

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Update regarding the Comprehensive Plan Grant.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Executed Contract with Grantworks
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to give update • 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

PLANNING SERVICES

THIS AGREEMENT, MADE THIS 26th DAY OF April, 2016, BY AND BETWEEN THE CITY OF FARMERSVILLE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services"

I. SCOPE OF SERVICES

Consultant agrees to render Client the professional city planning and grant administration services for Client's 2015 Program Year Texas Community Development Block Grant Program Contract Number 7215024- Planning & Capacity Building Fund Project, as administered by the Texas Department of Agriculture – Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence upon Agreement approval. In any event, all services required and performed hereunder shall be completed no later than the end date indicated in the Client's Contract with the Department unless an extension to that Contract is requested by the Client and approved by the Department.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed Sixty-Six Thousand, Nine Hundred and Forty-Five Dollars and No Cents, \$66,945 from the Department and matching funds in accordance with the following schedule. Client shall pay its matching funds to Consultant at the time Client approves the products produced herein and prior to submittal for final Department review, as required by Department. Consultant understands that Department must approve the products produced hereunder prior to release of Department funds for payment and that Consultant will not receive full payment until Department funds are received by Client. All payments are conditioned upon submission by Consultant of Invoices.

Activity	Payment
Base Mapping & Studies	\$17,475
Water System	\$6,720
Wastewater System	\$6,720
Storm Drainage System	\$6,720
Thoroughfares	\$3,360
Street System	\$4,095
Recreation & Open Space	\$3,150

Economic Development	\$3,780
Central Business District	\$4,620
Capital Improvements Plan	\$3,255
Subdivision Ordinance	\$3,150
Zoning Ordinance	\$3,150
Certifications and Presentation	\$750
Total	\$66,945

IV. CHANGES AND AMENDMENTS

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

V. ASSIGNABILITY

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

VI. RECORDS AND AUDIT

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

VII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be

paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire; flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally

caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

VIII. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled, "Terms and Conditions" and attached hereto and incorporated by reference herein.

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

GrantWorks, Inc.
Austin, Texas

City of Farmersville
Farmersville, Texas

BY: _____



Bruce J. Spitzengel
President

BY: _____



Joseph Helmberger, P.E.
Mayor

ATTEST:

BY: _____



City Secretary

AGREEMENT FOR CONSULTANT SERVICES
PART II – TERMS AND CONDITIONS

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval, written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
5. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
6. **TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions

to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

- 7. TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated by the Client as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. CONFLICTS OF INTEREST

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

10. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Section 504 Rehabilitation Act of 1973, as amended.** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- C. **Age Discrimination Act of 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- E. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:

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

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

- A. The work to be performed under this Agreement 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement

certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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

AGREEMENT FOR CONSULTANT SERVICES

PART III – SCOPE OF BASIC SERVICES

Planning Services:

Provide planning services to Client to fulfill requirements specifically stated in the Performance Statement of the Planning/Capacity Building Fund Contract between the Client and the Texas Department of Agriculture – Office of Rural Affairs. Said Performance Statement is attached hereto as Exhibit A and incorporated by reference herein.

Administrative Services:

Provide administrative services to Client to ensure proper recordkeeping, reporting, document filing, close-out monitoring, and to assist with other activities required to satisfy the contractual obligations of the Texas Department of Agriculture – Office of Rural Affairs, under the Planning/Capacity Building Fund Contract.

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. The Contractor certifies that the activities carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

Contractor shall identify a planning period and prepare a general plan regarding the following planning activities using generic population and other broad parameters for the purpose of funding allocation and for the area identified in the Application. The Contractor shall ensure that the amount of grant funds expended for each activity described herein does not exceed the amount specified for such activity in the Budget.

A. BASIC PLANNING ACTIVITIES

1. BASE MAPPING

Contractor shall prepare a corporate area base map, which should coordinate with the State Plane Coordinate System, in digitized format and hardcopy for use in reports and wall-mounting, preferably laminated for the city, at a scale of 1" = 600' or better, which shall show at least the features (1) through (11) below:

The State Plane Coordinate (SPC) system provides coordinates on a flat grid for easy computation while maintaining a difference between geodetic and grid distance of one part in 10,000 or better. The State Plane Coordinate system divides the U.S. into a hundred or more distinct grid surfaces (Zones). Texas has five (5) State Plane Zones. Do not mix coordinates from one Zone with that in another. If you need to cross Zone boundaries, use Geodetic Positions. For more information about the State Plane Coordinate System contact the National Geodetic Survey Information Services.]

These data are to be used for graphical representation only. The Texas Department of Agriculture assumes no responsibility for the accuracy of said data.

- (1) Highway and street rights-of-way;
- (2) Highway designations and street names;
- (3) All major drainage ways;
- (4) Major bodies of water;
- (5) Block and lot lines for all platted subdivisions as available;
- (6) Property lines within unplatted subdivisions as available;
- (7) The width of all major utility easements;
- (8) Railroad rights-of-way;
- (9) All subdivisions and their names;
- (10) Corporate limits;
- (11) Other major facilities or features to include but not necessarily limited to:
 - (a) Major park and recreation areas and facilities;
 - (b) Water Treatment plants;
 - (c) Sewage Treatment plants;
 - (d) Extraterritorial jurisdiction line, as appropriate; and
 - (e) Other significant features.

2. HOUSING INVENTORY, ANALYSIS AND PLAN

- a. Contractor shall prepare a housing conditions inventory, analysis and plan which shall, to the fullest extent possible, be based on the participation of a diverse and representative group of housing interests. (A "diverse and representative group of housing interests" includes owners and renters, realtors, developers, builders, single persons, families, minorities, disabled persons, etc. Generally all persons, must be encouraged to participate in plan preparation, particularly those considered within the protected classes of the Fair Housing Act. No person shall be excluded or denied program benefits on the basis race, color, religion, sex, handicap (disability), national origin, and familial status).
- b. Contractor shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the three following classifications shall be utilized within the study: 1) Standard, 2) Deteriorating, and 3) Dilapidated.
- c. Contractor shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. Contractor shall record vacant and abandoned residential units as the assessment is being made.
- d. To the extent possible, Contractor shall determine whether housing is owner or renter occupied.
- e. Contractor shall use the base map at its contracted scale to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
 - (1) Included on the map shall be the delineation of low and moderate income areas, as can be determined from the most recent available Census and/or TxCDBG demographic survey, with a brief narrative for the basis of their delineation.
 - (2) Included on the map shall be clearly marked units and/or areas of affordable housing that are properly represented on the map legend.
 - (3) Included on the map shall be census geographic boundary delineations as available from the most recent Census. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community.
- f. Contractor shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population and identifiable segments of the population, including the need for fair housing.
- g. Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.
- h. Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing, provide remedies to housing needs, including the need for fair housing.
- i. Contractor shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- j. Contractor shall identify future implementation actions and probable costs, (including as many Department programs as applicable or practical), both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities, including fair housing.

