

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the 2 nd reading of Ordinance #2017-0425-001 updating the City Building Codes to the 2015 Editions.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	O-2017-0425-001
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 another agenda. _____ • No motion, no action

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING CHAPTER 14, "BUILDING AND BUILDING REGULATIONS," THROUGH THE AMENDMENT OF CERTAIN SECTIONS OF ARTICLE II, "BUILDING AND TECHNICAL CODES," AND CHAPTER 29, "FIRE PREVENTION AND CONTROL," THROUGH THE AMENDMENT OF CERTAIN SECTIONS OF ARTICLE III, "FIRE CODE," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, AS IDENTIFIED HEREIN-BELOW, TO PROVIDE FOR THE ADOPTION OF THE *INTERNATIONAL BUILDING CODE*, 2015 EDITION, *INTERNATIONAL RESIDENTIAL CODE*, 2015 EDITION, *NATIONAL ELECTRICAL CODE*, 2017 EDITION, *INTERNATIONAL MECHANICAL CODE*, 2015 EDITION, *INTERNATIONAL PLUMBING CODE*, 2015 EDITION, *INTERNATIONAL FUEL GAS CODE*, 2015 EDITION, *INTERNATIONAL EXISTING BUILDING CODE*, 2015 EDITION, *INTERNATIONAL ENERGY CODE*, 2015 EDITION, *INTERNATIONAL PROPERTY MAINTENANCE CODE*, 2015 EDITION, AND THE *INTERNATIONAL FIRE CODE*, 2015 EDITION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City has previously adopted the 2006 Editions of the *International Building Code*, *International Residential Code*, *International Mechanical Code*, *International Plumbing Code*, *International Fuel Gas Code*, *International Existing Building Code*, *International Energy Conservation Code*, and the *International Property Maintenance Code*, in addition to the 2009 Edition of the *International Fire Code* and the 2008 Edition of the *National Electric Code*; and

WHEREAS, the City Council of the City of Farmersville, Texas, now desires to adopt the most recent versions of the *International Building Code*, 2015 Edition, *International Residential Code*, 2015 Edition, *National Electrical Code*, 2017 Edition, *International Mechanical Code*, 2015 Edition, *International Plumbing Code*, 2015 Edition, *International Fuel Gas Code*, 2015 Edition, *International Existing Building Code*, 2015 Edition, *International Energy Code*, 2015 Edition, *International Property Maintenance Code*, 2015 Edition, and the *International Fire Code*, 2015 Edition, and all amendments thereto, and finds that it is in the best interest of the City of Farmersville to adopt said Codes to serve as the building regulations governing construction, alteration, remodeling, enlargement, and repair of buildings within the City of Runaway Bay; and

WHEREAS, the City Council of the City of Farmersville, Texas, does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals, and general welfare of the City of Farmersville.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. INTERNATIONAL BUILDING CODE UPDATED

- A. From and after the effective date of this Ordinance, Division 2, "Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-54, "Adoption of International Building Code, 2006 edition," in its entirety and replacing said section with a new Section 14-54 entitled "Adoption of *International Building Code*, 2015 Edition," to read as follows:

"Sec. 14-54. - Adoption of *International Building Code*, 2015 Edition.

The *International Building Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as the Building Code for the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Building Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Building Code*, 2015 edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Building Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. Any and all references in this article to the Uniform Building Code shall mean the *International Building Code*, 2015 Edition, as amended. A copy of the *International Building Code*, 2015 Edition, together with such other amendments

as are set forth herein, referred to in this Division 2 shall be kept on file in the office of the City Secretary."

- B. From and after the effective date of this Ordinance, Division 2, "Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is further amended by deleting Section 14-55, "Amending *International Building Code*; certain roof coverings prohibited," in its entirety and replacing said section with a new Section 14-55 also entitled "Amending *International Building Code*; certain roof coverings prohibited," to read as follows:

"Sec. 14-55. - Amending *International Building Code*; certain roof coverings prohibited.

- (a) The *International Building Code*, 2015 Edition, shall be amended as follows:

- (1) Studs: 16-inch centers, minimum.
- (2) Ceiling joists: Two inch by six inch minimum on 16-inch centers.
- (3) Decking: One-half-inch minimum.
- (4) Section 1805.8.2 shall be amended to read:

Slab on ground, raft, or mat foundations shall be designed and constructed in accordance with the thickness requirements for concrete parking lots. Commercial will have a minimum six-inch concrete slab and industrial will have a minimum eight-inch concrete slab.

- (b) In addition to any other restrictions of the City regarding roof coverings, the installation of wood shingle or shake roof on any structure hereafter constructed in the City is prohibited."

SECTION 3. INTERNATIONAL RESIDENTIAL CODE UPDATED

From and after the effective date of this Ordinance, Division 3, "Residential Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-86, "Adoption of *International Residential Code for One- and Two-Family Dwellings*, 2006 edition," in its entirety and replacing said section with a new Section 14-86 entitled "Adoption of *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition," to read as follows:

“Sec. 14-86. - Adoption of International Residential Code for One- and Two-Family Dwellings, 2015 Edition.

- (a) The *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses not more than three stories in height in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the city and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, together with such other amendments as are set forth herein, referred to in this Division 3 shall be kept on file in the office of the City Secretary.
- (b) The following sections are excepted from adoption:
 - (1) Part VIII-Electrical, Chapter 33 through Chapter 42.
- (c) The following sections are revised:
 - (1) Section R101.1; insert: City of Farmersville.

