

IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	FEDC (4A) Meeting Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	FEDC (4A) Meeting Minutes
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

**FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION
MEETING MINUTES**

October 19th, 2017

The Farmersville EDC met in regular session on October 19th, 2017 at 6:30 p.m. in the City Hall Council Chambers with the following members present: Kevin Meguire, Robbie Tedford, George Crump, Jason Lane and Randy Smith. Staff members present were City Secretary Sandra Green, City Manager Ben White. Special guest recognized, Mayor Diane Piwko, Donna Williams, and Guy Anderson

CALL TO ORDER

Chairman Meguire convened the meeting at 6:30 p.m. and announced a quorum was present.

RECOGNITION OF CITIZENS AND VISITORS

Special guest recognized, Mayor Diane Piwko, Donna Williams and Guy Anderson

PUBLIC COMMENT

No public comment taken.

REVIEW KEY INITIATIVE ARE GOALS (KIA'S)

Mr. White addressed the EDC Board and stated he placed calls into several broker companies to discuss KIA's. Mr. White scheduled a meeting with Jones Lang LaSalle on 17th of November, and have calls into Cushman Wakefield and Henry S. Miller Companies. My target for the 10th of November is Henry S. Miller Companies and Cushman Wakefield on the 3rd of November. A meeting is scheduled with Sam Satterwhite with the Wylie EDC on the 25th of October, just trying to stay in touch with local EDC's.

Mr. White updated the EDC board regarding information received from Dallas Area Chambers on Project Cadillac. I did submit information to them, they are looking for a headquarters manufacturing distribution facility that will create a 100 jobs, need 165,000 sq. ft. building on 50 acres. Chairman Meguire gave the EDC board a background on how we receive this information. Chairman Meguire stated that Daphne, Mr. White and I receive information from the Dallas Area Chambers on businesses that are looking to re-locate. When the information is received we review the data and if their needs would fit into Farmersville, if so we compile the information and submit.

RECEIVE UPDATE ON COLLIN COLLEGE

Mr. White stated he contacted Mr. Collins, he stated there has not been much of a change, but they are still on track to add a project manager by May 2018. The open date is still 2021.

CONSIDER, DISCUSS AND ACT UPON FAÇADE GRANT

Guy Anderson addressed the EDC Board on his request for a façade grant. Mr. Anderson stated the building is suffering. The metal needs replacing because it is the original metal on the building and it is starting to affect the windows and walls. Not a hazard issue yet but needs attention. They will recycle and use all the bricks they can. Financing is pending at the bank and is backed by equity. Mr. Tedford asked if he was using Alvarez Construction and asked if he was going to re-use the white rock. Mr. Anderson said we are going with Alvarez Construction and will be re-using as much of the brick as we can, and get rid of the white rock. On a motion made by Mr. Tedford to accept the Façade Grant up to 25k and refund after completion and inspection of the project as presented, second by Mr. Crump, motioned carried.

CONSIDER, DISCUSS AND ACT UPON REGIONAL EDC COMMITTEE, MR LANE TO FOLLOW UP ON MEETING WITH FRISCO EDC.

Chairman Meguire stated a meeting is set up with Frisco EDC, 1st of November @11:15, Mr. Lane and Chairman Meguire will attend this meeting at LaHacienda.

Chairman Meguire asked if Mr. White would like to discuss the EDC Committee. Mr. White stated the intent is to get Blue Ridge, Princeton, and Wylie together on a monthly basis to discuss about new businesses coming, what issues different Cities might be facing, etc. Chairman Meguire asked Sandra to get with Daphne to contact local surrounding Cities to set up a meeting. Mr. Crump suggested adding Greenville, they are adding quite a few new businesses. Mr. White suggested keeping it within a 15 mile radius.

RECEIVE UPDATE ON CAMDEN PARK PROJECT

Mr. White updated the EDC board on the progress of Camden Park, they are still in the earth moving phase. Soon you will see utility lines going in then the roads. Mr. White stated we received an easement for the lifts station from Home Grown Plants. We then can get rid of the 2 lift stations, one off of Tedford Dr. and west side of street on CR 611. Mr. White stated we have received the escrow funds from the Camden Park developer. Developer has upped the pressure at looking into development apartments. Possibly looking at tax abatement for those units. Mr. Smith asked when you will go out for the bids on the lift station. Mr. White stated it will be a couple of months before the bid package will go out.

CONSIDER, DISCUSS AND ACT UPON ITEMS FOR PAYMENT

On a motion made by Mr. Crump to approve items listed for payment with the a second by Mr. Lane, motioned carried

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR SEPTEMBER 2017

No Action

CONSIDER, DISCUSS AND ACT UPON MEETING MINUTES FOR SEPTEMBER 21ST, 2017 AND AUGUST 17TH, 2017.

