

#### **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	February 13, 2018
Attachment(s)	FEDC (4A) Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES**

**December 21st, 2017, 2017**

The Farmersville EDC met in regular session on December 21st, 2017 at 6:30 p.m. in the City Hall Council Chambers with the following members present: Kevin Meguire, Robbie Tedford, and Randy Smith. Staff members present were City Accountant Daphne Hamlin, City Manager Ben White. Special guest recognized, Mayor Diane Piwko, Councilman Mike Hurst, and Linda Brown with TEX21.

**CALL TO ORDER**

Chairman Meguire convened the meeting at 6:34 p.m. and announced a quorum was present.

**RECOGNITION OF CITIZENS AND VISITORS**

Special guest recognized, Mayor Diane Piwko, Councilman Hurst and Linda Brown with TEX21.

**PUBLIC COMMENT**

No public comment taken.

**REVIEW KEY INITIATIVE ARE GOALS (KIA'S)**

Mr. White updated the EDC Board on the commercial broker visits. Met with Timothy Veler with Trans western on December 15<sup>th</sup>, 2017, Mayor Piwko attended this meeting as well. Mr. Veler gave a couple major points, remain focused, and make sure marketing package has labor population, average income. Mr. Veler was impressed with the map we showed him. Mr. Veler took a picture of our map and may transition over to the Dallas wide map. Mr. White explained to Mr. Veler the City of Farmersville is currently updating the comprehensive plan and Mr. Veler was very interested in viewing after complete. Mr. Veler said once you have potential business owners interested, need to address the affordability of the area for the employees. Know what is available in housing, medical, high schools, colleges, and Farmersville has strong points in quality of life. Mr. Veler gave us other brokers to contact. Mr. Veler gave us examples of cities who are currently doing good EDC work, City of Sherman, and City of Carrollton. They have the right people in place. Chairman Meguire asked what are those cities doing different to stand out. Mr. White said they have the right people to get the marketing information out, much focused on marketing. Chairman Meguire asked if these meeting are of any value. Mr. White said definitely, getting names of movers and shakers.

**RECEIVE UPDATE ON COLLIN COLLEGE**

No update to provide

### CONSIDER, DISCUSS AND ACT UPON REGIONAL EDC COMMITTEE

Mr. White updated the EDC Board regarding local EDC committee. Mr. White has information on the surround Cities to work with first. Will begin work on the map project after the holidays. Mr. White will send invite to surrounding cities to see if they are willing to participate in the local EDC committee. Chairman Meguire said he will draft letter and send out. Chairman Meguire asked Daphne for addresses and names. Mr. White said doing the map work is easy after complete will call a meeting in Farmersville to see if the surround EDC's would want to work together.

### CONSIDER, DISCUSS AND ACT UPON TEX 21 COMMITTEE

Linda Brown spoke on behalf of TEX 21, gave a little background on herself, elective service for 23 years, 6 years on Duncanville School Board, moved to Irving and ran for City Council, served for over 5 years, Texas House Representative for 12 years, 17 of the 23 years in elective service was dedicated to working on transportation issues. Reason Irving was so interested in transportation, at that time we had 3 major investment studies going at the same time. Irving City Manager knew he could not handle all of this at the same time. In order to received funds from TxDot decided to hold a summit, over 500 people attended. All attendees where from the metro area and all federal agencies. Then it was decided an annual summit could not accomplish enough and decided to create TEX 21, Linda Brown was the first chairman of TEX 21. This way we could work with Austin and Washington to try and increase funding for member Cities. TEX 21 advocates for all transportation, effects everyone in the state. Ms. Brown stated Texas has 19 sea ports, and working on the Panama Canal, Texas being the center of the nation, Texas is poised to dock in Texas and distribute out to the nation. Ms. Brown state the Texas population grew by 400k and will continue to grow. Ms. Brown discussed current transportation projects and funding. Ms. Brown stated TEX 21 collectively through the member cities, find funding for transportation in the state of Texas. Ms. Brown offering City of Farmersville to join TEX 21 to work with us and believe you will see a direct benefit. Ms. Brown mentioned the outer loop, which will come around Farmersville. We have been lobbying for the outer loop. Current plan for the outer loop is to go thru Farmersville, thru Kaufman, and hit Highway 45 on south side. Ms. Brown stated more ships are being scrapped and going to larger ships. Currently 24k carrier ships have been ordered in order to take care of the growth. This is a cheaper way and environmental sound way for shipping. Ms. Brown stated it would off load a lot of traffic from Highway 380. Ms. Brown stated this could help Farmersville with economic growth, improve mobility, and give the opportunity for a distribution center. Ms. Brown stated dues for TEX 21 are based on population, Farmersville membership would be 2,500k. Mr. Tedford asked what are voting members based on. Ms. Brown said every member city has a vote. Ms. Brown said you can have one member attend meetings. Mr. Tedford asked about the funding of TEX 21. Ms. Brown stated various ways either by the City, EDC Board, or spilt between

City and EDC Board. Chairman Meguire asked if Farmersville EDC Board joins would we become a voting member. Ms. Brown said yes, you will vote on all policies. Mr. Tedford felt it would be worth reviewing with all EDC board members present.

#### RECEIVE UPDATE ON HOMEGROWN PLANTS

Mr. White stated Home Grown still wants gas line, first need is the easement for the lift station, City is asking to purchase the actual piece of land. Currently working on the appraisal of property now. Mr. White suggested no further action until lift station is complete.

#### CONSIDER, DISCUSS AND ACT UPON COMPREHENSIVE PLAN GRANT

Mr. White updated the EDC Board on the Comprehensive plan grant. Mr. White stated in the past year we received a grant to update the comprehensive plan. There were a lot of public meetings that helped with the input of the comprehensive plan. Grant required certain sections be generated. In all the sections there is a total of 380 pages of good data. This data will be used to go into the actual comprehensive plan. Mr. White stated there is an EDC plan section. This will allow different groups to review. Mr. White asked that the EDC board review the EDC plan section. Mr. White said he should have come during the EDC budget process and asked for assistance with the grant match of 17k. Mr. Tedford asked to have more information and time to review. Chairman Meguire asked to move to the next meeting to discuss. Chairman Meguire feels Farmersville EDC should invest money into bringing in businesses. Mr. White will ask Sandra to pull out the EDC section and forward to EDC Board.

#### RECEIVE UPDATE ON CAMDEN PARK PROJECT

Mr. White stated Camden Park continues to develop. Moving forward with sewer lines, street is to grade, pad sites to grade. Texas New Mexico helping with the first pass of the electrical design, need to know where the crossings are in order to place electric. First home will be March/April 2018. Daniel Brown Engineering pushing hard to get bid package out in January. Mr. Tedford asked how long it takes to complete lift station. Mr. White stated 4 months.

#### RECEIVE UPDATE ON 2016-2017 EDC 4A ACCOMPLISHMENTS

Mr. White presented the accomplishments for 2016-2017 EDC Board. (See attached). Need to add 10 business initiatives retention visits to list. Mr. White stated after workshop will update goals for 2017-2018.

#### CONSIDER, DISCUSS AND ACT UPON ITEMS FOR PAYMENT

On a motion made by Mr. Tedford to approve items listed for payment (Kimley Horn, \$8,645.00, zoning ordinance re-write) with the a second by Mr. Smith, motioned carried.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS  
FOR DECEMBER 2017

On a motion made by Mr. Tedford to approve financial statements as presented with a second by Mr. Smith, motioned carried

On a motion made by Mr. Tedford to amend the budget for 2017-2018 by \$17,960 for zoning ordinance re-write, second by Mr. Smith, motion carried.

CONSIDER, DISCUSS AND ACT UPON MEETING MINUTES FOR NOVEMBER 30<sup>TH</sup>  
2017.

On a motion made by Mr. Smith to approve minutes as presented for November 30th, 2017, second by Chairman Meguire, motion carried.

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


Set meeting for January 2018

DISCUSSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

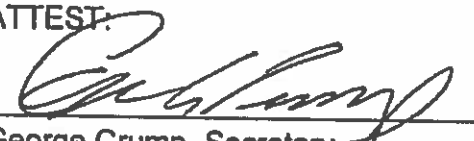
EDC Committee  
TEX 21 Committee  
Comprehensive Grant  
Big D Concrete

ADJOURNMENT:

Meeting adjourned at pm. 8:15

  
\_\_\_\_\_  
Jason Lane, Chairman

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	February 13, 2018
Attachment(s)	FEDC (4A) Financial Report: NO BANK STATEMENT
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

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

**January 2018**

**Prepared by: Daphne Hamlin**



**Farmersville Economic Development Corp 4A**  
**January 2018**

<b>Statement Balance 1-1-2018</b>	<b>\$171,223.23</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$16,423.31</b>
<b>Cking Int .05%</b>	<b>\$6.99</b>
<b>CD Interest</b>	<b>\$127.39</b>
<b>Transfer to Texpool</b>	
<b>check 1297</b>	<b>\$(8,645.00)</b>
<b>Statement balance 1-31-2018</b>	<b>\$179,135.92</b>

**Outstanding Transactions**

<b>Sales Tax</b>	
<b>Transfer to Texpool</b>	
<b>CD Interest</b>	
<b>Outstanding checks 1298</b>	<b>\$(7,500.00)</b>
<b>Balance 2-7-2018</b>	<b>\$171,635.92</b>

[illegible]

Agenda Section	Informational Items
Section Number	IV.C
Subject	FCDC (4B) Meeting Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	FEDC (4B) Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)**

**MINUTES ~ December 11<sup>th</sup>, 2017**

**5:45 P.M. City Council Chambers**

**PRELIMINARY MATTERS**

The Farmersville Community Development Corporation Board met on December 11<sup>th</sup>, 2017 in the City Council Chambers at City Hall. President John Politz called the meeting to order at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: John Politz, Katherine Hershey, John Garcia, Jesse Nelsen, and Tobey Ferguson. Others recognized were Daphne Hamlin, City of Farmersville Finance Director; Mayor Diane Piwko; Lisa Eastman, Leaca Caspari, Donna Williams, Randy Rice, Mary Berry and City Manager Ben White.

**PUBLIC COMMENT**

President John Politz opened the floor for comments; no one spoke.

**CONSIDER FOR APPROVAL NOVEMBER 13TH, 2017 MEETING MINUTES**

John Garcia made a motion to approve the minutes of November 13<sup>th</sup>, 2017 as written. Motion was seconded by Mike Goldstein and passed unanimously.

**CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT**

Katherine Hershey made a motion to approve the items as presented for payment. Motion was seconded by Tobey Ferguson and passed unanimously. Mike Goldstein made a motion to amend items for payment to include \$750 for Texas Lake Trail Region. Motion was seconded by Katherine Hershey and passed unanimously.

**CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR NOVEMBER 2017 AND ANY REQUIRED BUDGET AMENDMENTS**

Tobey Ferguson made a motion to approve the November 2017 financial statements as presented. Katherine Hershey seconded the motion, which passed unanimously.

**DISCUSSION AND POSSIBLE ACTION REGARDING PLAYGROUND EQUIPMENT**

Mr. White started out by saying, he took back the comments from the previous CDC Board meeting to the Amenities Board regarding the playground equipment. Mr. White presented to the Amenities Board the ideas with, what would it take to repair the equipment at South Park and not move the equipment from one place to another. Also, to add a piece of equipment to the City Park. Mr. White presented the quote received from Gulf Coast. Mr. White said it would cost a lot less to integrate a slide to the existing playground equipment. Gulf Coast recommended platforms, Oceanside structure has several decks and platforms. Oceanside structure integrates into our existing playground equipment. City Amenities Board likes this idea of integrating this playground equipment, cost for the Oceanside is \$22,581. Mr. White said the recommendation is to purchase Oceanside and install engineered wood fiber at the City Park, and to get a quote to repair existing equipment at Southlake Park. Mr. Goldstein asked about comparative cost for replacing or repairing playground equipment at Southlake Park. Mr. White said they are working on those quotes. Ms. Ferguson asked about a piece of playground equipment related to a merry go round, has any of the reps. presented anything like this. Mr. White stated the pieces presented fit into the smaller area. We can definitely look into other options. Mr. White will bring this back to the Amenities board to – narrow down pricing on Oceanside – other options – spinning type activity – cost Southlake Park repairs.