3. POPULATION

- a. Contractor shall compare census data of the locality from 1990 to present. Contractor must provide total number of project beneficiaries. From the total project beneficiaries, Contractor must provide number of persons in each of the sex, race and Hispanic origin categories; and by number of persons benefiting from activity by income status.

Total Project Male Female:
Beneficiaries _____ : _____

Please divide beneficiaries according to the following race categories breaking out those who are also Hispanic. Columns should total and grand total should equal total beneficiaries.

Race	Non-Hispanic	Hispanic also	Ethnicity	Total
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Grand Total				

Example: Total beneficiaries equals eleven persons. For each of your beneficiaries you should determine both their race and whether or not they would also be included in the Hispanic ethnicity. In this example, nine persons are considered White by the census bureau and four of those nine are Hispanic in ethnicity. Therefore, on the form those four would be marked in the row for White and the column for Hispanic. The remaining five White non-Hispanic staff would be listed on the row for White and the column for non-Hispanic. The total for the White Non-Hispanic and White Hispanic should equal the total for White beneficiaries. The remaining two persons are Black/African American and of those two, one is also Hispanic in ethnicity. So... one will be listed on the Black/African American row and the column listed as Hispanic ethnicity while the other will be listed on the Black/African American row but under the Non-Hispanic column. The total for all Black/African Americans will be two and the grand total for all beneficiaries should equal the total number of beneficiaries, in this case eleven.

Income Level	No. of Persons
Very Low (at or below 30% of the AMFI)	
Low (31-50% of the AMFI)	
Moderate (51-80% of the AMFI)	
Non-Low/Moderate (above 80% of AMFI)	
Total	
Subtotal – All Low/Mod	
Percent Low/Mod	

b. Contractor shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.

c. Contractor shall:

(1) Estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.

(2) Analyze the distribution of classes protected by federal fair housing laws on the basis of race, color, religion, sex, handicap (disability), national origin, and familial status within the community, where such information is available from the most recent Census or other official publications at the block or block group level.

(3) Use the base map at its contracted scale for illustrative purposes and create a Population Distribution Map showing the existing and projected population distribution for the planning period. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. Included on the map shall be census geographic boundary delineations as available from the most recent Census.

4. LAND USE INVENTORY, ANALYSIS AND PLAN

a. Contractor shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ), if significant development has occurred there.

b. Categories in classifying land uses shall include, as a minimum, the following:

- (1) Vacant (vacant developed or vacant undeveloped);
- (2) Agriculture (cultivated and range land - five or more acres);
- (3) Residential (single family, two family, multi-family, manufactured and mobile homes);
- (4) Commercial; (retail and services);
- (5) Industrial; (light and heavy);
- (6) Public and Semi-Public (schools, parks and public buildings); and
- (7) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.

c. Contractor shall prepare a color-coded Existing Land Use Map of the corporate area using the base map at its contracted scale. Contractor shall prepare a color-coded map of existing land uses within the planning area at appropriate scale, if the development within the ETJ or portion of the ETJ was determined to be significant in its potential impact on the city. Colors should conform to standard code.

d. Contractor shall make a tabulation of the existing land uses to show:

- (1) Total acreage by use;
- (2) Percentage of acreage in each land use;
- (3) Acres per 100 persons, or other standard for comparison purposes; and
- (4) Developed and undeveloped land as a percent of the total land.

e. Contractor should make an analysis of the community regarding past and potential developments and should report on factors affecting the development of land, such as those below:

- (1) Occupied dwelling units;
- (2) Existing land use;
- (3) Thoroughfares
- (4) Existing and anticipated population;
- (5) Soil characteristics as related to developments;

- (6) Adequacy of public utilities;
- (7) Adequacy of public facilities;
- (8) Storm drainage problem areas;
- (9) Natural and man-made constraints; and

f. Contractor shall prepare a goal(s) statement and annual land use related objectives and, using the base map at its contracted scale, Contractor shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. ECONOMIC DEVELOPMENT

1. HISTORIC DEVELOPMENT AND GENERAL CHARACTERISTICS

a. Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.

b. Contractor shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:

- (1) Development of the economy;
- (2) Physical growth of the community;
- (3) The relationship of the community to the region.

2. ECONOMIC BASE, "BARRIER ANALYSIS"

a. Contractor shall prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:

- (1) Retail facilities;
- (2) Wholesale facilities;
- (3) Service facilities;
- (4) Financial facilities;
- (5) Manufacturing facilities;
- (6) The physical facilities and rates for the following utilities and communication services:
 - (a) Electric;
 - (b) Water;
 - (c) Natural gas;
 - (d) Sewage and garbage disposal;
- (7) Transportation;
- (8) Quantity, quality and availability of raw materials;
- (9) Labor supply by sex, industry, and skills;
- (10) Available industrial sites and buildings to include:
 - (a) Location;
 - (b) Utility connections;
 - (c) Transportation;
 - (d) Availability.

b. Contractor shall determine to the extent possible the relationship of the elements inventoried to economic development potential. A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards, which should be stated in the report.

(1) Cost Factors:

- | | |
|-----------------------|------------------------------|
| (a) Wage levels | (g) Land/site costs |
| (b) Electricity costs | (h) Local property taxes |
| (c) Fuel costs | (i) Financing costs |
| (d) Water costs | (j) State costs |
| (e) Sewer costs | (k) Other(s), as appropriate |
| (f) Building costs | |

(2) Operating Condition Factors:

- | | |
|----------------------------------|---|
| (a) Unskilled labor supply | (k) Availability of air service |
| (b) Skilled labor | (l) Vocational education facilities |
| (c) Productivity | (m) Site availability |
| (d) Unionization | (n) School facilities |
| (e) Labor-management relations | (o) Medical services |
| (f) Electric power availability | (p) Natural features, resources, geography, etc. |
| (g) Water and sewer availability | (q) Others, such as, telecommunications, aesthetics, community receptivity, laws, community organizations, debt, etc. |
| (h) Gas availability | |
| (i) Common motor carrier service | |
| (j) Rail/freight service | |

c. Contractor shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.

d. Contractor shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and, determine whether the pattern of economic growth should be altered. Contractor shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

Contractor shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. The implementation strategy should focus on private and public investment and resources. The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:

- (1) Public/private sector projects and their costs;
- (2) Financing sources and incentives; and
- (3) Changes to policies, codes and ordinances that could improve the economic climate.