On a motion by Mr. Tedford to approve minutes with a change on the September 21st. minutes from bonds to grants, second by Mr. Lane, motion carried.

CONSIDER, DISCUSS AND ACT UPON FUTURE WORKSHOP TO DISCUSS THE FOLLOWING:

- A.) 2018 KIA's
- B.) Land Acquisitions
- C.) Feasibility study for hotels and like businesses
- D.) Main Street, EDC Position

Chairman Meguire asked to set up a workshop to discuss the 2018 KIA's, land acquisitions, feasibility study, Main Street, EDC Position. Workshop scheduled for November 16th, 2017 @ 5:30 for items a-d.

DISCUSSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

US 380 and 78

NCTCOG activity and TX 21 update

ADJOURNMENT:

Meeting adjourned at pm. 7:25



Kevin Meguire, President

ATTEST:



George Crump, Secretary

Agenda Section	Informational Items
Section Number	IV.B
Subject	FEDC (4A) Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	FEDC (4A) Financial Report: NO BANK STATEMENT
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

**Farmersville Economic Development Corp 4A
Investment and Budget Report**

November 2017

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
November 2017

Statement Balance 11-2-2017	\$148,089.53
Deposits:	
Sales Tax:	\$19,542.30
Cking Int .05%	\$6.11
CD Interest	\$146.23
Transfer to Texpool check	
Statement balance 11-30-2017	\$167,784.17
Outstanding Transactions	
Sales Tax	
Transfer to Texpool	
CD Interest	
Oustanding checks 1296	\$(13,770.00)
Balance 12-06-2017	\$154,014.17

[illegible]

Agenda Section	Informational Items
Section Number	IV.C
Subject	FCDC (4B) Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	FEDC (4B) Financial Report: NO BANK STATEMENT
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

**Farmersville Community Development Corp 4B
Investment and Budget Report**

November 2017

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
November 2017

Statement Balance 11-2-2017	\$254,064.74
Deposits:	
Sales Tax:	\$19,542.30
New Checking Int. .05%	\$10.36
Wire Fee	\$(10.00)
Checks 2726-2738	\$(11,207.77)
Balance 11-30-2017	\$262,399.63

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest

Balance 12-07-2017	\$262,399.63
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12/7/2017

[illegible]

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2018

12/7/2017

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	264,342.12	\$254,014.74										
Deposits:												
Sales tax deposits	19,322.84	19,542.30										
Interest Income-bank	10.42	10.36										
Transfer to TexPool												
Transfer From Texpool to First Bank												
Misc	(10.00)	(10.00)										
Purchase new checks												
Misc. account adj												
Total Revenues	283,665.38	273,557.40					\$0.00	\$0.00	\$0.00	\$0.00		\$ -
Disbursements:												
Main Street Personnel & Supplies												
Personnel												
Supplies												
Miscellaneous	\$ 273.78	\$ 1,755.77										
Reimburse City for accounting												
Chamber of Commerce	\$ 12,000.00											
May Taxes												
Land Purchase	\$ 4,998.18											
Fire Works												
Bain Honaker House Restoration	\$ 1,000.00											
Farmersville Heritage Museum												
Chamber Trick it up bike ride												
Chaparral Trail Marekling	\$ 875.00	\$ 675.00										
Coin College Sponsorship												
Parks Equipment												
National Register Plaques	703.70	\$ 1,750.00										
Safety Equipment		\$ 1,977.00										
November 4 clean up day												
Christmas Lights	10,000.00	5,000.00										
North East Texas Trail												
Total Expenses	29,850.64	11,157.77										
Ending Bank Balance	254,014.74	282,399.63										
TEXPOOL Balance	85,792.95	\$85,867.00										
Interest Income-TEXPOOL	\$ 75.12	\$ 74.05										
Total Available Funds	339,807.69	348,256.63										

Signed:

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	Main Street Monthly Report
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



Main Street Monthly Report
November 2017
Reported by Randy Rice,
Main Street Program Chairman



ORGANIZATION/ADMINISTRATION:

3, 9, 22, 29	Administrative assistance provided by Debbie Ranspot. Files management, Farmers & Fleas Market assistance.
7	Chairman attended New Manager Orientation (refresher).
8	Chairman, City Manager, and Mayor attended TDA conference.
13	Main Street Board meeting.
13	Attended Farmersville Community Development Corp. Board meeting.
14, 28	Attended City Council meeting.
16	Chairman attended Museum Board meeting.
20	Chairman attended Farmersville Historic Society meeting.
28	Main Street Annual Report submitted to TMS and receipt received. Thanks to Trisha Dowell for her assistance and guidance!