### DISCUSS MAIN STREET MANAGER SEARCH PROGRESS

Mr. White updated the CDC Board on the search for the new Main Street Manager. We have received a few applications and will start the interview process soon. Daphne and I will start with the interview process to see if the candidates meet the qualifications and if so bring them back to CDC Board and Main Street Board for an interview. A recommendation was made by the Main Street Board to raise the salary by 20K. Mr. White discussed the possibility of combining positions. Other small towns have the same dilemma as we do. If we combine EDC and CDC/Main Street Directors. EDC would add jobs to the Farmersville area. This position would be funded by all entities. Mr. White stated he has not even approached EDC Board yet, wanted to discuss this with CDC Board before going forward. Mr. White asked what the CDC Board position on this idea. Chairman Politz feels that the energy would not be equal for all boards. Ms. Caspari said she understands the issue it's not a new problem, trying to stretch resources to accomplish a lot of things. This has been tried before and it was a disaster. It's difficult because they are two different beast. Chairman Politz sees where it could be a tug of war. Mr. White said that he is trying to get the talent level up, part of the idea is to get the salary up to get the talent. Ms. Berry asked if we could discuss the pros for combining this position. Ms. Berry said the idea is you're looking to increase the talent of the person you hire. There are overlapping skills that apply to both jobs. The idea is not worrying about so much of the tug of war of time but getting a person that has the skill set to manage the position and know the time requirements. Chairman Politz said if EDC Board sees the need then they need to hire someone part time. Chairman Politz stated he does not see the benefit for CDC to combine the positions. Mayor Piwko stated as a council representative, we watch all the boards, the EDC has done a lot of work, we receive a lot of bid package request and Mr. White needs to respond quickly, where we see the overlap is that Mr. White would not get pulled away to send out these bid packages, if we had that someone as a backup to Mr. White. I know it is asking a lot from that person, it's all about finding the right person. Chairman Politz still feels it is not a good idea, too much responsibility in the Main Street program. Mr. White asked the board's opinion on this position. It was the CDC Board's decision not to combine the positions.

### CITY MANAGER REPORT – BEN WHITE

JW Spain has hit the back burner for now. Christmas lights installed, Christmas Parade a success – Library closed for repairs – Clean up still do not have final numbers – Main Street Grant going forward, environmental approval complete. Camden Park development continues. Installing wastewater lines. West-side lift station is critical. Received fund for the wastewater system improvements. Awaiting final environmental clearance with TWDB. Engineering work has begun on the west side lift station. We have 180 days to complete the west side lift station.

### MAIN STREET MANAGER UPDATE

Chairman Politz stated search continues for Main Street Manager. Currently Randy Rice is taking up the slack making sure all reports are submitted.

### DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The next board meeting will be held on January 8<sup>th</sup>, 2017.

Directional signage

### ADJOURNMENT

There being no further business, John Politz adjourned the meeting at 7:51 PM.

Signatures:

  
John Politz, President

  
Cynthia Craddock-Clark, Secretary

Agenda Section	Informational Items
Section Number	IV.D
Subject	FCDC (4B) Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	FEDC (4B) Financial Report: NO BANK STATEMENT
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

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

**January 2018**

**Prepared by: Daphne Hamlin**

**Farmersville Community Development Corp 4B**  
**January 2018**

Statement Balance 1-1-2018	\$276,161.23
Deposits:	
Sales Tax:	\$16,423.31
New Checking Int. .05%	\$11.75
Wire Fee	\$(10.00)
Checks 2746,2749-2751,2753	\$(2,545.37)
Balance 1-31-2018	\$290,040.92

**Outstanding Transactions**

Sales Tax	
Transfer to Texpool	
CD Interest	
Outstanding checks 2752	\$(50.00)
Balance 2-7-2018	\$289,990.92



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

2/7/2018

	October	November	December	January	February	March	April	May	June	July	August	September
<b>Beginning Bank Balance</b>	254,342.12	\$254,014.74	\$282,399.63	\$276,111.23				\$0.00	\$0.00	\$0.00		\$ -
<b>Deposits:</b>												
Sales tax deposits	19,322.84	19,542.30	\$17,078.99	18,423.31								
Interest income-bank	10.42	10.38	\$11.21	11.75								
Transfer to TexPool												
Transfer From Texpool to First Bank												
Misc	(10.00)	(10.00)	-\$10.00	(10.00)								
Purchase new checks												
Misc. account adj												
<b>Total Revenues</b>	283,666.38	273,557.40	279,479.83	292,536.29			\$0.00	\$0.00	\$0.00	\$0.00		\$ -
<b>Disbursements:</b>												
<b>Main Street Personnel &amp; Supplies</b>												
Personal												
Supplies												
Miscellaneous	\$ 273.76	\$ 1,755.77	\$ 1,288.00	\$ 480.82								
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	\$ 675.00	\$ 675.00	\$ 875.00	\$ 200.00								
Colin College Sponsorship												
Parks Equipment												
National Register Plaques	703.70	\$ 1,750.00	\$ 703.70									
Safety Equipment		\$ 1,977.00	\$ 204.19	\$ 1,854.45								
November 4 clean up day												
Christmas Lights	10,000.00											
North East Texas Trail		5,000.00	\$ 519.71									
<b>Total Expenses</b>	29,650.84	11,157.77	3,388.80	2,545.37								
<b>Ending Bank Balance</b>	254,014.74	262,398.63	276,111.23	289,990.92								
<b>TEXPOOL Balance</b>	85,792.95	\$85,867.00	\$85,862.80	\$86,047.62								
<b>Interest income-TEXPOOL</b>	\$ 75.12	\$ 74.05	\$ 85.80	\$ 84.82								
<b>Total Available Funds</b>	339,807.69	348,265.63	362,054.03	376,038.54								

Signed:

## 27/2018

### Excess Revenue Over Expenses

Agenda Section	Informational Items
Section Number	IV.E
Subject	City Amenities Board Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	City Amenities Board Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**Farmersville City Amenities Board  
Minutes For  
January 4th, 2018**

Suzie Grusendorf, John Young, Glenn Bagwell, Miranda Martin, Cathy Strong, and Charlotte Holloway were all present for the meeting. Also present was City Manager Ben White, Council Liaison Mayor Diane Piwko, and Paula Jackson as staff liaison.

**I. CALL TO ORDER**

Meeting was called to by Miranda Martin at 4:20

**II. APPROVAL OF MINUTES**

Approval of the December 7th, 2017 meeting minutes.

- Motion made by: Miranda Martin
- Second made by: Charlotte Holloway
- Motion Carried all in favor
- 

**III. MICHAEL KINARD with the Corp of Engineers**

Michael Kinard came to the Board just to give information on the Caddo Park. It has been closed 7 years and it will take 2 to 3 years to get it open again. The Parks were hit hard with the floods of 2015 and tornados 2 years ago. The big issues at this time is Water. The Corp of Engineers now have a contract with the City of Farmersville to get a water line to the entrance to the Park, but that is about 1 year out. The Asphalt, restrooms and any out building will need to be redone.

Things about Caddo Park: it is day use only, 2 ponds, boat ramp to the lake, picnic area, ADA fishing dock, 2 restrooms, a walking trail and a concrete pad for a park host.

Miranda Martin ask if it would be possible for the Amenities Board to take a tour of the facilities. Michael says he would check on it.

**IV. UPDATE ON THE SENIOR CITIZEN CENTER**

Dorothy (Woody) Wright was not at the meeting to give a report. Cathy Strong stated all is well at the Center.

**V. UPDATE ON THE LIBRARY/CIVIC CENTER**

The Library is still going through their remodel and just learned the carpet is delayed, so this will push the reopen to the middle of March.

Funding: Ben stated there are no extra funding this year, but next year will need to in for computer use funding. It was mentioned the Commissioners Court didn't feel it was their place to support libraries.

Miranda Martin ask how many computers are in use now. Trisha replied they have 9 Public computers.

The Mayor and Council have gone to the Commissioners and ask for funding, it would be good for the Amenities Board to write letters. If the funding doesn't come through it may come down to the library charging for the county people to use the library.

The Civic Center is being leveled and the flooring will be replaced.

#### **VI. UPDATE ON THE PARKS AND RECREATION**

A. Ben White gave an update the new Park Equipment. 4B approved Oceanside, Serpent Pod Climber and the 3 Panel Cyclone Challenger. Miranda Martin and John Young attended the 4B meeting and was ever excited 4B also wanted the board to look into some type of sit and spin or marry - go - round. Ben White will get to Miranda Martin and come up with the option for the Sit and Spins. Ben also brought to the meeting samples of rubber mulch and a sample of the wood fiber we currently use. The Rubber mulch is very costly and wood fiber is cost effective.

Ben also stated the 4B ask him to get the cost to replace all the plastic parts not just the slide. He will get the information for them. 4B would also like to see a new swing set at Ramblers Park.

B. Music in the park, Miranda spoke up and said she word like to have more types of music. The Board review the dates on the calendars. The dates will be: June 1, 2018, July 6, 2018 and August 3, 2018.

- Motion made by: Suzie Grusendorf
- Second made by: Miranda Martin
- Motion Carried all in favor

C. Statue for the Splash Pad at Ramblers: Melissa Grabowski spoke to the board and on behalf of Layla. This little girl was a student of Ms. Grabowski's Head Start Class. Layla was diagnosed to DIPG which is a Brain Tumor that effects walking, talking and swallowing. She passed away May 17<sup>th</sup> 2017. She loved playing at the Splash Pad so Melissa and others in the community raised money to pay for the statue and they have requested that it be placed at Ramblers Park at the Splash Pad. There will be a dedication ceremony on February 17<sup>th</sup>, 2018 which is Layla's Birthday.

#### **VII. UPDATE FROM CITY MANAGER BEN WHITE**

Ben White report:

Ben reported on the following:

- JW Spain Athletic Complex improvements status.
- Downtown – repainting of the gazebo and the
- Civic Center/Library/Senior Center – Several projects approved for improvements, Senior Center parking lot and lighting, the Library floor damage due to mold. The Library to be closed for about 2 months.

**VIII. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDA**

- Music in the park for the summer program
- Update 4B meeting on Playground Equipment
- Update on dedication for Layla's Statue

**IX. ADJOURNMENT**

Meeting adjourned at 5:58 PM

- Motion made by John Young
- Second by Suzie Grusendorf
- Motion passed all in favor

ATTEST:

APPROVE:

  
Paula Jackson, Assist to the City Manager

  
~~Glenn Bagwell-Chairman~~  
Miranda Martin (ms)

Agenda Section	Informational Items
Section Number	IV.F
Subject	Main Street Board Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Main Street Board Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **Farmersville Main Street Board Minutes December 11th, 2017 City Hall**

### **Call to Order, Roll Call, Recognition of Visitors:**

Meeting called to order at 4:45 PM by President Randy Rice. Present were board members Doris Cooks, Glenda Hart, Mary Berry, Randy Rice, Kim Smith Cole and 4B representative John Politz. Also present Leaca Caspari, Lisa Eastman, Donna Williams, Mayor Diane Piwko, City Manager Ben White, and City Accountant Daphne Hamlin. No one wished to come forward

### **Consider for approval November 13th, 2017 Meeting Minutes:**

There was no discussion regarding the November 13th, 2017 meeting minutes; motion to approve by Glenda Hart, second by Kim Smith Cole. Minutes were approved as presented.

### **Consider for approval November 2017 Financial Statement:**

The statement was approved as presented.

### **Main Street 10 criteria annual report**

President Randy Rice, discussed the annual report due to the State, regarding what has been accomplished through the Main Street, deadline is November 30<sup>th</sup>, 2017. Report was submitted November 28<sup>th</sup>, 2017. Waiting to hear from the Main Street Board to see if we met the criteria to remain recognized.

### **Farmers & Fleas Market Report**

President Randy Rice reported Farmers and Fleas in November was sold out. Same as for last month. Receiving good feedback from our vendors. Hoping that this growth will continue. Brings both local and out of towners downtown.

