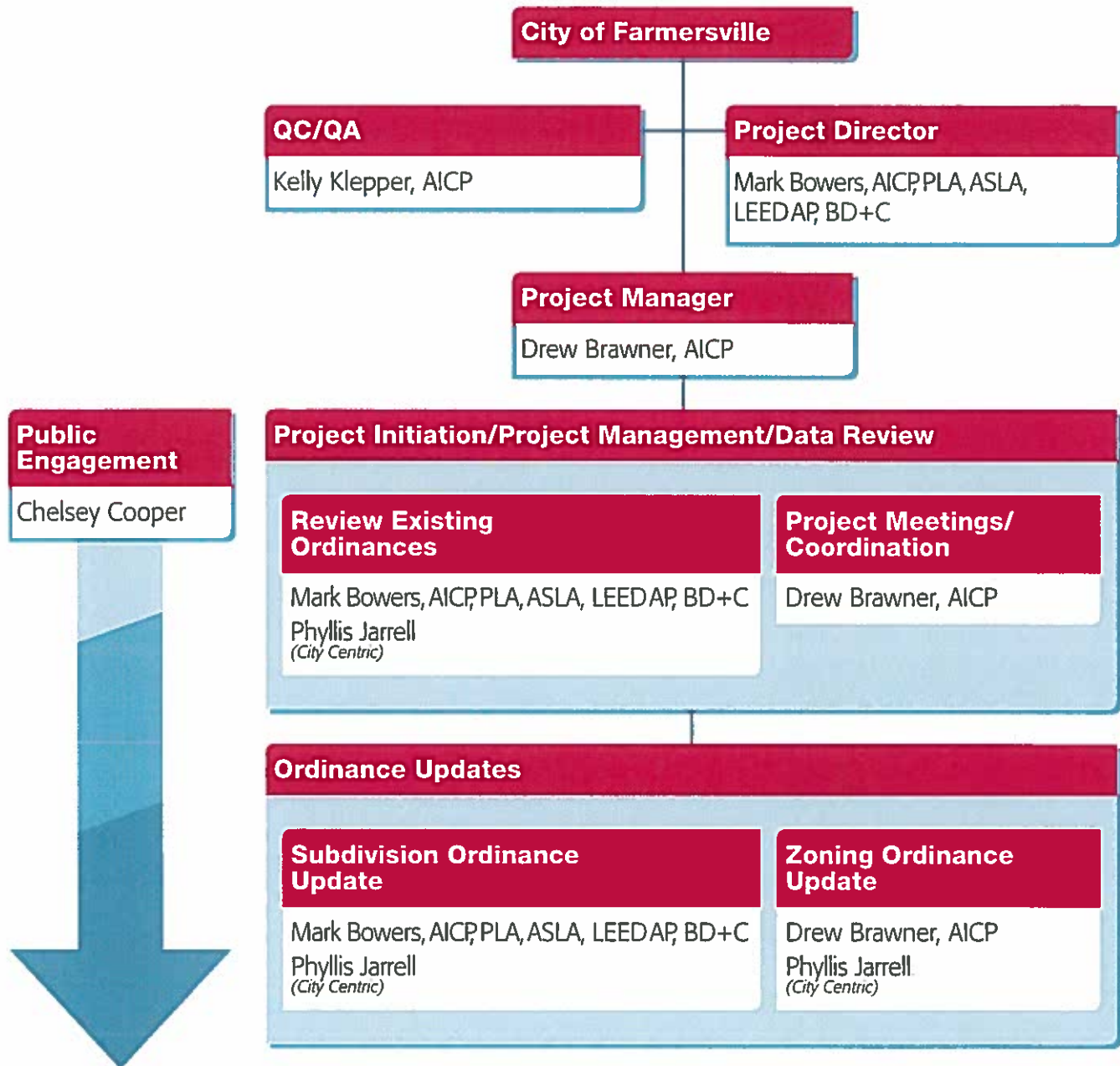
* Indicates municipalities in Collin County.

We believe that the best way to attain a sustainable and livable community is to help progress it. Our community planning philosophy integrates planning and design principles with sustainable infrastructure to help build communities with a strong sense of place and an implementable and maintainable community infrastructure package.

We understand that successful community planning requires consensus among a variety of stakeholders. Our collaborative and inclusive approach engages the public in the process, educates them on the issues, and invests them in the solution. Our proven process helps you transform ideas into reality.

Primary Contact: Mark Bowers, AICP, PLA, ASLA, LEED AP, BD+C
(972) 770-1300 | mark.bowers@kimley-horn.com

Personnel Qualifications and Experience





Mark Bowers, AICP, PLA, ASLA, LEED AP, BD+C

Mark brings 28 years of urban design and landscape architectural experience and has extensive experience in the project management and planning of comprehensive plans, corridor plans, downtown plans, area plans, zoning ordinances, streetscape projects, neighborhood park projects, trails projects, comprehensive parks and open space plans, campus master plans, transportation enhancement projects, and transit projects. His extensive background and skill set is sought after by clients and his portfolio of work includes numerous repeat clients.

Professional Credentials

- Master of Landscape Architecture, University of Colorado at Denver
- Bachelor of Science, Landscape Architecture, University of Texas at Arlington
- Registered Landscape Architect, #1587
- American Institute of Certified Planners
- LEED Accredited Professional
- American Planning Association, Member
- American Society of Landscape Architects, Member
- **Percentage Available:**
50%

Relevant Experience

- Frisco Comprehensive Plan Update, Frisco, TX
- Fairview Commercial District Master Plan and FBC, Fairview, TX
- OneMcKinney 2040 Comprehensive Plan, McKinney, TX
- Bulverde Land Use Plan, Official Zoning Map and Citywide Zoning Ordinance, Bulverde, TX
- Weatherford General Plan, Weatherford, TX
- Lancaster Comprehensive Plan Update, Lancaster, TX
- Dacono Comprehensive Plan, Dacono, CO
- On-Call Planning Services, Terrell, TX
- Ovilla Build-Out Population Analysis and Zoning Map
- Realize Rowlett 2020 Comprehensive Plan, Rowlett, TX*
- Realize Rowlett 2020 Form Based Code and Standards, Rowlett, TX*
- Coppell Comprehensive Plan, Coppell, TX*
- Bellaire Comprehensive Plan, Bellaire, TX*
- Flower Mound Comprehensive Plan, Flower Mound, TX*
- College Station Comprehensive Plan, College Station, TX*
- Canyon Comprehensive Plan, Canyon, TX*
- Denton Comprehensive Plan, Denton, TX*
- McKinney Comprehensive Master Plan, McKinney, TX*
- Prosper Old Town Area Assessment, Prosper, TX
- Bayside Rowlett Mixed-Use Master Plan, Rowlett, TX
- Bayside Rowlett Form-Based Code, Rowlett, TX
- Lyons Small Area Planning, Lyons, CO
- SH 35 Corridor Revitalization Strategy, Pearland, TX
- Downtown Bulverde Village Vision Plan, Bulverde, TX
- Main Street / Central Corridor Rezoning Initiative (Phases 2 and 3), Richardson, TX
- Northshore District Master Plan and FBC, Rowlett, TX*
- Centerville Marketplace Reinvestment Strategy, Garland, TX*

Mark Bowers, AICP, PLA, ASLA, LEED AP, BD+C

Relevant Experience, cont.

- Rowlett Downtown Plan and FBC, 2012, Rowlett, TX*
- West Spring Valley Corridor Reinvestment Strategy, Richardson, TX*
- Lake Lavon Concept Plan, Collin County, TX*
- TAMJAM Mixed-Use Master Plan, Plano, TX
- Village at Heath Mixed-Use Master Plan, Heath, TX
- Village at Heath Form-Based Zoning, Heath, TX

* Projects completed prior to joining Kimley-Horn

Awards

- The Driehaus Form-Based Codes Award, 2015 Honorable Mention, The City of Rowlett Form Based Code, Form Based Codes Institute
- 2015 Urban Design Award, City of Richardson's Main Street/Central Expressway Form Based Code, Greater Dallas Planning Council
- Project Planning, Honorable Mention, West Spring Valley Corridor Reinvestment Strategy, Texas Chapter APA
- Chapter Merit Award, Fort Worth Urban Villages, APA
- Chapter Merit Award, Texas Stadium Redevelopment Project, ASLA
- Dallas Community Excellence Design Award, Texas Stadium Redevelopment, AIA
- Clide Award, Trinity River Corridor Plans, Public Planning and Policy
- Dream Study Award, Trinity River Corridor Plans, Dallas Urban Design



Professional Credentials

- Master of City and Regional Planning, University of Texas at Arlington
- Bachelor of Arts, Geography, University of Texas
- American Institute of Certified Planners
- American Planning Association, Member
- **Percentage Available:**
50%

Drew Brawner, AICP

Drew's project experience includes data collection, analysis, public involvement and implementation strategies for a variety of land use and transportation planning studies. His project types include pedestrian and bicycle mobility plans, comprehensive plans, land use /redevelopment plans, corridor studies, master thoroughfare plans, and transportation modeling. Drew previously worked for the City of Arlington Urban Design Center, providing urban design solutions and planning analysis for the City and general public. Projects completed for the City of Arlington included neighborhood-level planning and analysis, infill /redevelopment scenarios, and design concepts for civic spaces. Drew graduated from the University of Texas at Arlington's Master of City and Regional Planning program, and provides technical proficiency in ArcGIS spatial analysis and various visualization software tools.

Relevant Experience

- Farmersville Comprehensive Plan, Farmersville, TX
- Princeton Zoning & Land Use Planning, Princeton, TX
- McKinney Comprehensive Master Plan, McKinney, TX
- Ovilla Population Analysis & Zoning Map Update, Ovilla, TX
- On-Call Planning Services, Terrell, TX
- Frisco Comprehensive Plan, Frisco, TX
- McKinney Roadway Impact Fee Study, McKinney, TX
- Burleson Old Town Mobility Implementation Plan, Burleson, TX
- Irving Comprehensive Plan, Irving, TX
- Central Bedford Redevelopment Plan, Bedford, TX
- Arlington New York Avenue Corridor Strategy, Arlington, TX
- Garland Eastern Hills Redevelopment Study, Garland, TX
- Addison Sam's Club Special Land Use Study, Addison, TX



Professional Credentials

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science, Psychology, East Tennessee State University
- American Institute of Certified Planners
- American Planning Association, Member
- Institute of Transportation Engineers (ITE)
- **Percentage Available:**
20%

Kelley Klepper, AICP

Kelley has 23 years of experience working with local government agencies, master planning and plan implementation, community redevelopment agencies, and development/redevelopment projects. His comprehensive experience includes land use and entitlements planning, development-related issues, public policy, parks and open space planning, comprehensive planning, budgeting, funding coordination, urban growth boundaries and management, urban design, transportation demographics and population projects, and form-based code training. He also has a thorough knowledge of Developments of Regional Impact (DRIs), land development codes, zoning ordinances, and small area plans.

Relevant Experience

- Bradenton Urban Forestry Master Plan (UFMP) Update, Bradenton, FL
- City of Berry Hill, Land Development Code, Berry Hill, TN
- Clearwater–Largo Road CRA Finding of Necessity, Largo, FL
- Comprehensive Economic Development Strategy (CEDS) / Finding of Necessity and CRA Master Plan, Edgewater, FL, Edgewater, FL
- Dunnellon Land Development Code Assessment, Dunnellon, FL
- Finding of Necessity and Community Redevelopment Area (CRA) Master Plan, Cape Canaveral, Cape Canaveral, FL
- Largo Comprehensive Development Code (CDC) Review, Largo, FL
- Comprehensive Development Code Parking Update, Largo, FL
- Largo Mall Special Area Plan, Largo, FL
- Manatee County Evaluation and Appraisal Report (EAR), Manatee County, FL
- New Smyrna Beach Planning Services for Creation of CRA (US 1 CRA), New Smyrna Beach, FL
- Sustainable Hardee County Community-Wide Visioning, FL
- Titusville Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL
- Town of Butner, Gateway Master Plan and Code, Butner, NC
- Venice Land Development Code Master Format, Venice, FL
- Village of Palmetto Bay Evaluation and Appraisal Report and EAR Based Comprehensive Plan Amendment, Village of Palmetto Bay, FL
- Wauchula CRA Master Redevelopment Plan, Wauchula, FL
- City of Venice Comprehensive Plan, Venice, FL
- Town of Stallings Town Center District, Stallings, NC
- Lehigh Acres Mixed Use Activity Centers, Lee County, FL
- Island Professional Master Plan, Venice, FL



Chelsey Cooper

Chelsey has worked in many areas of Texas on transportation planning. She is involved with gathering and analyzing the existing conditions of the project study area, as well as developing solutions to transportation challenges. Her focus is creating environments that are safe and friendly for all modal users by using Context Sensitive Solution tools.

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, Texas A&M University
- North Central Texas Section of the American Planning Association, Director
- American Planning Association, Member
- **Percentage Available:** 35%

Relevant Experience

- Farmersville Comprehensive Plan and Water and Wastewater Impact Fee, Farmersville, TX
- McKinney State Highway 5 Redevelopment Plan, McKinney, TX
- Frisco Comprehensive Plan, Frisco, TX
- Fairview Commercial District Master Plan Update, Fairview, TX
- Main Street Sub Area Plan, Richardson, TX
- Bulverde Land Use Plan, Official Zoning Map and Citywide Zoning Ordinance, Bulverde, TX
- The Heights Subregional Plan /Northside Subregional Plan, Houston, TX
- Waco Corridors (Hewitt Drive and Valley Mills), Waco, TX
- Colony Park, Austin, TX
- Tyler Master Streets Plan, Tyler, TX
- Houston Mobility Plan, Houston, TX
- Longview MPO Transportation Plan, Longview, TX
- Realize Rowlett, Comprehensive Plan, Rowlett, TX
- San Antonio Multi Modal Transportation Plan, San Antonio, TX



Professional Credentials

- Bachelor of Arts in Cultural Studies, The University of Tennessee
- Master of City and Regional Planning, The Ohio State University
- Greater Dallas Planning Council, Board Member
- Registered AICP (American Institute of Certified Planners)
- American Planning Association (APA)
- **Percentage Available:**
30%

Phyllis Jarrell, AICP

City Centric Planning, LLC Principal – 2016 – City Centric Planning provides strategies and policies that address the multiple challenges faced by cities and developers in today's complicated environment. With a focus on public /private partnerships, downtown and retail revitalization programs, ordinance and policy development, and entitlements, the firm relies on collaboration and communication to achieve positive and practical results.

Prior Experience

City of Plano Director of Special Projects – 2014 to 2016 – Coordinated the efforts of multiple city departments in the review and construction of major development projects such as the Legacy West development, which includes the corporate offices for Toyota North America, Liberty Mutual Insurance, JP Morgan, Chase, and FedEx Office along with a mixed-use urban center. Developed programs and policies to address redevelopment and revitalization in Downtown Plano and for four-corner retail centers. Negotiated public /private partnerships and infrastructure allowances to incentivize new economic development and redevelopment projects.

City of Plano Director of Planning – 1998 to 2014 – Directed the City's development review, comprehensive planning, heritage preservation, GIS, and neighborhood planning programs, administered CDBG and HOME federal and local grant activities and managed the Day Labor Center. Notable projects included the Tri-City Retail Study in partnership with Carrollton and Richardson to address vacant and underperforming retail; new programs to address code enforcement, organizational and infrastructure needs in the city's oldest neighborhoods, including "Love Where You Live" and the "Great Update Rebate"; and creation of the regulatory framework governing Downtown Plano's revitalization and the development of Legacy Town Center.