PROMOTION:

3, 9	Farmers & Fleas Committee meeting.
4	Farmers & Fleas Market
17	Downtown merchants Red Carpet Night.
20, 30	Treats for Tatum committee meeting (Kindergarten & 1 st grade students make tree ornaments, walk to town square, and place them on tree. They are then given hot chocolate and cookies.)

DESIGN:

20	Historic marker installed.
27	Invitations to historic marker dedication mailed.

ECONOMIC RESTRUCTURING:

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Agenda Section	Informational Items
Section Number	IV.E
Subject	Texoma Housing Partners Agenda
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	Texoma Housing Partners Agenda
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

THP BOARD OF COMMISSIONERS MEETING AGENDA

Bonham Administrative Office
810 W. 16th St., Bonham, TX
5:30 PM – Monday – December 11, 2017



A. Call to Order & Declaration of a Quorum

B. Invocation and Pledges

C. Approval of Minutes: Approve Meeting Minutes for September 2017

D. Executive Director's Report

- a. Public Housing Assessment System (PHAS) Presentation
- b. Occupancy Report

E. Consent

All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

- a. **September, October and November 2017 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.

F. Action

- a. **Approve FYE 3/31/17 Audit**
Allison Reider, Executive Director
- b. **Approve Capitalization and Smoke Free Policies**
Marty Burke, Chairman
- c. **Approve Proposed 5 Year Capital Improvements**
Allison Reider, Executive Director
- d. **FYE 2018 Budget Status Update**
Becky Miles, CPA Consultant

G. Citizens to be Heard

H. Adjourn

APPROVAL


Allison Reider
Executive Director



V. Regular Agenda

Agenda Section	Regular Agenda
Section Number	V.A
Subject	Consider, discuss, and act upon revisions to the Farmersville Little League Contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	Little League Contract
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

**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN
THE CITY OF FARMERSVILLE,
AND
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

This Athletic Complex Joint Use Agreement ("Agreement"), is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**, an unincorporated entity (the "Little League") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS the City of Farmersville owns the athletic facility located at the intersection of Murchison Street and Merit Street that is known as the J. W. Spain Athletic Complex ("Complex"); and,

WHEREAS the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Complex;

NOW THEREFORE, the City of Farmersville and the Farmersville Little League Baseball Association agree to the following user regulations concerning the J. W. Spain Athletic Complex:

Section 1. Designation of Fields and Field Use

For purposes of clarity in this agreement, the south field in the Complex will be designated Field 1. The middle field of the Complex will be designated as Field 2. The north field will be designated as Field 3. The baseball fields on the eastern most side of the Complex will be known as Field 4 and Field 5 respectively. Fields constructed after the date of this Agreement will be numerically designated at the time of construction. Fields 1 through 5, and any additional fields that may hereafter be constructed will hereafter be referred to singly and collectively as the "Playing Fields."

The Little League Baseball regular season begins in February and runs through June and the fall season begins in September and runs through November. The Little League will have priority access to Fields 1 thru 5 during all scheduled league games and team practices. The Little League must provide the Little League's game schedule to the City Manager, or his designee, as soon as the Little League's schedule becomes available in each year (or season) of this Agreement. The Little League must also provide the Little League's practice schedule to the City Manager, or his designee, prior to practices beginning before and during each year (or season) of this Agreement. At all other times the Complex is open for the public's use on a first-come first-use basis. Any scheduling should be brought to the attention of the City Manager as soon as practicable after any such conflict is discovered.

The Little League may begin preparation of the Playing Fields for the playing season at any time before the beginning of the playing season after notifying the City Manager, or his designee, of the Little League's intent to begin such work. The City Manager, or his designee, has the final authority for scheduling all Complex events.

Section 2. Grounds Maintenance

The Little League shall prepare and maintain all Playing Fields for Little League events. All Playing Fields must meet high-quality and presentable playing condition from the beginning to the end of the playing season.

Trash and litter will be picked up and removed from the Playing Fields and bleacher areas at the end of each day on which the Little League hosts or holds one or more scheduled league games and/or team practices (each such day being a "Playing Day"). In addition, periodic cleaning shall be performed by the Little League at intervals between Playing Days, if necessary, to prevent a buildup of trash and litter. If Little League does not comply and allows trash and litter to be left on the Playing Fields after any use, the City will impose a charge not to exceed \$200 per incident. Little League will be responsible to pay said trash and litter removal fees. If the City charges the Little League a third time for the same incident or a similar type of incident, the City may at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Complex clean. Little League shall be responsible to have a designated area for trash pickup. Little League will be billed for labor and material for any needed follow-up cleaning provided by the City

The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including Playing Fields and common areas.