### **New Manager Search process update: Ben White**

Mr. White stated we have received a few more applications for this position, we have selected a few to bring in before the end of the year for an interview. Applicants look good, make sure they met the qualifications before sending to the Main Street and CDC Board for review. Mr. White stated, he feels this position needs more funding. Recommending a 20K per annual increase, will make this recommendation to the CDC Board today. Feels this will attract really good talent. Another possibility, and will bring up to EDC, is to help contribute toward this position, getting a person in marketing with the ability to attract people to the downtown and outside businesses. All options are on the table. January meeting is set up with EDC to discuss this option. Mr. White asked the Main Street Board if this would be beneficial to pursue. Mr. White said he has researched this option with the Texas Main Street Board, this is very typical with small Texas towns. To have Main Street Manager and Chamber Manager performing both job functions. Some Texas Cities also perform both EDC and CDC duties. President Rice wanted to address the increase in salary. Ms. Smith-Cole stated the salary definitely needs to be raised. It



is the census of the board to pass on to the CDC Board to discuss the possibility of increasing the salary by 20k.

President Rice asked the census of the board of combining the position of 4A Director and Main Street Manager. Mr. White said this would be one person performing both duties. Splitting the salary cost between the entities. Mr. White stated that EDC 4A does not have a full time staff, what they have are volunteers and lean a lot on me. Ms. Berry stated she did a lot of research, that if you want a City that is growing and consider vibrant, you have to have a City that who lives here wants to come downtown. Mr. White said it is no doubt, it is a part of our culture to promote the downtown area. Ms. Berry stated there is a lot of overlap with Economic Development and Main Street Manager, both would benefit with having a higher caliber person in that position. Mr. White felt that it would benefit to have both positions integrated. Currently what we have going for us is the previous employee had a 4 day work week. President Rice stated that the previous employee worked a lot that was not on the clock. Ms. Smith – Cole said there is only so many hours a day to work and to expect someone to take on both positions is not possible. Ms. Smith – Cole does not want to see anything taken away from Main Street, why cannot 4A hire someone full-time? Ms. Berry said the benefit would be getting a person with greater skills. Not necessarily someone with more education but experience. President Rice said one thing I see is this person being pulled in many directions. Ms. Williams said 4B is funding a program, not a position. Mr. White said what he is going to do is to bring up this discussion with the CDC 4B board. President Rice feels this is not going to be a decision they can make tonight.

#### **Treats for Tatum Report**

President Rice stated this event went very well, served approximately 260 students, including home school students

#### **Shop Local for Holidays**

President Rice stated asking downtown businesses to stay open late on Thursday nights. Last Thursday was the first one.

#### **National Register District Plaque**

President Rice stated last Saturday night Paul Kelly did the unveiling in honor of his mother Hattie Kelly. Could not tell how many attended. Wendy will write an article for the paper.

#### **Main Street Manager Report:**

President Rice said the Main Street Manager Report due in November is complete. Downtown merchants had their red carpet night, very well attended.

#### **City Manager Report and Comments**

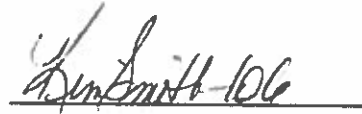
Mr. White started off by saying that he appreciates the support given by this board. Downtown Christmas lights are up. The parade was a success and appreciate the support.

**Discussion of placing items on future agendas:**  
No items

**Adjournment:** With no further business to discuss, the meeting was adjourned by Randy Rice at 5:32 PM

A handwritten signature in black ink, appearing to read "R. Rice", written over a horizontal line.

Randy Rice, President

A handwritten signature in black ink, appearing to read "Kim Smith-Cole", written over a horizontal line.

Kim Smith-Cole, Secretary

Agenda Section	Informational Items
Section Number	IV.G
Subject	Main Street Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Main Street Monthly Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Main Street Monthly Report  
January 2018  
Reported by  
Reagan Rothenberger



**ORGANIZATION/ADMINISTRATION:**

	Administrative assistance provided by Debbie Ranspot. Files management, Farmers & Fleas Market assistance.
5	Fleas Committee meeting.
8	Farmers and Fleas Review. Deposited proceeds.
8	Main Street Board meeting.
8	Attended Farmersville Community Development Corp. Board meeting.
9, 23	Attended City Council meeting.
10	Interviewed candidate for position of Main Street Manager.
10	Submitted Reinvestment Report.
11	Discussions with Chamber of Commerce re mutual support
17, 18, 22, 27, 28	Worked on updating Calendar of Events, Downtown Shopping Guide,
18	Attended 4A meeting.
18	Attended Business After Hours at Simplexity.
22	Arranged interview with Farmersville Times reporter for Reagan Rothenberger.
25	Attended Chamber of Commerce Morning Networking meeting.
25	Attended Farmersville Heritage Museum meeting.
26	Reagan spent time in the office organizing the space.
29	Reagan Rothenberger's first official day on the job.
30	Reagan renewed membership with National Trust for Historic Preservation in order to retain status.

**PROMOTION:**

6	Farmers & Fleas Market
18	Attended Business After Hours at Simplexity.
26	Farmers Times interviewed Reagan. Article to appear in Feb. 1 edition.
30, 31	Reagan spend time reviewing tasks pertaining to Farmers and Fleas.

**DESIGN:**

8	Began working on adding historic district markers on Main Street at the north and south boundaries of the district. Received funding approval from 4B. Gave quote from Southwell Co. to Daphne Hamlin.

**ECONOMIC RESTRUCTURING:**

2	Country Roads Trading Post opened at 110 McKinney
29, 30, 31	Reagan met with numerous community stakeholders.

Agenda Section	Informational Items
Section Number	IV.H
Subject	Texoma Housing Partners Agenda & Documents
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Texoma Housing Partners Agenda & Documents
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Jan 30, 2018

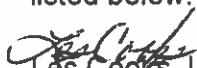
To: Farmersville City Secretary (Sandra Green)

Subject: Texoma Housing Partners (THP)

1. I'm providing the attached information for review by the City Council Members:

- a. January 2018 Occupancy/Vacancy Report (All Cities)
- b. January 29, 2018 Board of Commissioners Meeting Agenda
- c. December 11, 2017 Board of Commissioners Meeting Minutes
- d. THP Combined Income Statement & Balance Sheet
- e. THP Maintenance Organization (Updated)
- f. THP Vision Statement & Mission Statement (New)
- g. History of the Texoma Housing Partners Consortium

2. If you have any questions, please contact me at the telephone number listed below.. Thanks for your support.

  
Les Cooks, Lt. Col, USAF (Ret.)  
THP Board of Commissioners  
Farmersville, TX

(972) 532-7172

**Texoma Housing Partners**  
**Occupancy/Vacancy**  
**All Cities**

Property	0 BR	1 BR	2 BR	3 BR	4 BR	Total Units	Units Offline	Total Units Available	No. Occupied	% Available Occupied	Vacancies	Waiting List
Bells	2	6	7	3	1	19	19	19	18	95%	1	40
Bonham	0	16	48	20	8	92	1	91	89	99%	2	71
Celeste	0	13	7	4	0	24	0	24	24	100%	0	19
Ector	0	0	6	3	1	10	10	10	10	100%	0	29
Farmersville	0	35	6	8	0	49	49	49	48	98%	1	47
Gunter	0	5	2	5	0	12	12	12	12	100%	0	21
Honey Grove	0	35	18	15	2	70	5	65	63	97%	2	19
Howe	0	12	6	4	0	22	22	22	21	95%	1	57
Ladonia	0	4	10	5	1	20	1	19	19	100%	0	5
Leonard	4	28	12	4	2	50	1	49	48	98%	1	18
Pottsboro	0	2	6	3	0	11	11	11	10	91%	1	30
Princeton	0	10	4	2	0	16	16	16	16	100%	0	64
Savoy	4	6	12	3	0	25	25	25	25	100%	0	25
Tom Bean	2	8	5	2	2	19	19	19	19	100%	0	38
Trenton	0	4	9	4	0	17	17	17	17	100%	0	29
Tlaga	0	4	1	1	0	6	6	6	6	100%	0	14
Van Alstyne	0	8	10	2	0	20	20	20	20	100%	0	68
Whitewright	0	14	10	8	0	32	32	32	32	100%	0	45
Windom	0	2	2	2	0	6	6	6	5	83%	1	7
<b>Total</b>	<b>12</b>	<b>212</b>	<b>181</b>	<b>98</b>	<b>17</b>	<b>520</b>	<b>8</b>	<b>512</b>	<b>502</b>	<b>98%</b>	<b>10</b>	<b>646</b>

As of January 2018

## THP BOARD OF COMMISSIONERS MEETING AGENDA

Bonham Administrative Office  
810 W. 16<sup>th</sup> St., Bonham, TX  
5:30 PM – Monday – January 29, 2018



**A. Call to Order & Declaration of a Quorum**

**B. Invocation and Pledges**

**C. Approval of Minutes: Approve Meeting Minutes for December 2017**

**D. Executive Director's Report**

- a. Maintenance Department Update
- b. Honey Grove Reconstruction Update
- c. 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. **December 2017 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.

**F. Action**

- a. **Approve FYE 3/30/2019 Operating Budget**  
Allison Reider, Executive Director page #8
- b. **Approve THP Vision/Mission Statement**  
Allison Reider, Executive Director page #11
- c. **FYE 2018 Budget Status Update**  
Becky Miles, CPA Consultant page #12

**G. Citizens to be Heard**

**H. Adjourn**

**APPROVAL**

Allison Reider  
Executive Director



*The Nation's First Affordable Housing Consortium*

PO Box 545 | 810 W. 16<sup>th</sup> St. Bonham, TX 75415 | (903) 583-3336 – Toll-Free (800) 238-1618 | [www.texomahousing.org](http://www.texomahousing.org)



MINUTES OF THE MEETING OF THE  
TEXOMA HOUSING PARTNERS  
BOARD OF COMMISSIONERS  
December 11, 2017

Members Present: Marty Burke (Celeste); Frank Budra (Pottsboro); Cliff Gibbs (Gunter); Tracy Teel (Ector); Les Cooks (Farmersville); Patti Kanegae (Tioga); Glen Lee (Honey Grove); Lori Clayton (Bonham); Pam Glass (Princeton); Virgil Cornwell (Savoy); Libby Schroeder (Leonard); Cecil Jones (Ladonia);

Staff Present: Allison Reider, Susan Ensley, Mike Hayes, Jan Knight, Susie Orman, Kathy Steed, Elizabeth Miles

Guests Present: Andy Rich, McClanahan & Holmes

- A. Chairman Burke called the meeting to order and a quorum was declared of the Board of Commissioners at 5:30 P.M.
- B. Invocation and Pledges
- C. A motion was made by Lori Clayton to approve the minutes of the meeting of September 2017. The motion was seconded by Cecil Jones. Motion carried.
- D. Public Housing Director's Report: Susan Ensley provided the occupancy report to the Board and reported a 98 % occupancy rate across the 19 properties. Allison Reider provided the board with a presentation on the Public Housing Assessment System (PHAS). The presentation explained how each housing authority is scored annually in categories such as financial, occupancy and physical inspection of the properties.
- E. A motion was made by Cecil Jones to approve the Consent items. This motion was seconded by Frank Budra. Motion carried.
- F. Action
  1. Approve FYE 3/31/17 Audit: Andy Rich with McClanahan & Holmes presented the audit to the board. A motion was made by Frank Budra to approve the audit. The motion was seconded by Cliff Gibbs. Motion carried.
  2. Approve Capitalization and Smoke Free Policies: A motion was made by Cliff Gibbs to approve both the Capitalization and Smoke Free Policies. The motion was seconded by Cecil Jones. Motion carried.
  3. Approve Proposed 5 Year Capital Improvements: A motion was made by Virgil Cornwell to approve the proposed 5 year capital improvements plan. The motion was seconded by Les Cooks. Motion carried.
  4. Budget status update: Elizabeth Miles discussed the financials as of October 2017. She informed the Board that she was working to generate reports that would provide timely information to staff and the Governing Board. She recommended no changes to the budget at this time.
- I. Cecil Jones made a motion to adjourn. It was seconded by Cliff Gibbs. Adjourned by Chairman Burke at 6:50 PM.