(2) Section R301.2 (1); insert the following Design Criteria:

Ground Snow Loads:	Not applicable
Wind Speed:	90 mph and lower
Seismic Category:	"A"
Weathering:	Moderate
Frost Line Depth:	18 inches;
Termite:	"Very Heavy"
Decay:	"Moderate"
Winter Design Temperature:	N/A
Flood Hazard:	1989

(3) Section R602.3.3; modified to include: All bearing studs are spaced at 16 inches (406 mm) minimum.

(4) Section R602.5; modified to include: All ceiling joists are spaced at 16 inches (406 mm) minimum. The ceiling joists are two-inch by six-inch members.

(d) New residential roofs shall include approved guttering along the bottom horizontal edge of the roofline to route rain or water runoff into a downspout. The downspout shall terminate no less than 18 inches from the foundation of the structure."

SECTION 4. NATIONAL ELECTRICAL CODE UPDATED

From and after the effective date of this Ordinance, Division 4, "Electrical Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-119, "Adoption of *National Electrical Code*, 2008 edition," in its entirety and replacing said section with a new Section 14-119 entitled "Adoption of *National Electrical Code*, 2017 Edition," to read as follows:

"Sec. 14-86. - Adoption of National Electrical Code, 2017 Edition.

The *National Electrical Code* of the National Fire Protection Association, 2017 edition, together with such other amendments as are set forth herein, is adopted as the City's Electrical Code for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, electrical signs, special occupancies, special equipment, special conditions and communications systems. The *National Electrical Code*, 2017 Edition, is made a part of this Code as if fully set forth in this division. One copy of the *National Electrical Code*, 2017 Edition, together with such other amendments as are set forth herein, is on file in the City Secretary's office for permanent record and inspection."

SECTION 5. INTERNATIONAL MECHANICAL CODE UPDATED

From and after the effective date of this Ordinance, Division 5, "Mechanical Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-151, "Adoption of *International Mechanical Code*, 2006 edition," in its entirety and replacing said section with a new Section 14-151 entitled "Adoption of *International Mechanical Code*, 2015 Edition," to read as follows:

"Sec. 14-151. -Adoption of *International Mechanical Code*, 2015 Edition.

The *International Mechanical Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the erection, installation, addition, alteration, repair, relocation, replacement, maintenance or use of any heating, ventilating, cooling, refrigeration system, incinerators or other miscellaneous heat-producing appliances system in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Mechanical Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Mechanical Code*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted,

omitted, expanded or otherwise changed herein, all provisions of such *International Mechanical Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Mechanical Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 6. INTERNATIONAL PLUMBING CODE UPDATED

From and after the effective date of this Ordinance, Division 6, "Plumbing Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-178, "Adoption of *International Plumbing Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-178 entitled "Adoption of *International Plumbing Code*, 2015 Edition," to read as follows:

"Sec. 14-178. -Adoption of *International Plumbing Code*, 2015 Edition.

The *International Plumbing Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the erection, installation, addition, alteration, repair, relocation, replacement, maintenance or use of any plumbing system in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Plumbing Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Plumbing Code*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Plumbing Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Plumbing Code*, 2015 edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 7. INTERNATIONAL FUEL GAS CODE UPDATED

From and after the effective date of this Ordinance, Division 7, "Fuel Gas Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-204, "Adoption of *International Fuel Gas Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-204 also entitled "Adoption of *International Fuel Gas Code*, 2015 Edition," to read as follows:

"Sec. 14-204. -Adoption of *International Fuel Gas Code*, 2015 Edition.

The *International Fuel Gas Code*, 2015 Edition, including Appendix Chapters A, B, C and D as published by the International Code Council, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing fuel gas systems and gas-fired appliances as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Fuel Gas Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Fuel Gas Code*, 2015 edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 8. INTERNATIONAL EXISTING BUILDING CODE UPDATED

From and after the effective date of this Ordinance, Division 8, "Existing Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-224, "Adoption of *International Existing Building Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-224 also entitled "Adoption of *International Existing Building Code*, 2015 Edition," to read as follows:

"Sec. 14-224. -Adoption of *International Existing Building Code*, 2015 Edition.

The *International Existing Building Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of encouraging the use and reuse of existing buildings as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Existing Building Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Existing Building Code*, 2015 Edition, together with such

other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 9. INTERNATIONAL ENERGY CONSERVATION CODE UPDATED

From and after the effective date of this Ordinance, Division 9, "Energy Conservation Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-249, "Adoption of *International Energy Conservation Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-249 also entitled "Adoption of *International Energy Conservation Code*, 2015 Edition," to read as follows:

"Sec. 14-249. -Adoption of *International Energy Conservation Code*, 2015 Edition.

The *International Energy Conservation Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Energy Conservation Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Energy Conservation Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 10. INTERNATIONAL PROPERTY MAINTENANCE CODE UPDATED

From and after the effective date of this Ordinance, Division 10, "Property Maintenance Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-269, "Adoption of *International Property Maintenance Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-269 also entitled "Adoption of *International Property Maintenance Code*, 2015 Edition," to read as follows:

"Sec. 14-249. -Adoption of *International Property Maintenance Code*, 2015 Edition.

The *International Property Maintenance Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing the

conditions and maintenance of all property, building and structures, providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use and the condemnation of buildings and structures unfit for human occupancy and use, including the demolition of such existing structures in the City, providing for the issuance of permits and collection of fees therefor. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Property Maintenance Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Property Maintenance Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 11. INTERNATIONAL FIRE CODE UPDATED

From and after the effective date of this Ordinance, Article III, "Fire Code," of Chapter 29 of the Farmersville Code is amended by deleting Section 29-52, "Adoption of 2009 *International Fire Code*," in its entirety and replacing said section with a new Section 29-52 entitled "Adoption of *International Fire Code*, 2015 Edition," to read as follows:

"Sec. 29-52. - Adoption of *International Fire Code*, 2015 Edition.