The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the Complex and its facilities. This access list will be posted on the City's website to facilitate access to and the use of the Complex. Little League activities shall not be conducted without the presence of a member that is identified on the access list.

Section 3. Concession Stand Operation and Proceeds

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the Concession Stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. The concession stand must be cleaned by Little League after each use specifically including, but not limited to, the grill/stove. The grease must be removed by the Little League and disposed of in a proper manner. The grease drip tray must be totally cleaned and free from any remnants of grease after each use of the concession stand by Little League. The Little League must remove all trash and garbage from the concession stand and placed it in the appropriate trash receptacles provided by the City. The floors must be mopped and cleaned by the Little League.

Section 4. Restroom and Concession Maintenance

Restrooms are also under the control and maintenance of the Little League during their respective playing seasons. The Little League will open the restrooms on Playing Days

for games and practice times, but must keep the restrooms locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thoroughly cleaning the restroom facilities.

Winterizing of restrooms and the concession stand will be the responsibility of the City as well as normal maintenance, repairs, and replacements.

The concession stand will be kept clean and sanitary **at all times** by the Little League when it is under its use and control and all equipment used will meet applicable regulatory standards of the City. **If conditions exist in the restroom or concession stand that require work by the City, or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities the associated cost of such repair, maintenance, or replacement will be the responsibility of the City.**

Section 5. Equipment, Supplies, and Storage Facilities

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the Concession Building to the Little League. The City will share the use of the storage room located on the south side of the Concession Building with the Little League. The City will have exclusive use of one storage room inside the Concession Building.

Section 6. Modifications or Improvements to Complex

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for consideration with the City Amenities Board. Following the Board's review, recommendations will be forwarded to the City Council for final approval. Little League will share the costs of such modifications or improvements as agreed upon, and approved by the City Council, prior to construction. The City will prepare invoices for Little League's portion of the costs of such modifications or improvements. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this Contract.

Section 7. City Utilities

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology service to the Complex at no charge to Little League. The City retains the right to assess future charges for these services after giving notice at the end of the playing season and prior to the next playing season for which such charges will begin to be assessed to and collected from Little League. **If the City finds that utilities are being wasted, the City may, at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.**

Section 8. Ancillary Financial Matters

The Little League shall provide to City copies of Little League's year-end financial statement, ending December 31st, for each year during the term of, and prior to the renewal of, this Agreement and any extension of this Agreement. All financial obligations contracted for by the Little League in relation to its use of the Complex must

be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel the agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted by the Little League for any reason unless by prior and specific agreement.

The City will not provide the Little League with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Little League will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Little League's use of the Complex beyond the insurance coverage required hereunder to protect the City.

Section 9. Insurance Required

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.
 2. When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville,
Texas c/o City
Manager
205 S. Main Street
Farmersville, TX
75442

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurers) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least a thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

Section 10. Non-League Events

City approval is required for all Non-Little League events. Deposits and user fees generated from all non-Little League events will be assessed and collected in accordance with the Fee Schedule as set out in Appendix A and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that City may incur due to misuse of the Complex and termination of all or partial use of the Complex may be enforced by City.

Section 11. Personal Conduct at Athletic Events

The City recognizes that crowd noise is a part of any athletic activity and accepts a certain level of noise. However, the City requests that the Little League make a good

faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.

The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.

The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.

The City retains the right to restrict the times of use and conduct of all activities in and about the Complex. Such right may be exercised without notice in the case of substantial violation of the City's regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available to the City Amenities Board along with the Little League Board Members' respective contact numbers and email addresses prior to the beginning of this Agreement and at least one time prior to the beginning of each calendar year during the term of this Agreement and any renewal terms. The Little League will be provided with the City Manager's contact information should any issue arise with the Complex that needs immediate attention.

Section 12. Hold Harmless and Indemnification

The Little League does hereby agree to waive any and all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

Section 13. Term

This agreement will be in force for a term of two years from October 1, 2017 through September 30, 2019. Either party may cancel participation in this contract with a thirty day written notice. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.

Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter, amend, extend or cancel the Agreement to the City Amenities Board for consideration. Following consideration, the City Amenities Board shall make recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. Cancellation or modification to the Agreement must be in writing and approved by the City Council.

Section 14. Notices

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer:

Farmersville Little League
Baseball Association

City of Farmersville:

Ben White
City Manager
205 S. Main Street
Farmersville, Texas 75442

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

This Athletic Joint Use Agreement has been approved by the governing bodies of each Party, as follows.