# Income Statement - THP Combined

Report Ending Date: 12/31/2017

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	This Month Actual	This Month Budget	Variance Better (Worse)	Year-To-Date Actual	Year-To-Date Budget	Variance Better (Worse)
<b>Operating Revenue</b>						
Dwelling Rents	\$112596.40	\$0.00	\$112596.40	\$1011216.31	\$0.00	\$1011216.31
Excess Utilities	\$1924.18	\$0.00	\$1924.18	\$54448.07	\$0.00	\$54448.07
Operating Subsidy	\$117928.00	\$0.00	\$117928.00	\$959401.01	\$0.00	\$959401.01
Capital Funds - Operations	\$0.00	\$0.00	\$0.00	\$577986.00	\$0.00	\$577986.00
Interest Income	\$0.00	\$0.00	\$0.00	\$875.53	\$0.00	\$875.53
Other Revenues	\$2067.72	\$0.00	\$2067.72	\$19767.39	\$0.00	\$19767.39
<b>Total Operating Revenues</b>	<b>\$234516.30</b>	<b>\$0.00</b>	<b>\$234516.30</b>	<b>\$2623674.31</b>	<b>\$0.00</b>	<b>\$2623674.31</b>
<b>Operating Expenses</b>						
Administrative						
Administrative Salaries	\$33755.26	\$0.00	-\$33755.26	\$292843.63	\$0.00	-\$292843.63
Employee Benefits	\$6413.66	\$0.00	-\$6413.66	\$141742.43	\$0.00	-\$141742.43
Travel	\$1540.08	\$0.00	-\$1540.08	\$13551.15	\$0.00	-\$13551.15
Accounting Fees	\$8700.00	\$0.00	-\$8700.00	\$33222.50	\$0.00	-\$33222.50
Auditing Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IT Costs	\$5239.93	\$0.00	-\$5239.93	\$74534.93	\$0.00	-\$74534.93
Other Administrative Costs	\$15450.05	\$0.00	-\$15450.05	\$235439.16	\$0.00	-\$235439.16
<b>Total Administrative</b>	<b>\$71098.98</b>	<b>\$0.00</b>	<b>-\$71098.98</b>	<b>\$791333.80</b>	<b>\$0.00</b>	<b>-\$791333.80</b>
<b>Tenant Services</b>						
Tenant Services Salaries	\$3584.65	\$0.00	-\$3584.65	\$14338.58	\$0.00	-\$14338.58
Employee Benefits	\$522.04	\$0.00	-\$522.04	\$3567.83	\$0.00	-\$3567.83
Other Tenant Services Costs	\$1958.22	\$0.00	-\$1958.22	\$9434.77	\$0.00	-\$9434.77
<b>Total Tenant Services</b>	<b>\$6064.91</b>	<b>\$0.00</b>	<b>-\$6064.91</b>	<b>\$27341.18</b>	<b>\$0.00</b>	<b>-\$27341.18</b>

# Income Statement - THP Combined

Report Ending Date: 12/31/2017

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 116, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	This Month Actual	This Month Budget	Variance Better (Worse)	Year-To-Date Actual	Year-To-Date Budget	Variance Better (Worse)
<b>Utilities</b>						
Water	\$12312.94	\$0.00	-\$12312.94	\$115024.02	\$0.00	-\$115024.02
Electricity	\$1133.77	\$0.00	-\$1133.77	\$65772.67	\$0.00	-\$65772.67
Gas	\$863.04	\$0.00	-\$863.04	\$3792.88	\$0.00	-\$3792.88
Sewer	\$7963.14	\$0.00	-\$7963.14	\$78375.29	\$0.00	-\$78375.29
Garbage	\$5380.37	\$0.00	-\$5380.37	\$51728.51	\$0.00	-\$51728.51
<b>Total Utilities</b>	<b>\$27753.28</b>	<b>\$0.00</b>	<b>-\$27753.28</b>	<b>\$314693.37</b>	<b>\$0.00</b>	<b>-\$314693.37</b>
<b>Maintenance</b>						
Maintenance Salaries	\$40493.92	\$0.00	-\$40493.92	\$373103.67	\$0.00	-\$373103.67
Employee Benefits	\$8200.43	\$0.00	-\$8200.43	\$169524.70	\$0.00	-\$169524.70
Materials	\$10416.35	\$0.00	-\$10416.35	\$243000.11	\$0.00	-\$243000.11
Maintenance Contract Costs	\$8088.95	\$0.00	-\$8088.95	\$154937.62	\$0.00	-\$154937.62
Maintenance Vehicle Costs	\$669.28	\$0.00	-\$669.28	\$43136.11	\$0.00	-\$43136.11
Protective Services	\$0.00	\$0.00	\$0.00	\$4200.00	\$0.00	-\$4200.00
<b>Total Maintenance</b>	<b>\$66048.93</b>	<b>\$0.00</b>	<b>-\$66048.93</b>	<b>\$987902.41</b>	<b>\$0.00</b>	<b>-\$987902.41</b>
<b>General Expenses</b>						
Insurance	\$0.00	\$0.00	\$0.00	\$115832.38	\$0.00	-\$115832.38
PILOT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Collection Losses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Expense	\$149.56	\$0.00	-\$149.56	\$1165.38	\$0.00	-\$1165.38
<b>Total General Expenses</b>	<b>\$149.56</b>	<b>\$0.00</b>	<b>-\$149.56</b>	<b>\$11697.76</b>	<b>\$0.00</b>	<b>-\$11697.76</b>
<b>Depreciation</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
						bmiles

# Income Statement - THP Combined

Report Ending Date: 12/31/2017

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	This Month Actual	This Month Budget	Variance Better (Worse)	Year-To-Date Actual	Year-To-Date Budget	Variance Better (Worse)
<b>Total Operating Expenses</b>	\$171115.64	\$0.00	-\$171115.64	\$2238288.52	\$0.00	-\$2238288.52
<b>Net Income from Operations</b>	-\$63400.66	\$0.00	\$63400.66	-\$385405.79	\$0.00	\$385405.79
<b>Other Revenue</b>						
Insurance Proceeds	\$0.00	\$0.00	\$0.00	\$230619.54	\$0.00	\$230619.54
<b>Other Expenses</b>						
Casualty Losses	\$0.00	\$0.00	\$0.00	\$62511.00	\$0.00	-\$62511.00
Capital Funds Non Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Fees & Costs	\$0.00	\$0.00	\$0.00	\$6630.60	\$0.00	-\$6630.60
CFP - Site Improvements	\$0.00	\$0.00	\$0.00	\$44150.00	\$0.00	-\$44150.00
CFP - Dwelling Structures	\$0.00	\$0.00	\$0.00	\$140815.00	\$0.00	-\$140815.00
CFP - Dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Non Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Non Dwelling Equipment	\$0.00	\$0.00	\$0.00	\$65122.89	\$0.00	-\$65122.89
<b>Total Other Expenses</b>	\$0.00	\$0.00	\$0.00	\$319229.49	\$0.00	-\$319229.49
<b>Net Other Revenue and Expenses</b>	\$0.00	\$0.00	\$0.00	\$88609.95	\$0.00	-\$88609.95
<b>Net Income</b>	-\$63400.66	\$0.00	\$63400.66	-\$298795.84	\$0.00	\$298795.84

# Balance Sheet - THP Combined

Report Ending Date: 12/31/2017

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

## ASSETS

### Current Assets

Cash in Bank - Checking	1,194,970.16
Cash in Bank - Savings	1,305,874.43
Certificates of Deposit	95,581.42
Accounts Receivable - Tenants	28,472.41
Accounts Receivable - Other	12,626.01
Interfund Due from/to	
Prepaid Expenses	45,111.91
Inventory	0.00

### Total Current Assets

2,682,636.34

### Fixed Assets

Land	154,143.47
Site Improvements	7,406,969.71
Dwelling Structures	22,441,301.76
Non Dwelling Structures	0.00
Vehicles and Equipment	608,386.13

### Total Fixed Assets

30,610,801.07

### Accumulated Depreciation

-23,356,219.18

### Net Fixed Assets

7,254,581.89

### Total Assets

9,937,218.23

### Liabilities and Net Assets

Accounts Payable	-10,595.36
Tenant Security Deposits	-47,775.71
Payroll Withholdings	60,366.64
Accrued Payroll	0.00
Accrued Compensated Absences	0.00
PILOT Payable	-10,371.21
Prepaid Tenant Rents	0.00
Current Portion of Long Term Debt	0.00

# Balance Sheet - THP Combined

Report Ending Date: 12/31/2017

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

Total Current Liabilities	-8,375.64
---------------------------	-----------

## Long Term Liabilities

Mortgage Note - net of current	-22,716.36
--------------------------------	------------

Total Long Term Liabilities	-22,716.36
-----------------------------	------------

## Net Assets

Invested in Fixed Assets net of debt	0.00
--------------------------------------	------

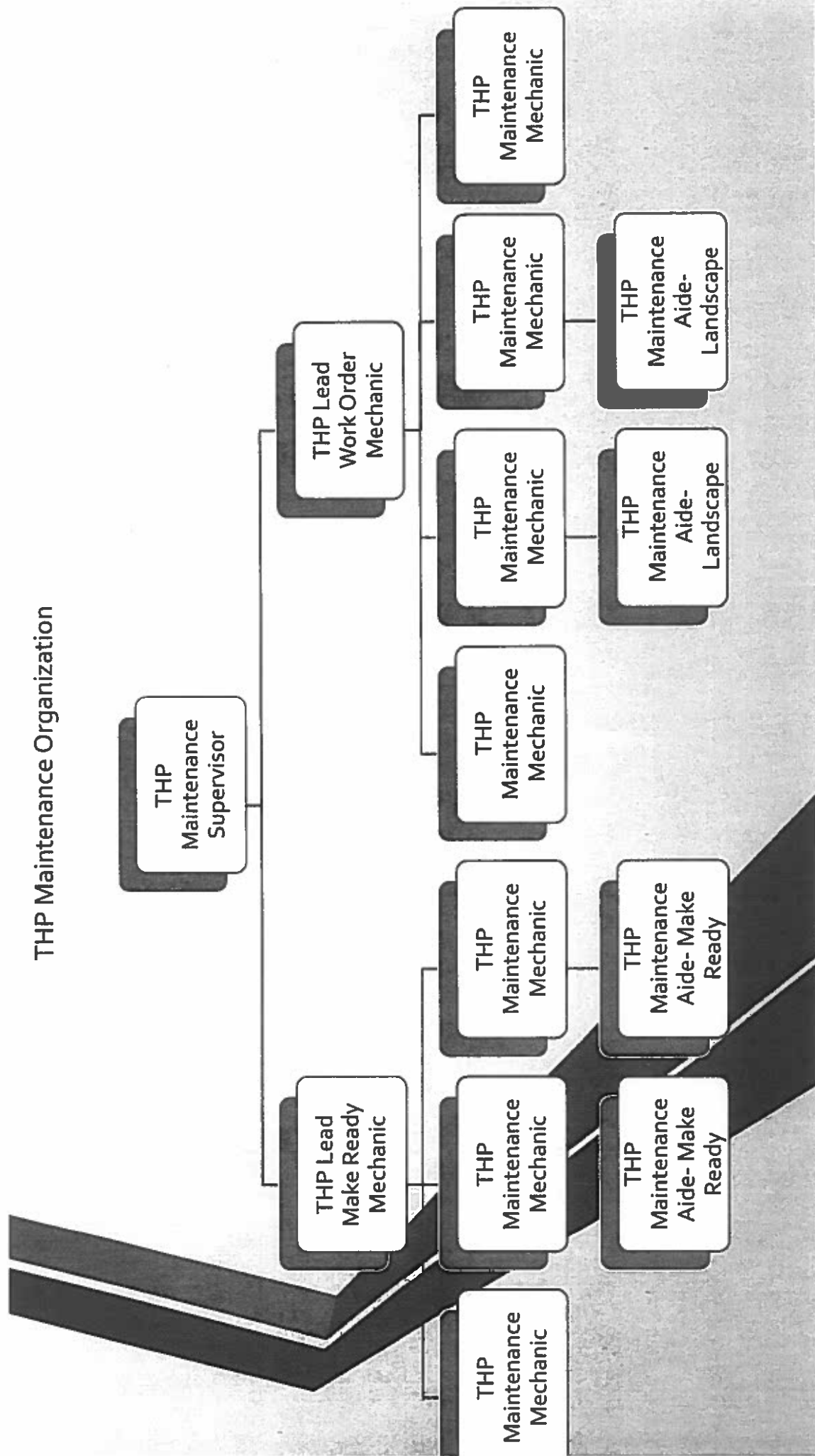
Unrestricted Net Assets	-9,608,709.86
-------------------------	---------------

Net Income	-297,416.37
------------	-------------

Total Net Assets	-9,906,126.23
------------------	---------------

Total Liability and Net Assets	-9,937,218.23
--------------------------------	---------------

## THP Maintenance Organization



#### Discussion:

On Thursday, January 25<sup>th</sup> the THP staff and three board members met to participate in a Vision/Mission workshop. Everyone was ready to participate, the communication flowed easily, and a common thread showed itself. We are in constant pursuit of excellence in every aspect of our organization; from maintaining properties and units, to taking care of our employees and offering life changing opportunities to residents, to creating a sense of “unity” with our board of commissioners.