C. CENTRAL BUSINESS DISTRICT

1. COMMERCIAL AREA INVENTORY

a. Contractor shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:

- (1) The existing land use of the Central Business District;
- (2) Street rights-of-way and pavement widths, where applicable;
- (3) Locations and condition of sidewalks, curbs and gutters;
- (4) On and off-street parking;
- (5) Condition of buildings;
- (6) Location of traffic controls by types; and
- (7) Traffic volumes and turning movements for major streets, where available.

b. Contractor shall show the above inventory on a symbol-coded map at a 1" = 200' scale.

c. Contractor should prepare a sketch drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. ANALYSIS

Contractor shall analyze the findings above and should determine:

- a. The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
- b. A ratio of existing and projected commercial acreage;
- c. A ratio of used and vacant commercial floor area in the central business district; and
- d. Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. CENTRAL BUSINESS DISTRICT PLAN

a. Contractor shall prepare a goal(s) statement and annual Central Business District related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

b. In relation to recognized problems, goals and objectives, Contractor shall prepare recommendations that could visually improve the aesthetic values of the Central Business District considering possible:

- (1) Improvement to facades and alleyways;
- (2) Pedestrian walkways;
- (3) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
- (4) Removal of obsolete buildings and overhead utility lines.

c. Contractor shall prepare a Central Business District Plan at a scale of 1" = 200' to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District Plan map(s) shall, as a minimum include but not necessarily be limited to:

- (1) Any necessary rearrangement of land uses to improve compatibility;
- (2) Any necessary building relocation or reorientation in order to improve their usefulness; and
- (3) On and off-street parking areas.

d. Contractor shall present phased improvements, estimated costs and sources of funding.

D. STREET SYSTEM

1. STREET STUDY

a. Contractor shall determine if any prior studies have been made of part or all of the street system. Studies prepared on the system should be listed with the name of the firm that prepared the study, the date of the study, and brief description of relevant information.

b. Contractor shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:

- (1) Rights-of-way widths, as available;
- (2) Paving widths, types and condition of pavement;
- (3) Curb and gutter; and
- (4) Other data, concerning configuration, traffic flow, and street conditions, if appropriate and/or available.

c. Data from the Texas Department of Transportation shall be used to the maximum extent feasible.

d. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Street Conditions Map showing the existing street system inventory.

2. STREET SYSTEM ANALYSIS

a. Contractor shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.

b. Contractor shall determine the adequacy of the system to meet existing and forecasted needs and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. (See the "thoroughfares" component of this performance statement, if applicable.)

3. STREET PLAN

a. Contractor shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.

b. Using the base map at its contracted scale, Contractor shall prepare a Future Street Conditions Map. The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. THOROUGHFARE SYSTEM

1. INVENTORY OF MAJOR AND COLLECTOR STREETS

a. Contractor shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.

b. Contractor shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:

- (1) Peak hour and average daily traffic counts, where available;
- (2) Right-of-way widths;
- (3) Paving widths, types and condition of pavement;

- (4) Traffic control data;
- (5) Parking restrictions;
- (6) Curb and gutter;
- (7) Origin and destination information, where available;
- (8) Land use and traffic generator information; and
- (9) Truck routes.

c. Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.

d. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. THOROUGHFARE ANALYSIS

- a. Contractor shall list and rank problems related to the thoroughfares system.
- b. To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - (1) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - (2) Circulation studies prepared previously; and
 - (3) Street standards approved by the locality and State.

3. THOROUGHFARE PLAN

- a. Contractor shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
- b. In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, Contractor shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area. Using the base map at its contracted scale for illustrative purposes, Contractor shall show phased improvements on a Future Improved Thoroughfares Map.
- c. Contractor should prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during the planning period.

F. WATER SYSTEM

1. WATER SYSTEM INVENTORY

- a. Contractor shall make a review of all prior studies and other available data on the existing water system. Previous engineering and planning studies prepared on the system should be listed with the date and name of the firm that prepared the study.
- b. Contractor shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:

- (1) Location of lines, valves, fire hydrants, and line sizes;
- (2) Location and capacity of ground and elevated storage facilities;
- (3) Location and capacity of wells and pumps;
- (4) Location and capacity of water treatment facilities, as appropriate; and
- (5) Condition of system elements and other system data, as available.

c. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.

d. Contractor shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. WATER SYSTEM ANALYSIS

a. Contractor shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:

- | | |
|----------------------------|---|
| (1) Water quality; | (6) Water costs to city; |
| (2) Storage facilities; | (7) Water cost to customers and review of current and |
| (3) Availability of water; | future needs; and |
| (4) Water pressure; | (8) Operation procedures. |
| (5) Distribution lines; | |

b. Contractor shall determine the adequacy of the system to meet existing and forecasted needs.

c. Contractor shall evaluate the local system's capability to provide water under drought conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.

d. Contractor shall evaluate the local system's capability to provide water and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. WATER SYSTEM PLAN

a. Contractor shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.

b. The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.

c. As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, Contractor shall include drought and conservation plans in its overall water system plan.

d. Using the base map at its contracted scale for illustrative purposes, Contractor shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. WASTEWATER SYSTEM

1. WASTEWATER SYSTEM INVENTORY

a. Contractor shall make a review of all information regarding the existing wastewater system. Engineering and planning studies prepared previously should be listed with the date and name of the firm that prepared the study.

b. Contractor shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:

- (1) Location, condition, and size of lines as available;
- (2) Location of manholes and cleanouts;
- (3) Location and capacities of lift stations; and,
- (4) Treatment facility and operation arrangement.

c. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.

d. Contractor shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. WASTEWATER SYSTEM ANALYSIS

Contractor shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:

- (1) Infiltration;
- (2) Industrial waste and special treatment facilities;
- (3) Operational procedures;
- (4) Unserved areas; and
- (5) Characteristics of the soil and terrain affecting collection treatment.

3. WASTEWATER SYSTEM PLAN

a. Contractor shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.

b. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.

c. Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. STORM DRAINAGE SYSTEM

1. STORM DRAINAGE INVENTORY

- a. Contractor shall make a review of all available information on storm drainage within the city. If any engineering and planning studies have been prepared on drainage, they should be listed with the firm name and date.
- b. Contractor shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - (1) Location of drainage ways;
 - (2) Location of 100 years flood hazard areas; and
 - (3) Identification of areas within the community where local flooding has occurred.
- c. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. STORM DRAINAGE ANALYSIS

- a. Contractor shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- b. Contractor shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated. Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. STORM DRAINAGE PLAN

- a. Contractor shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
- b. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. RECREATION AND OPEN SPACE

1. RECREATION AND OPEN SPACE INVENTORY

- a. Contractor shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - (1) Location, type and use of public parks;
 - (2) Location and type of public recreation facilities, including public school facilities;
 - (3) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.

- b. Contractor shall identify the service area of the parks and recreational opportunities it provides.
- c. Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- d. Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. **RECREATION AND OPEN SPACE ANALYSIS**

- a. In coordination with city officials, Contractor shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- b. Contractor shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- c. Contractor shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- d. In consonance with the recommended standards, Contractor shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- e. Contractor shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. **RECREATION FACILITIES AND OPEN SPACE PLAN**

- a. In cooperation with municipal agencies, Contractor shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- b. In relation of existing facilities, recognized problems, and in consonance with goals and objectives, Contractor shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - (1) Recommendations for improvements and expansion to existing facilities;
 - (2) Recommendations for the general location of new facilities;
 - (3) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - (4) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - (5) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - (6) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- c. Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - (1) Phasing of clear and measurable priorities;
 - (2) Timeline for completion;
 - (3) Estimated cost by project; and

(4) Possible sources of funding.

d. Contractor should submit to Department proof of plan adoption by resolution of the governing body.

e. Contractor should update plans every two years and develop a new plan every five years.