Similar Project Experience

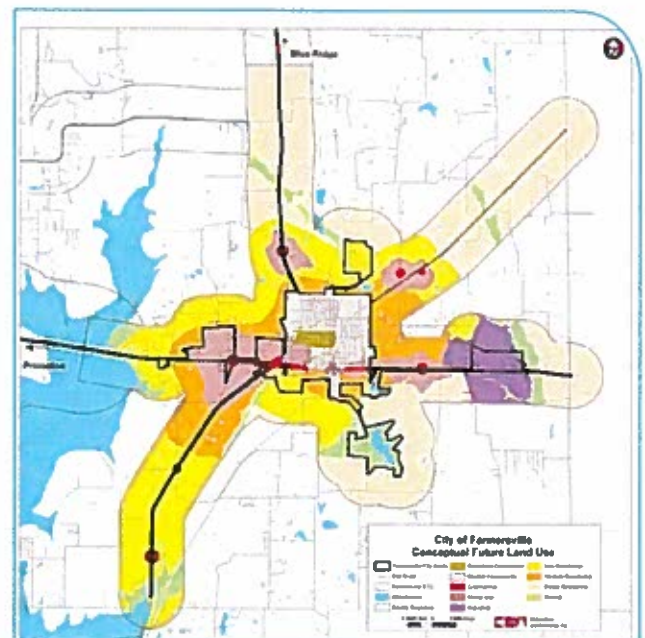
Past Projects	Relevant Criteria	Collin County	Similar Size & Demographics	Subdivision Planning	Planning & Zoning	Urban Planning	Small Town & Rural Planning	Implementation Strategies	Completed On-Time
Farmersville Comprehensive Plan		■	■			■	■	■	■
Princeton Zoning Ordinance Review		■	■		■	■	■		■
McKinney Comprehensive Plan Update		■				■		■	■
McKinney State Highway 5		■				■		■	■
Frisco Comprehensive Plan		■				■		■	■
Fairview Commercial District Plan Update		■	■			■	■	■	■
Terrell On-Call Planning Services			■	■	■	■	■		■
Downtown Bulverde Village Vision Plan			■		■	■	■	■	■
Bulverde Land Use Plan/Zoning Project			■	■	■	■	■	■	■
Ovilla Build-Out Population Analysis			■		■	■	■		■

On-Going ■

Farmersville Comprehensive Plan and Water and Wastewater Impact Fee – Farmersville, Texas

This plan provided guidance on some of Farmersville's most important topics: land use, transportation, parks, open space, the environment, and utilities and services.

Farmersville, located at the intersection of US 380 and SH 78 in eastern Collin County, was beginning to feel some of the development and growth pressures of the DFW Metroplex, while at the same time wanting to preserve some of its rural character. Kimley-Horn led a targeted plan focused on the key challenges identified by City staff,

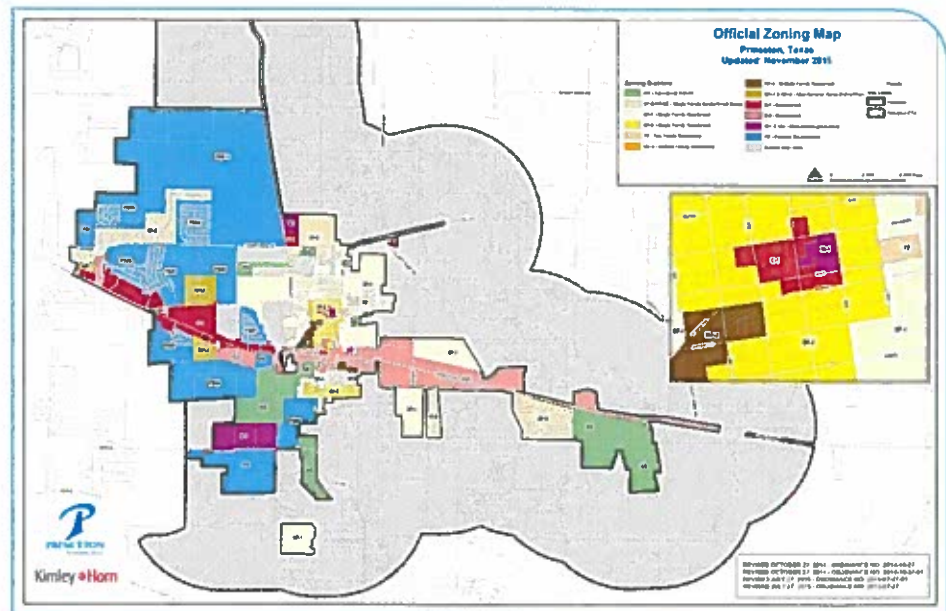


elected officials, and local business and property owners. Through a focused, interactive workshop process (both public meetings and selected small group meetings), Kimley-Horn was able to develop a complete update for the City within a relatively short period of time consistent with the City's budget for the effort. Our plan included provisions for land use, transportation, and public infrastructure that will be used to coordinate and guide the establishment of development regulations. This project was done in conjunction with Tharp Planning Group and Daniel and Brown.

Princeton Zoning Ordinance Review and Zoning Map Update – Princeton, Texas

Kimley-Horn has worked with the City of Princeton on an on-going basis to provide technical support for various development planning and zoning review related tasks. To date, these tasks have included reviewing and updating the City's Zoning Ordinance and developing an update to the City's Official Zoning Map, Thoroughfare Plan Map, and Future Land Use Plan Map.

During the Zoning Ordinance Update, Kimley-Horn worked with City staff to identify issues related to the current zoning ordinance. The zoning ordinance review addressed specific issues identified by the City, including zoning district classifications and standards; use chart functionality; regulations of specific, nonconforming, and new /unlisted uses; and development review procedures. An updated Official Zoning Map was amended in accordance with recent zoning cases and revised zoning boundaries. This map was developed in a GIS based format.



McKinney Comprehensive Plan Update – McKinney, Texas

In July 2015, a team of consultants, led by Kimley-Horn, was engaged by the City to facilitate the development of a new Comprehensive Plan for McKinney. The plan is intended to build community consensus related to a number of issues facing the community including: creating strategies for expanding desired retail, office and industrial development to support a more diversified economy; maintaining the special natural character of the community while accommodating new growth; attracting a range of housing products to support "aging

in place” within the community and to provide workforce housing to support desired industries; identifying the community’s strategic assets and developing strategies for capitalizing on those assets; and establishing a roadmap for implementing a future plan that is based on creating a fiscally balanced community. Among the Comprehensive Plan Elements being developed by the Kimley-Horn team are:

- Land Use Strategy
- Development Strategy
- Economic /Fiscal Strategy
- Aviation Strategy
- Town Center Element /Historic Preservation
- Infrastructure /Public Services Strategy
- Mobility Strategy
- Park Master Plan (Coordination)
- Public Health and Safety Strategy
- Education Strategy

To date, Kimley-Horn prepared a project branding package for the Comprehensive Plan effort including a special project logo and supporting materials; reviewed existing conditions and established a preliminary strategic direction for the community; facilitated significant community discussion related to the plan through a specially designed project website, a community survey, stakeholder interviews, community summits, interaction at community events, including Oktoberfest, engagement of special groups, including the Leadership McKinney Class of 2016, and a community-wide charrette. The consultant team will be working with the community to develop consensus on a preferred future scenario and will develop detailed plan components and implementation strategies.

McKinney State Highway 5 Redevelopment Plan – McKinney, Texas

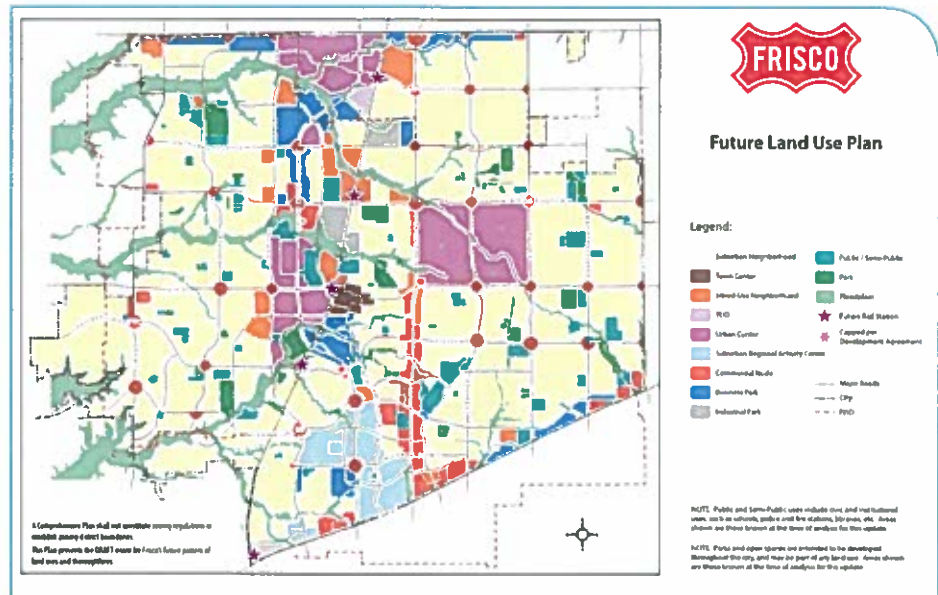
Kimley-Horn led a team in the development of a corridor plan for the six-miles of SH 5 that travel through the City of McKinney, including downtown. A series of design parameters and conceptual design solutions were developed to reflect the preferred role of SH 5 through the different context zones of the corridor. Planning level costs to implement the recommendations were prepared for each segment. Stakeholder workshops and a public open house were used to gain input throughout the process. In addition, a Methodology of Understanding was developed between the City of McKinney, TxDOT, and the North Central Texas Council of Governments to establish an approach to using context sensitive design and the Study as guidance for the future engineering and design schematics for SH 5. An MOU with TxDOT has been secured.

Frisco Comprehensive Plan – Frisco, Texas

In January 2014, a team of consultants was engaged by the City to work with the citizens of Frisco in establishing consensus on a future vision for the community. To establish the vision, the consultant team led multiple community open houses in April and September 2014 and a community charrette in May 2014 to solicit ideas for a future vision. The consultant team also utilized MindMixer (a web based application for community engagement) to test ideas and solicit feedback related a preferred future for Frisco. In all, the consultant team received over 13,000 ideas from Frisco stakeholders through the various engagement venues. The consultant team also facilitated meetings with a Steering Committee to review and gain input throughout the entire plan process.

Based upon ideas expressed by the community during the community charrette and additional online input, the consultant team established alternative future scenarios based upon market analysis. For each scenario, the team identified several measures related to the fiscal performance of each scenario, and the ability for each scenario to provide the desired

quality of life for the residents of Frisco. The final preferred scenario, that became the basis for the development of the comprehensive plan components, focused on establishing a variety of environments for investment by Fortune 500 companies in Frisco. Each location for future investment established environments for supporting residential and retail components appropriate to support the desired major investment.



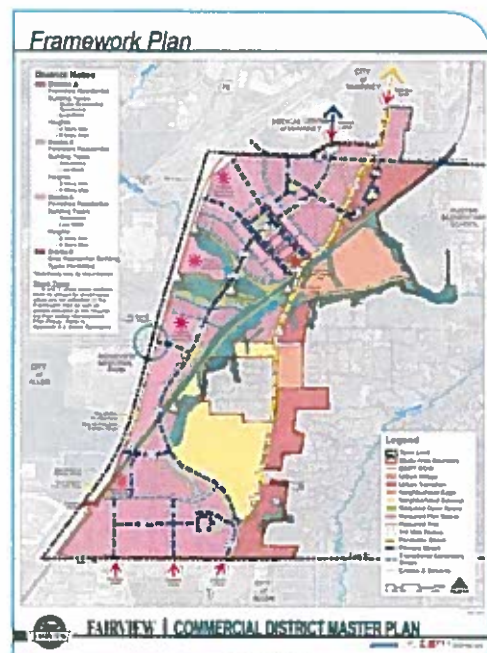
Terrell On-Call Planning Services – Terrell, Texas

Kimley-Horn was engaged by the City to act as Planning Staff in the interim as a new director was identified. Over a 7-month period, Kimley-Horn reviewed zoning submittals, assisted in preparing staff reports, and reviewed subdivision plats. The team also assisted in preparing maps and graphics to support City annexations that took place in the summer of 2016. Kimley-Horn completed the professional services in June of 2016 upon the hiring of the City's new Development Services Director.

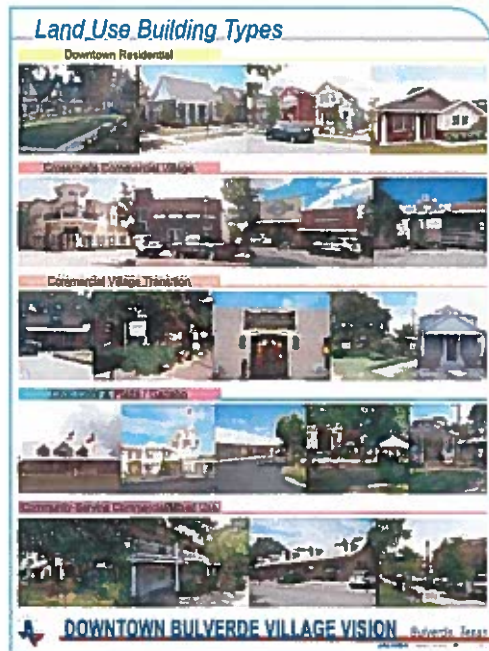
The Town of Fairview Adopted a Zoning Ordinance and Design Guidelines for their Commercial Planned Development District (CPDD). That Ordinance set the overall development direction for the District and established detailed design guidelines for 14 sub areas. By 2013, while some new development has occurred in the CPDD, the majority of the district remained undeveloped. In November 2013, the Town commissioned a consultant team, led by Mark Bowers while employed with another firm and with Kimley-Horn as a sub-consultant, to update the CPDD Master Plan, zoning ordinance and design standards.

The primary purpose of the project was to update the existing vision for the CPDD in a manner that established compatibility with surrounding neighborhoods that were focused on “Keeping it Country” while aligning the district with the current real estate market in order to position Fairview to capture the highest quality development opportunities within the district. As a part of the process, the consultant team developed alternative scenarios for development which included detailed fiscal analysis in order to determine the return on investment from the standpoint of the Town.

The final plan for Fairview included future land use and urban design vision, as well as updated recommendations for site access /mobility, development patterns /density and public open space and trails throughout the entire CPDD area patterns /density and public open space and trails throughout the entire town's area. Following the adoption of the Master Plan in August 2014, Kimley-Horn was commissioned by the Town of Fairview to design Fairview Parkway, the primary street serving the district, as a first phase implementation catalyst project.



Downtown Bulverde Village Vision Plan – Bulverde, Texas

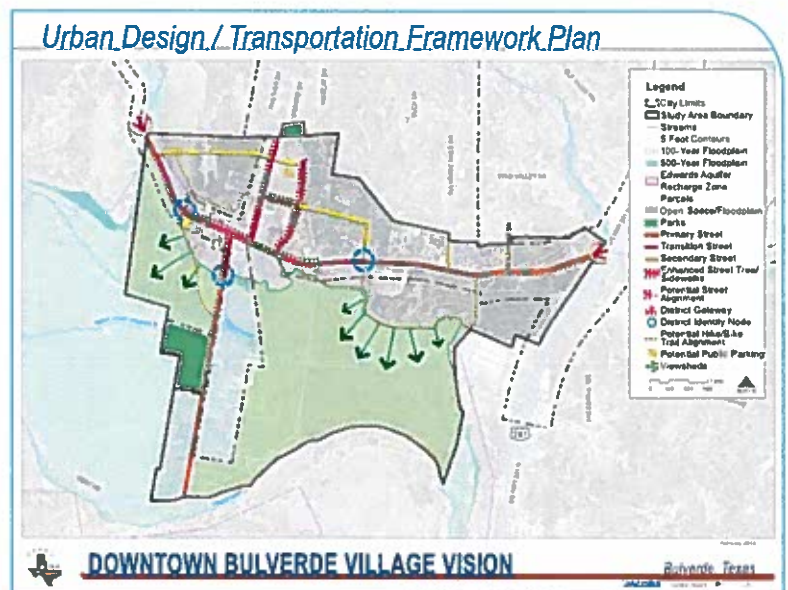


Sunrise 2025, the City of Bulverde's comprehensive plan, established an overall vision for the City, and a series of overriding goals for the community. One of the primary goals identified in the plan was the development of an "old village center with defined edges". To facilitate the implementation of this goal, in July of 2014 the City of Bulverde engaged a team of consultants*, to work with the community in creating a market-based vision and implementation strategies for Downtown Bulverde Village. The consultant team kicked-off the process by evaluating existing conditions to identify not only the challenges and constraints in the study area, but also the assets and opportunities already available or planned for the near future.