To say the workshop was successful would be an understatement. We came away with a strong, concise, thoughtful Vision and Mission statement that embodies who we are and what we do.

#### VISION STATEMENT: IN CONSTANT PURSUIT

#### MISSION STATEMENT:

By constantly pursuing and developing innovative strategies, THP will continue to be a proven expert in providing families quality rental housing and opportunities to enrich their lives.



*The Nation's First Affordable Housing Consortium*

PO Box 548 | 810 W. 16<sup>th</sup> St. Bonham, TX 75418 | (903) 583-3336 – Toll-Free (800) 258-1618 |  
[www.texomahousing.org](http://www.texomahousing.org)

Serving Bells, Bonham, Celeste, Ector, Farmersville, Gunter, Honey Grove, Howe, Ladonia, Leonard, Pottsboro,  
Princeton, Savoy, Tioga, Tom Bean, Trenton, Van Alstyne, Whitewright and Windom



## **History of Texoma Housing Partners Consortium**

- 1993 HUD issued a 70 page report of deficiencies and mismanagement to ten PHA's in North Texas; HUD presents mandate to 10 cities' housing authorities (60 commissioners appointed by Mayors) - to change management or HUD funding will be withheld. HUD recommends contracting with Texoma Council of Governments (TCOG) for management services. (TCOG had an existing relationship with HUD through administering Section 8 program)
- 1993-94 Seven of the original ten cities, Bells, Bonham, Howe, Savoy, Trenton, Tom Bean, Whitewright and one other city, Pottsboro, each contract with TCOG for management services. PHA Program was totally revitalized. By May of 1994, over \$3M was awarded in comprehensive improvement grants: total staff change, segregation issues addressed, units vacant ten years are turned and filled, qualified licensed maintenance staff providing daily and after hours emergency maintenance.
- 1995-98 HUD continues to direct troubled small housing authorities to contract with "regional solution through the Council of Governments". Successful turn arounds attract other small housing authorities to TCOG. A total of four additional PHA's contract with TCOG: Ladonia, Ector, Windom, Honey Grove.
- 1998-99 Federal legislation passed entitled the Quality Housing Work Responsibility Act of 1998 (QHWRA) allowing creation of consortiums/partnerships of small housing authorities. The twelve local boards passed a resolution to authorize the combining of the capital monies into one fund. Increased efficiency saves significant financial and staff resources. Four more PHA's contract with TCOG: Gunter, Farmersville, Van Alstyne, Celeste.
- 2000 Sixteen housing authorities passed a resolution acting under the Interlocal Cooperation Act (TX legislation) and the QHWRA legislation to draft the consortium agreement including the by-laws for the Texoma Housing Partners (THP). One administrative contract is initiated between the newly formed THP and TCOG. All PHA's agree that future PHA's would be required to join the consortium and elect one representative to the board. One representative from each of the sixteen boards is elected to serve on the consolidated board. All financial resources are combined into a consolidated account.
- 2001 An additional PHA, Princeton, joins the consortium bringing the total participating PHA's to seventeen. The THP Consortium now provides housing services to 488 units located in four counties.
- 2011 The Tioga Housing Authority joins the consortium October 14, 2011. THP now includes a total of 18 small housing authorities participating in the consortium.
- 2017 The Leonard Housing Authority joins the consortium April 1, 2017. THP now includes a total of 19 small housing authorities with 520 units across 4 counties.

## **V. Reading of Ordinances**

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2018-0213-001 regarding a budget amendment to purchase Fire Department and Public Works radios.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Ordinance #O-2018-0213-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE # O-2018-0213-001**

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 – 2018 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin and Hunt Counties, established in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Manager of the City of Farmersville has reviewed the budget that was adopted by the City Council for the Fiscal Year 2017 – 2018 ("Budget"); and

**WHEREAS**, the City Manager of the City of Farmersville believes the Budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the Budget regarding the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2017 – 2018; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2017 – 2018 budget to adopt the proposed amendment to the Budget to allocate funds for the purchase of new radios for the Fire Department and Public Works Department and to transfer certain monies from the general fund reserves to the general fund operating account to facilitate the purchase of such radios.

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

**SECTION 1. INCORPORATION OF FINDINGS**

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

**SECTION 2. BUDGET AMENDMENT ADOPTION**

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2017 – 2018 that are attached hereto as Exhibit "A" and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2017 – 2018 is hereby accordingly so amended and the amended budget for Fiscal Year 2017 – 2018 adopted.

**SECTION 3. SEVERABILITY**

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

#### **SECTION 4. REPEALER**

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

#### **SECTION 5. ENGROSSMENT AND ENROLLMENT**

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

#### **SECTION 6. SAVINGS**

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

#### **SECTION 7. EFFECTIVE DATE**

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

**PASSED** on first and only reading on the 13<sup>th</sup> day of February, 2018 at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2018.**

\_\_\_\_\_  
Diane C. Piwko, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

## CITY OF FARMERSVILLE

## EXHIBIT A

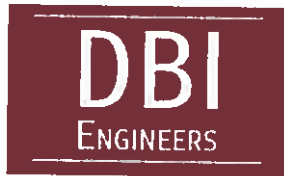
2017-2018 BUDGET/REVISION (1) 01-30-2018

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 926,122	\$ 1,800,831	\$ 3,386,305	\$ 1,448,596	\$ 789,244
Fund Balance Amendments					
<u>fire dept/public works for radios</u>			\$ 120,000		
<u>purchase and refund thru note</u>					

## **VI. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss, and act upon bids for the west side force main, lift station, and gravity main.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	<ol style="list-style-type: none"> <li>1. Lift Station - recommendation letters and bid tabulation sheets</li> <li>2. Gravity Main - recommendation letters and bid tabulation sheets</li> <li>3. Force Main - recommendation letters and bid tabulation sheets</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>





February 9, 2018

Mr. Benjamin White, P.E., City Manager & City Council  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

RE: Lift Station Project – US Highway 380 West

Dear Ben & City Council:

Bids were received for the above referenced project at 2:00 P.M. on January 30, 2018. The project includes the construction of a lift station along US Highway 380 West.

Six (6) bids were received for this project. The lowest bid was submitted by Vessels Construction, Sherman, TX in the amount of \$501,168.25. A bid bond in the amount of 5% was submitted. Addendum #1 was acknowledged, however, addendums #2 and #3 were not acknowledged. Vessels Construction has said that their bid did include all addendums and it was simply a clerical error to not include the acknowledgement of #2 and #3 on the bid form. The number of days, project cost, and materials cost will not be affected by their lack of acknowledgement on the bid form.

Our firm has worked with Vessels Construction on many previous projects, including one for the City of Farmersville. We can confirm they have the resources and experience to successfully complete the project.

Daniel & Brown Inc. recommends that the project be awarded to Vessels Construction, Sherman, TX in the amount of \$501,168.25.

Please let me know if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew W. Boley, P.E.".

Matthew W. Boley, P.E.

Enclosures

Email – February 7, 2018 5:46 PM

Bid Tabulation

DANIEL & BROWN INC.  
118 MCKINNEY STREET | PO Box 606 | FARMERSVILLE, TEXAS 75442  
OFFICE 972-784-7777 | WWW.DBICONCONSULTANTS.COM  
FIRM REGISTRATION NO: F-002225

## Matthew Boley

---

**From:** Bill Vessels <bill@vesselsconstruction.com>  
**Sent:** Wednesday, February 07, 2018 5:46 PM  
**To:** Matthew Boley  
**Cc:** Kay Vessels  
**Subject:** Farmersville Lift Station Project for US 380 West

Matt,

As discussed, we saw and included Addendums 1-3 in our bid on this project. The number of days, project cost, and materials cost will not be affected.

Thanks,

Bill G. Vessels, Pres.

**VESSELS CONSTRUCTION**  
a div of Vescor, Inc.

903-870-0428 ofc  
903-892-2653 fax  
903-821-6060 cell  
[www.vesselsconstruction.com](http://www.vesselsconstruction.com)

# City of Farmersville

## Bid Tabulation Form for a Lift Station Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Vessels Construction Sherman, TX			AAA Sanitation Inc. Tyler, TX			Excel Trenching Rockwall, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install lift station with electrical, pumping, 8' wet well, 8'x8' valve vault, and SCADA	1		\$352,415.32	1		\$372,140.00	1		\$368,000.00
2	Furnish and install 10" SDR 26 PVC line with fittings and appurtenances	85		\$27.59	85		\$4,675.00	85		\$8,075.00
3	Furnish and install concrete drive	215		\$94.18	215		\$15,050.00	215		\$15,050.00
4	Furnish and install wrought iron fence	134		\$75.10	134		\$14,070.00	134		\$10,720.00
5	Furnish and install concrete retaining wall	75		\$717.60	75		\$54,750.00	75		\$29,550.00
6	Furnish and install 16' double gate with appurtenances	1		\$2,649.92	1		\$1,600.00	1		\$17,000.00
7	Furnish and install yard light with appurtenances	3		\$2,501.42	3		\$19,500.00	3		\$17,010.00
8	Furnish and install decomposed granite	155		\$48.80	155		\$6,975.00	155		\$10,075.00
9	Furnish and install concrete mow strip	59		\$63.71	59		\$4,543.00	59		\$12,390.00
10	Furnish and install 100 kW back-up generator with automatic transfer switch, associated 3 phase electrical and concrete foundation to serve the lift station	1		\$40,798.61	1		\$42,300.00	1		\$68,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 10)			\$501,168.25			\$535,603.00			\$555,870.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150

# City of Farmersville

## Bid Tabulation Form for a Lift Station Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	THB Construction, LLC Carrollton, TX			DFW Services LLC Sachse, TX			HWH Industrial Paris, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install lift station with electrical, pumping, 8' wet well, 8'x8' valve vault, and SCADA	1		\$375,000.00	1		\$435,000.00	1		\$418,164.00
2	Furnish and install 10" SDR 26 PVC line with fittings and appurtenances	85		\$150.00	85		\$85.00	85		\$183.00
3	Furnish and install concrete drive	215		\$55.00	215		\$170.00	215		\$145.00
4	Furnish and install wrought iron fence	134		\$65.00	134		\$100.00	134		\$206.00
5	Furnish and install concrete retaining wall	75		\$1,125.00	75		\$1,250.00	75		\$1,189.00
6	Furnish and install 16' double gate with appurtenances	1		\$6,750.00	1		\$5,700.00	1		\$6,609.00
7	Furnish and install yard light with appurtenances	3		\$1,500.00	3		\$1,500.00	3		\$2,371.00
8	Furnish and install decomposed granite	155		\$55.00	155		\$40.00	155		\$97.00
9	Furnish and install concrete mow strip	59		\$25.00	59		\$40.00	59		\$186.00
10	Furnish and install 100 kW back-up generator with automatic transfer switch, associated 3 phase electrical and concrete foundation to serve the lift station	1		\$47,500.00	1		\$44,000.00	1		\$48,809.00
	TOTAL OF ALL BID ITEMS (1 THRU 10)			\$561,410.00			\$648,685.00			\$670,213.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150



February 9, 2018

Mr. Benjamin White, P.E., City Manager & City Council  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

RE: Gravity Main Project – US Highway 380 West

Dear Ben & City Council:

Bids were received for the above referenced project at 2:15 P.M. on January 30, 2018. The project includes the construction of the gravity main along US Highway 380 West.