J. CAPITAL IMPROVEMENTS PROGRAM

1. FINANCIAL ANALYSIS

Contractor shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:

- (1) Past, present, and anticipated sources and amounts of income;
- (2) Annual budgets;
- (3) Operating costs;
- (4) Direct and overlapping public debt;
- (5) Outstanding municipal bonds and their schedule of retirement;
- (6) Public improvements financing practices; and
- (7) Recommended standards concerning debt limitations.

2. CAPITAL NEEDS LIST

a. Based on the previous studies, and all capital needs, Contractor shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. Contractor shall classify the type of capital improvements according to guidelines, such as:

- (1) Mandatory: Those which protect life or health.
- (2) Necessary: Those which are important public services.
- (3) Desirable: Those which replace obsolete facilities.
- (4) Acceptable: Those which reduce operating costs.

b. Contractor shall report possible effects of each identified capital improvement need and/or recommended capital improvements on members of classes protected under federal Fair Housing law(s), taking into consideration geographic concentration and other-analysis required in Section A.3.c. of this Performance Statement. Contractor shall analyze and report the effects each improvement may have on the following:

- (1) Affordable housing opportunities outside of areas of geographic concentration of protected classes;
- (2) Residents of areas with concentrations of protected classes whether the proposed project provides city-wide or target area benefit;
- (3) Equal treatment and access for disabled persons to public facilities throughout the community;
- (4) Other Fair Housing goal(s), as appropriate.

3. CAPITAL IMPROVEMENTS PROGRAM

a. In consonance with the capital needs list and in coordination with the city's budget, Contractor shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.

- b. A map shall be prepared to show the projects by type and year of construction. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. (See Basic Planning Activities component of this Exhibit A, Performance Statement). Included on the map shall be census geographic boundary delineations as available from the most recent Census.

K. SUBDIVISION ORDINANCE

1. ORDINANCE DEVELOPMENT

- a. Contractor shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- b. The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. ORDINANCE REVIEW

- a. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- b. Contractor shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. ZONING

1. ORDINANCE DEVELOPMENT

- a. Contractor shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan. Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws, including affirmatively furthering fair housing and reducing or eliminating disparate treatment of classes protected under federal Fair Housing law(s).
- b. Based on the Land Use Plan and other plans related to physical development of the municipality, Contractor shall have prepared a Zoning District Map using the base map at its contracted scale.

2. ORDINANCE REVIEW

- a. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning, particularly that it has positive influence in the effort to promote fair and affordable housing.
- b. The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption and be submitted to the Department as provided herein.

M. CERTIFICATIONS, PRESENTATIONS, REPORTS AND PUBLICATIONS

1. In addition to other requirements placed on Contractor regarding its certifications of contract compliance, Contractor shall ensure passage of a local resolution after a final summary is presented to the executive government that is prerequisite to final reimbursement under this contract. The local resolution shall indicate and state:

- a. Local officials' participation in preparing and reviewing planning documents for local needs, contract compliance, and the final presentation of the plan at the final hearing and/or meeting met or exceeded a one (1) hour minimum requirement set forth by this contract;
- b. Goals and objectives developed for each contracted planning element were presented, discussed, reviewed and established by local officials;
- c. Inventory, analyses, plans and maps associated with them required under contract were presented, discussed and reviewed by local officials;
- d. Capital needs listed and ranked within the reports were presented, discussed, and reviewed by local officials;
- e. Opportunities were provided for citizen participation in the planning process;
- f. Local review established that the planning documents are suitable as policy guides for the locality;
- g. Local efforts in plan(s) preparation were intended to eliminate impediments to fair housing and support equitable distribution of the plans' benefits;
- h. Contracted planning documents are accepted by the city as substantiation for payment requisition to the Department, and for Contractor's payment to its consultant(s); and
- i. Statement of how the contractor intends to use its planning documents prepared under the contract.

2. One paper hard copy of each study produced under this contract shall be submitted to the Department for review and comment. All work, including mapping that is folded and not rolled, shall be published in an 8 1/2" by 11" report. A letter from Contractor shall accompany the report and include an attached itemization and/or a description where each requirement of this performance statement can be found within each report to include chapter, page and paragraph.

3. ONLY ONE (1) TYPE OF MAPPING SOFTWARE SHOULD BE USED FOR ALL MAPS REQUIRED UNDER THIS CONTRACT. Contractor shall maintain source map data (original vector data) and the graphic data in data files on machine readable media which are compatible with computer systems owned or readily available to the local government. 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 maps shall be maintained in written form. Contractor shall provide the Department a letter signed by the authorized signatory attesting to the receipt of such data.

4. Contractor shall provide the Department a compact disk (CD) media, written in Adobe Acrobat portable document format (*.pdf), that contains the narrative and mapping prepared under this contract. The CD shall also contain source map data (original vector data).

Contractor shall ensure that the CD contents and label are properly identified. Specifically, the CD contents and label shall show the locality name, contract number, planning period covered by the report, topics included within the CD report (on the CD), and preparer's name and date of preparation. Complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the texts and maps shall be provided to the Department in the locality's closeout letter from Contractor and be shown on the compact disk label.

5. Each element requiring mapping shall have separate inventory and plan maps, as stated within each element's performance requirements. All requested maps required herein, with the exception of aerial maps, may be reduced in size if legible and included in appropriate reports. Two (2) 8" x 10" prints with accompanying electronic data may be submitted to the Department in lieu of full-scale aerial maps.

6. All reports, maps, CD labels, and other products completed as a part of this contract, other than documents prepared exclusively for internal use by the Department, shall carry the following notation on the front cover, CD label, or a title page and on the face of maps:

FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE. The preparation of this document was financed through provisions of a Texas Community Development Block Grant with funds allocated by the U.S. Department of Housing and Urban Development.

7. Any article or other work submitted by Contractor for publication must include a disclaimer as stated in the Special Conditions:

The Texas Department of Agriculture in conjunction with the United States Department of Housing and Urban Development furnished financial support to the activity described in this publication which does not necessarily indicate the agreement of the Texas Department of Agriculture or of the United States Department of Housing and Urban Development with the statements or conclusions contained in this publication.

8. When advertising the final public hearing, Contractor shall ensure that the newspaper notice indicates that the planning documents prepared under this contract are available for review at least twelve (12) days prior to the final hearing to evaluate Contractor's performance under the contract.