The team conducted a market analysis that evaluated key demographic and psychographic trends in the Market Trade Area to determine the demand for retail, office and industrial space, and a variety of housing products that would be appropriate to support a multi-generational, walkable downtown environment.

The community's vision for the future of the area was captured through stakeholder interviews, online input, surveys, community engagement events, City Council briefings and public hearings. As part of the Final Vision Plan for the Downtown Bulverde Village, the consultant team developed Land Use and Urban Design Framework Plans that documented the overall look and feel desired for the downtown area as related to uses, building types and public spaces, and a Transportation Framework Plan with supporting street cross-sections that established a hierarchy of streets including a Primary Street, Secondary Street, Transition Street and an Enhanced Street Tree-Sidewalks section for the downtown area. The Downtown Bulverde Village Vision Plan was unanimously adopted by the Bulverde City Council in January of 2015, and is currently being implemented following the implementation recommendations developed as a part of the study.

* This project was led by Mark Bowers under a Consultant agreement to Jacobs.

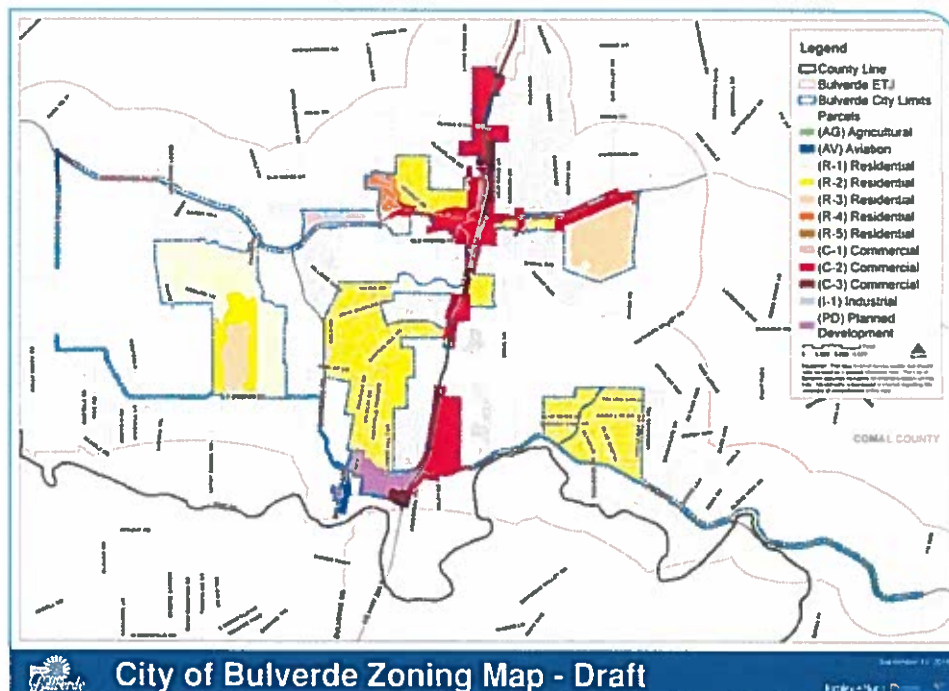


Bulverde Land Use Plan / Official Zoning Map / Zoning Ordinance Update – Bulverde, Texas

Following the adoption of Sunrise 2025, the City of Bulverde's Comprehensive Plan, the City completed several significant implementation initiatives, among them, the adoption of a Home Rule Charter and the annexation of four square miles of land area into the City. Those achievements created a variety of new opportunities for the community and a need for an update of the City's Future Land Use Map, Official Zoning Map, and Zoning Ordinance. Those updates were needed to align with the anticipated land uses identified in the Sunrise 2025 Plan, the Downtown Bulverde Visioning Study, and the agreements established with individual property owners during the annexation process.

A team of consultants, led by Kimley-Horn, was engaged to review existing land uses within the City of Bulverde and its Extraterritorial Jurisdiction (ETJ), and the future uses identified in the Bulverde Comprehensive Plan and the Downtown Bulverde Visioning Study, establish a new set of future land uses that accommodate the current and future development needs of the City, create a new Future Land Use Plan that aligns all previous studies and agreements, and perform a fiscal evaluation of the Land Use Plan.

Following the adoption of the Future Land Use Plan, Kimley-Horn performed a review of the Bulverde Zoning Ordinance, and updated the ordinance and Official Zoning Map to be in alignment with the Future Land Use Plan, and current best planning practices. The city-wide update process (Land Use and Zoning) was completed within a five-month timeframe, and included a high level of community engagement that included two community open houses, monthly newsletter articles, joint City Council and P&Z briefings and public hearings.

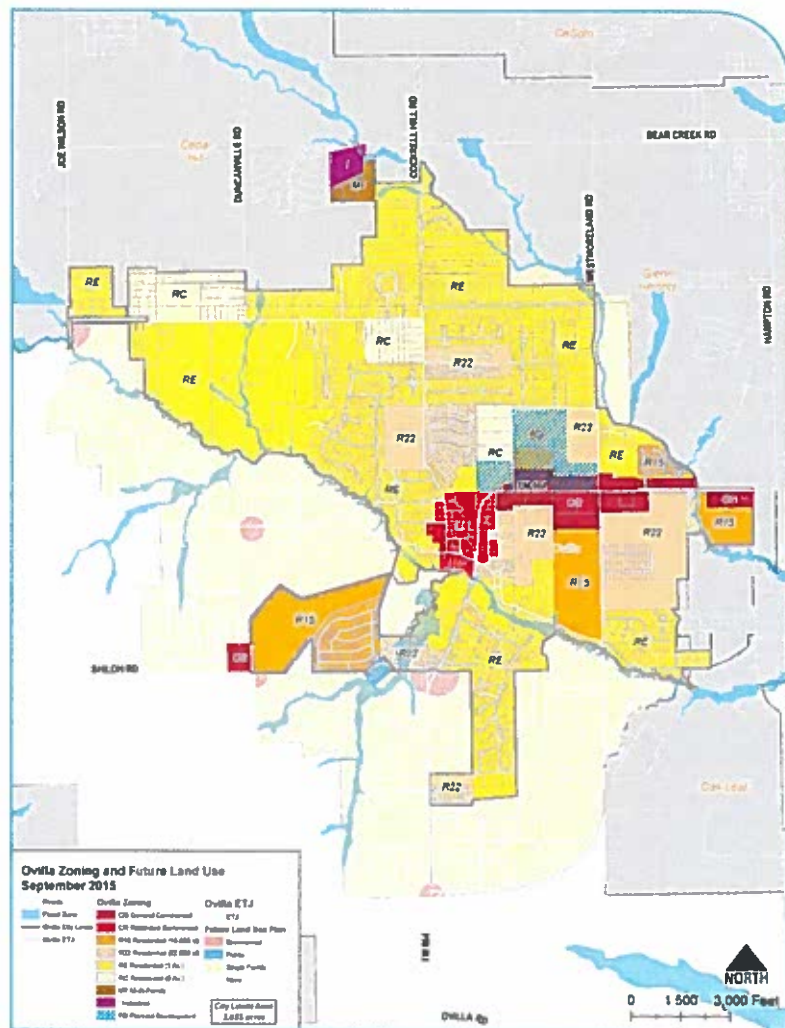


Ovilla Build-Out Population Analysis and Zoning Map Update – Ovilla, Texas

Kimley-Horn worked with the City of Ovilla to develop updated population projections related to future build out of the community. The process for preparing the projected build-out of the community included developing a GIS based zoning map that reflects the existing Official Zoning Map districts for the community and additional zoning cases that have occurred since the last update of that exhibit. For areas outside the Ovilla City Limits but inside of the Ovilla ETJ, Kimley-Horn utilized the land uses reflected in the City's Future Land Use Plan as the basis for preparing population build out projections for those areas.

The process to develop these growth projections included analyzing the City's demographics in existing residential subdivisions, calculating local housing unit and population densities, and developing growth assumptions in undeveloped areas. Based on the findings related to the projected build out, the City is developing an update to the future land use component of their comprehensive plan.

Kimley-Horn also provided the City an updated Official Zoning Map reflecting the most recent zoning cases, with zoning information attributed to each parcel within the Ovilla city limits.



References

- The City of Princeton: Mr. Derek Borg, Mayor, (214) 842-3041
- The City of McKinney: Ms. Jennifer Arnold, Planner III, (972) 547-7415
- The City of Frisco: Mr. John Lettelleir, AICP, Director of Planning, (972) 335-5540
- The Town of Fairview: Ms. Julia Couch, Town Manager, (972) 562-0522
- The City of Terrell: Mr. Steve Rogers, P.E., Public Works Department, (214) 551-6600
- The City of Bulverde: Mr. John Nowak, P.E., (830) 438-3612
- The City of Ovilla: Mr. Dennis Burn, P.E., (972) 617-7262



Statement of Qualifications Presented to the City of Farmersville
General and Specific Planning Services

November 3, 2016

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

RE: KSA Engineers, Inc. – Qualifications and Proposal – Special Planning Services

Dear Mr. White:

Thank you for the opportunity to submit our qualifications and proposal for special planning services for the City of Farmersville.

KSA is a leading regional engineering and planning firm that focuses on supporting small towns in Texas. Francois de Kock, who will serve as project manager, is an accomplished urban planner, urban designer, and landscape architect with over 27 years of experience. We are combining KSA's depth of planning, economics and engineering experience with the specific needs of Farmersville by teaming with Jay Narayana, principal of Livable Plans & Codes (LPC), a boutique planning firm with unique expertise implementing plans through the development of a variety of zoning tools. Also available as resource persons are KSA's Tracy Hicks for civil engineering support and Eric Davis for economic development support.

Our team has a wealth of municipal and private sector experience, specifically with a number of Metroplex communities such as Kennedale, Cleburne, Ennis, Southlake, Aubrey, McKinney, and Argyle to name a few. We have collectively worked on a range of planning projects including several comprehensive plans, areas plans, downtown plans, zoning ordinances, and form-based codes. This experience gives us a unique perspective in providing a range of special planning services as needed. We are practitioners who have successfully done the work "in the field". We have been municipal planners and consultants, and know the need to be responsive to the customer while also representing the best interest of the city.

We understand that Farmersville is at a crossroads with respect to its growth and development. As the development wave moves into eastern Collin County, Farmersville needs to be prepared to take advantage of the potential growth opportunities. We truly believe that Farmersville will benefit from our team's depth and breadth of experience in order to position the city as a proactive facilitator for planning and economic development.

We also understand the need to prioritize Farmersville's planning needs based on current need as well as community capacity. Based on immediate need, capacity, and budget, we will work closely with you to identify elements of the city's development ordinances that need to be revised immediately as opposed to elements that could be addressed at a later stage. We will create a phased and incremental approach to revising the city's ordinances and undertake any special planning projects as needed. Regardless, we will remain flexible to tailor our planning services based on the city's needs and constraints.

Many small and fast growing communities do not have the luxury of being able to harness a well-rounded planning team that can provide the range of services needed to address a variety of planning needs. We are prepared to assist the City of Farmersville as they work to make a fiscally responsible decision regarding hiring a strong and seasoned planning team. We are customer focused, and intent on providing you with timely service that meets your needs. We look forward to the opportunity to work with the City of Farmersville.

Should you have any questions or require additional information about KSA to complete your assessment of our capabilities, please contact me or your future project manager, Francois de Kock, at 972.542.2995 or fdekock@ksaeng.com.

Sincerely,

KSA ENGINEERS, INC.

Mitchell L. Fortner, P.E.
President
mfortner@ksaeng.com

Letter of Interest

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BUILDING RELATIONSHIPS

SINCE 1978.

Founded in 1978
160 Employees in 9 Locations

KSA Locations
Amarillo, Texas
Austin, Texas
Longview, Texas
Lufkin, Texas
McKinney, Texas
San Angelo, Texas
Shreveport, Louisiana
Sugar Land, Texas
Tyler, Texas

Primary Contact
Francois deKock, AICP, RELA, LEED AP
8875 Synergy Dr.
McKinney, TX 75070
972.542.2995
fdecock@ksaeng.com

Local Office
8875 Synergy Dr.
McKinney, TX 75070
972.542.2995
www.ksaeng.com

Who is KSA?

The KSA team is an industry leader with a proven track record in the fields of planning, civil engineering, architecture, and landscape architecture and urban design.

Founded in 1978, KSA provides a broad range of multi-disciplinary consulting services to our clients across the south-central United States.

KSA is dedicated to making life better in communities. That's why we work every day to improve the quality of life for our communities by making city parks, trails, facilities, roads, drainage ways, and airports safer and more enjoyable. From conception to final completion, our knowledgeable teams oversee all aspects of each project on which we work. This attention to detail has resulted in consistent client satisfaction and an excellent reputation throughout the region. It has also led to a high percentage of repeat clients. In fact, we have been serving many of the same clients throughout our 38-year history.

Recent Awards and Honors

KSA has grown to over 150 employees located in multiple offices in the south central U.S. For six consecutive years, KSA has been named to the ENR Top 500 list as one of the 500 largest design firms in America. KSA was named in 2014, 2015, and 2016 as one of the "Best Companies to Work for in Texas," through a joint project of Texas Monthly, the Texas Association of Business (TAB), Texas Society for Human Resources Management (SHRM), and Best Companies Group, and as a 2015 "Fit Friendly Worksite" by the American Heart Association. KSA also has been recognized by ZweigWhite's Hot Firm program, which recognizes the fastest growing architectural and engineering firms from the U.S. and Canada.

Planning, Urban Design and Landscape Architecture

Urban Planning & Design

At KSA, we conscientiously consider the natural environment in our urban planning and design approach. Nature provides critical ecological services, which we funnel through innovative solutions to enhance the built environment. Creeks, for example, are natural corridors that provide the service of flood management while also acting as an amenity. Mixed-use developments, comprehensive plans, downtown plans, pedestrian ways, site master plans, complete streets and streetscape improvements are all examples of urban planning and design projects within KSA's scope of capabilities.

Landscape Architecture

Landscape architecture considers the principals of ecology while also acting as a creative expression of form, color, texture, scale and sound. We apply these concepts to all aspects of landscape design including the location and orientation of buildings, plant selections, stormwater and grading as well as the movement of vehicles and pedestrians. With this well-rounded awareness, KSA can create highly functional and beautiful neighborhoods, parks, plazas, green infrastructure, nature preserves, trails and open space master plans.

Visioning

At KSA, visioning is one of the key elements of successful urban planning and design. We sit down with our clients at the very beginning to discuss their ideas for the future. Participants are encouraged to share their ideas freely to reach common ground and develop focused goals for the future. We help our clients imagine the future and then turn that vision into reality.

KSA's conceptual plans breathe life into the vision. These plans are vibrant representations of the future that demonstrate how real the possibilities are. Because we have professional engineers, architects, planners and urban designers on our staff, our plans are a balanced blend of form and function – creative and constructible.

Engineering

Streets and Roads

KSA has extensive experience in street improvement and repair projects and works with municipalities and state agencies for street assessments, safe streets programs, capital improvement plans, street reconstruction and extension design, and other street-related services. We are fully engaged with the Texas Capital Fund Main Streets and Downtown Revitalization programs, under which many of our current clients have both redeveloped aging infrastructure and invigorated small town life across the state.

Municipal Civil

KSA combines engineering design and planning services with creativity to provide long-term, high-quality, functional park projects, such as playgrounds, soccer fields, and baseball complexes. We support the built environment through architectural design of municipal buildings, such as libraries, administration buildings, and community centers, with detailed site development plans that include grading, site-specific drainage, and infrastructure.