The *International Fire Code*, 2015 Edition, together with such other amendments as are set forth herein, including appendix chapters B, C, D, E, F, and G (see *International Fire Code* Section 101.2.1, 2015 edition), as published by the International Code Council is hereby adopted by the City Council as a general standard for purposes of regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, of this ordinance. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such

International Fire Code, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Fire Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

SECTION 12. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 13. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 14. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 15. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 16. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 17. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED on first reading on the 25th day of April, 2017, and second reading on the ____ day of _____, 2017 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2017.

APPROVED:

BY: _____
Diane C. Piwko
Mayor

ATTEST:

Sandra Green
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Alan D. Lathrom
City Attorney

Agenda Section	Reading of Ordinances
Section Number	V.B
Subject	Consider, discuss and act upon 1 st reading of Ordinance #2017-0509-001 regarding leash laws.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	O-2017-0509-001
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 another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE O-2017-0509-001**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 11, "ANIMALS," BY THE AMENDMENT OF SECTION 11-45, ENTITLED "ANIMALS AT LARGE OR RUNNING AT LARGE," BY DELETING EXISTING PARAGRAPH (b), "AT LARGE," IN ITS ENTIRETY AND REPLACING SAID PARAGRAPH WITH A NEW PARAGRAPH (b), ALSO ENTITLED "AT LARGE"; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to amend the Animals Ordinance regarding animals at large or running at large;

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

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. AMENDMENT OF CHAPTER 11, "ANIMALS," BY THE AMENDMENT OF SECTION 11-45, ENTITLED "ANIMALS RUNNING AT LARGE," BY DELETING EXISTING PARAGRAPH (b), "AT LARGE," IN ITS ENTIRETY AND REPLACING SAID PARAGRAPH WITH A NEW PARAGRAPH (b), ALSO ENTITLED "AT LARGE"

From and after the effective date of this Ordinance, Section 11-45, entitled "Animals at large or running at large," is hereby amended by deleting existing paragraph (b), "At Large," in its entirety and replacing said paragraph with a new paragraph (b), also entitled "At Large" to read as follows:

"(b) At large. All animals shall be confined at all times. This means that any animal including, but not limited to a guard dog and a muzzled dog, must be restrained at all times in a securely fenced yard, in an enclosed pen or structure, or by a hand-held leash then in the hand of a person.

It shall be unlawful for any owner, harborer, or person in possession of any animal to:

- (1) fail to prevent their animal from being at large within the city limits of the City of Farmersville;
- (2) allow their animal to run free in any city park(s);
- (3) fail to prevent their animal from chasing vehicles or attacking or interfering with other animals or persons on public property; and
- (4) leave the animal unattended in a public place regardless of whether or not the animal is restrained by a leash, chain or muzzle."

SECTION 3. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 7. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 8. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first reading on the 9th day of May, 2017, and the second reading on the ____ day of _____, 2017, at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider discuss and act upon awarding and signing mowing contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	1. Bid Tabulation Sheets 2. Mow Time Contract
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 another agenda. _____ • No motion, no action

CUSTOMER

Bid Tabulation Form

PROJECT

3 March 2017 @ 11:00 am

	CONTRACTOR	BID BOND	ADD.	TOTAL BASE BID	# DAYS
1.	Weldon's Lawn and Tree LLC	Check \$4428.50		\$88,570.00	
2.	Oak Grove Landscape & Irrigation	YES	YES	\$85,765.00	
3.	McCrary's Mow Time	Check \$4,000.00	YES	\$75,395.00	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

CUSTOMER

Bid Tabulation Form

PROJECT

3 March 2017 @ 11:00 am

	CONTRACTOR	TOTAL BASE BID
1.	Weldon's Lawn & Tree LLC	\$88,570.00
2.	Oak Grove Landscape & Irrigation	\$85,765.00
3.	McCrary's Mow Time	\$75,395.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		

City of Farmersville

Bid Tabulation Form for Parks, Right of Way, and Lawn Maintenance

Bid Date: Monday, Friday, March 3, 2017 @ 11:00 am

ITEM #	ITEM DESCRIPTION	McCrary's Mow Time			Oak Grove Landscape			Weldon's Lawn & Tree LLC		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Chapparral Trail, City Park to J.W. Spain Athletic Complex	34	100.00	\$3,400.00	34	105.00	\$3,570.00	34	50.00	\$1,700.00
2	Chapparral Trail, J.W. Spain Athletic Complex to Hunt County Line	34	300.00	\$5,100.00	34	335.00	\$5,695.00	34	375.00	\$6,375.00
3	Southlake Park, Finish Mowing	34	150.00	\$2,550.00	34	190.00	\$3,230.00	34	200.00	\$3,400.00
4	Southlake Park, Tractor Mowing	34	450.00	\$7,650.00	34	700.00	\$11,900.00	34	675.00	\$11,475.00
5	Riding Area	34	120.00	\$2,040.00	34	110.00	\$1,870.00	34	210.00	\$3,570.00
6	J.W. Spain Athletic Complex	34	285.00	\$9,690.00	24	335.00	\$11,390.00	34	400.00	\$13,600.00
7	J.W. Spain Athletic Complex Auxiliary Field	34	300.00	\$5,100.00	34	600.00	\$10,200.00	34	550.00	\$9,350.00
8	City Park	34	75.00	\$2,550.00	34	55.00	\$1,870.00	34	140.00	\$4,760.00
9	Rike Field	34	50.00	\$1,700.00	34	55.00	\$1,870.00	34	115.00	\$3,910.00
10	Farmersville Parkway/Rambler Park	34	200.00	\$6,800.00	34	180.00	\$6,120.00	34	140.00	\$4,760.00
11	Public Safety Building Overflow Parking Area	34	30.00	\$1,020.00	34	30.00	\$1,020.00	34	40.00	\$1,360.00
12	Civic Center, Library, Senior Citizens Center	34	45.00	\$1,530.00	34	30.00	\$1,020.00	34	40.00	\$1,360.00
13	Best Center	34	20.00	\$340.00	34	15.00	\$255.00	34	20.00	\$340.00
14	City Hall	34	40.00	\$1,360.00	34	45.00	\$1,530.00	34	40.00	\$1,360.00
15	Railroad Right-of-Way, Tractor Mow Section	34	130.00	\$2,210.00	34	120.00	\$2,040.00	34	100.00	\$1,700.00
16	Railroad Right-of-Way, Rike Field to Summit	34	100.00	\$1,700.00	34	100.00	\$1,700.00	34	190.00	\$3,230.00
17	Audie Murphy Parkway at State Highway 78	34	200.00	\$3,400.00	34	335.00	\$5,695.00	34	270.00	\$4,590.00