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider discuss and act upon appointing new Building & Property Standards Commission member
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	<ul style="list-style-type: none"> • Application from Lance Hudson • Application from James E. Riley II
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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

Application

2017 FEB 16 AM 11:17

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Lance T Hudson Home Phone 817-658-0105
Home Address: 201 Summit St Work Phone _____
Cell Phone 817-658-0105 Farmersville, TX
Mailing Address: Same Email Address: lhudson5859@gmail.com
Are you a Farmersville resident? Please circle: ☒ Yes or No If Yes, how long? 1.5 yrs
Are you a registered voter? Please circle: ☒ Yes or No
Are you in the Farmersville Independent School District? Please circle: ☒ Yes or No
Occupation: Contractor Employer: Hudson & Hudson Homes, LLC
State details of previous experience on any City Boards or Commissions (in any City):
I am a business owner in Farmersville. My family
owns a contracting company. We also remodeled a home
in town. I want to help Farmersville with codes and
List memberships in any civic organizations: Compliance. Farmersville is a great place to
live & I want to keep it that way.

In Order of Preference from 1 through 8
If you do not wish to serve on a particular board please leave it blank.

- 1 Building and Property Standards Commission
3 Farmersville Community Development Corporation Board (4B)
Farmersville Economic Development Corporation Board (4A)
Library / Civic Center Board
Main Street Board
Parks and Recreation Board
2 Planning and Zoning Commission
Senior Citizens Advisory Committee

Signature [Signature] Date 1-27-17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Your Community Needs YOU

If you have always wanted to be a part of the decision-making process in Farmersville, serving on one of the boards or commissions is a great way to get involved.

City government is built on the foundation of concerned and caring citizens becoming actively involved in local government. The members of the various boards and commissions help in setting the direction of Farmersville's future.

Each board or commission has a three year term, except where indicated otherwise, with two consecutive terms maximum. After two consecutive terms on a board/commission a member is eligible for re-appointment to the same board or commission after a one term lapse.

All appointees must subscribe to the City's Code of Ethics as adopted by ordinance. A copy of the Code of Ethics will be given to you upon receipt of your application.

Please complete and return the following Application for Appointment to City Boards and Commissions by indicating, in order of preference from 1-8, the boards or commissions you would most like to serve. Council will review all applications during the appointment process. If you would like a more detailed description of each board or commission, call City Hall 972-782-6151 for a copy of the handbook.

All applications are kept for one year so there will always be an available pool of interested citizens to fill vacancies that may arise during the year.

----- cut here -----

Please return your application to City Hall by March 31st.

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: James E. Riley II Home Phone 972-782-6239
Home Address: 410 Summit Work Phone 903-575-4144 Fire station
Mailing Address: 410 Summit Farmersville TX 75442 Email Address: hulasmowing@yahoo.com
Cell Phone 903-450-3427

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 42 yrs. Are you a registered voter? Please circle: Yes or No

Occupation: Fire Fighter / Paramedic Employer: Mt. Pleasant Fire dept.

State details of previous experience on any City Boards or Commissions (in any City):

NONE

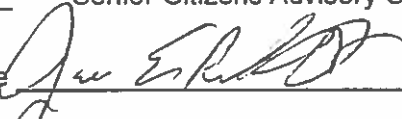
List memberships of any civic organizations:

FARMERSVILLE Masonic Lodge. Shriners (Hells temple)
Mt Pleasant Professional FireFighters Local 5069

In Order Of Preference from 1 thru 8 Indicate which board(s) you would like to serve. If you do not wish to serve on a particular board please leave it blank.

- ☒ Building and Property Standards Commission
- ☐ Farmersville Community Development Corporation Board (4B)
- ☐ Farmersville Economic Development Corporation Board (4A)
- ☐ Library / Civic Center Board
- ☐ Main Street Board
- ☐ Parks and Recreation Board
- ☐ Planning and Zoning Commission
- ☐ Senior Citizens Advisory Committee

Signature



Date

5/5/2016

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442. A copy of the City's Code of Ethics will be mailed to you upon receipt of your application.

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss and act upon Resolution #2017-0425-001 regarding the Chamber of Commerce Yards of Yard Sales citywide participation and tourism effort.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	<ul style="list-style-type: none"> • Letter from Chamber of Commerce • Interlocal Agreement with Chamber of Commerce • R-2017-0425-001 • Fee for Garage Sales (Master Fee Schedule)
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

Farmersville Chamber of Commerce
201 South Main Street
Farmersville, TX 75442



April 17, 2017

Mr. Ben White
City Manager

Mayor & City Council Members
City of Farmersville

Mr. White,

The City wide Yards of Yard Sales have been a part of Farmersville's annual events for several years with the permit fees waived by the City of Farmersville. Each year there are fewer registered participants and more requests from adjoining towns and residents living outside the city limits to participate. In an effort to continue this event we would like your permission to open this Saturday (June 3, 2017) up to anyone interested in having a sale without having to secure permits if they have a Farmersville address. To attract more participants, and make this a hassle-free event we no longer require registration, although we continue to promote the event on our website and in our eNews.

A handwritten signature in cursive script that reads "Lisa Eastman".

Lisa Eastman, Executive Director

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FARMERSVILLE AND
THE FARMERSVILLE CHAMBER OF COMMERCE FOR OPERATION OF
THE VISITOR CENTER**

This Agreement ("Agreement") is made by and among the City of Farmersville, Texas ("City"), and the Farmersville Chamber of Commerce ("Chamber"), each acting by and through its authorized representative, as follows, that

WHEREAS, the City and the Chamber have found it advisable to enter into an Interlocal Agreement for the provisions of property and services relating to maintenance and operation of the Visitor's Center; and

WHEREAS, the City is the owner of property located at 201 South Main Street known as the Visitor's Center ("the Property").

WHEREAS, the Chamber does not have the financial resources available at this time to purchase a separate location, perform necessary maintenance and repairs and pay the utility bills for the Property when required; and

WHEREAS, the City wishes to enter into an Interlocal Agreement with the Chamber in order to perform necessary maintenance, construction, and repairs and pay the utility bills for the Property as required; and

WHEREAS, the Chamber will staff the Visitors Center; and

WHEREAS, the governing bodies of each party find that this project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Interlocal Agreement; and

WHEREAS, the parties desire to enter into an agreement for the sharing of such services and the costs associated therewith, including operation of a Center, in order to provide a Center for the City;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

SECTION 1. Purpose; Operation of Visitor Center.

The Chamber will be solely responsible for staffing and operation of the Center in the City's auxiliary building adjacent to City Hall, located at 201 South Main Street. The Chamber will establish the duties of its personnel, set the hours of operation, provide for office equipment and supplies, postage, advertising, and determine the dress code of its personnel. Operation of the Center provides an important service to existing citizens, visitors to the City and to Chamber members.

SECTION 2. Visitor Center, Duties of Chamber and City.