Drainage

Experience with major drainage projects, coupled with the latest computer technology, enables KSA to design and implement innovative drainage solutions. We have in-depth knowledge of Federal Emergency Management Association (FEMA) procedures for letters of map revision (LOMR) and conditional letters of map revision (CLOMR) coordination. Our use of hydrology and hydraulics (H&H) modeling programs allows us to confirm impact of drainage modifications to sensitive sites and design sustainable drainage solutions. Our low impact development (LID) designs apply creative solutions to complex drainage issues that result in environmentally prudent and cost-effective results.

Mechanical, Electrical & Plumbing

KSA mechanical and electrical engineers are focused on providing detailed designs for water and wastewater treatment, water distribution, sewage lift stations, and aviation facilities. In addition, our team has extensive experience with supervisory control and data acquisition (SCADA) systems implemented through alternative delivery methods.

Water and Wastewater KSA serves both public and private sector clients in the areas of water and wastewater treatment, water transmission and distribution, and wastewater collection systems. We specialize in the modification of existing water and wastewater treatment plants to meet evolving national, state, and local treatment standards. Our scope of services includes all facets of treatability studies, design, and construction contract administration and operational training.

Architecture

Architecture KSA provides architectural design services to local, state, and federal agencies and a variety of institutions, including K-12 and higher education, airports, and recreational facilities and event venues. Focused on both renovation and new construction, our architects and engineers deliver high-quality, cost-effective design that incorporates future development scenarios, best practices, and green design principles.

Surveying

Surveying & Mapping KSA utilizes the latest technological advances to provide accuracy in survey measurement and to ensure that the design is compatible with the environmental and topographical conditions of the communities we serve. Our surveying and mapping teams work with diverse clients, including aviation, municipal, and other state and local agencies, and oil and gas developers.

GIS KSA's geospatial information system (GIS) specialists regularly work with geodatabases for environmental and infrastructure data management, applying technology to municipal systems and oil and gas development. Areas of competence include master planning, spatial analysis, OIS 3D analysis, least cost pipeline corridor analysis; flood modeling and flood plain analysis; and pipeline corridor planning, analysis, and study.

Environmental

Environmental Planning KSA's environmental planning staff lead client-centric environmental assessments. Our environmental focus centers on the execution of your project while ensuring regulatory compliance. Our staff lead teams that perform, analyze, and report on the impacts of wetlands, natural and cultural resources, and hazardous materials on each client's project, evaluating, designing, and implementing mitigation plans that are compliant and cost-effective.

Multi-Discipline Services

Aviation KSA specializes in the planning and design of airport facilities using our in-depth knowledge of state and federal grant procedures to ensure that the project meets operational performance and physical requirements while maximizing use of TxDOT or Federal Aviation Administration (FAA) funding.

Alternative Project Delivery KSA provides turn-key project delivery through multiple delivery methods. From concept through completion with a single contract, we leverage strategic partnerships with qualified contractors and our subsidiary BLOC Design-Build, LLC to deliver projects in the most cost-effective manner.

SCADA Systems Our subsidiary, BLOC Design-Build, LLC, also provides design, installation, troubleshooting, and training for supervisory control and data acquisition (SCADA). In its UL508A-certified panel shop, BLOC designs controls, develops software and program logic controllers (PLCs), and builds systems to customer specifications.



Livable Plans & Codes (LPC) is a planning and urban design firm focusing on developing master plans for walkable mixed use and implementation through various zoning tools, with specific expertise in form-based codes. Livable Plans & Codes has worked on several award winning initiatives and specializes in redevelopment plans for downtowns and neighborhoods, comprehensive and area plans, and urban design initiatives to implement walkable, mixed use outcomes. Livable Plans and Codes is certified as a Disadvantaged Business Enterprise (DBE) by the North Central Texas Regional Certifying Agency. For this initiative, LPC will focus on zoning recommendations to implement the policies of the comprehensive plan.



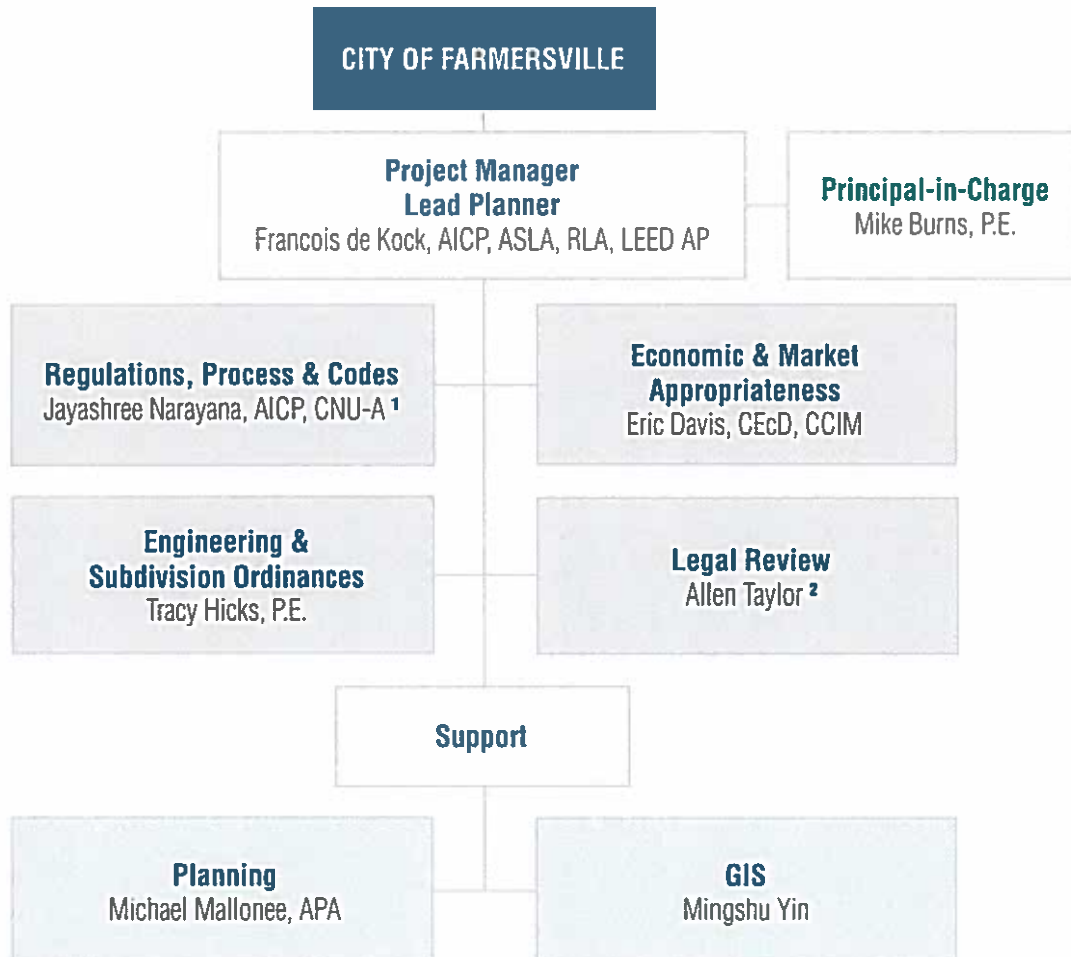
The law firm of Taylor Olson Adkins Sralla & Elam, LLP has over 200 years of combined experience practicing municipal and local governmental law. We currently represent over thirty cities and towns as general counsel and serve as general counsel to more than a dozen other governmental units and entities. We also serve as special counsel and litigation council for a number of other cities and governmental entities, as well as the Texas Municipal League Intergovernmental Risk Pool and Texas Council Risk Management Fund. Our attorneys provide complete, reliable, result-oriented and cost-effective professional legal services to local governmental units and affiliated entities throughout the state of Texas.

Experience. Over 200 years of combined experience serving municipalities and other governmental entities. We serve cities as general counsel in North Central Texas and as special counsel throughout the state.

Quality. The attorneys in our firm possess high academic credentials, maintain strong community ties, are committed to the pursuit of excellence, communicate effectively and demonstrate the strictest personal and professional ethics as well as the utmost concern for our clients.

Up to Date. We utilize state-of-the-art technology and cost-effective methods to provide services in a timely, efficient manner in order to provide our clients with a useful work product.

Dedication. Our dedication to quality, understanding of the law, trust and respect are the foundation of our long-standing relationships with clients and the community. We take pride in our work and our ability to provide personalized service in a friendly manner that is useful to our clients.



¹ Livable Plans & Codes

² TOASE

The following table describes the various team members, their responsibilities to the City of Farmersville and their familiarity with Texas Statutes. The table is followed by resumes of team members.

Team Member	Responsibility	Texas Statutes Familiarity
KEY TEAM MEMBERS		
Francois de Kock, AICP, RELA, LEED AP KSA	Project Manager, Lead Planner	√
Jay Narayana, AICP, CNU-A Livable Plans & Codes	Planning Regulations, Process & Codes	√
Tracy Hicks, P.E. KSA	Engineering & Subdivision Ordinances	√
Allen Taylor TOASE	Legal Review	√
Mike Burns, P.E. KSA	Principal in Charge	√
Eric Davis, CECD, CCIM KSA	Economic & Market Appropriateness	√
SUPPORT TEAM		
Michael Mallonee, APA KSA	Planning	√
Mingshu Yin KSA	GIS	√



Francois de Kock, AICP, ASLA, RLA, LEED AP

Project Manager, Lead Planner

Francois de Kock joined KSA in 2016 as the manager of planning and urban design. He gained vast professional experience in Texas during the last 16 years specifically at a large multi-disciplinary engineering firm, where he served as project manager and lead designer on a variety of projects.

Francois is passionate about placemaking with the ambition to create spaces that are lasting, functional and beautiful - places that engage the senses on multiple levels and bring joy to clients. As a certified planner, Francois draws from his design experience to develop master plans that are creative and flexible. As a registered landscape architect, his planning insights lead to innovative landscape architectural and urban design solutions. This resulted in Francois being recognized by his peers with more than ten awards for urban design and planning projects.

Representative Project Experience

Urban Planning and Design

- Zoning Ordinance Update for Ennis, Texas
- Zoning Ordinance Update for Haslet, Texas
- Comprehensive Plan for Ennis, Texas
- Comprehensive Plan for Kennedale, Texas
- Downtown Master Plan for Cleburne, Texas
- Town Center Master Plan for Copper Canyon, Texas
- Town Center Plaza Design & Construction Documentation, Coppell, Texas
- Mixed-Use Urban Design, Oklahoma City, Oklahoma
- Mixed-Use Development for Cedars West, Dallas, Texas
- Fort Worth Stockyards Master Plan, Stockyards Alliance, Texas
- Pedestrian Bridge Design: Belview Bridge, Dallas, Texas
- Neighborhood Improvements & LID at University Village, Fort Worth Texas
- Streetscape Improvements for Lamar Boulevard, Arlington, Texas
- Streetscape Master Plan for Lancaster, Texas
- Streetscape Improvements for Hurst, Texas
- Mixed-Use Development and Public Private Partnerships
- Comprehensive Plans and Downtown Master Plans
- Streetscape Improvements, Complete Streets and Pedestrian Ways
- Neighborhood Revitalization, Plazas and Green Infrastructure

Landscape Architectural Planning and Design

- Neighborhood and Community Parks
- Nature Preserves and Environmental Learning
- Landscape Restoration and Visual Assessment
- Site Design and LEED

Education

Bachelor of Science in Civil Engineering

Master of Landscape Architecture

Graduate School of Design - Harvard University, 2000

Bachelor of Science in Landscape Architecture

University of Pretoria, South Africa, 1983

Professional Licenses and Certifications

AICP Certified Planner #243618, 2010

Registered Landscape Architect, TX #02183, 2003

US Green Building Council LEED Accredited

Professional, 2004



Jayashree Narayana, AICP, CNU-A

Planning Regulations, Process & Codes



Livable Plans and Codes (Selected Projects)

- Unified Development Code, City of Fate, Texas - Leading the streamlining of zoning ordinance sections and coordinating the special district regulations for the City of Fate to implement their newly adopted Comprehensive Plan. (project in progress with VERDUNITY as the lead firm)
- Comprehensive Plan Update, City of Sachse, Texas - Planning support for the development of a focused comprehensive plan for the City of Sachse. (project in progress with Gateway Planning Group as the lead firm)
- Unified Development Code, City of Ennis, Texas - Leading the streamlining of zoning ordinance sections for the City of Ennis to implement their newly adopted Comprehensive Plan. (project in progress with KSA Engineers as the lead firm)
- Comprehensive Plan Update, City of Ennis, Texas - Planning support for the development of a comprehensive plan and implementation strategy for the City of Ennis in the Ellis County. (Adopted Jan 2016; Half and Associates as the lead firm)
- Comprehensive Plan Update, City of Colleyville, Texas - Planning support for the development of a comprehensive plan and implementation strategy for the City of Colleyville in the DFW Metroplex. (Adopted Dec 2015; Half and Associates as the lead firm)
- Employment Center & Village Overlay Codes, City of Kennedale, Texas - Provided support to city staff for a hybrid form-based code at a prominent gateway site at the intersection of I-20 and Hwy 287 and village districts. (adopted November 2013; Village overlay adopted in November 2015)
- Comprehensive Plan and Downtown Plan, City of Aubrey, Texas - lead for the development of the city's first Comprehensive Plan and Downtown Plan and on-going planning support as needed (Comprehensive Plan adopted in August 2015; Downtown Plan adopted in May 2015; project under HAC as the lead firm)
- Bedford Commons Development Code, City of Bedford, Texas - lead for the development of the design-based zoning standards to implement the city's vision for its center -- Bedford Commons anchored by a large public commons, civic, retail, and residential uses, transforming this suburban district into a true downtown. (Code adopted in June 2015 with Gateway Planning as the lead firm)
- State Highway 5 Corridor Plan, City of McKinney, Texas - Planning support for the development of a context-sensitive corridor plan and implementation strategy for SH 5. (Project complete with Kimley-Horn and Associates as the lead firm)

Gateway Planning Group, Inc. (Selected projects)

- Historic Mansfield Implementation Plan, City of Mansfield, Texas
- North, South and Downtown Schertz Sector Plans, City of Schertz, Texas
- Mixed Use Ordinance and Policy, Town of Flower Mound
- Camp Bowie Boulevard Redevelopment Initiative, Camp Bowie District and the City of Fort Worth, Texas
- McKinney Town Center Plan, Phase 2 - Town Center Form-Based Code

Education

Master of Business Administration (Concentration in Real Estate Finance & Development), University of Texas at Arlington, Texas

Master of Urban & Regional Planning, Virginia Polytechnic Institute and State University, Blacksburg, Virginia

Bachelor of Architecture, Bangalore University, India

Professional Affiliations

Resource Council Member - Form-Based Codes Institute

Accredited Member, Congress for the New Urbanism (CNU)

Member, American Institute of Certified Planners (AICP) (certificate no. 014918)

Member, American Planning Association
Past President, Midwest Section of the American Planning Association, Texas Chapter



E. Allen Taylor, Jr.

Attorney, Legal Review



Allen is a Fort Worth native and currently serves as City Attorney to the cities of Burleson, Southlake, Mansfield, and Cleburne. He is the former Chairman of the Plan Commission of the City of Fort Worth, a former member of the Zoning Commission of the City of Fort Worth, a member of the Advisory Board of the Institute for Local Government Studies of The Center for American and International Law and was previously a member of the Pre-Application Review Panel and the Section 208 Water Quality Advisory Committee of the Lower Rio Grande Valley Development Council. He has served as a speaker and panelist for a number of conferences and seminars in these fields and has authored a number of articles in the land use and development law area.

Prior to embarking on a legal career, Allen served as Planning Director of the City of Edinburg, Texas, Director of Planning & Community Development of the City of Pharr, Texas, and the Director of Planning & Community Development for the City of Killeen, Texas.