Eight (8) bids were received for this project. The lowest bid was submitted by THB Construction, Carrollton, TX in the amount of \$326,885.00. A bid bond in the amount of 5% was submitted. Addendum #1 was not acknowledged. THB Construction has said that their bid did include the addendum and it was simply a clerical error to not include the acknowledgement of the addendum on the bid form. The number of days, project cost, and materials cost will not be affected by their lack of acknowledgement on the bid form.

Our firm has worked with THB Construction on previous projects, including inspecting the development of Camden Park in Farmersville. We can confirm they have the resources and experience to successfully complete the project.

Daniel & Brown Inc. recommends that the project be awarded to THB Construction, Carrollton, TX in the amount of \$326,885.00.

Please let me know if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew W. Boley, P.E.".

Matthew W. Boley, P.E.

Enclosures

DANIEL & BROWN INC.  
118 MCKINNEY STREET | PO Box 606 | FARMERSVILLE, TEXAS 75442  
OFFICE 972-784-7777 | [WWW.DBICONCONSULTANTS.COM](http://WWW.DBICONCONSULTANTS.COM)  
FIRM REGISTRATION NO: F-002225

## **Matthew Boley**

---

**From:** Travis Boney <TBoney@thbconstruction.net>  
**Sent:** Thursday, February 08, 2018 9:27 PM  
**To:** matt@dbiconsultants.com  
**Subject:** Gravity wall Job in Farmerville

Matt,

" As discussed, THB Construction saw and included the Addendum #1 in our bid on this project. The number of days, project cost, and materials cost will not be affected."

Thanks,

**Travis M. Boney**

**THB Construction LLC**  
**1544 Valwood Parkway Suite 100**  
**Carrollton TX, 75006**

**Cell: 214-918-8303**

# City of Farmersville

## Proposal Tabulation Form for a Gravity Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:15 pm

ITEM #	ITEM DESCRIPTION	THB Construction, LLC Carrollton, TX			AAA Sanitation Tyler, TX			Dickerson Const., Co., Inc. Celina, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR PVC gravity main with appurtenances	2,225	\$49.50	\$110,137.50	2,225	\$63.00	\$140,175.00	2,225	\$75.00	\$166,875.00
2	Furnish and install 20" steel encasement for NTMWD waterline bore	30	\$350.00	\$10,500.00	30	\$350.00	\$10,500.00	30	\$350.00	\$10,500.00
3	Furnish and install highway bore with 20" steel encasement pipe for 10" gravity main	250	\$450.00	\$112,500.00	250	\$290.00	\$72,500.00	250	\$350.00	\$87,500.00
4	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" gravity main	20	\$350.00	\$7,000.00	20	\$125.00	\$2,500.00	20	\$350.00	\$7,000.00
5	Furnish and install aerial creek crossing with 20" steel encasement pipe for 10" gravity main	80	\$365.00	\$29,200.00	80	\$400.00	\$32,000.00	80	\$600.00	\$48,000.00
6	Furnish and install 4' dia. Standard wastewater manhole with manhole cover and penetrations (All depths)	10	\$4,750.00	\$47,500.00	10	\$7,500.00	\$75,000.00	10	\$5,000.00	\$50,000.00
7	Furnish and install RCP culvert with headwall and concrete drive	10	\$150.00	\$1,500.00	10	\$3,000.00	\$30,000.00	10	\$500.00	\$5,000.00
8	Remove and replace barb wire fence	1,315	\$6.50	\$8,547.50	1,315	\$5.00	\$6,575.00	1,315	\$15.00	\$19,725.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$326,885.00			\$369,250.00			\$394,600.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150

# City of Farmersville

## Proposal Tabulation Form for a Gravity Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:15 pm

ITEM #	ITEM DESCRIPTION	Excel Trenching Rockwall, TX			WillCo Underground LLC Mansfield, TX			Wildstone Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR PVC gravity main with appurtenances	2,225	\$45.00	\$100,125.00	2,225	\$90.00	\$200,250.00	2,225	\$54.00	\$120,150.00
2	Furnish and install 20" steel encasement for NTMWD waterline bore	30	\$300.00	\$9,000.00	30	\$350.00	\$10,500.00	30	\$398.00	\$11,940.00
3	Furnish and install highway bore with 20" steel encasement pipe for 10" gravity main	250	\$300.00	\$75,000.00	250	\$420.00	\$105,000.00	250	\$378.00	\$94,500.00
4	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" gravity main	20	\$300.00	\$6,000.00	20	\$350.00	\$7,000.00	20	\$401.00	\$8,020.00
5	Furnish and install aerial creek crossing with 20" steel encasement pipe for 10" gravity main	80	\$1,900.00	\$152,000.00	80	\$500.00	\$40,000.00	80	\$1,525.00	\$122,000.00
6	Furnish and install 4' dia. Standard wastewater manhole with manhole cover and penetrations (All depths)	10	\$5,300.00	\$53,000.00	10	\$5,000.00	\$50,000.00	10	\$4,735.00	\$47,350.00
7	Furnish and install RCP culvert with headwall and concrete drive	10	\$600.00	\$6,000.00	10	\$500.00	\$5,000.00	10	\$1,813.00	\$18,130.00
8	Remove and replace barb wire fence	1,315	\$12.00	\$15,780.00	1,315	\$9.00	\$11,835.00	1,315	\$14.00	\$18,410.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$416,905.00			\$429,585.00			\$440,500.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150



# City of Farmersville

## Proposal Tabulation Form for a Gravity Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:15 pm

ITEM #	ITEM DESCRIPTION	HWH Industrial Paris, TX			Blackrock Construction Mansfield, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR PVC gravity main with appurtenances	2,225		\$196,467.50	2,225	\$125.00	\$278,125.00
2	Furnish and install 20" steel encasement for NTMWD waterline bore	30		\$23,689.80	30	\$360.00	\$10,800.00
3	Furnish and install highway bore with 20" steel encasement pipe for 10" gravity main	250		\$81,145.00	250	\$310.00	\$77,500.00
4	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" gravity main	20		\$14,150.20	20	\$350.00	\$7,000.00
5	Furnish and install aerial creek crossing with 20" steel encasement pipe for 10" gravity main	80		\$39,863.20	80	\$415.00	\$33,200.00
6	Furnish and install 4' dia. Standard wastewater manhole with manhole cover and penetrations (All depths)	10		\$8,143.71	10	\$6,400.00	\$64,000.00
7	Furnish and install RCP culvert with headwall and concrete drive	10		\$2,990.57	10	\$1,760.00	\$17,600.00
8	Remove and replace barb wire fence	1,315		\$25,524.15	1,315	\$7.00	\$9,205.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$492,182.65			\$497,430.00
	CALENDAR DAYS			120 / 150			120 / 150



February 9, 2018

Mr. Benjamin White, P.E., City Manager & City Council  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

RE: Force Main Project – US Highway 380 West

Dear Ben & City Council:

Bids were received for the above referenced project at 2:30 P.M. on January 30, 2018. The project includes the construction of the force main along US Highway 380 West.

Eleven (11) bids were received for this project. The lowest bid was submitted by Vessels Construction, Sherman, TX in the amount of \$343,935.32. A bid bond in the amount of 5% was submitted and Addendum 1 was acknowledged.

Our firm has worked with Vessels Construction on many previous projects. We can confirm they have the resources and experience to successfully complete the project.

Daniel & Brown Inc. recommends that the project be awarded to Vessels Construction, Sherman, TX in the amount of \$343,935.32.

Please let me know if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew W. Boley, P.E.".

Matthew W. Boley, P.E.

Enclosures

# City of Farmersville

## Bid Tabulation Form for a Force Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	Vessels Construction Sherman, TX			Pittard Construction Allen, TX			AAA Sanitation Tyler, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR 26 PVC force main with appurtenances	5,118	\$32.57	\$166,693.26	5,118	\$40.00	\$204,720.00	5,118	\$49.00	\$250,782.00
2	Furnish and install DI fittings with appurtenances	0.50	\$33,840.00	\$16,920.00	0.50	\$40,000.00	\$20,000.00	0.50	\$10,000.00	\$5,000.00
3	Furnish and install 10" plug valve	2	\$3,925.00	\$7,850.00	2	\$6,000.00	\$12,000.00	2	\$4,700.00	\$9,400.00
4	Furnish and install 2" air relief valve with appurtenances	1	\$5,990.00	\$5,990.00	1	\$8,000.00	\$8,000.00	1	\$6,000.00	\$6,000.00
5	Furnish and install NTMWD waterline bore with 20" steel encasement pipe for 10" force main	30	\$150.64	\$4,519.20	30	\$250.00	\$7,500.00	30	\$237.00	\$7,110.00
6	Furnish and install highway bore with 20" steel encasement pipe for 10" force main	250	\$274.91	\$68,727.50	250	\$250.00	\$62,500.00	250	\$237.00	\$59,250.00
7	Furnish and install county road bore with 18" SDR 35 PVC encasement for 10" force main	140	\$143.91	\$20,147.40	140	\$150.00	\$21,000.00	140	\$115.00	\$16,100.00
8	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" force main	190	\$129.98	\$24,696.20	190	\$150.00	\$28,500.00	190	\$115.00	\$21,850.00
9	Furnish and install driveway crossing by open cut with 18" SDR 35 PVC encasement for 10" force main	130	\$56.01	\$7,281.30	130	\$50.00	\$6,500.00	130	\$115.00	\$14,950.00
10	Furnish and install 12" DR9 HDPE creek bore without casing for 10" force main	50	\$186.50	\$9,325.00	50	\$200.00	\$10,000.00	50	\$325.00	\$16,250.00
11	Furnish and install gas line bore with 20" steel encasement pipe for 10" force main	50	\$147.14	\$7,357.00	50	\$250.00	\$12,500.00	50	\$237.00	\$11,850.00
12	Furnish and install tracer wire	5,200	\$0.25	\$1,300.00	5,200	\$1.00	\$5,200.00	5,200	\$1.35	\$7,020.00
13	Furnish and install test stations	6	\$521.41	\$3,128.46	6	\$250.00	\$1,500.00	6	\$1,500.00	\$9,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 13)			\$343,935.32			\$399,920.00			\$434,562.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150

# City of Farmersville

## Bid Tabulation Form for a Force Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	Excel Trenching Rockwall, TX			Morton Construction Co. Jacksonville, TX			Blackrock Construction Mansfield, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR 26 PVC force main with appurtenances	5,118	\$40.00	\$204,720.00	5,118	\$60.00	\$307,080.00	5,118	\$48.00	\$245,664.00
2	Furnish and install DI fittings with appurtenances	0.50	\$26,000.00	\$13,000.00	0.50	\$23,000.00	\$11,500.00	0.50	\$28,400.00	\$14,200.00
3	Furnish and install 10" plug valve	2	\$4,000.00	\$8,000.00	2	\$5,000.00	\$10,000.00	2	\$4,150.00	\$8,300.00
4	Furnish and install 2" air relief valve with appurtenances	1	\$4,000.00	\$4,000.00	1	\$4,500.00	\$4,500.00	1	\$4,500.00	\$4,500.00
5	Furnish and install NTMWD waterline bore with 20" steel encasement pipe for 10" force main	30	\$350.00	\$10,500.00	30	\$200.00	\$6,000.00	30	\$350.00	\$10,500.00
6	Furnish and install highway bore with 20" steel encasement pipe for 10" force main	250	\$335.00	\$83,750.00	250	\$210.00	\$52,500.00	250	\$310.00	\$77,500.00
7	Furnish and install county road bore with 18" SDR 35 PVC encasement for 10" force main	140	\$280.00	\$39,200.00	140	\$135.00	\$18,900.00	140	\$250.00	\$35,000.00
8	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" force main	190	\$280.00	\$53,200.00	190	\$135.00	\$25,650.00	190	\$230.00	\$43,700.00
9	Furnish and install driveway crossing by open cut with 18" SDR 35 PVC encasement for 10" force main	130	\$100.00	\$13,000.00	130	\$135.00	\$17,550.00	130	\$235.00	\$30,550.00
10	Furnish and install 12" DR9 HDPE creek bore without casing for 10" force main	50	\$250.00	\$12,500.00	50	\$150.00	\$7,500.00	50	\$285.00	\$14,250.00
11	Furnish and install gas line bore with 20" steel encasement pipe for 10" force main	50	\$300.00	\$15,000.00	50	\$175.00	\$8,750.00	50	\$225.00	\$11,250.00
12	Furnish and install tracer wire	5,200	\$2.00	\$10,400.00	5,200	\$0.40	\$2,080.00	5,200	\$0.25	\$1,300.00
13	Furnish and install test stations	6	\$500.00	\$3,000.00	6	\$300.00	\$1,800.00	6	\$150.00	\$900.00
	TOTAL OF ALL BID ITEMS (1 THRU 13)			\$470,270.00			\$473,810.00			\$497,614.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150