- a) The Center, currently owned by the City, will be operated by the Chamber during the term hereof, pursuant to this Agreement, in consideration and exchange for which the Chamber may use and occupy the building as its office during such term, without rent payment to the City for such use and occupancy.

- b) The Center's operational policy shall be further developed by the Chamber and made as Exhibit "A".
- c) City will provide, at its sole cost, property and public liability insurance, routine maintenance of the building, refuse removal, electric, water, gas, telephone utilities, and long distance service for the Center. The City will also provide Information Technology infrastructure that includes internet connection and networking infrastructure. This support will exclude hardware and software purchases. If the need arises for website services, the City will provide these services through a separate agreement specifically designed to the needs and ongoing services of the website.
- d) Any complaints received by the City concerning operation of the Center shall be investigated and considered by the City Manager, who shall then report to the City Council and the Chamber Board, with his recommendation, and a final determination shall be made by the City Council after consultation with the Chamber Board.
- e) The term of this Agreement shall be annually from October 1 through September 30, and shall automatically renew for an additional one year term thereafter, after review and acceptance by both parties, before October 1 of the following year.

SECTION 3. Miscellaneous.

- a) Any notice required or permitted to be delivered in connection with this Agreement shall be deemed received when hand delivered or when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto.
- b) This Agreement constitutes the only agreement of these parties with regard to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.
- c) This Agreement may be amended by the mutual written agreement of the parties prior to October 1.
- d) Either party may terminate its participation in this Agreement by furnishing thirty (30) days' written notice to the other party of such intent. In no event shall the City have any financial responsibility for the costs of employment of Chamber personnel under the terms of this Agreement.
- e) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement, which shall be construed as if such invalid provision had never been contained herein.

SECTION 4. The Chamber agrees to enter into a lease with the City in the form of this Interlocal Agreement for an initial term of one (1) year which lease shall automatically renew for 99 successive one-year terms in exchange for rent/lease free use of the Property and perform necessary maintenance, construction, and repairs to the Property as required.

SECTION 5. The City will pay for all materials and labor required for improvements and maintenance to the Property unless a specific project which will enhance the use of the Property solely by the Chamber. In such case, the Chamber will be responsible for all materials and labor required for the specialized improvements to the Property.

SECTION 6. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

SECTION 7. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

SECTION 8. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

SECTION 9. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

SECTION 10. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

SECTION 11. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

SECTION 12. This agreement shall be effective upon execution by both parties for an initial term of one year and shall thereafter automatically renew 99 successive one-year terms.

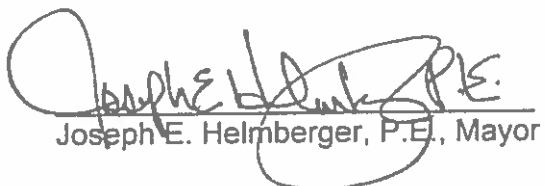
SECTION 13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

SECTION 14. Each person signing this Agreement hereby confirms that any requisite approvals from the governing body of such signatory have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

This Agreement shall be effective as of the 26th day of February, 2013.

EXECUTED by the parties hereto on the dates shown below.

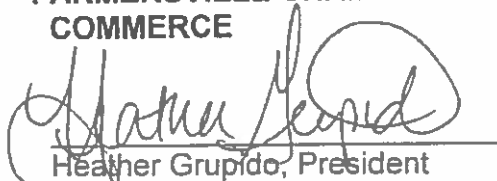
THE CITY OF FARMERSVILLE, TEXAS


Joseph E. Helmberger, P.E., Mayor

Attest:


Edie Sims, City Secretary

**FARMERSVILLE CHAMBER OF
COMMERCE**


Heather Grupido, President



**CITY OF FARMERSVILLE
RESOLUTION #2017-0425-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE,
TEXAS, SUPPORTING THE CHAMBER OF COMMERCE ANNUAL YARDS OF
YARD SALES**

WHEREAS, the Farmersville Chamber of Commerce and the City of Farmersville hold an annual Yards of Yard Sales to encourage community participation; and

WHEREAS, to stimulate a positive atmosphere and promote tourism inside the City; and

WHEREAS, to provide an opportunity for community activities; and

WHEREAS, the annual Yards of Yard Sales provides an opportunity for all citizens to participate without paying any associated fee.

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

The City of Farmersville City Council does recognize and support the annual Chamber of Commerce Yards or Yard Sales event.

PASSED AND APPROVED this the 25th day of April, 2017.

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Garage Sale Permit	\$7.00 each (only 4 per year)
Annual license application for Sexually Oriented Business	\$250 (5.105.5)
Billiard Table and coin operated gaming machines license	25% of State occupation tax (currently set at \$60), annually (5.108.11 A)
Release of sealed coin operated gaming machines	\$5.00 (5.108.11B)
Application for circus license	\$50 (6.109.5)

SECTION 21: Towing and Storage Fees (C of O, Article IV, Section 4-3 Towing and storage fees)

Service	
Vehicle Towing and impoundment	\$132.50
Daily storage fee	\$15.00

SECTION 22: Apparatus, Tool, Equipment and Material Rentals (C of O, Article IV, Section 4-1, Apparatus, tool, equipment and material rentals)

Apparatus		
Unit of Measure (per item)	Apparatus	Price per Hour
Engine	Class A engine	\$520
Aerial	Aerial	\$520
Rescue Unit	Rescue (heavy)	\$620
Brush Unit	Brush Truck	\$420
Command Unit	Command car/truck	\$220
PPV Fan	PPV fan	\$55
Generator	Portable Generator	\$55
Generator	Generator	\$55
Saw	Chain Saw	\$45
Pump	Portable pump	\$95
Pump	Float pump	\$65
Fire Equipment		
Tool	Price	Unit of measurement
Foam nozzle	\$55	Per incident
Foam eductor	\$50	Per incident
AFFF foam	\$40	Per gallon
Class A foam	\$25	Per gallon
Piercing nozzle	\$40	Per incident
MS fog nozzle	\$55	Per incident
M/S straight bore nozzle	\$30	Per incident

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and act upon the approval of the City's emergency management coordinator for the Collin County inter-jurisdictional Emergency Management Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Emergency Management paperwork
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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



COLLIN COUNTY

Emergency Management
4300 Community Avenue
McKinney, Texas 75071
(972) 548-4383
FAX (972) 548-4747

October 21, 2016

205 S. Main Street
Farmersville, TX 75442

Dear Mayor Diane Piwko:

The Collin County inter-jurisdictional Emergency Management Plan has been updated and adopted by the Collin County Commissioners Court. This plan is required for each municipality under Title 37 Texas Administrative Code Chapter §7.12: Each county and incorporated city in Texas shall maintain an emergency management agency or participate in a local or inter-jurisdictional emergency management agency and Texas Government Code Chapter 418 Subchapter E Section 106: Each local and inter-jurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery.