Practice Areas

- Public Law
- Municipal Law
- Land Use Law

Education

- Master of Urban Planning, Texas A&M University, 1973
- BA, Texas A & M University, 1973
- Master of Public Administration, Southwest Texas State University, 1980
- J.D Baylor University School of Law

Honors:

- Cum Laude
- National Order of Barristers
- Law Review: Research and Topics Editor 1983

Professional Affiliations and Memberships

Licensed:

- Texas Supreme Court
- U.S. Court of Appeals 5th Circuit
- U.S. Court of Appeals 10th Circuit
- U.S. District Court Northern District of Texas
- U.S. District Court Southern District of Texas
- U.S. District Court Eastern District of Texas
- U.S. District Court Western District of Texas

Member:

- Texas Bar Association, Administrative and Public Law and Litigation Sections
- Tarrant County Bar Association
- American Bar Association – State and Local Government and Environment, Energy and Resources Sections
- American Planning Association
- Institute for Local Government Studies of the Center for American and International Law
- Texas City Attorney Association

Awards, Publications & Presentations

- Impact Enabling Legislation A New Approach to Exactions (Co-Author), Zoning and Planning Law Report, No. 11, Vol. 2, February, 1988.
- How to Develop Use Impact Fees Successfully, Institute on Planning, Zoning and Eminent Domain, 1988.

**Eric Davis, CECd, CCIM****Economic & Market Appropriateness**

Eric Davis is the Development Services Manager for KSA. His work includes overseeing business park designs for EDC's, developing public-private real estate partnerships, coordinating public infrastructure development for projects, site selection, negotiating incentive packages and helping cities attract developers. Eric has over three decades of experience in commercial real estate and economic development. He holds certifications as both a Certified Economic Developer (CECd) and a CCIM as an expert in commercial investment real estate. He is a licensed Texas real estate broker.

Eric started his real estate and economic development career in 1984 in Tyler, Texas. He spent six years as a commercial leasing agent, construction project manager and real estate developer. From 1990 to 1997, he served as the executive vice president of the Tyler Economic Development Corporation. From 1997 to 2003 he served as the first president of the Sherman Economic Development Corporation.

Eric became the president of the Greater Owensboro Chamber of Commerce & Economic Development Corporation in Owensboro, Kentucky in 2003. He led an eight

person staff and oversaw the operations of both corporations in Kentucky's third largest city. He was appointed by the governor to The Kentucky Governor's Life Sciences & Biotechnology Advisory Committee and was involved in tobacco plant-based biotechnology efforts.

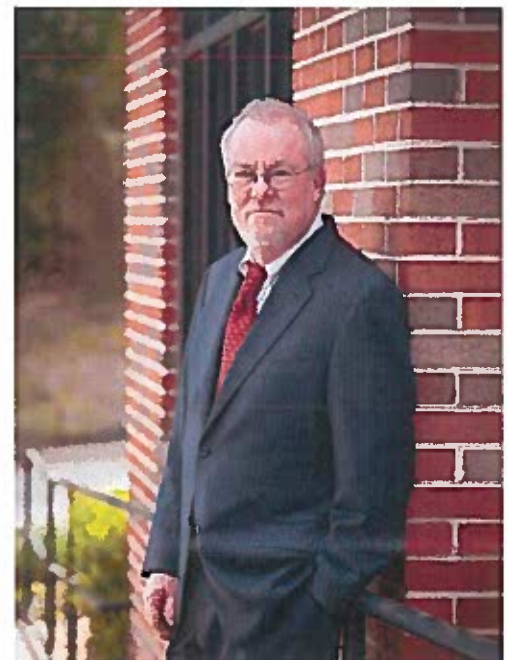
Eric is a graduate of Stephen F. Austin State University and currently serves on the College of Liberal & Applied Arts Advisory Board where he was named the 2012 Alumnus of the Year. He is a contributing author to the book *Toward a More Livable World – Social Dimensions of Sustainability* (SFA University Press). He has been a consultant to several cities on their economic development plans and forging public-private partnerships.

Tracy Hicks, P.E.**Engineering and Subdivision Ordinances**

For over 35 years, Tracy has served KSA by providing sound engineering solutions and excellent service to clients in various municipalities throughout the south central United States. His experience has focused heavily on water and wastewater systems including the design of wastewater facilities, water supply resources, distribution systems and pumping and collection systems. Tracy has completed water distribution and wastewater collection system rehabilitations for well over 20 municipalities and he is extremely familiar with the regulations enforced by the Texas Commission on Environmental Quality (TCEQ) as well as effective construction methods for water and sewer system rehabilitation. He is also well-versed in airport planning, design, improvements and construction administrative services in addition to landfill, street and drainage design.

Tracy is a Vice President and seasoned engineering professional equipped with a wealth of knowledge and experiences. A graduate of Texas A&M University, Tracy earned a Bachelor of Science degree in civil engineering.

Mr. Hicks is serving as the civil engineer on the KSA team for the City of Ennis Zoning Ordinance Update.





Mike Burns, P.E.

Principal in Charge

Mike Burns, P.E., has more than 35 years of experience providing civil engineering design and management for a wide array of projects, including land development, municipal streets and thoroughfares, drainage improvements, aviation, energy services, bridge design and inspection, downtown development, park development, sewer collection systems and water distribution systems. Mike is using this experience in serving as KSA's Director of Development Services for KSA's private development work throughout the State of Texas.

During Mike's professional career, he has served as design engineer or project manager on numerous commercial, retail and single family residential developments across North and East Texas. Currently, Mike is assisting developers with their new, large, multi-use development projects in Frisco, McKinney, Corsicana, Terrell and Palestine. Mike has been exposed to many different municipal development codes to plan and develop successful projects.

Mike understands the collaborative effort required to complete a successful development project. From the site selection process and the conceptual layouts to the construction completion and building occupancy, communication and coordination is critical between developers, regulatory agencies, municipal staff and boards, utility providers, and suppliers and contractors. Mike will provide the project oversight and necessary quality control to make sure KSA completes successful projects for owners and developers.

Education

Bachelor of Science in Civil Engineering
Texas A&M University, 1981

Professional Licenses and Certifications

Professional Engineer, TX, #59990, 1986
TxDOT Precertification #3952

Professional Affiliations

American Society Of Civil Engineers
National Society Of Professional Engineers

- City of Burleson - Conceptual Planning Services for Commercial Development for Burleson, Texas
- Crossland Construction Company, Inc. - Main Street and Majestic Gardens-Commercial Development
- Planning Services - Rosehill Road
- Wally Properties, LTD. - Site Planning Shops at Commercial Park - Corsicana, TX
- City of Kilgore – Downtown Streetscape Improvements
- Roberts Family Trust _ Lost Creek Business Park
- Texas Bank & Trust – Branch Bank Development on McCann Road



Michael Mallonee

Planner

Michael is a planning expert. He spent eight years as the aviation planning lead for the North Central Texas Council of Governments and served as a member of multiple airport master planning advisory committees in the Dallas area. His experience working with local elected officials and stakeholders refined his understanding of client needs. Michael currently provides services for airport master planning, terminal area planning and business planning for multiple clients in Texas and surrounding states. He has unique experience with public service and regional coordination that includes award winning metropolitan planning projects.

Michael earned a Bachelor of Science in aviation management from Southern Illinois University and a Master's of aeronautical science from Embry Riddle Aeronautical University. He is an innovative planner who prides himself on his ability to provide custom, tailored solutions for his clients.

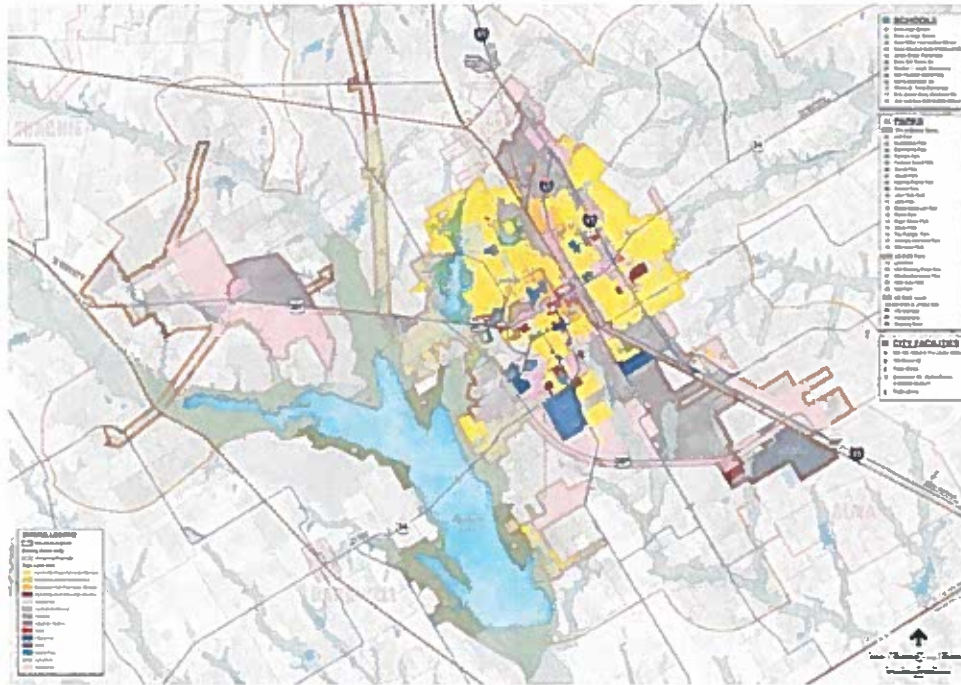
Mingshu Yin

GIS Manager

Mingshu Yin joined KSA in August 2013 and serves as a Geospatial Information Systems (GIS) Specialist. She is responsible for identifying and implementing the ways in which GIS technology can be applied to our business. Her GIS experience includes master planning, spatial analysis, OIS 3D analysis, and least cost pipeline corridor analysis. She has expertise in GIS system architecture and geodatabase design for environmental and infrastructure data management; infrastructure condition assessment; flood modeling and flood plain analysis; and pipeline corridor planning, analysis, and study. She is also competent in the principles of land and site survey data management. She regularly works with remote sensing data interpolation and analysis and performs GIS application program development and GIS project management and implement.

Her prior job experience includes working as a GIS Analyst, where her duties consisted of master planning, flood modeling, infrastructure data management, and GIS mapping. She also has more than 12 years of experience as a civil designer. Her experience also includes work as a pipeline designer, GIS technician, survey technician, and mechanical designer.





Zoning Ordinance Update

Ennis, Texas

PROJECT MANAGER

Francois de Kock with Deputy PM:
Jay Narayana from LPC

REFERENCE

Marty Nelson,
EDC Director
City of Ennis
mnelson@ennistx.gov
972.921.4794

The zoning update for the City of Ennis comprises a complete rewrite. Components of this rewrite include:

Zoning and Subdivision Codes

Evaluate the current zoning and subdivision ordinances.

Develop a new code framework.

Develop codes for a number of special districts that include areas of historic significance and areas of huge growth potential.

Develop the overall unified development ordinance sections per the agreed upon code framework.

Procedural

Identify issues with the current regulatory structure, including the approval process.

Develop a structure for the overall development related ordinances with a specific focus on code administration (approval process and roles of appointed and elected boards and staff).

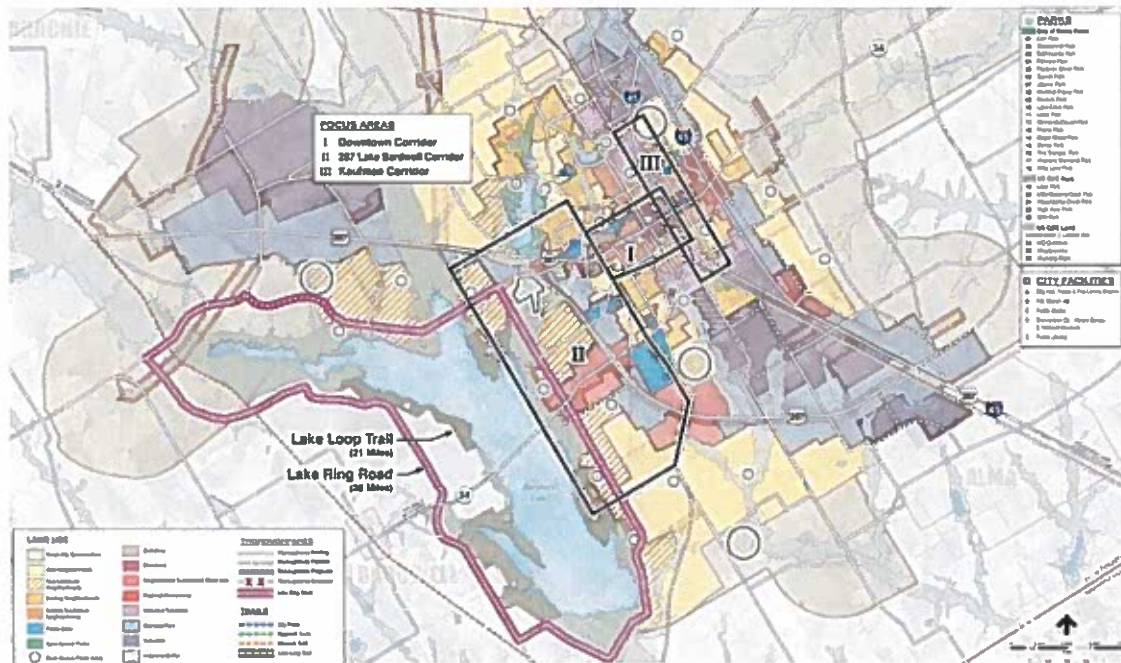
Support adoption of the unified development ordinance and any city-initiated rezoning under the new streamlined zoning districts.

Zoning Map

Prepare an overall zoning map by significantly reducing the existing 29 different zoning categories.

Training

Provide separate training sessions that focus on staff and P&Z commission members.



2015 Ennis Comprehensive Plan Update*

Ennis, Texas

PROJECT MANAGER

Francois de Kock with previous firm*; Deputy PM: Jay Narayana from LPC

REFERENCE

Marty Nelson,
EDC Director
City of Ennis
mnelson@ennistx.gov
972.921.4794

Changing Community Focus

The City of Ennis, located along IH-45 just south of the DFW Metroplex, emphasized industrial economic development over the past 15 years, and thus has stagnated in new residential and retail development in comparison to its peer cities. As a result, the City has had limited resources to invest in quality of life amenities such as parks, trails, and other community facilities due to its focus on attracting industrial development. In order for Ennis to be able to take advantage of the regional growth opportunities, the city will take on a more balanced approach rather than its focus on industrial-only development.

Defining Quality of Life

The key to this Comprehensive Plan Update has been to identify the quality of life outcomes for the citizens of Ennis:

Diversified employment base (including expanding higher educational opportunities)

Increased housing options; including quality and range

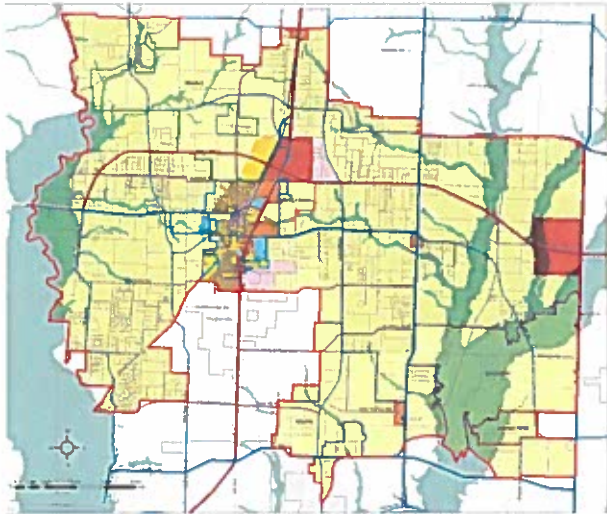
More shopping, dining and entertainment options

Access to a variety of recreation amenities

Access to and the enjoyment of natural areas including wildflowers

Focus Area Approach

In order to direct the City's limited resources to implement these quality of life outcomes, the planning process identified goals for three focus areas given current momentum (Downtown) and potential opportunities to leverage natural and man-made elements such as Lake Bardwell and US 287 Highway improvements. In addition, it aligns the quality of life goals with the focus area approach to optimize the city's implementation capacity. To this end, the plan update identifies key implementation steps to turn it into reality.