City of Farmersville

Bid Tabulation Form for Parks, Right of Way, and Lawn Maintenance

Bid Date: Monday, Friday, March 3, 2017 @ 11:00 am

ITEM #	ITEM DESCRIPTION	McCrory's Mow Time			Oak Grove Landscape			Weldon's Lawn & Tree LLC		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
18	Audie Murphy Parkway at Main Street	34	125.00	\$2,125.00	34	115.00	\$1,955.00	34	\$270.00	\$4,590.00
19	Main Street Ditch	34	250.00	\$4,250.00	34	250.00	\$4,250.00	34	\$200.00	\$3,400.00
20	Hamilton Ditch	34	250.00	\$4,250.00	34	125.00	\$2,125.00	34	\$50.00	\$850.00
21	South Water Tower (Live Oak Street)	34	30.00	\$510.00	34	30.00	\$510.00	34	\$70.00	\$1,190.00
22	North Water Tower (Jackson Street)	34	30.00	\$1,020.00	34	30.00	\$1,020.00	34	\$40.00	\$680.00
23	East Water Tower (Audie Murphy Parkway)	34	30.00	\$1,020.00	34	30.00	\$1,020.00	34	\$40.00	\$1,360.00
24	West Water Tower (Bob Tedford Drive)	34	40.00	\$680.00	34	30.00	\$510.00	34	\$40.00	\$1,360.00
25	Lift Station, Advanced Fixtures	34	25.00	\$425.00	34	25.00	\$425.00	34	\$50.00	\$850.00
26	Lift Station, Grudau	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
27	Lift Station, MC Davis Barn	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
28	Lift Station, Gas Regulator Station	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
29	Lift Station, Floyd Street	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
30	Lift Station, Murphy's Crossing	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
31	Life Station, County Road 611	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
32	Lift Station, County Road 607	34	25.00	\$425.00	34	25.00	\$425.00	34	\$15.00	\$255.00
	TOTAL OF ALL BID ITEMS (1 THRU ?)			\$75,395.00			\$85,765.00			\$88,570.00
	CALENDAR DAYS									

CITY OF FARMERSVILLE

CONTRACT FOR CITY OF FARMERSVILLE PARKS, RIGHT-OF-WAY, AND LAWN MAINTENANCE PROPOSAL NO. CSP-2017-0202-001

This Contract is made by the **CITY OF FARMERSVILLE, TEXAS**, a municipal Corporation ("City") and **MCCRARY'S MOW TIME, INC.**, a Texas corporation ("Contractor"). The City and Contractor agree as follows:

1. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide services relative to: mowing and maintaining parks, rights-of-way, and lawns under the ownership and control of the City of Farmersville, Texas (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Request for Competitive Sealed Proposals and Attachments D through G submitted by Contractor in response thereto (collectively "Contract Documents") which Contract Documents are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit "A." Deviations from the scope of work may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of the Contract. All pricing is to remain firm during the contract period. The Contract may be renewed for up to four (4) optional one-year terms if agreeable to both parties unless either party has provided the other party thirty (30) days written notice of intent to terminate or not renew the Agreement. Renewal periods will be subject to the City's availability of funds.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred shall be based on the cost per week and the number of times such work is performed as specified in Exhibit "A" during a given month. In no event shall the cost of such services exceed Seventy-Five Thousand Three Hundred Ninety-Five dollars (\$75,395.00) in any given fiscal year of the City, which fiscal year runs from October 1 through September 30.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit "A." All payments pursuant to this Contract shall

be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit "A." Invoices should be mailed to: Attention: Paula Jackson, 205 South Main Street, Farmersville, Texas 75442, or electronically to p.jackson@farmersvilletx.com
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor, as determined by the City, or which is not submitted in compliance with the terms of this Contract. Unsatisfactory service is that service which fails to meet the requirements of Paragraph No. 18, below, and the scope and quality of services which the Contractor has represented it can and will provide to the City. The amount to be withheld will be calculated based on the work that is determined to be defective or which is not performed in accordance with this Contract and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit "A." Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit "A."
12. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer their interests in the Contract without the advance written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem reasonably necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit any applicable subcontracts, invoices, and other data or information directly related to performance of this Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract if the City Council fails to budget funds for the performance of this Contract, even without prior notice as described in the preceding sentence and Paragraph No. 4, above.