City of Farmersville

Diane C. Piwko, Mayor

Dated: _____

Attest:

Sandra Green, City Secretary

Date: _____

Farmersville Little League

Marvin Smith, Director

Date: _____

APPENDIX A

SCHEDULE OF USER FEES

Applicable to all Non-Little League events

Activity Description	Resident	Non Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1,2, or 3	\$100	\$250
Use of Field 4 or 5	\$50	\$200
Use of Field 6 (football field)	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.

Agenda Section	Regular Agenda
Section Number	V.B
Subject	Consider, discuss, and act upon priority list for street repairs.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	Street Repairs List from City Manager's Public Works Report
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

Street System

1. GO Bond related projects. See project status below.
2. Main Street Grant (also see grant status below also)
 - a. Cleared environmental review!! Project can now be prepared for bids.
3. Street System Backlog
 - a. Institute railroad silent crossings.
 - b. Replace sidewalk in front of Independent Bank to remove existing pea gravel sidewalk.
 - c. Maintenance resurfacing and panel replacement (priority order).
 - i. South Rike Street, Railroad Tracks to Beech
 - ii. North Washington Street by intermediate school
 - iii. Beene Street
 - iv. Rike Street, Houston Street to Pendleton Street
 - v. Johnson Street, McKinney Street to Maple Street
 - vi. Maple Street
 - vii. Hale Street
 - viii. Gaddy Street, King Street to Windom Street
 - ix. Farmersville Parkway Panel Replacement at Washington.
 - x. Prospect
 - xi. Old Josephine Highway
 - xii. Lee Street
 - xiii. Lincoln Street
 - xiv. Merit Street between Houston Street and Murchison Street

Agenda Section	Regular Agenda
Section Number	V.C
Subject	Consider, discuss, and act upon contract from Daniel & Brown Inc. for the 2017 -TxCDBG Street Improvements Project 7217129 for a section of Rike Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	<ul style="list-style-type: none"> • DBI Contract • Hiring Resolution – Farmersville 2017-2018 CDBG • Exhibit B – Farmersville 7217129
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

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2017 by and between the CITY OF FARMERSVILLE, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and DANIEL & BROWN INC. hereinafter called "Firm," acting herein by EDDY W. DANIEL, P.E.

WITNESSETH THAT:

WHEREAS, the City of FARMERSVILLE desires to implement a street improvement project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage DANIEL & BROWN INC. to render certain services in connection with the TxCDBG Project, Contract Number #7217129.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on 12/1/2017. In any event, all of the services required and performed hereunder shall be completed no later than 11/30/2019.
3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$40,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

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

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

BY: _____
(Mayor)

(Printed Name)

(Title)

BY:  _____
(President)

Eddy W. Daniel, P.E.

(Printed Name)

President

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 150 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time, the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.

22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;

- e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

PART III - PAYMENT SCHEDULE

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

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

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

SPECIAL SERVICES

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

Registered Surveyor	\$ 95.00
Survey Crew (3 members)	\$ 115.00
Project Engineer	\$ 175.00
Engineering Technician	\$ 85.00
Project Representative	\$ 50.00
Draftsman	\$ 85.00

The fee for all other Special Services shall not exceed a total of Five Thousand and No/100 Dollars (\$ 5,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

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

PART IV

TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the City.

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.]

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

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- 12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person

that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

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

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

Federal Civil Rights Compliance.

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

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

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

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

21. Reporting Requirements - The Firm shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
22. Patent Rights - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
23. Copyrights and Rights in Data - The Firm shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
24. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

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

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	2/1/2018
4-Month Conference Call / Meeting Completed	Month 4	4/1/2018
Plans and Specifications Completed	Month 6	6/1/2018
Plans and Specifications Submitted for Approval (as required)	Month 6	6/1/2018
Environmental Review Completed	Month 6	6/1/2018
Clearance of Pre-Construction Special Conditions	Month 8	8/1/2018
Wage Rate 10-Day Confirmation	Month 8	8/1/2018
Construction Contract Awarded & Executed	Month 9	9/1/2018
Construction – 50% TxCDBG project complete	Month 14	2/1/2019
Construction – 75% TxCDBG project complete	Month 17	5/1/2019
Construction – 90% TxCDBG project complete	Month 19	7/1/2019
Construction & Final Inspections Completed	Month 20	8/1/2019
End Date of Contract	Month 24	11/30/2019
Close-out documents submitted to Department (60 days after End Date)	Month 26	1/29/2020

**CITY OF FARMERSVILLE
RESOLUTION # R-2016-0913-002**

A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACTS FOR THE 2017-2018 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") COMMUNITY DEVELOPMENT FUND PROJECT.