Comprehensive Plan & Downtown Plan*

Aubrey, Texas

Positioning for Explosive Growth

Located along the US 377 Corridor and north of the US 380 Corridor in eastern Denton County, the City of Aubrey is poised to experience tremendous residential growth fueled by the regional employment corridors of US 75 and the Dallas North Tollway. With an authentic downtown, rural ranches, creeks, and sweeping landscapes of Cross Timbers forests, the community wants to preserve its heritage and uniqueness by creating a comprehensive plan with the key elements of Future Land Use and Throughfare Plans that take advantage of the residential growth opportunities while preserving its essential rural character.

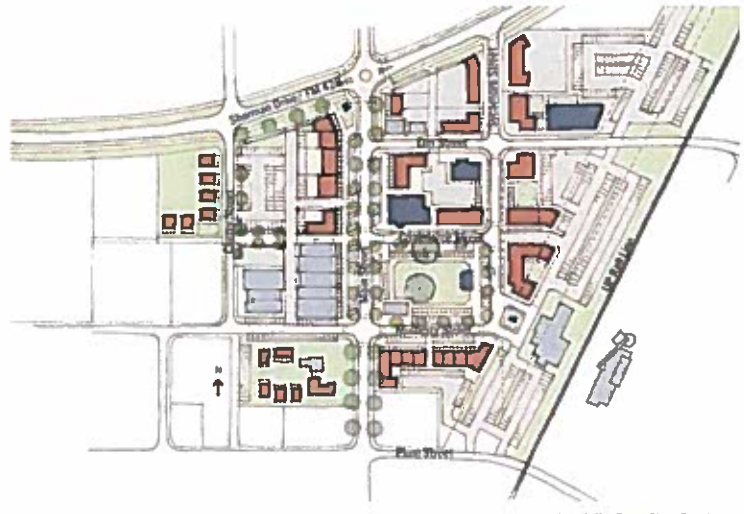
Incremental Phasing of the Comprehensive Plan Elements

This first phase of the city's Comprehensive Plan lays a proactive and essential framework for the city's future growth with other key elements such as the parks, open space, and trail elements to be added in incremental phases.

Ms. Narayana is the lead planner for the comprehensive plan elements. Phase 1 (Future Land Use and Thoroughfare Plans) were adopted in August of 2015.

Downtown Aubrey as a Focus Area

Aubrey residents recognize that their downtown is an authentic place that speaks to the area's history and needs to be preserved and enhanced as the city grows from a rural community into a suburb of the Dallas-Fort Worth Metroplex.



The Downtown Master Plan integrates a physical vision for Aubrey's downtown – both its public improvements and private development potential. In addition this plan also provides the community a set of priorities and implementation tools to realize this vision. The Downtown master plan was adopted by the Aubrey City Council in May 2015.

Zoning Amendments to Implement the Comprehensive Plan

This first phase of the city's Comprehensive Plan lays a proactive and essential framework for the city's future growth with respect to land use and thoroughfares. In order to implement this adopted Comprehensive Plan, several zoning amendments have been prioritized including the streamlining of the land use table, standards for specific use permits, and creation of a mixed use district for downtown and the surrounding neighborhoods. Ms. Narayana is the lead planner for the comprehensive plan and zoning amendments needed to implement the plan. These zoning updates are currently being undertaken incrementally in smaller phases based on the community's context.

**Project was undertaken with Hardin & Associates as the Prime Firm. Downtown Plan graphics courtesy of Huston Design LLC.*

REFERENCE: Matthew McCombs, City Administrator, City of Aubrey, 940.440.9343, mmccombs@aubreytx.gov

City of Southlake, Various Projects 2001-2007*

Southlake, Texas

During her employment with the City of Southlake, Ms. Narayana was the lead planner for several initiatives starting with creating a true Downtown Zoning district to implement the long-term vision of a mixed use town center at FM 1709, Carroll Avenue, and SH 114. This initiative included translating a conventional PD zoning district to a design based downtown district in working closely with the developer and city officials.

In 2004 - 2005, the City of Southlake undertook an unprecedented update of the city's comprehensive plan with the realization that the plan needs to be a better tool to guide growth and change of the city beyond just the Future Land Use Plan and Thoroughfare Plan maps.

Phase 1 of the plan established the overarching vision, goals and objectives, while Phase 2 developed area plans with enough policy detail and guidance for property owners and decision makers based on the established vision. The final phase - Phase 3 - consolidated the area plans to develop the actual Future Land Use, Thoroughfare, and other map elements of the comprehensive plan.

In addition, the city followed up with implementing the major recommendations of the Southlake 2025 Plan by creating new zoning districts and an Urban Design Study for the city's major corridors.

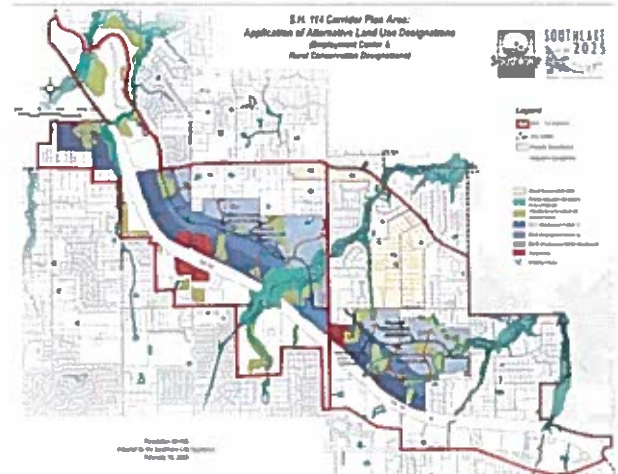
One of the major outcomes of this major corridors plan was to not only identify and prioritize public improvements, but also identify feasible funding options to implement them.

Ms. Narayana, principal of Livable Plans and Codes, was the planner that led this initiative during her employment with the city, and she was the primary author of the associated plan documents.

The Southlake 2025 Plan became the model for the recent update, the Southlake 2030 Plan. In addition, several elements of the Southlake 2025 Plan won several local and state planning awards.

* Project undertaken during employment with the City of Southlake, Texas.

REFERENCE: Ken Baker, AICP, Planning Director, City of Southlake, kbaker@ci.southlake.tx.us 817.944.1991



DOWNTOWN DISTRICT DESIGN GUIDELINES

CITY OF SOUTHLAKE, TEXAS
Adopted March 2003

MAJOR CORRIDORS URBAN DESIGN PLAN

SOUTHLAKE, TEXAS

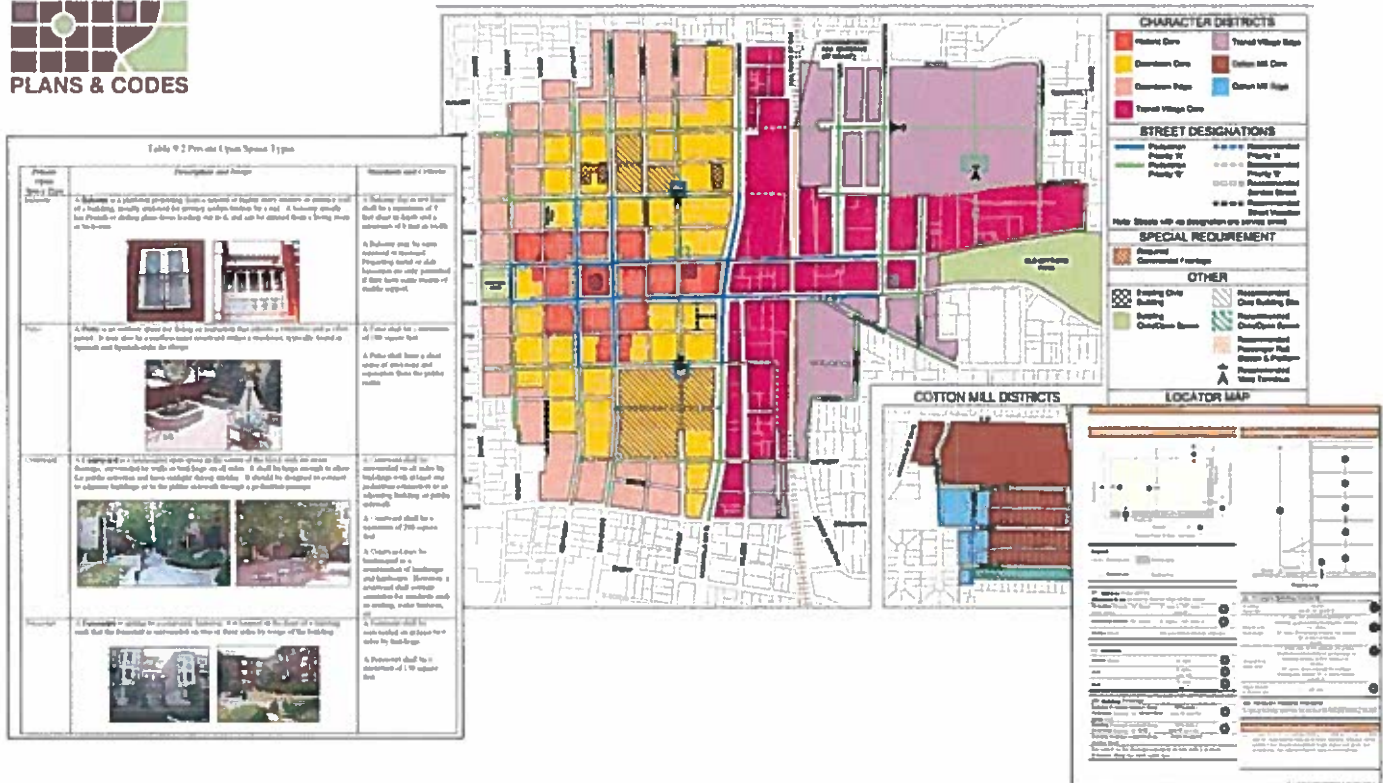


SOUTHLAKE TEXAS



Adopted by the Southlake City Council on February 3, 2009
Resolution 08-004

SOUTHLAKE 2025



McKinney Town Center Form-Based Code*

McKinney, Texas

PROJECT MANAGER

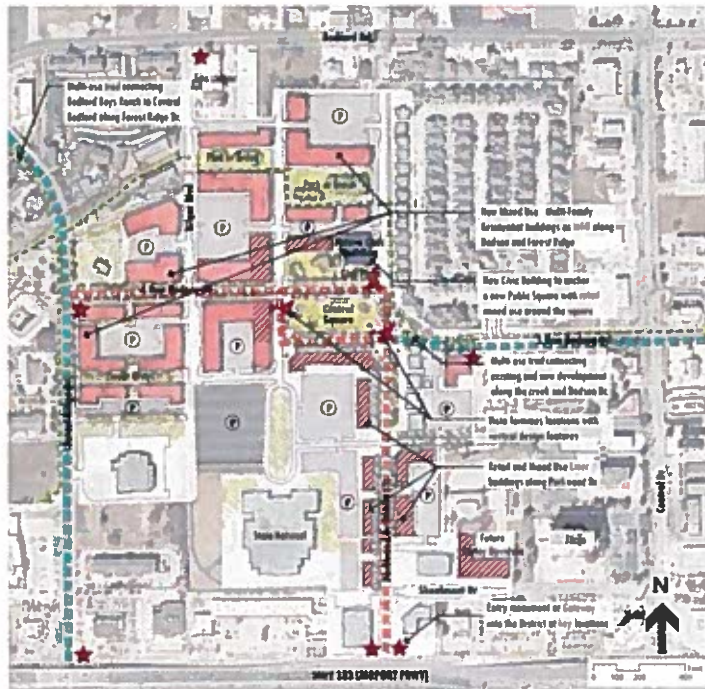
Jayashree Narayana, AICP, CNU-A
with previous firm*

REFERENCE

Jennifer Arnold,
Planning Manager,
City of McKinney
972.547.7415
jarnold@mckinneytexas.org

During her employment with Gateway Planning, Jay Narayana was the lead planner responsible for developing the implementing form-based code for McKinney's Town Center. Building on the successful redevelopment of the Historic Courthouse Square, Phase II of McKinney's Town Center Master Plan developed a series of key implementation tools including the creation of a town center tax-increment financing district, parking plan, and form-based code streamlining the development process.

The outcome was the creation of a Town Center form-based zoning district that implemented the vision and master plan for different neighborhoods within McKinney's Town Center including the Historic Courthouse Square. The development standards for each neighborhood is distinct from the other neighborhoods and is structured to take advantage of its context. With the Historic Core around the courthouse, the emphasis is to preserve the existing historic fabric. With the Downtown Edge Zone, the goal is to encourage the redevelopment of underutilized parcels into mixed use development with a focus on adding urban residential uses. City Council unanimously accepted the form-based code and rezoned McKinney's Town Center to the newly created district in April 2013.



Bedford Commons Implementation Plan & Code

Bedford, Texas

PROJECT MANAGER

Jayashree Narayana, AICP, CNU-A
with previous firm*

REFERENCE

Bill Syblon, Director of Development
City of Bedford, Texas
817.952.2175
email: bill.syblon@bedfordtx.gov

Jay Narayana, sub-consultant under Gateway Planning led the development of a mixed use ordinance for the City of Bedford to implement their vision for a new Downtown located between Forest Ridge, Bedford Road, Central Drive and SH 183/121. Located strategically along the newly improved SH 183/121 facility, the city is poised to experience the next phase of growth and redevelopment in the Dallas-Fort Worth Metroplex. The goal of the initiative was to translate the community's vision for a new mixed use center anchored by public/civic uses and a central green into a realistic implementation plan with a new regulatory framework as the first phase.

Refined Vision for Bedford Commons

The refined vision leveraged access and visibility from SH 183 by transforming Parkwood into a true "Main Street", prioritizing the redevelopment of vacant, city-owned, and underutilized property along L. Don Dodson with a focus on urban residential and live-work uses anchored by a new civic facility and a public "Commons" at the intersection of L. Don Dodson and Parkwood Drive.

Developing the Code

Through a series of joint work sessions with the City Council and the Planning and Zoning Commission in 2014, a refined vision and draft zoning ordinance has been developed and was adopted unanimously in June 2015.

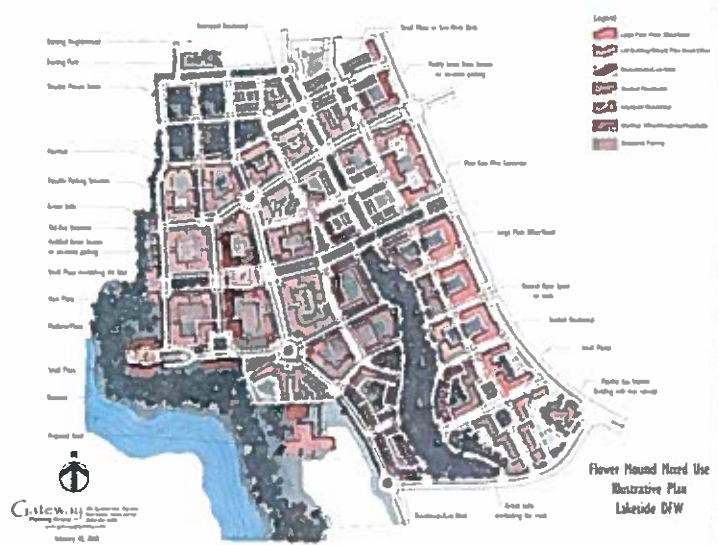
The Bedford Commons Code uses modified transect-based "character zones" together with highly prescribed public realm standards. Specifically, the code establishes standards for adjacency and transitions to adjoining neighborhoods and arterial roadways while implementing the vision for a vibrant, walkable downtown.