In the event of any termination hereunder, the Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. Contractor further agrees to cooperate and provide any basic

information requested by City in connection with the completion of the Services to the extent that such information is not a trade secret and proprietary in nature to Contractor's business only.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit "A," and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any contractors or subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, agents, contractors or subcontractors a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City Manager by 8 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, agents, contractors or subcontractors.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit "A" attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, the terms and conditions of this Contract shall control and shall be final and binding upon both parties hereto.
23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

Paula Jackson
Assistant to the City Manager
205 South Main Street
Farmersville, Texas 75442
Phone: 972.782.6151
Email: p.jackson@farmersvilletx.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

McCrary's Mow Time, Inc.
PO Box 11
Farmersville, TX 75442-1651
Phone: 972-978-2455
Email: mcmowtime@yahoo.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
26. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the City and Contractor.

CITY OF FARMERSVILLE, TEXAS

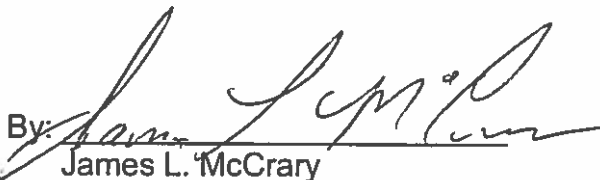
By: _____
Benjamin L. White, P.E., CPM
City Manager

Date: _____

ATTEST:

By: _____
Sandra Green, City Secretary

MCCRARY'S MOW TIME, INC.,
a Texas corporation

By:  _____
James L. McCrary
President

Date: 4-20-2017

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Benjamin L. White, City Manager of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

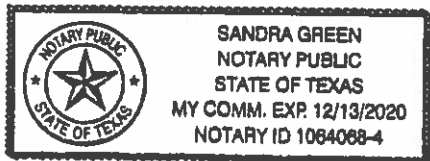
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2017.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 20th day of April, 2017, by James L. McCrary in his capacity as President of **McCrary's Mow Time, Inc.**, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **McCrary's Mow Time, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF April, 2017.



Notary Public Collin County, Texas
My commission expires 12-13-2020

EXHIBIT "A"

*Competitive Sealed Proposal of
McCrary's Mow Time, Inc.*

Attachment D Pricing Worksheet

Maintenance Area Name	Base Cost Per Week (USD)	Number of Weeks	Frequency Per Week	Annual Cost (USD)
General Fund, Parks				
Chaparral Trail, City Park to J.W. Spain Athletic Complex	100	34	1	3400
Chaparral Trail, J.W. Spain Athletic Complex to Hunt County Line	300	34	0.5	5100
Southlake Park, Finish Mowing	150	34	0.5	2550
Southlake Park, Tractor Mowing	450	34	0.5	7650
Riding Arena	120	34	0.5	2040
J.W. Spain Athletic Complex	285	34	1	9690
J.W. Spain Athletic Complex Auxiliary Field	300	34	0.5	5100
City Park	75	34	1	2550
Rike Field	50	34	1	1700
Farmersville Parkway/Rambler Park	200	34	1	6800
Subtotal of Parks				46,580
General Fund, Property and Buildings				
Public Safety Building Overflow Parking Area	30	34	1	1020
Civic Center, Library, Senior Citizens Center	45	34	1	1530
Best Center	20	34	0.5	680
City Hall	40	34	1	1360
Subtotal of Property and Buildings				4,590
General Fund, Streets				
Railroad Right-of-Way, Tractor Mow Section	130	34	0.5	2210
Railroad Right-of-Way, Rike Field to Summit	100	34	0.5	1700
Audie Murphy Parkway at State Highway 78	200	34	0.5	3400
Audie Murphy Parkway at Main Street	125	34	0.5	2125
Subtotal of Streets				9435
General Fund, Storm Water				
Main Street Ditch	250	34	0.5	4250
Hamilton Ditch	250	34	0.5	4250
Subtotal of Storm Water				8,500
Water Department				

South Water Tower (Live Oak Street)	30	34	0.5	510
North Water Tower (Jackson Street)	30	34	1	1020
East Water Tower (Audie Murphy Parkway)	30	34	1	1020
West Water Tower (Bob Tedford Drive)	40	34	0.5	680
Subtotal of Water Department				3,230
Waste Water Department				
Lift Station, Advanced Fixtures	25	34	0.5	425
Lift Station, Grudau	25	34	0.5	425
Lift Station, MC Davis Barn	25	34	0.5	425
Lift Station, Gas Regulator Station	25	34	0.5	425
Lift Station, Floyd Street	25	34	0.5	425
Lift Station, Murphy's Crossing	25	34	0.5	425
Lift Station, County Road 611	25	34	0.5	425
Lift Station, County Road 607	25	34	0.5	425
Subtotal of Waste Water Department				3,400
Total of All Areas				75,735

In the event that the City of Farmersville should add locations to the contract at a future cost per acre that will be charged for additional services:

Unit Price Finish Mowing:

Unit Price Tractor Mowing:

↑
\$ 75,395.00

Attachment E

Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT
5	SCAG ZERO TURN 61 INCH MOWERS
4	TORO PUSH MOWERS
6	WEED EATERS
3	BACK PACK BLOWERS
3	HEDGE TRIMMERS
3	EDGER
2	6415 JOHN DEERE CAB TRACTORS
2	JOHN DEERE 15 FT BATTING MOWERS
3	TRUCKS
2	TRAILERS
1	CAR

If additional space is needed, continue on additional pages and attach to this form