WHEREAS, the 2017-2018 TxCDBG Community Development Fund contract requires implementation by professionals experienced in the administration of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services and a Request for Qualifications (RFQ) for engineering services has been completed in accordance with Texas CDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service;

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. ADMINISTRATION SERVICES.

GrantWorks will be awarded a contract to provide Texas CDBG application and project-related administration services for the 2017-2018 Community Development Fund project.

Section 3. ENGINEERING SERVICES.

Daniel & Brown Inc. will be awarded a contract to provide Texas CDBG application and project-related professional engineering services for the 2017-2018 Community Development Fund project.

Section 4. AWARD CONDITIONAL.


The award of a contract to the above-named services providers shall be dependent on the successful negotiation of a contract with each such service provider.

Section 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

DULY PASSED, AND APPROVED this 13th day of September, 2016.

APPROVED:



Diane C. Piwko, Mayor

ATTEST:



Mary Tate, City Secretary

EXHIBIT B

BUDGET

CITY OF FARMERSVILLE

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03K	Street Improvements - Total	\$244,750	\$41,250	\$286,000
	Street Improvements-Construction	\$204,750	\$41,250 ¹	\$246,000
	Street Improvements-Engineering	\$40,000	\$0	\$40,000
21A	General Program Administration - Total	\$30,250	\$0	\$30,250
TOTALS		\$275,000	\$41,250	\$316,250

Source of Other Funds:

1 – City of Farmersville, Public Works Fund

Agenda Section	Regular Agenda
Section Number	V.D
Subject	Review the City of Farmersville 2017 accomplishments and 2018 goals.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 12, 2017
Attachment(s)	City of Farmersville 2017 Accomplishments and 2018 Goals
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 2017 Accomplishments and 2018 Goals

Entity	2017 Accomplishments	2018 Project Goals
Economic Development Corporation (4A)	<ul style="list-style-type: none"> Supported development of Collin College east campus Completed drone commercial marketing video Completed 4 new industrial proposal packages Attended 5 commercial broker visits Started foundation for regional EDC association Funded rewrite of Subdivision Ordinance and Zoning Ordinance Created interactive map on website Funded and completed 1 facade grant, Wag Jack 	<ul style="list-style-type: none"> Continue supporting development of Collin College east campus Complete industrial proposal packages as candidates are identified Continue commercial broker visits, 1 per month Establish regional EDC association Complete rewrite of Subdivision Ordinance and Zoning Ordinance Fund facade grants as they are identified
Community Development Corporation (4B)	<ul style="list-style-type: none"> Fund or help fund the following projects/activities: Park land purchase Annual fireworks Downtown Christmas decorations Main Street program Chamber Banquet sponsorship J.W. Spain matching grant project Farmersville Heritage Museum contribution 	<ul style="list-style-type: none"> Fund or help fund the following projects/activities: City Park Playground Equipment Park land purchase Annual fireworks Downtown Christmas decorations Main Street program Chamber Banquet sponsorship J.W. Spain matching grant project Farmersville Heritage Museum contribution
Planning and Zoning	<ul style="list-style-type: none"> Support Updating/modernizing zoning ordinance and subdivision ordinance Support Comprehensive Plan 5 year update Concept plan/plat/replat support Support preservation ordinance development 	<ul style="list-style-type: none"> Finalize zoning ordinance and subdivision ordinance Support Comprehensive Plan 5 year update Concept plan/plat/replat support Finalize preservation ordinance
Building and Property Standards	<ul style="list-style-type: none"> Continue property review as required 	<ul style="list-style-type: none"> Continue property review as required
Centennial Committee	<ul style="list-style-type: none"> Managed Old Time Saturday Events Approved funding for: <ul style="list-style-type: none"> Senior Citizens Center parking lot concrete and lighting Library foundation and flooring renovations Civic Center flooring replacement Library ADA ramp renovation Library crawl space ventilation 	<ul style="list-style-type: none"> Manage Old Time Saturday event Complete construction of: <ul style="list-style-type: none"> Senior Citizens Center parking lot concrete and lighting Library foundation and flooring renovations Civic Center flooring replacement Library ADA ramp renovation Library crawl space ventilation
TIRZ Board	<ul style="list-style-type: none"> Funded water line for Big D Concrete 	<ul style="list-style-type: none"> Fund projects on an as needed basis