Mixed Use Policy and Ordinance

Flower Mound, Texas



During her employment with Gateway Planning, Jay Narayana was the lead planner that helped facilitate the development of a mixed use ordinance for the Town of Flower Mound. The Town of Flower Mound, a third ring suburban community in the Dallas-Fort Worth Metroplex was struggling with large areas of the city identified for office campus development that was yet to materialize. During the Town's Master Plan update process, "Mixed Use" was identified as an important option for these large portions of the Town. While mixed use was the desired goal of the community, there was little consensus as to its on-the-ground implications. In other words, the community needed a clear definition of mixed use and a regulatory mechanism that balanced community interests while allowing developer flexibility.



Mixed Use Steering Committee Process

The Town appointed a steering committee of neighborhood representatives, significant property owners, developers, appointed, and elected officials to work through the contentious issues related to mixed use development. Working through several meetings, the committee developed 16 core principles that became the foundation for the rest of the process.

Community Design Workshop

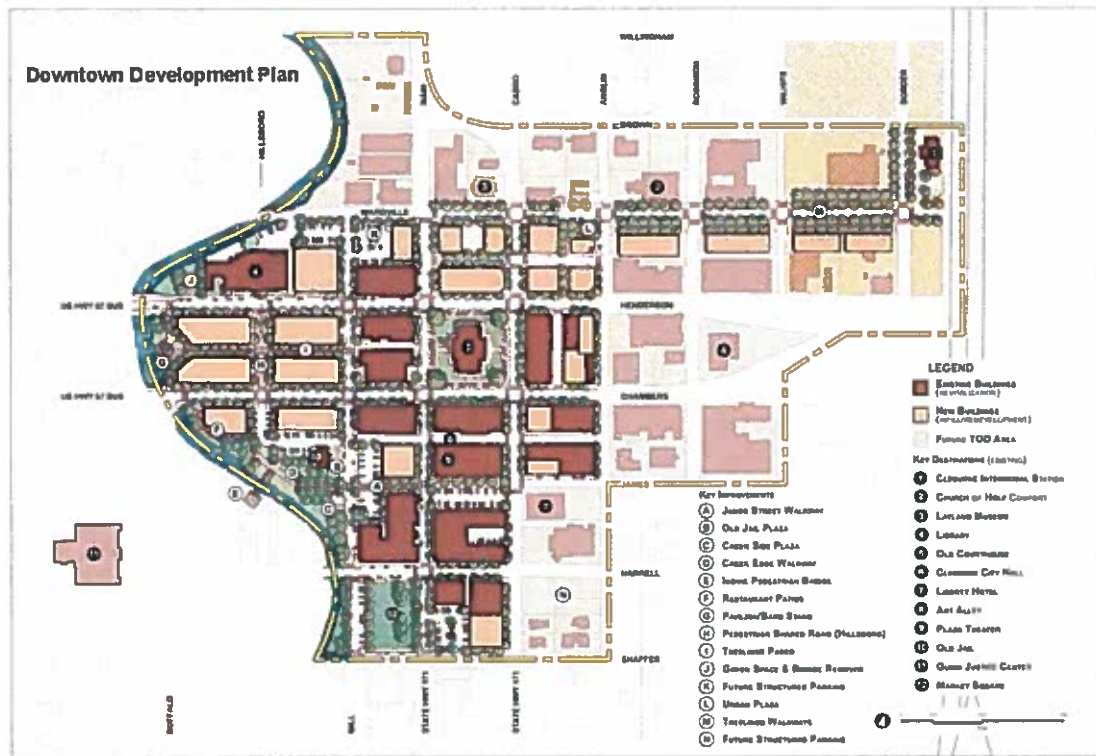
To help illustrate the application of the mixed use core principles on a specific property, a Community Design Workshop was held in October 2007. This design workshop resulted in an illustrative plan that in turn helped with the development of the mixed use ordinance by identifying development opportunities and constraints that required specific attention to mixed use projects.

Developing the Code

Based on the illustrative master plan developed, a mixed use ordinance was tailored to accommodate a community process for new, mixed use projects in the Town. The mixed use ordinance used modified transect-based “character zones” together with highly prescribed public realm standards. Specifically, the code established standards for adjacency and transitions to adjoining neighborhoods and arterial roadways while preserving environmental features as assets to the development. This code was adopted unanimously by the Town Council in the October 2008.

jay@livableplans.com 817.937.7186 www.livableplans.com
Images courtesy

REFERENCE: Douglas Powell, Community Development, Director, Town of Flower Mound, 972.874.6351, Doug.Powell@flower-mound.com



Cleburne Downtown Master Plan*

Cleburne, Texas

The Cleburne Downtown Master Plan is a revitalization plan for Cleburne's historic downtown. The planning process comprises three components:

- Inspiring a unified vision by identifying the core values within the community and developing consensus about a future vision for downtown.
- Building upon Cleburne's uniqueness by focusing on place-making and the unique flavor of the town.
- Sparking revitalization by identifying projects and actions to jumpstart redevelopment, and recommending revitalization strategies that are practical, yet flexible.

Alternative planning scenarios, referred to as "Gravity Centers," were developed to explore the potential for public redevelopment efforts and targeted zones to encourage private investment. This culminated in a Development Plan that includes redevelopment and strengthened connections between the court-house and other key destinations. The plan recommends both public and private investment projects to serve as catalyst projects for future development, and includes elements of public-private partnerships (PPP's). Supportive of mixed-use development, the plan incorporates Form Base Code as a tool to protect the integrity of Downtown's aesthetic and walkable urban fabric.

AWARD

2015 Project Planning Award, Midwest Section of Texas APA

REFERENCE: Courtney Coates, Director, City of Cleburne, 817.645.0942

* Francois de Kock performed this project with his previous firm.

Planning Approach & Philosophy

KSA's approach to any special planning projects would be based on a number of factors and considerations including the following:

Customized Work Plan

Our general philosophy to planning projects is to tailor our approach to the specific context of the client and community. Our approach is to help the community prioritize its needs and undertake such tasks with feasible implementation in mind. In addition, we seek to achieve the best long-range outcomes for the city. This means that we take into account all the possible impacts of a specific policy decision on all the different parties involved.

We believe in a flexible approach. In this context, we will begin by working with city staff, elected and appointed officials, and the community at large to identify and prioritize critical planning initiatives that can then be built upon as the community grows and matures. We can then develop a work plan based on these priorities to take on some larger projects in smaller, easy to undertake steps. We will build on the momentum of current initiatives already underway and help with their completion. This is the same approach that we will take with any needed amendments to the city's development regulations such as zoning and subdivision ordinances. We will review the city's priorities periodically to ensure that we address the most immediate needs of the community.

Many consultants follow a cookie cutter approach to zoning and code writing because it is easy and less effort to merely copy prior work. This is not KSA's approach. We create products that are specific to the context and need of our clients. To that end we will research Farmersville, study your Comprehensive Plan and listen to your citizens to make sure that we can implement an incremental approach to ordinance updates that meet your needs.

Ultimately, relevant planning must aim to implement not only the community's vision for the desired growth, but also true economic development. If rules and ordinances are clear to the development community, while unknowns and/or subjective decisions are kept to a minimum, then a developer has a better sense of what is expected of him/her, thus reducing economic

risk and development costs. Being clear and up front on what is required by an applicant helps the city get a better initial submittal, thus requiring less time for correction and re-review. Keeping the development process efficient, clearly understood, and timely is better for the city and better for the developer.

The Right Team for Farmersville

The KSA team recognizes that Farmersville is a very unique community that needs an innovative team that focuses on community vision and long-term economic sustainability. However it is essential that the team members are the right individuals to work on this important project. To this end, we have assembled a talented team with a unique perspective and approach to planning, zoning and development. In addition, we have experience in a wide range of planning projects all the way from comprehensive plans to a variety of zoning tools.

KSA's approach is to capitalize on the best experience in the field; but at the same time it is important that we assemble a small group of core experts that is directly accessible to you, the client, while having the support of an entire firm the size of KSA. The relevant team members with key experience are:

Project manager **Francois de Kock** has extensive experience with leading planning and urban design projects for cities and towns in Texas. Notable projects include award winning comprehensive plans, downtown master plans, and mixed use development plans. He understands the interface between planning and design and how to convey planning principles with visually engaging graphics and sketches.

Jay Narayana, principal of Livable Plans and Codes has successfully developed several award winning plans and zoning tools such as form-based codes, special districts, and overlays. In fact, Jay is recognized by her peers as one of the top code writers in Texas. Her public sector experience working as a municipal staff member provides the team with a unique understanding that will be the key to writing, implementing and administering the new zoning tool effectively.

KSA also has several other professionals that would be available as needed including **Tracy Hicks, P.E.**, who is a civil engineer and principal at KSA; he has in-depth experience

with governmental projects which regularly requires the coordination of multiple professional disciplines. **Eric Davis** is an Economic Development specialist who understands the essential connection between good zoning and sound economic development; he will ensure that the ordinance update is such that it benefits economic development from a real estate and economic development point of view. Having worked as a staff member AND consultant, Eric has extensive experience with both the public and private side of development. He has a thorough understanding of what is needed to ensure long lasting economic growth in a city.

Engaging the Public

Citizen engagement is an essential to any successful planning project. To this end, we will work with city staff to develop the best way to engage the public in a meaningful manner based on the needs of the specific planning initiative and Farmersville context.

Our project manager, Francois de Kock is seasoned when it comes to visioning and public engagement. His has developed a very successful method to engage meeting attendees in such a way that EVERYONE share his/her ideas in a non-confrontational environment. In fact, he is particularly successful in establishing common values between attendees with seemingly opposing viewpoints.

KSA REFERENCES

Marty Nelson
EDC Director
City of Ennis
mnelson@ennistx.gov
972.921.4794
Project: Ennis Zoning Update

Bob Hart
City Manager
City of Kennedale
(817) 985-2100
bhart@cityofkennedale.com
Project: Kennedale Comprehensive Plan

Cain Scott
Mayor
City of Cleburne
(817) 645-0900
scott.cain@cleburne.net
Project: Cleburne Downtown Master Plan

LPC REFERENCES

Matthew McCombs
City Administrator
City of Aubrey
940.440.9343
mmccombs@aubreytx.gov
Project: Aubrey Comprehensive Plan, Downtown Plan & Zoning Amendments

Jennifer Arnold
Planning Manager
City of McKinney
972.547.7415
jarnold@mckinneytexas.org
Project: McKinney Form-Based Code

Douglas Powell,
Community Development Director
Town of Flower Mound
972.874.6351,
Doug.Powell@flower-mound.com
Project: Flower Mound Mixed Use Policy and Ordinance

Client Statements

"The leadership provided by Francois and the efforts throughout to dialog and provide frequent updates to ensure expectations were being met was commendable."

Lyda Hill Hunt, Historic Fort Worth Stockyards Master Plan

"I found Francois to be highly competent, enthusiastic and a commensurate professional. The final Plan was a terrific expression of the citizens' vision for the future of our City. As Project Manager, Francois took the time to get to know us and that made a significant difference in the outcome."

Marty Nelson, Ennis EDC, Ennis Comprehensive Plan

"As project manager, Francois was incredibly responsive and effective to manage a project scope under a tight timeline and to deliver a successful project; I greatly appreciate the professionalism with which Francois communicated the status of deliverables; the entire project was an enjoyable collaborative experience."

Ryan Haldi, on behalf of the Will Rogers World Airport, The Lariat Landing Mixed Use Village

"This was a difficult project – it required building consensus from a large number of stakeholders. Mr. de Kock did an excellent job and designed a project that was broadly supported. Deliverables were timely meetings were productive, and projects went very well."

Paul Stevens, City of Waxahachie

Planning Services RFQ Evaluation Eddy Daniel

No.	Requirement Category Description	Level of Importance	Requirement Rank						Score					
			TLC	VU	K-H	Tharp	KSA	Mundo	TLC	VU	K-H	Tharp	KSA	Mundo
1	Experience and past performance with similar types of planning and zoning projects	10	3	5	6	4	4	1	30	50	60	40	40	10
2	Familiarity of firm or personnel with subdivision planning, planning and zoning, urban planning, small town and rural planning, and implementation strategies	10	4	5	6	5	5	4	40	50	60	50	50	40
3	Prior related experience with Cities of similar size and demographics	10	3	4	6	3	5	4	30	40	60	30	50	40
4	Availability of knowledgeable personnel within the firm or on a consultant team; Project Manager /Staff experience; overall qualifications	9	2	4	6	4	5	3	18	36	54	36	45	27
5	Firm references	8	2	4	6	3	5	4	16	32	48	24	40	32
6	Capability of the firm or consultant team to complete the project in a timely manner	6	3	4	6	5	4	3	18	24	36	30	24	18
7	Prior related experience in Collin County	6	1	1	6	3	1	3	6	6	36	18	6	18
8	Length of time firm has been in business	5	1	2	5	2	4	4	5	10	25	10	20	20
9	Firm location	4	4	3	5	3	5	4	16	12	20	12	20	16
10	Proposal presentation quality	4	1	4	6	4	5	2	4	16	24	16	20	8
Total Score									183	276	423	266	315	229

NOTE:

Rank Each Firm for Each Requirement Category

Rank of 6 is best

Rank of 1 is poor

Firms could have the same rank for a Requirement Category

Planning Services RFQ Evaluation Craig Overstreet

Requirement Category		Level of Importance	Requirement Rank						Score					
No.	Description		TLC	VU	K-H	Tharp	KSA	Mundo	TLC	VU	K-H	Tharp	KSA	Mundo
1	Experience and past performance with similar types of planning and zoning projects	10	6	8	9	7	7	5	60	80	90	70	70	50
2	Familiarity of firm or personnel with subdivision planning, planning and zoning, urban planning, small town and rural planning, and implementation strategies	10	5	8	9	7	7	5	50	80	90	70	70	50
3	Prior related experience with Cities of similar size and demographics	10	4	7	8	6	6	6	40	70	80	60	60	60
4	Availability of knowledgeable personnel within the firm or on a consultant team; Project Manager /Staff experience; overall qualifications	9	5	7	8	6	7	7	45	63	72	54	63	63
5	Firm references	8	3	5	7	5	4	5	24	40	56	40	32	40
6	Capability of the firm or consultant team to complete the project in a timely manner	6	3	4	5	5	4	4	18	24	30	30	24	24
7	Prior related experience in Collin County	6	1	2	6	3	3	2	6	12	36	18	18	12
8	Length of time firm has been in business	5	3	2	5	2	4	4	15	10	25	10	20	20
9	Firm location	4	2	1	2	2	4	2	8	4	8	8	16	8
10	Proposal presentation quality	4	1	3	4	3	4	2	4	12	16	12	16	8
Total Score									270	395	503	372	389	335

NOTE:

Rank Each Firm for Each Requirement Category

Rank of 6 is best

Rank of 1 is poor

Firms could have the same rank for a Requirement Category

Planning Services RFQ Evaluation Kevin Meguire

Requirement Category		Level of Importance	Requirement Rank						Score					
No.	Description		TLC	VU	K-H	Tharp	KSA	Mundo	TLC	VU	K-H	Tharp	KSA	Mundo
1	Experience and past performance with similar types of planning and zoning projects	10	3	3	5	5	6	2	30	30	50	50	60	20
2	Familiarity of firm or personnel with subdivision planning, planning and zoning, urban planning, small town and rural planning, and implementation strategies	10	3	2	6	5	5	2	30	20	60	50	50	20
3	Prior related experience with Cities of similar size and demographics	10	3	3	5	3	5	4	30	30	50	30	50	40
4	Availability of knowledgeable personnel within the firm or on a consultant team; Project Manager /Staff experience; overall qualifications	9	2	3	6	3	5	3	18	27	54	27	45	27
5	Firm references	8	1	5	6	5	5	4	8	40	48	40	40	32
6	Capability of the firm or consultant team to complete the project in a timely manner	6	1	3	6	4	4	3	6	18	36	24	24	18
7	Prior related experience in Collin County	6	1	1	5	2	3	3	6	6	30	12	18	18
8	Length of time firm has been in business	5	3	1	5	3	4	4	15	5	25	15	20	20
9	Firm location	4	4	2	4	2	4	4	16	8	16	8	16	16
10	Proposal presentation quality	4	2	3	5	4	5	3	8	12	20	16	20	12
Total Score									167	196	389	272	343	223