# City of Farmersville

## Bid Tabulation Form for a Force Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	WillCo Underground LLC Mansfield, TX			Dickerson Const. Co., Inc. Celina, TX			Wildstone Construction LLC Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR 26 PVC force main with appurtenances	5,118	\$53.00	\$271,254.00	5,118	\$55.00	\$281,490.00	5,118	\$56.00	\$286,608.00
2	Furnish and install DI fittings with appurtenances	0.50	\$35,000.00	\$17,500.00	0.50	\$13,000.00	\$6,500.00	0.50	\$38,540.00	\$19,270.00
3	Furnish and install 10" plug valve	2	\$5,000.00	\$10,000.00	2	\$4,500.00	\$9,000.00	2	\$4,480.00	\$8,960.00
4	Furnish and install 2" air relief valve with appurtenances	1	\$5,000.00	\$5,000.00	1	\$5,500.00	\$5,500.00	1	\$7,349.00	\$7,349.00
5	Furnish and install NTMWD waterline bore with 20" steel encasement pipe for 10" force main	30	\$300.00	\$9,000.00	30	\$320.00	\$9,600.00	30	\$381.00	\$11,430.00
6	Furnish and install highway bore with 20" steel encasement pipe for 10" force main	250	\$360.00	\$90,000.00	250	\$350.00	\$87,500.00	250	\$380.00	\$95,000.00
7	Furnish and install county road bore with 18" SDR 35 PVC encasement for 10" force main	140	\$300.00	\$42,000.00	140	\$320.00	\$44,800.00	140	\$380.00	\$53,200.00
8	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" force main	190	\$300.00	\$57,000.00	190	\$320.00	\$60,800.00	190	\$380.00	\$72,200.00
9	Furnish and install driveway crossing by open cut with 18" SDR 35 PVC encasement for 10" force main	130	\$72.00	\$9,360.00	130	\$175.00	\$22,750.00	130	\$59.00	\$7,670.00
10	Furnish and install 12" DR9 HDPE creek bore without casing for 10" force main	50	\$350.00	\$17,500.00	50	\$420.00	\$21,000.00	50	\$380.00	\$19,000.00
11	Furnish and install gas line bore with 20" steel encasement pipe for 10" force main	50	\$350.00	\$17,500.00	50	\$320.00	\$16,000.00	50	\$343.00	\$17,150.00
12	Furnish and install tracer wire	5,200	\$1.00	\$5,200.00	5,200	\$0.25	\$1,300.00	5,200	\$0.59	\$3,068.00
13	Furnish and install test stations	6	\$400.00	\$2,400.00	6	\$60.00	\$360.00	6	\$810.00	\$4,860.00
	TOTAL OF ALL BID ITEMS (1 THRU 13)			\$553,714.00			\$566,600.00			\$605,765.00
	CALENDAR DAYS			120 / 150			120 / 150			120 / 150

# City of Farmersville

## Bid Tabulation Form for a Force Main Project - US Highway 380 West

Bid Date: Tuesday, January 30, 2018 @ 2:30 pm

ITEM #	ITEM DESCRIPTION	HWH Industrial Paris, TX			THB Construction, LLC Carrollton, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR 26 PVC force main with appurtenances	5,118	\$62.49	\$319,823.82	5,118	\$39.50	\$202,161.00
2	Furnish and install DI fittings with appurtenances	0.50	\$28,644.71	\$14,322.36	0.50	\$22,000.00	\$11,000.00
3	Furnish and install 10" plug valve	2	\$4,556.16	\$9,112.32	2	\$5,000.00	\$10,000.00
4	Furnish and install 2" air relief valve with appurtenances	1	\$6,336.73	\$6,336.73	1	\$5,500.00	\$5,500.00
5	Furnish and install NTMWD waterline bore with 20" steel encasement pipe for 10" force main	30	\$403.63	\$12,108.90	30	\$8,250.00	\$247,500.00
6	Furnish and install highway bore with 20" steel encasement pipe for 10" force main	250	\$315.97	\$78,992.50	250	\$350.00	\$87,500.00
7	Furnish and install county road bore with 18" SDR 35 PVC encasement for 10" force main	140	\$293.20	\$41,048.00	140	\$350.00	\$49,000.00
8	Furnish and install driveway bore with 18" SDR 35 PVC encasement for 10" force main	190	\$285.27	\$54,201.30	190	\$350.00	\$66,500.00
9	Furnish and install driveway crossing by open cut with 18" SDR 35 PVC encasement for 10" force main	130	\$258.94	\$33,662.20	130	\$350.00	\$45,500.00
10	Furnish and install 12" DR9 HDPE creek bore without casing for 10" force main	50	\$401.43	\$20,071.50	50	\$250.00	\$12,500.00
11	Furnish and install gas line bore with 20" steel encasement pipe for 10" force main	50	\$315.86	\$15,793.00	50	\$275.00	\$13,750.00
12	Furnish and install tracer wire	5,200	\$0.65	\$3,380.00	5,200	\$1.00	\$5,200.00
13	Furnish and install test stations	6	\$912.26	\$5,473.56	6	\$450.00	\$2,700.00
	<b>TOTAL OF ALL BID ITEMS (1 THRU 13)</b>			<b>\$614,326.19</b>			<b>\$758,811.00</b>
	<b>CALENDAR DAYS</b>			<b>120 / 150</b>			<b>120 / 150</b>

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss, and act upon Resolution #R-2018-0213-001 regarding signatories for items related to the west side force main, lift station, and gravity main.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Resolution #R-2018-0213-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2018-0213-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES TO EXECUTE CONTRACTUAL DOCUMENTS AND DOCUMENTS REQUESTING FUNDS PERTAINING TO THE 2017 GENERAL OBLIGATION BOND FOR THE WEST US HIGHWAY 380 LIFT STATION, GRAVITY MAIN AND FORCE MAIN PROJECT**

**WHEREAS**, the City of Farmersville has received a 2017 General Obligation Bond to provide a lift station, gravity main and force main on the west side of Farmersville along US Highway 380; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the necessary accounts; and

**WHEREAS**, the City of Farmersville acknowledges that in the event an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide notification the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and

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

**Section 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**Section 2.** The Mayor, Mayor Pro Tem and City Manager are hereby authorized to execute contractual documents between the contractors and the City pertaining to the 2017 Obligation Bond for a lift station, gravity main, and force main located west along U.S. Highway 380.

**Section 3.** The Mayor, Mayor Pro Tem, City Manager, Assistant to City Manager, and City Secretary are hereby authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2017 Obligation Bond.

**Section 4.** This Resolution shall take effect immediately from and after the date of passage and is so resolved.



**PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas  
on this 13<sup>th</sup> day of February, 2018.

**APPROVED:**

\_\_\_\_\_  
Diane C. Piwko, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss, and act upon accepting bids for the Main Street Revitalization Grant 7216322.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>Bids will not be ready to view until the City Council meeting. DBI will open the bids and calculate everything Tuesday morning. The urgency of Council approval is to meet the deadlines set out by the grant.</li> <li>City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>Move item to another agenda. _____</li> <li>No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Discussion on recent/current development surrounding NCTCOG and TxDot roadways.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Representative from NCTCOG will present information.</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Discussion regarding City utility infrastructure tours.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Ben White to discuss Council taking tours of utility infrastructure.</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss, and act upon a tax abatement request from Ted Zadeh for an apartment complex.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	<ul style="list-style-type: none"> <li>• Tax Abatement Application</li> <li>• Apartment Complex Economic Impact</li> <li>• Drawings of site and building elevations</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**City Of Farmersville**  
**Tax Abatement Questionnaire**

1. Name, title, address, telephone and fax number of entity applying for tax abatement:

M.T. Akhavizdeh (Ted Zadeh)  
President  
SHG land Investments of Farmersville, Ltd.  
9400 N. Central Expressway, Suite 475  
Dallas, TX 75231  
(972) 331-9637  
C: (214)384-8486  
tedzadeh@mtaco.com

This entity is referred to as the "applicant" of the project for the remainder of this questionnaire.

2. Name, title, address, telephone and fax number of applicant's representative:

Bel Air Homes Inc.  
Steven Belair  
Senior Manager  
PO Box 4903  
Manchester, NH 03108  
(603) 703-4003

3. Form of organization of applicant (check one):

☐ corporation      ☐ sole proprietorship      ☐ other  
☒ partnership      ☐ joint venture

4. Location of property/project, street address. Attach map, site plan, or plat as applicable.

North of U.S. Highway 380 and directly east of CR 611. See attached plat.

5.	Project Site.
5.(a)	Indicate approximate acreage of land and square feet of buildings to be constructed and/or renovated.  18.21 acre tract with the apartment complex totaling about 275,020 sf with a clubhouse of 3,495 sf.*
5.(b)	Identify existing buildings or structures.  None
5.(c)	Identify present use of project site.  Agriculture
5.(d)	Identify current ownership of project site.  SHG land Investments of Farmersville, Ltd. 9400 N. Central Expressway, Suite 475 Dallas, TX 75231 Work: (972) 331-9637 Mobile: (214)384-8486 tedzadeh@mtaco.com
6.	If the applicant is not the owner of the project site, does the applicant lease or intend to lease the project site or any buildings on the site?  Not applicable.
7.	Does the project include the construction of any new buildings? If yes, indicate the number, square footage, type and estimated construction cost.  Yes, project includes the construction of (11) 3-story apartment buildings consisting of 290 units (275,020 sf), 1 clubhouse (3495 sf), 1 waiting area, a pool and gazebo, parking space (6,352 sf), a recreation center of .68 acres, and a park of 3.44 acres. *
8.	Describe the expansion, addition or renovation of any existing buildings including the square footage and estimated construction cost.  There are no existing buildings at this site.

9.	Describe the intended use or type of business to be conducted on the project site.  Multi-family/apartments
10.	If any portion of the project site is available for lease, indicate the total square footage of available lease space, the amount of square footage under lease to any tenant or proposed tenant, and the use or type of business to be conducted by such tenants.  This will be a site of 3 story apartment complexes of 290 totaling about 275,020 sf. Tenants will be able to choose from two options of 1-bedrooms that will range from approximately 600sf to 689sf, 2 options of 2 bedrooms from 970 to 1080 sf, and a 3 bedroom at around 1370sf. Office and clubhouse space will be about 3,495 sf and the parking spaces will add up to approximately 6,352sf.*
11.	Has construction work begun on this project? If yes, indicate the percentage of completion:  No.
12.	Indicate average daily consumption of water, as well as the peak demand in gallons per minute, and the time of day and length of time peak demand requirements need to be met.  Assuming 290 units at 2.5 people per unit: For apartments, the national average standard daily usage per person is 100 gallons. This equates to: $290 \times 2.5 \times 100 = 72,500\text{gal/day}$ for the entire project. This does not include irrigation sprinklers. Peak demand will occur between 6 to 8 am. Peak demand is estimated to be 33% of the average daily use. $72,500 \times 0.33 / 24/60 = 16.61\text{ gal/minute}$ for peak flow rate.
13.	Indicate average daily discharge of wastewater, as well as the peak flow in gallons per minute and the time of day and length of time peak demand requirements need to be met. Also provide a chemical analysis of wastewater.  Wastewater flow will be the same flow rates with the same peak demand times. We would not have a chemical analysis of the wastewater, but it will be standard residential wastewater.