A copy of the updated emergency management plan is included on the enclosed CD. In addition, the State of Texas has requested that each jurisdiction complete a form with their appointed emergency management coordinator's contact information. Please sign the enclosed Emergency Management Plan signature page, as well as, complete the Texas Division of Emergency Management form, and return them to the Collin County Office of Emergency Management.

If you have any questions or concerns, please give me a call at our office at (972) 548-5535 to discuss this with you in more detail.

Sincerely,

James McCrone

Collin County Emergency Management Coordinator

Attachments:

1. Collin County Comprehensive Emergency Management Plan
2. Jurisdiction Mayoral Signature Page
3. TDEM 147 for designation of Emergency Management Coordinator
4. Commissioners Court Order No. 2016-782-10-10



COLLIN COUNTY

EMERGENCY OPERATIONS PLAN

Signature Page

Mayor, City of Farmersville

Date



COLLIN COUNTY

EMERGENCY OPERATIONS PLAN

Signature Page

Mayor, City of Farmersville

Date

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: "The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information." This form is used to make the required notification to TDEM.

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and telephone numbers rather than home addresses and telephone numbers.

COUNTY:	Collin	(Required)
Jurisdiction:	City of Farmersville	(City or County Name)
Official's Title:	Mayor	(Mayor/Judge)
Name:	Diane C. Piwko	(First & Last Name)
Mailing Address:	205 S. Main St.	(The best address to receive mail)
City, State, Zip:	Farmersville, Tx 75442	
Office Number:	972-782-6151	
Cell Number:	214-914-1124	
Fax Number:	972-782-6604	
E-mail:	d.piwko@farmersvilletx.com	(Please include - this is a back up for mailing)

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

- ☐ I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.
- ☒ I HAVE appointed/re-appointed the Emergency Management Coordinator identified below to conduct the emergency management program for this jurisdiction. The effective date of the appointment is: _____
- ☐ We share our EMC with _____ (name of jurisdiction).

If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayors must sign this form (See second page for additional signature blocks.)

EMERGENCY MANAGEMENT COORDINATOR

	Coordinator	Asst Coordinator
Name:	Michael Sullivan	
Mailing Address:	205 S. Main St.	
City, State, Zip:	Farmersville, Tx 75442	
Office Phone:	972-782-6141	
Cell Number:	972-979-5581	
Fax Number:	972-782-7693	
E-mail Address:	m.sullivan@farmersvilletx.com	
Emergency Operations Center Number:		

Judge's or Mayor's Signature

Date

PLEASE RETURN TO:

Texas Division of Emergency Management
Operations Section
PO Box 4087
Austin, TX 78773-0220

Phone: (512) 424-2208 Email: soc@dps.texas.gov

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Adoption, Collin County Comprehensive Emergency Management Plan – Emergency Management

On October 10, 2016, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb


County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4


During such session the court considered a request for approval to adopt the Collin County Comprehensive Emergency Management Plan.

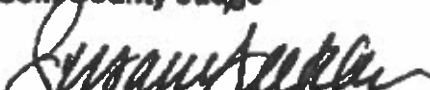
Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to adopt the Collin County Comprehensive Emergency Management Plan. Same is hereby approved in accordance with the attached documentation.





ATTEST:



Stacy Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, TEXAS


Keith Self, County Judge


Susan Fletcher, Commissioner, Pct. 1

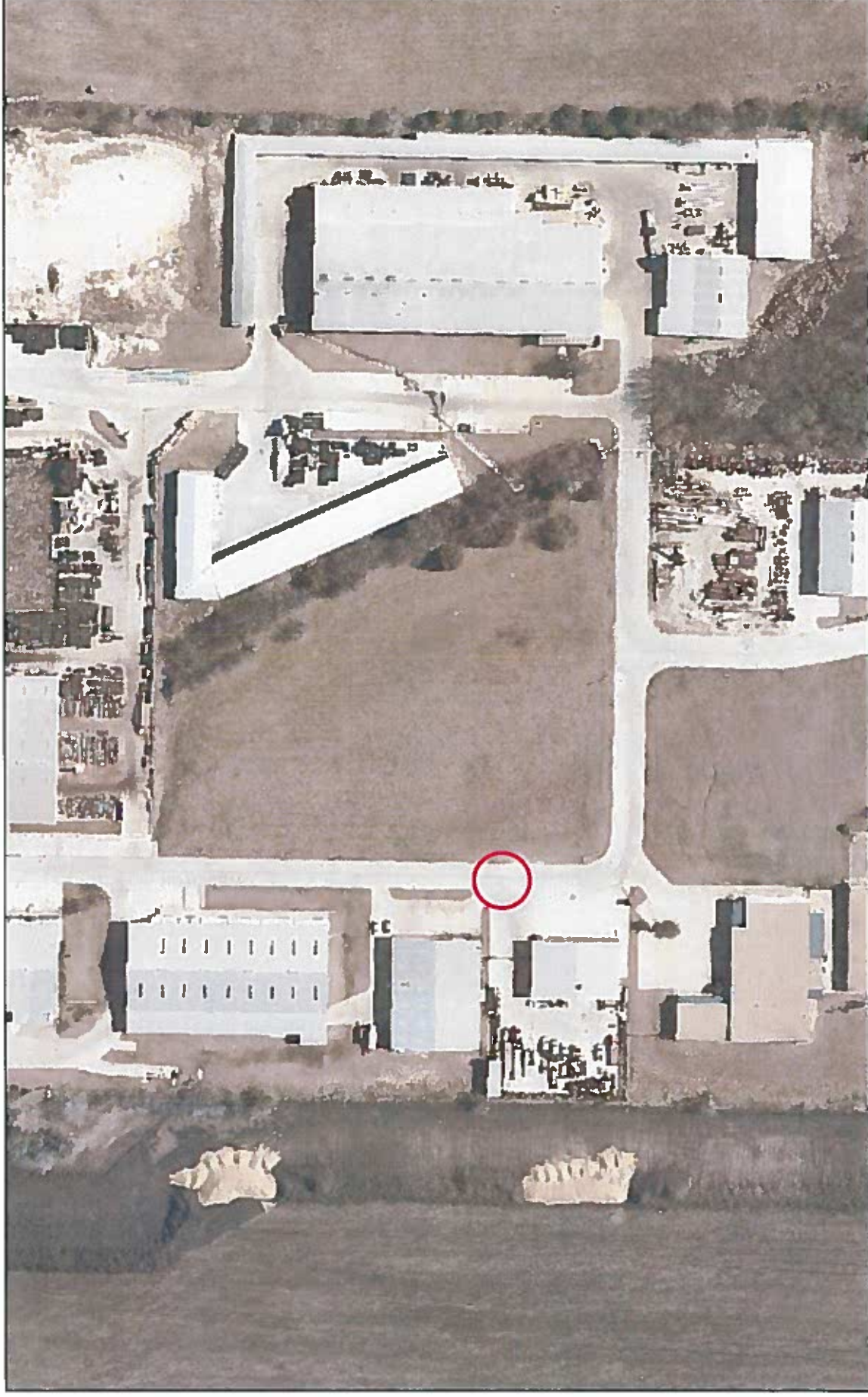

Cheryl Williams, Commissioner, Pct. 2


Chris Hill, Commissioner, Pct. 3


Duncan Webb, Commissioner, Pct. 4

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act regarding street improvements on roadway adjacent to Wylie Drilling.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Map
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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

Wyllie Drilling



April 21, 2017

1:2,257
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km
Sources: Esri, HERE, DeLorme, Intermap, increment P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Kadaster NL, Ordnance Survey.