Entity	2017 Accomplishments	2018 Project Goals
City Amenities Board	<ul style="list-style-type: none"> Received Certificate of Merit for Keep Texas Beautiful Developed partial JW Spain Athletic Complex plan Music in the Park Along with the Rotary placed a Shade Canopy at the Splash Pad 	<ul style="list-style-type: none"> Complete JW Spain Athletic Complex plan Complete partial construction of J.W. Spain matching grant project Music in the Park New playground equipment in the City Park Repair the playground equipment a Southlake Park
Main Street	<ul style="list-style-type: none"> Acquired National Historic Commercial District designation <ul style="list-style-type: none"> Plaque dedicated downtown Plaque information distributed to building owners Audie Murphy Day 2017 Farmers and Fleas Architectural assistance through Main Street Program. Five building owners received help this year Downtown business/building owner coordination Assist with development of Farmersville Heritage Museum <ul style="list-style-type: none"> Funding Displays: Audie Murphy Day, Old Time Saturday Developed new downtown health initiative Help develop and promote downtown businesses <ul style="list-style-type: none"> Facade grant program: 1 business 	<ul style="list-style-type: none"> Audie Murphy Day 2018 Farmers and Fleas Architectural assistance through Main Street Program Christmas Events 2018 Assist with development of Farmersville Heritage Museum Help develop and promote downtown businesses Wayfinding sign project
General	<ul style="list-style-type: none"> Received grant for Collin County Open Space matching grant for J.W. Spain parking improvements. Project value \$100K. Received Main Street grant to improve ADA and drainage issues downtown. Project value \$325K. Received Comprehensive Plan Update Community Development Block Grant (CDBG) for a Comprehensive Plan Update. Project value \$67K. Received Street System Community Development Block Grant (CDBG) for South Rike Street. Project value \$316K. 	<ul style="list-style-type: none"> Complete new Capital Improvement Plan Implement improved monthly report format for Council meetings

	<ul style="list-style-type: none"> • Completed Texas Water Development Board (TWDB) approval for funding a \$5.85M loan for: <ul style="list-style-type: none"> ◦ New wastewater treatment plant design ◦ New collector line design ◦ Collector line easements ◦ Design and update of existing wastewater treatment plant number 1 and 2 ◦ Design and update of all existing lift stations ◦ Design of new west, east, and south lift stations • Completed residential portion of Farmersville Electric AMI system <ul style="list-style-type: none"> ◦ Improved cross-training at customer service desk ◦ Supported board and committee goals ◦ Major reconstruction of waterline on: <ul style="list-style-type: none"> ◦ Jackson Street ◦ Yucca Lane ◦ Major reconstruction the following wastewater lines to improve infiltration properties <ul style="list-style-type: none"> ◦ Jackson Street ◦ SH 78 at Maple, road bore ◦ Santa Fe • Major street reconstruction on the following streets: <ul style="list-style-type: none"> ◦ Yucca (approach) ◦ Westgate (approach) ◦ Santa Fe (Bois D Arc to Buckskin) • Complete the following General Obligation projects <ul style="list-style-type: none"> ◦ Jackson Street ◦ Water system AMI ◦ Audie Murphy Parkway forced main and lift station reconstruction ◦ Chaparral Trail drainage improvement at SH 2194 ◦ Ordered new jetting machine ◦ Fixed storm water drainage issue on Jackson Street ◦ Installed sidewalk to portable building at Junior High School ◦ Installed new driveway approach and curb and gutter in front of Wylie Drilling ◦ Electronically stored past sign and building permit documentation ◦ Supported Clean-Up day and other special events ◦ Improved electrical distribution system reliability <ul style="list-style-type: none"> ◦ Copper primary replacement: 18 projects ◦ Open wire secondary removal: 49 projects ◦ Pole Change outs: 47 poles ◦ Wildlife protection: 52 projects 	<ul style="list-style-type: none"> • Complete design and construction of the following TWDB funded projects: <ul style="list-style-type: none"> ◦ New wastewater treatment plant design ◦ New collector line design ◦ Collector line easement acquisition ◦ Design and update of existing wastewater treatment plant number 1 and 2 ◦ Design and construction of all existing lift stations ◦ Design and construction of new west, east, and south lift stations • Complete the following General Obligation projects <ul style="list-style-type: none"> ◦ Hamilton Street reconstruction ◦ Street sign installation • Complete Farmersville Electric AMI system <ul style="list-style-type: none"> ◦ Gain 1 wastewater class B employee ◦ Silent RR crossing ◦ Support board and committee goals ◦ Reconfigure utilities and drainage behind the Candy Kitchen ◦ Install ADA compliant sidewalk feature in downtown area ◦ Parking lot lighting and concrete for Senior Citizens Center ◦ Receive new jetting machine ◦ Continue wastewater line infiltration improvement projects ◦ New water line for Caddo Park ◦ Construct new storage facilities at Public Works Service Center ◦ New water line for Big D Concrete ◦ Support Clean-Up day and other special events ◦ Develop utility plan for Colin College ◦ Continue electrical distribution system reliability improvements ◦ Implement capital improvement project instituted by the new capital improvement plan
Public Works		