Attachment E Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT
	AGE OF EQUIPMENT
2	SCAGS 1 YEAR OLD
3	SCAGS 2-3 YEARS OLD
2	TORO PUSH MOWERS 2 YEARS
3	WEENEATERS 1 YEAR OLD
3	WEED EATERS 2-3 YEARS OLD
3	EDGERS 1-3 YEARS OLD
2	6415 J.D. CAB TRACTORS 7 YEARS
2	J.D 15 ft BAT WIND MOWERS 3 YRS
3	TRUCKS 2008, 2009, 2016
2	TRAILERS 1-3 YEARS
1	CAR 6 YEARS OLD

If additional space is needed, continue on additional pages and attach to this form

Attachment F Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time 5

Number of employees: Part time: - 0 -

Length of time in business: 23 YRS

Physical location of business (full address, including city, state & zip code):

18127 CR 656 FARMERSVILLE TX 75442

VENDOR CONTACTS

The successful vendor must provide, to the Public Works Director or his designee, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Public Works Director or his designee. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Lynn M^cCRARY

Company Telephone Number (including are code): 972-978-2455

Emergency Telephone Number (including are code): 972-978-2455

SUBCONTRACTOR INFORMATION

Proposer must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the City of Farmersville prior to commencement of work.

Name:

Type of Work:

Amount:

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

Attachment G References

Please provide at least three (3) references for same or similar services as the City has specified in the proposal, in the spaces provided below.

Company Name	CITY OF FARMERSVILLE
Contact Name	BEN WHITE
Address	205 S MAIN
Phone	972-782-6151
Email	b.white@farmersville.tx.gov
Effective Dates	2011-2015
Description of Services	MOWED CITY OF FARMERSVILLE MOWED THE CODE ENFORCEMENT

Company Name	CITY OF GARLAND
Contact Name	Bobby Jacobs
Address	200 N. FIFTH STREET GARLAND TX 75040
Phone	972-205-3218
Email	bjacobs@garland.tx.gov
Effective Dates	2008- PRESENT
Description of Services	MOW CITY OF UTILITIES 2008- PRESENT MOW GARLAND FIRE DEPT 2010 - PRESENT MOW GARLAND WASTE WATER TREATMENT 2008-2014

Company Name	CITY OF LUCAS
Contact Name	STANTON FOERSTER
Address	665 COUNTRY CLUB ROAD
Phone	972-912-1208
Email	stanton@lucastexas.us
Effective Dates	2015- PRESENT
Description of Services	MOW CITY OF LUCAS PARKS AND BALL FIELDS

In the 22 years I have mowed:

The City of Farmersville 2011-Present *2015*

The City of McKinney Airport 12 years at 450 Acres

The City of Lucas 2014-Present

The City of Garland 2007-2016 W.W.T.P, Water Department Fire Department

The City of Sachse 2007-2015 City, and Ball parks

The City of Wylie 3 years

The City of Blue Ridge 3 years

Farmersville ISD 4 years

Blue Ridge ISD 6 years

Community ISD 2 years

Blue Bell Inc 15 years

Independent Bank 6 years

Trenton Bank 5 years

Pleasant Grove Cemetery 7 years

Merit Cemetery 7 years

Snow Hill Cemetery 5 years

Sachse Cemetery 10 years

100+ Residential homes

**Certification Form
CSP-2017-0202-001**

City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance

Company Information

The following information must be provided in its entirety for your proposal to be considered:

Company Name: McCRARY'S MOW TIME INC

Principal Place of Business Address: 18127 CR 656

Principal Place of Business City, State, Zip: FARMERSVILLE, TX, 75442

Principal Place of Business Phone Number: 972-784-6520

Principal Place of Business Fax Number: 972-784-6520

Remittance Address (if different from above): P. O. Box 11

Remittance City, State, Zip: FARMERSVILLE TX 75442

Tax Identification No: 752965876

Addendums

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 LM Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the City of Farmersville, Texas, within the time frame indicated in this proposal, constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Lynn McCrary
Signature

3-2-2017
Date

Lynn McCrary
Printed Name

OWNER
Title

mcMOWTIME@yahoo.com
Email Address

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1481, 88th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND this taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 05/29/2007



DATE: February 28, 2017

TO: Prospective Bidders

FROM: Ben White, City Manager

SUBJECT: Addendum #1
City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance Competitive Sealed Proposal

BID DATE: Friday, March 3, 2017, 11:00 A.M., at City of Farmersville, 205 S. Main Street, Farmersville, TX 75442

Enclosed please find the following changes/additions/clarifications to the contract documents and specifications for the City of Farmersville Parks, Right-Of-Way, and Lawn Maintenance Proposal.

Changes

1. To Page 6, #35 **INVOICES**: Invoices shall be submitted to: City of Farmersville, Attention Paula Jackson, 205 South Main Street, Farmersville, Texas 75442, or electronically to p.jackson@farmersvilletx.com.
2. To Page 14, Attachment A, Maintenance Areas: General Fund, Streets, a line item for Audie Murphy Parkway at State Highway 78, Finish Mow, Tractor Mow, Grass Trim, Mowing Area (Acres) 7.60, Comments: Finish Mow 20 ft. from curbs, Tractor mow the rest.

Approved by the City of Farmersville on this the 28th day of February 2017.