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Consider, discuss and act regarding resignation from Senior Citizens Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Memo
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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

MEMO

To: Mayor and Council

From: Senior Citizen Advisory Committee

Due to the lack of attendance the Senior Citizen Advisory Committee request Patricia Jablonski be replaced on the committee. Our By-laws state if a committee member misses 3 or more consecutive meetings you will be replaced on the Committee.

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss and act upon R-2017-0425-002 regarding the support for funding Collin County roadway projects.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	R-2017-0425-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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
RESOLUTION # R-2017-0425-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, SUPPORTING THE DEVELOPMENT OF A 2017 COLLIN COUNTY BOND PROGRAM THAT WOULD ALLOCATE FUNDING TO THE DEVELOPMENT OF LIMITED ACCESS ROADWAY SYSTEMS IN COLLIN COUNTY.

WHEREAS, Collin County has adopted a strategic approach to transportation planning; and

WHEREAS, that strategic approach requires developing a master plan for mobility to serve the population and employment of Collin County at the time that it is fully developed; and

WHEREAS, Collin County has projected the population, employment, and traffic when the County is fully developed; and

WHEREAS, the Commissioners Court of Collin County has established the planning priority that includes planning for a limited access roadway system (LARs); and

WHEREAS, planning for a fully developed County LARs system requires the partnership of all entities in the County that are involved in the provision of transportation; and

WHEREAS, funding is not yet determined for LARs projects; and

WHEREAS, Collin County is examining the possibility of a bond election in November 2017 to fund the beginning stages of the LARs system; and

WHEREAS, Collin County is leading the effort to build consensus for a Bond Election in November 2017.

WHEREAS, the City of Farmersville acknowledges that planning for transportation for the full-developed condition is vital to the health, welfare, and quality of life of the current and future residents of the City; and

WHEREAS, the City of Farmersville acknowledges that it has a role in the planning and implementation of future transportation systems in and around the City;

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Farmersville, hereby supports the development of a 2017 Collin County Bond program that would allocate funding to the development of a LARs system in Collin County.

DULY PASSED, AND APPROVED this the 25th day of April, 2017.

APPROVED:

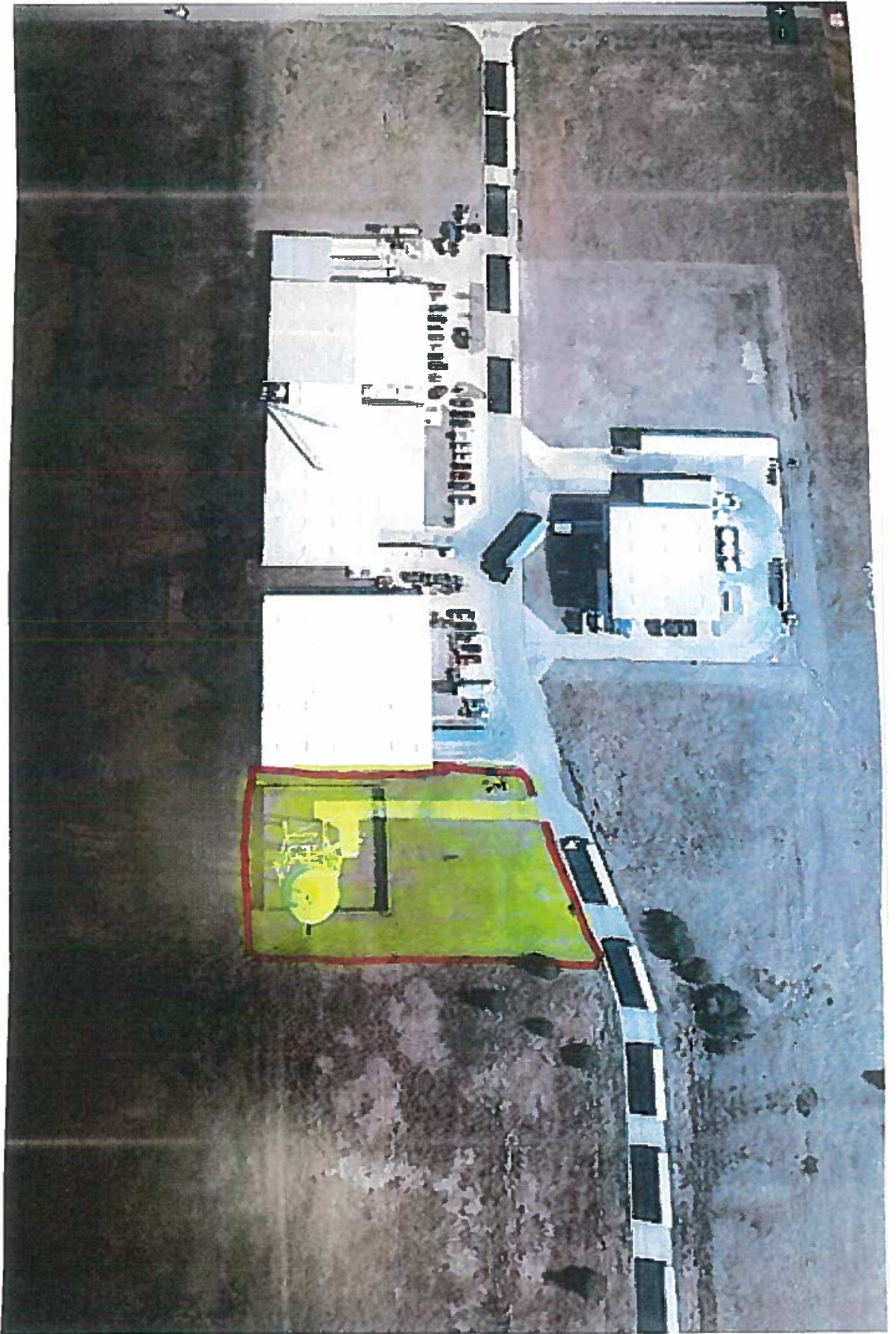
Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.K
Subject	Update from Main Street regarding planning a citywide celebration for the City obtaining the National Historical designation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Randy Rice, Main Street Vice-President, to give update • 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

Agenda Section	Regular Agenda
Section Number	VI.L
Subject	Consider, discuss and act upon a parking lot for businesses on Bob Tedford Dr.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Map
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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



BOB TEDFORD DRIVE

VII. Requests to be Placed on Future Agendas

VIII. Adjournment