Entity	2017 Accomplishments	2018 Project Goals
Police Department	<ul style="list-style-type: none"> o Sectionalization: 1 project o LED light replacements: 87 lights • Hired a Police Officer, Maggie Olvera. The department was able to convert a civilian position to a sworn position with the blessing/commitment of the city council. • Move forward with an agreement that the Collin County Sheriff Office would continue to provide dispatch services for affected Collin cities. • Citizens on Patrol Program now has an active training program and field training is now in progress with our citizen volunteers. • Instituted and received two grants for Body Worn Camera and Police radio grant which was applied for in 2016. • During the Texas Police Chief's Association Conference, "Best Practices" program, Chief Mike Sullivan and Lieutenant Brian Alford received the department Recognition award that was completed on May 26th, 2016. The Farmersville Police Department has been a Recognized Agency since 2012. • November 4th, 2017 the Farmersville Police Association managed and set-up a City-Wide Clean-up program receiving 176 loads of trash and debris. The Association also received a lot of volunteer help from citizens in this clean-up effort. • All of our patrol personnel attended and completed various training programs to include Crisis Intervention Training (CIT), Active Shooter (Alert Training), Defensive Tactics, and other diverse and required and specialty training throughout the year. • Implemented electronic ticket writers and software system to manage citations and court documentation. 	<ul style="list-style-type: none"> • Prepare for new county radio system deployment (June 2018) • Complete fourth graduating class of the Citizens Police Academy • Apply for one position in the FBI National Academy • Add 1 (one) police vehicle to the fleet • City-Wide Clean-Up (#2)
Fire Department	<ul style="list-style-type: none"> • Passed TCFP inspection for the Department • Awarded Grant from Texas Forestry Service for new brush truck • Instituted an in house Emergency Medical Technician Course • Applied for PPE Grant from Texas Forestry Service • Passed Annual Pump Certification tests • Passed Annual Ladder tests 	<ul style="list-style-type: none"> • System-wide fire hydrant testing • Apply for PPE Grant from Texas Forestry Service • Pass Annual Pump Certification tests • Pass Annual Ladder tests • Prepare for new county radio system deployment

Entity	2017 Accomplishments	2018 Project Goals
Administration	<ul style="list-style-type: none"> Completed cross training among all administrative staff Documented and improved financial procedures for financial reporting Completed one year of City Secretary certification courses Completed preliminary versions of major city documents <ul style="list-style-type: none"> Comprehensive Plan Comprehensive Zoning Ordinance Subdivision Ordinance 	<ul style="list-style-type: none"> Reconfigure Civic Center to be able to host County elections Obtain Transparency Stars level financial transparency Continue City Secretary certification training Approve major city documents <ul style="list-style-type: none"> Comprehensive Plan Comprehensive Zoning Ordinance Subdivision Ordinance Improve the platting and building permitting submittal process Update the sign ordinance Attend major training for the following Incode processes: permitting, document archival, accounting, utilities. Collaborate with Museum Board concerning historical items Continue seeking grants to improve the library and its collections Maintain annual State Library Accreditation Started foundation and floor renovations with the assistance of the Centennial Start digitizing old historical photo collection Establish City Marshal office
Library	<ul style="list-style-type: none"> Collaborate with Museum Board concerning historical items. Received Tocker Grant continuing e-book program Continued seeking grants to improve the library and its collections. Maintain annual State Library Accreditation Started foundation and floor renovations with the assistance of the Centennial Completed exploring City Marshal and have decided to go in that direction Completed cross-training with administrative staff Completed implementing Electronic Ticket Writing process Improved court security by improving the court physical configuration and improving court discipline Improved cycle time and cost around warrant procedures by researching addresses on the citation in advance of mailing the notification of warrant 	
Municipal Court	<ul style="list-style-type: none"> Improved City Council Chamber network support Installed EOC critical components Added additional server to improve network services availability Installed Exchange Server 2013 and completed migration 	<ul style="list-style-type: none"> Develop enterprise security policy. Deploy asset audit database. Develop IT user policies Install RF link between City Hall and the Public Works Service Center Install Incode modules for: Permitting, Content Management, mobile ticket writers Normal cyclic hardware and software maintenance/replacement
Information Technology		

VI. Requests to be Placed on Future Agendas

VII. Adjournment