Ben White, City Manager

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon approving budget amendment for fire training
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	Budget Amendment
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 another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE

EXHIBIT A

2016-2017 BUDGET/REVISION (2) 05-09-2017

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 352,553	\$ 1,816,619	\$ 3,474,682	\$ 1,388,960	\$ 347,553
Fund Balance Amendments					
<u>fire dept training</u>			\$ 5,000		

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon a citizens request to temporarily reside in a recreational vehicle while remodeling their home.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	Email from citizen
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"> • Provide staff direction for future action • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Sandra Green

From: Diane Piwko
Sent: Friday, May 05, 2017 2:21 PM
To: Sandra Green
Subject: FW: Temporary House (RV) while remodeling our home

Diane Piwko
Farmersville Mayor
d.piwko@farmersvilletx.com
972-782-6630

From: td colby [tdcolbythompson@yahoo.com]
Sent: Thursday, May 04, 2017 1:33 PM
To: Ben White
Cc: Diane Piwko
Subject: Temporary House (RV) while remodeling our home

Dear City Council,

We would like to ask for permission to live in our RV, on our property for the next 3 to 4 months while we finish remodeling our home. We do have it on a concrete slab and have it hooked up to temporary utilities. It would mean a great deal to us if you would grant this to us, so we could finish the remodel faster. We work on the house every evening and on weekends, at night we drive to our daughters home in Princeton to sleep. It would make it so much easier to be able to stay on site so we can work on it at night longer.

Thank you,

Rick & Teresa Thompson

Home address:

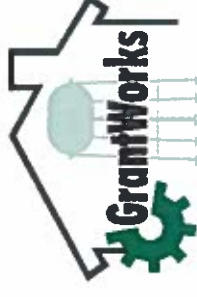
108 Wilcoxson St
Farmersville, TX 75442

Teresa' Cell: 972-837-3593
Rick's Cell: 972-837-0358

Thank You,

Teresa D. Colby Thompson, CTA
Diamond T Vacations
Helping you make Memories that last a lifetime!
Owner/Agent
Phone:(972) 837-3593

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Update regarding upcoming Comprehensive Plan public meeting.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	Power Point concerning public meeting
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"> • Provide staff direction for future action • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