NOTE:

Rank Each Firm for Each Requirement Category

Rank of 6 is best

Rank of 1 is poor

Firms could have the same rank for a Requirement Category

Planning Services RFQ Evaluation Paula Jackson

Requirement Category		Level of Importance	Requirement Rank					Score						
No.	Description		TLC	VU	K-H	Tharp	KSA	Mundo	TLC	VU	K-H	Tharp	KSA	Mundo
1	Experience and past performance with similar types of planning and zoning projects	10	4	5	6	5	6	3	40	50	60	50	60	30
2	Familiarity of firm or personnel with subdivision planning, planning and zoning, urban planning, small town and rural planning, and implementation strategies	10	4	5	5	3	5	3	40	50	50	30	50	30
3	Prior related experience with Cities of similar size and demographics	10	3	3	4	3	2	4	30	30	40	30	20	40
4	Availability of knowledgeable personnel within the firm or on a consultant team; Project Manager /Staff experience; overall qualifications	9	4	4	6	4	3	4	36	36	54	36	27	36
5	Firm references	8	1	3	6	3	4	2	8	24	48	24	32	16
6	Capability of the firm or consultant team to complete the project in a timely manner	6	3	4	6	3	3	1	18	24	36	18	18	6
7	Prior related experience in Collin County	6	1	1	5	1	1	1	6	6	30	6	6	6
8	Length of time firm has been in business	5	1	4	6	5	6	6	5	20	30	25	30	30
9	Firm location	4	3	3	5	4	5	4	12	12	20	16	20	16
10	Proposal presentation quality	4	1	5	5	4	5	4	4	20	20	16	20	16
Total Score									199	272	388	251	283	226

NOTE:

Rank Each Firm for Each Requirement Category

Rank of 6 is best

Rank of 1 is poor

Firms could have the same rank for a Requirement Category

Planning Services

RFQ Evaluation Combined Results

Evaluator	Scores					
	TLC	VU	K-H	Tharp	KSA	Mundo
Daniel	183	276	423	266	315	229
Meguire	167	196	389	272	343	223
Overstreet	270	395	503	372	389	335
Jackson	199	272	388	251	283	226
Total Score	819	1139	1703	1161	1330	1013

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss, and act upon filling vacancy for the Planning & Zoning Commission.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Letter of Resignation from John Casada • Copy of requirements for Planning & Zoning Board • Planning & Zoning Board Members List
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Jan. 31, 2017

To Whom It May Concern:

I wish to inform you that I resign from the Farmersville P&Z Commission effective immediately. It was an honor to have served the citizens of Farmersville. Thanks for that opportunity.

Charles Casada

CC:

Diane Piwko d.piwko@farmersvilletx.com

Paula Jackson p.jackson@farmersvilletx.com

Sandra Green s.green@farmersvilletx.com

DIVISION 5. - PLANNING AND ZONING COMMISSION

Sec. 2-170. - Creation of commission; appointment; terms.

There is hereby created a planning and zoning commission consisting of seven members. The members of the planning and zoning commission shall be appointed by majority vote of the city council, and shall serve for a term not to exceed three years, or until their successors are appointed and qualified.

(Ord. No. 2007-65, § 1, 12-11-2007)

Sec. 2-171. - Initial appointment of members; reappointment; removal.

- (a) *Appointment and reappointment.* The planning and zoning commission shall consist of seven members. The initial members shall serve as follows: two members shall be appointed to serve until May 1, 1988, or until their successors are appointed; and two members shall be appointed to serve until May 1, 1989, or until their successors are appointed; and three members shall be appointed to serve until May 1, 1990, or until their successors are appointed. Thereafter, each member appointed or reappointed shall serve a term not to exceed three-years until the member resigns or is removed as herein provided. All members may serve a maximum of two consecutive terms. After serving two consecutive terms, a member will not be eligible for re-appointment to the commission for a period of one term (three years).
- (b) *Removal.* Members of the planning and zoning commission serve at the will and pleasure of the city council. Any member may be removed before their terms of office expire.

(Ord. No. 2007-65, § 2, 12-11-2007)

Sec. 2-172. - Duties and functions.

The purpose and object of the planning and zoning commission is to act as an advisory board to the city council as the planning and zoning commission and the city council may deem beneficial to the city.

- (1) *Approval of sub-division plats.* The commission shall perform all functions related to the review and approval of subdivision plats which may be assigned to them by the statutes of the state and/or the ordinances of the city.
- (2) *Preparation of comprehensive plan.* At the request or direction of the city council and/or the city manager the commission shall review, prepare, or cause to be prepared, a comprehensive plan for the physical development of the city and its environs, including, but not limited to:
 - a. Land use.
 - b. Thoroughfares and transportation by rail, water, air, or highway.
 - c. Park and school sites.

- d. Public buildings.
 - e. Housing and neighborhood improvements.
 - f. Drainage.
 - g. Utilities and services.
 - h. Municipal expansion and annexation.
 - i. Slum clearance and blighted areas.
 - j. Parking and use of streets and alleys.
- (3) *Adoption of comprehensive plan.* The city council shall adopt, after review and recommendation from the commission, a comprehensive plan, as a whole or as individual parts thereof. The city manager shall be the custodian of the comprehensive plan and all parts thereof. The adoption of any portion of the comprehensive plan shall be by ordinance, carried by the affirmative votes of not less than a majority of the entire city council. Prior to the initiating action of the adoption of any part of the comprehensive plan, the city council shall refer said plan to the commission for concurrence or comment. The city council may, by ordinance, adopt said plan, as a whole or in parts as submitted by the commission.
- (4) *Recommendation of improvements.* The commission shall, upon the submission of an application and payment of the corresponding fee or upon the request of the city council, city manager and/or city engineer recommend and advise the city council on matters involving the physical improvement of the city, including capital improvement programs, approval of subdivision plats, and other changes or additions involving the physical arrangement of the city.
- (5) *Recommendations for ordinances and public hearings.* The commission shall make and recommend for adoption ordinances for zoning the city in accordance with the provisions of V.T.C.A., Local Government Code, Ch. 211, as amended, and it shall hold public hearings and make recommendations to the city council on all requests or proposals for amending, changing, or adding to the zoning ordinances.
- (6) *Powers.* The commission, in the performance of its duties, shall have all the powers, duties, and responsibilities prescribed by statutes of the state and the zoning ordinance of the city. Should the planning and zoning commission desire on its own motion to institute study and proposal for changes and amendments in the public interest to the master plan, thoroughfare plan, subdivision ordinance, comprehensive zoning ordinance or capital improvements plan, the commission shall first submit a request, including a preliminary report explaining the reasoning and perceived need for such undertaking, to the city manager and the city council for their review and assessment and the city council's consent, authorization and direction to the commission to proceed with such undertaking so as to allow for the most beneficial and efficient use of the city's staff and limited resources.

(Ord. No. 2007-65, § 3, 12-11-2007)

Sec. 2-173. - Organization and meetings.

- (a) *Organization.* The commission shall be organized by electing its own chairperson, vice-chairperson and secretary no later than June 30th of each year or as soon as is practicable following the appointment of new or returning members to the commission by the city council.
- (b) *Meetings.* The commission shall meet once each month and at such other times as the chairman or a majority of the members of the commission may direct. Four members of the commission shall constitute a quorum. However, no portion of the comprehensive plan shall be recommended to the city council for approval by less than the affirmative vote of the majority of the entire commission.

(Ord. No. 2007-65, § 4, 12-11-2007; Ord. No. 2015-1201-001, § 3, 12-1-2015)

Secs. 2-174—2-191. - Reserved.

Planning and Zoning Commission

Meets 3rd Monday of the month, or as called, 6:30pm

Term: Three years, Two Terms Max

Residency Requirements: 1 year within City Limits

NAME	TERM
Craig Overstreet President	May 2015- May 2018
Sarah Jackson-Butler Vice - President	May 2015- May 2018
Chad Dillard	Oct. 2014-May 2017
Vacant	
Russell Chandler	May 2016-May 2018
Bobby Bishop	May 2016-May 2018
Paul Kelly	December 2016 – May 2018
Council Liaison John Klostermann	
Staff Liaison Sandra Green	

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss and act upon Joint General Election Contract with Collin County for election services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Joint General Elections Contract • Joint Election Agreement between City of Farmersville and FISD
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

May 6, 2017
Joint General Election
Contract for Election Services
City of Farmersville/Farmersville ISD

May 6, 2017 Joint General Election

Table of Contents

I.....	Duties and Services of Contracting Officer
II.....	Duties and Services of City and School District
III.....	Cost of Election
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Exhibits

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Exhibit B.....	Election Day Vote Centers
Exhibit C.....	Cost of Services
Exhibit D.....	Joint General Agreement

THE STATE OF TEXAS

CONTRACT FOR

COUNTY OF COLLIN

§

CITY – SCHOOL FARMERSVILLE

ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF FARMERSVILLE, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 6, 2017 Joint General Election and a City Runoff Election, if necessary, on June 10, 2017. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer

will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 6, 2017, Joint General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. The City and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bruce Sherbet. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT. The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 3, 2017.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 22, 2017, the official wording for the City and School District's May 6, 2017, Joint General Election.

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 7, 2017. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

G. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. JOINT GENERAL AGREEMENT. See Exhibit "D".

V. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 6, 2017, Joint General Election is to be filed or the place at which

any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 6, 2017, Joint General Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer and holding a May 6, 2017, Joint General Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2017.

Bruce Sherbet
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2017.

By: _____
Diane C. Piwko, Mayor
City of Farmersville

Attest: _____
Sandra Green, City Secretary
City of Farmersville

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2017.

By: _____
Jeff Adams, Superintendent
Farmersville ISD

Attest: _____
Barbara Drayer, Secretary
Farmersville ISD

Exhibit "A"

**MAY 6, 2017
JOINT GENERAL ELECTION**

**Early Voting Locations and Hours
City of Farmersville & FISD***

Polling Place			Address		City	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Farmersville City Hall			205 S. Main		Farmersville	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>	<i>April 29</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

* City and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit "B"

**MAY 6, 2017
JOINT GENERAL ELECTION**

Election Day Vote Centers – City of Farmersville & FISD*

Precincts	Location	Address	City
"VOTE CENTER"	Farmersville City Hall	205 S. Main St.	Farmersville

*City and School District voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

JOINT ELECTION AGREEMENT

between

The City Council of the City of Farmersville (the City), the Board of Trustees of the Farmersville Independent School District (FISD), known as (the School), and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Election and Special Election should it be called, of the School District and the College to be held on Saturday, May 6, 2017. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, FISD and the College shall share equally in shared expenses applicable for the Early Voting location and Election Day Vote Center at the Farmersville City Hall. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 6, 2017. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 6, 2017, Joint General & Special Election of the City, the School District and the College; they will be liable only for the contract preparation fee of \$75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
Diane C. Piwko, Mayor
City of Farmersville

Attest: _____
Sandra Green, City Secretary
City of Farmersville

APPROVED BY THE TRUSTEES OF THE FARMERSVILLE INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
Jeff Adams, Superintendent
Farmersville ISD

Attest: _____
Barbara Drayer, Secretary
Farmersville ISD

APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
H. Neil Matkin, Ed.D. District President
Collin College

Attest: _____
Kim Davison, Sr. Vice President
Collin College

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and act upon agreement between the Texas Department of Agriculture regarding a contract for the Texas Capital Fund Main Street Program.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 14, 2017
Attachment(s)	Agreement Contract No. 7216322
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF FARMERSVILLE
CONTRACT NO. 7216322
FOR
TEXAS CAPITAL FUND MAIN STREET PROGRAM**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the City of Farmersville (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on February 24, 2017, and shall terminate on February 23, 2019, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.

3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.

4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.

5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I and K. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.

2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.

2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.

3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments

to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (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 contract);
 - f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
 - g. Records documenting compliance with labor standards and environmental review; and
 - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Audits & Inspections/Access to Records
 - a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.
 - b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as

directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. **Prohibited Activity.** Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. **Labor Standards**
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

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). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor'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, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor 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. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor'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 contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department’s failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

Diane C. Piwko, Mayor
City of Farmersville

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearnelyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A
PERFORMANCE STATEMENT
CITY OF FARMERSVILLE

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The purpose of this Economic Development project is to provide infrastructure in the form of sidewalk activities in the Main Street area designated by the Contractor. The Contractor certifies that the activities carried out under this contract will meet the national objective of aiding in the prevention or elimination of slums or blight.

ACTIVITIES

Sidewalk Activities The "minimum necessary" activities are to consist of six hundred seventy-five linear feet (675 l.f.) of concrete sidewalks, two (2) ADA compliant sidewalk ramps, fourteen (14) ADA compliant curb ramps, eighteen (18) ADA compliant parking spaces, handrails and necessary appurtenances. These improvements shall be in the following locations: McKinney, Main, and Candy Streets, and throughout the designated Main Street area.

Flood Drainage Activities The "minimum necessary" activities are to consist of ninety linear feet (90 l.f.) of gravity flow drainage improvements, grating system and necessary appurtenances. These improvements shall be in the following location: 101 N. Main Street.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B

BUDGET

CITY OF FARMERSVILLE

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03L Sidewalk Improvements - Total	\$222,500	\$75,000	\$222,500
Sidewalk Improvements-Construction	\$147,500	\$30,000 ¹	\$177,500
Sidewalk Improvements –Engineering	\$0	\$45,000 ¹	\$45,000
03I Flood Drainage Improvements - Total	\$75,000	\$0	\$75,000
Drainage Improvements-Construction	\$75,000	\$0	\$75,000
21A General Program Administration – Total	\$27,500	\$0	\$27,500
TOTALS	\$250,000	\$75,000	\$325,000

Source of Other Funds:

1 – City of Farmersville, General Fund

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CITY OF FARMERSVILLE

CONTRACT START DATE
February 24, 2017

CONTRACT END DATE
February 23, 2019

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	4/24/2017
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	6/24/2017
Plans and Specifications Completed	Month 6	8/24/2017
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	8/24/2017
Environmental Review Completed	Month 6	8/24/2017
Clearance of Pre-Construction Special Conditions	Month 8	10/24/2017
Wage Rate 10-Day Confirmation	Month 8	10/24/2017
Construction Contract Awarded & Executed	Month 9	11/24/2017
Construction - 50% TxCDBG project complete	Month 14	4/24/2018
Construction - 75% TxCDBG project complete	Month 17	7/24/2018
Construction - 90% TxCDBG project complete	Month 19	9/24/2018
Construction & Final Inspections Completed	Month 20	10/24/2018
End Date of Contract	Month 24	2/23/2019
Close-out documents submitted to Department (60 days after End Date)	Month 26	4/24/2019

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
SPECIAL CONDITIONS
CITY OF FARMERSVILLE

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

a. Contractor shall receive and maintain 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 Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer 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 Contractor. 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 received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

- c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.
-
- 2. The Contractor shall provide to the Department a copy of the final Inspection Approval letter from the Texas Department of Licensing and Regulation for the plans and specifications specified in the Performance Statement.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C. 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F
CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the City of Farmersville, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint — Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 — It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) — It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws — It will comply with applicable laws.

Diane C. Piwko, Mayor
City of Farmersville

Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that Farmersville knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon 2016-2017 budget amendments.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 14, 2017
Attachment(s)	Spreadsheet of budget amendments
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

CITY OF FARMERSVILLE

EXHIBIT A

2016-2017 BUDGET/REVISION (1) 02-08-2017

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 616,656	\$ 1,816,619	\$ 3,373,230	\$ 1,388,960	\$ 449,005
Fund Balance Amendments					
<u>Public Safety Building Repair \$39,452</u>			\$ 96,452		\$ 352,553
<u>Candy Kitchen remaining exepense \$57,000</u>					

VII. Requests to be Placed on Future Agendas

X. Adjournment