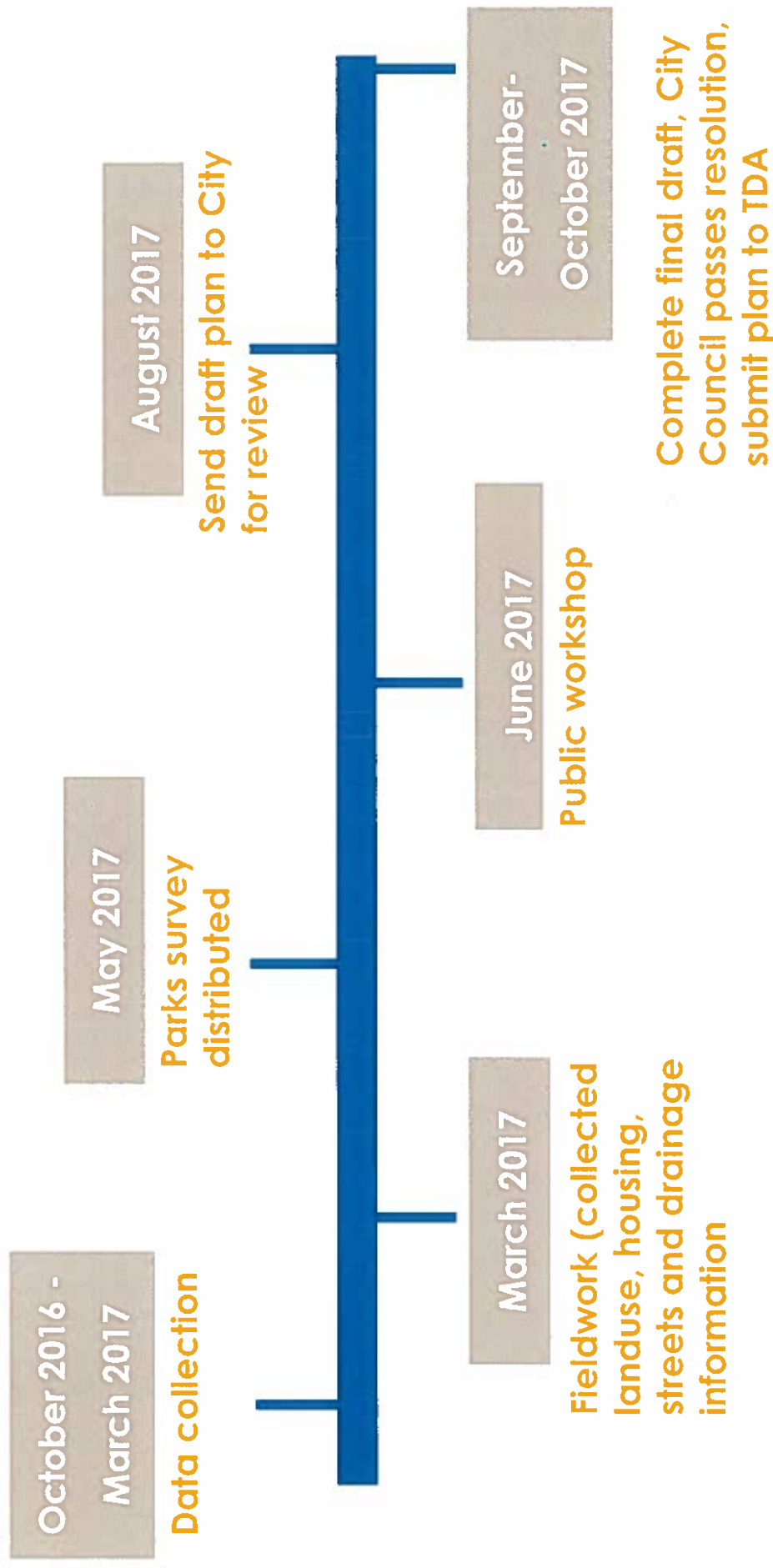


City of Farmersville

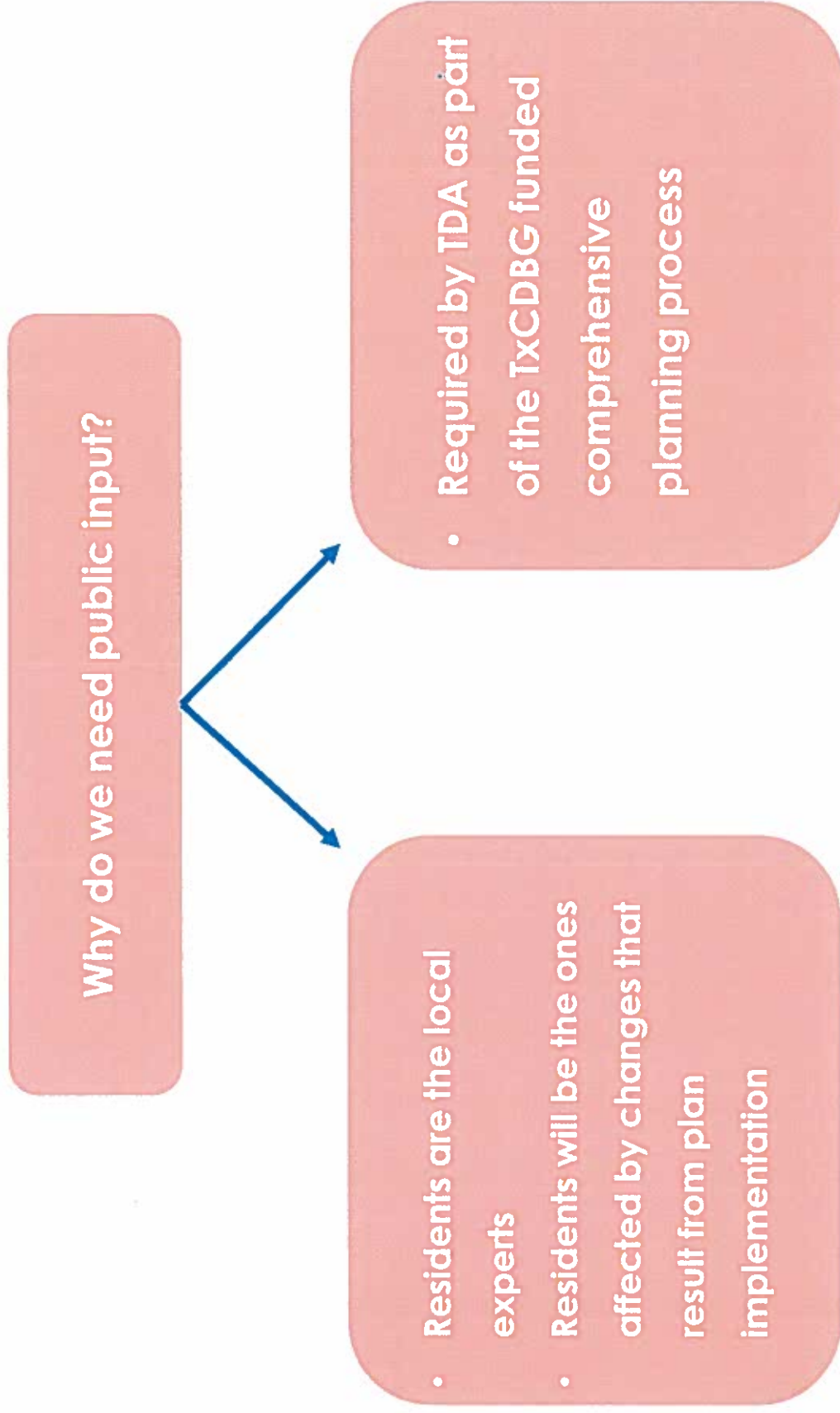
Comprehensive Plan: Update & Workshop | 2017-2027

May 9, 2017

Planning Study Timeline



Planning Workshop



Planning Workshop

Grid Goals Matrix

Achieve

Over the next 10 years, what kind of things would you like to see in Farmersville that are not currently here?

Preserve

Over the next 10 years, what are the things that you like about Farmersville that you want to maintain?

Avoid

Over the next 10 years, are there things you don't want to see coming to Farmersville?

Eliminate

Over the next 10 years, what kind of things should Farmersville work to get rid of?

Planning Workshop

Topics

Housing

Landuse/Zoning

Economic Development

Parks and Recreation

Streets/Transportation

Drainage/Flooding

Downtown Development

Water/Wastewater

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Update regarding the Chaparral Trail.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 9, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ol style="list-style-type: none"> 1. Northeast Texas Trail Association (NETT) is working on making the entire trail designated as a State Park. There are pros and cons associated with doing this. Advise waiting to see how the NETT proceeds forward. 2. LDS Church is planning a tree pruning/city clean-up day for Saturday, 13 May. The project will start around 8:00 at the JW Spain Athletic Complex. The focus will be tree trimming and general clean-up along the trail. 3. City staff replaced 4 dead trees along the trail and 4 more at the trail head at City Park. 4. Replaced bollard locks at a dozen locations that had been broken by people trying to get access for four-wheelers. 5. Currently have two areas in need of decomposed granite repair. 6. Mowing and trimming activity has picked up in the last month as the growing season progresses. <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 another agenda. _____ • No motion, no action