14.	<p>Describe any public infrastructure improvements needed to serve the project site including streets, water, sewer, or other City services.</p> <p>Natural gas and electricity are provided by regional providers; potable water and sanitary sewer are provided by the city of Farmersville, TX.</p>
15.	<p>Indicate the number and type of jobs to be created as well as the proposed annual payroll.</p> <p>With the most recent employment additions, approximately 19,200 new jobs will be created around the PMA. Skilled jobs create about 2.5 additional positions; with this taken into consideration, there will be a total of about 48,000 new jobs located proximate to the PMA. These positions are typically service, support, and sales. With the population having roughly been 3,600 in Farmersville as of 2016, many relocations will occur due to these job openings. With median income in 2016 being between \$53,722 and \$75,364 depending on 2-3-person families, there are opportunities for economic conditions within the City of Farmersville and the whole of Collin County to flourish if we provide the necessary housing. *</p> <p>*Data retrieved from city-data.com</p>
16.	<p>State the estimated value of tangible personal property to be added to the project site:</p>
16.(a)	<p>Furniture and fixtures.</p> <p>Furniture in the offices and clubhouse will be an estimate of \$59,000*</p>
16.(b)	<p>Machinery and equipment.</p> <p>\$15,000 (Pool equipment)*</p>
16.(d)	<p>Supplies.</p> <p>NA</p>
16.(e)	<p>Fixed assets.</p> <p>\$28,000,000 (290 apartment units)*</p>

16.(f)	Other.  NA
17.	Indicate the length of time and the percentage of tax abatement requested.  5-year, 50% abatement
18.	Attach an audited financial statement or other information sufficient for the City to determine the financial status or viability of the applicant.  This is a new project and SHG Land Investments of Farmersville, Ltd. does not have any audited financials at this time.
19.	Is project site properly zoned for the intended use(s)? If no, indicate any requested zoning changes and/or variances required.  Yes.
20.	If the project site must be rezoned for the intended use(s), will the new zoning be compatible with the surrounding properties and be consistent with the Comprehensive Plan of the City?  No rezoning will be required.
21.	In order for the applicant to be successful in securing tax abatement, the applicant must show the proposed improvements will result in creation of a substantial number of jobs for low to moderate income persons; emphasis should be placed on non-agricultural enterprises and on low water usage and it must be shown that tax abatement will result in a substantial economic stimulus to the City of Farmersville and the surrounding area. With these thoughts in mind, please submit a summary of why the proposed project should be granted tax abatement. (Attach additional pages as necessary.)  (See attached)

\*This plan is currently in a concept development stage and final estimates may vary

21. The proposed development plans to build 11 three-story apartment buildings consisting of 290 units. Tenants will be able to choose from an arrangement of floor plans in a clean, safe, and interactive community. This will not only be the first apartment community of its kind within a 25-mile radius; but it would also create tremendous potential to accommodate both students and professors of the future Collin County Community College as well as corporations moving to the area like Liberty Mutual, State Farm, Raytheon, and Toyota.

This multifamily development will house up to 500 people. The potential for this translates into a massive amount of consumer and purchasing power as well as tax revenue for the city and schools (See exhibit B, Appraisal report done by Lowery Property Advisors).

We believe there is great demand for housing in Farmersville. The US Bureau of Labor and Statistics reported in June of 2016 that estimated employment around Collin County would grow by 3.1% or 19,200 new jobs in and around the area. These new jobs are mainly service, support, and sales in nature, and with this rise in employment located in proximity to this project, there will be a need for adequate and convenient housing.

Since companies usually move into cities with adequate and clean housing, with good schools, and rich infrastructure, the housing capability of this community will encourage and accommodate future economic activity and relocations. For this development to take place and for Farmersville to accommodate a growing community, this development needs some initial help. As it is the first project of this size in Farmersville, the cost is estimated at \$28,000,000+. The economic incentives could mutually benefit both the city and encourage investment in the community. The development's ability to house over 1,300 residents means the city can recoup the tax incentives given to developers at an accelerated pace, especially since Texas has the fourth highest property taxes in the U.S. Currently, Farmersville's property tax rate is 0.0078%. In addition, the tax revenue that could come from a \$28M 290-unit multifamily complex means massive financing for other uses. Because this revenue is typically the principal source from which local governments channel funds to improve law enforcement, schools, water treatment, and infrastructure, we foresee this development helping Farmersville uphold its commitment to improving its citizens' quality of life.

In addition to this, is the sales tax rate which is currently at 8.25% in Farmersville. According to the U.S. Bureau of Labor and Statistics, the average spending per consumer in 2016 was about a 2.4% increase from the previous year, with reports stating that the average household spent about \$7,000 on food, \$1,900 on gasoline, and \$2,913 on entertainment. With this data and the possibility of taking on 1,300 residents from this community alone translates to massive economic stimulus for Farmersville. With the help of the City of Farmersville, this vision can be made a reality and would better position the city in its argument for encouraging the relocation of businesses and stimulating growth.

# Apartment Complex Economic Impact

Description	2018	2019	2020	2021	2022	2023
Apartment Complex Description						
Number of 1 Bedroom (593 sf)	30	47	47	58	58	58
Number of 1 Bedroom (689 sf)	30	47	47	58	58	58
Number of 2 Bedroom (971 sf)	27	40	40	108	108	108
Number of 2 Bedroom (1080 sf)	12	20	36	36	36	36
Number of 3 Bedroom	18	28	28	30	30	30
<b>Total Units</b>	<b>117</b>	<b>182</b>	<b>198</b>	<b>290</b>	<b>290</b>	<b>290</b>
Number of Apartment Buildings	5	8	11	11	11	11
Number of Office/Clubhouse Buildings	1	1	1	1	1	1
Number of Pools	1	1	1	1	1	1
Number of Park Spaces	2	2	2	2	2	2
1 Bedroom Living Area (SF) - 58 units	593	593	593	593	593	593
1 Bedroom Living Area (SF) - 58 units	689	689	689	689	689	689
2 Bedroom Living Area (SF) - 108 units	971	971	971	971	971	971
2 Bedroom Living Area (SF) - 36 units	1,080	1,080	1,080	1,080	1,080	1,080
3 Bedroom Living Area (SF) - 30 units	1,368	1,368	1,368	1,368	1,368	1,368
Office/Clubhouse Living Area (SF)	3,494	3,494	3,494	3,494	3,494	3,494
Park Space Area (SF)						
Open Space Area (SF)						
Parking Space Area (SF)						
Other Area (SF)						
Total Land Area (SF)	0	0	0	0	0	0
Total Land Area (Acre)	0	0	0	0	0	0
<b>Total Living Area (SF)</b>	<b>102,261</b>	<b>158,998</b>	<b>176,278</b>	<b>259,144</b>	<b>259,144</b>	<b>259,144</b>
People Per Unit 1 Bedroom	2	2	2	2	2	2
People Per Unit 2 Bedroom	3	3	3	3	3	3
People Per Unit 3 Bedroom	4	4	4	4	4	4
Total Number of People at Complex	201	307	307	536	536	536
Average Number of People Per Unit	1.72	1.69	1.55	1.85	1.85	1.85
Average Resident Local Spending Texas Area (USD/Unit/Year, See Note 1)	23,995	23,995	23,995	23,995	23,995	23,995
Average Operations Spending Dallas Area (USD/Unit/Year, See Note 1)	3,180	3,180	3,180	3,180	3,180	3,180

# Apartment Complex Economic Impact

Description	2018	2019	2020	2021	2022	2023
Average Job Creation from Operations in Dallas Area (Jobs/Unit/Year, See Note 1)	0.061	0.061	0.061	0.061	0.061	0.061
Sales Tax Related Revenue						
Direct Sales Revenue (USD)	0	0	0	0	0	0
Indirect Sales Revenue, Resident Spending (USD)	2,807,415	4,367,090	4,751,010	6,958,550	6,958,550	6,958,550
Total Sales Revenue (USD)	2,807,415	4,367,090	4,751,010	6,958,550	6,958,550	6,958,550
Percent of Sales Revenue Staying in Farmersville (USD)	25	25	25	25	25	25
Total Sales Revenue in Farmersville (USD)	701,854	1,091,773	1,187,753	1,739,638	1,739,638	1,739,638
Sales Tax Rate	0.0100	0.0100	0.0100	0.0100	0.0100	0.0100
Economic Development Corporation Sales Tax Rate	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050
Community Development Corporation Sales Tax Rate	0.0050	0.0050	0.0050	0.0050	0.0050	0.0050
City of Farmersville Sales Tax Yearly Revenue (USD)	7,019	10,918	11,878	17,396	17,396	17,396
FEDC Sales Tax Yearly Revenue (USD)	3,509	5,459	5,939	8,698	8,698	8,698
FCDC Sales Yearly Revenue (USD)	3,509	5,459	5,939	8,698	8,698	8,698
Total Sales Tax Revenue (USD)	14,037	21,835	23,755	34,793	34,793	34,793
Ad Valorem Tax Related Revenue						
Real Estate Value	364,200	378,768	393,919	409,675	426,062	443,105
Percent in Ag Use	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Real Estate Value	364,200	378,768	393,919	409,675	426,062	443,105
Improvement Value	11,296,552	17,572,414	19,117,241	28,000,000	28,000,000	28,000,000
Total Value	12,024,952	18,329,950	19,905,079	28,819,351	28,852,125	28,886,210
Ad Valorem Tax Rate	0.0078000	0.0078000	0.0078000	0.0078000	0.0078000	0.0078000
City of Farmersville Ad Valorem Yearly Revenue	2,841	2,954	3,073	3,195	3,323	3,456
TIRZ Ad Valorem Yearly Revenue	88,113	137,065	149,114	218,400	218,400	218,400
Total Ad Valorem Yearly Revenue	90,954	140,019	152,187	221,595	221,723	221,856
Water Revenue						
Water Usage per Month (Gallons)	611,794	934,431	934,431	1,631,450	1,631,450	1,631,450
Water Usage per Year (Gallons)	7,341,525	11,213,175	11,213,175	19,577,400	19,577,400	19,577,400
Water Utility Yearly Revenue USD, Two 6 Inch Meters)	85,692	126,073	126,073	213,312	213,312	213,312
Wastewater Revenue						
Sewer Usage per Month (Gallons)	611,794	934,431	934,431	1,631,450	1,631,450	1,631,450
Sewer Usage per Year (Gallons)	7,341,525	11,213,175	11,213,175	19,577,400	19,577,400	19,577,400
Sewer Utility Yearly Revenue	71,323	108,800	108,800	189,766	189,766	189,766

# Apartment Complex Economic Impact

Description	2018	2019	2020	2021	2022	2023
<b>Employment</b>						
Number of Employees, Full-Time	1	1	1	1	1	1
Number of Employees, Part-Time	0	0	0	0	0	0
Number of Employees, Seasonal	0	0	0	0	0	0
Number of Indirect Jobs Created	7	11	12	18	18	18
Average Salary Per Job Created (USD)	35,000	35,000	35,000	35,000	35,000	35,000
Employment Economic Impact (USD)	284,795	423,570	457,730	654,150	654,150	654,150
<b>Cost of Public Improvements</b>						
Estimated Cost of Water Improvements (USD)	0	0	0	0	0	0
Estimated Cost of Wastewater Improvements (USD)	0	0	0	0	0	0
Estimated Cost of Storm Water Improvements (USD)	0	0	0	0	0	0
Estimated Cost of Street Improvements (USD)	0	0	0	0	0	0
Estimated Cost of Electrical Improvements (USD)	0	0	0	0	0	0
Estimated Cost of Gas Improvements (USD)	0	0	0	0	0	0
<b>Tax Abatement</b>						
Term of Tax Abatement (Years)	5	5	5	5	5	5
Percentage of Tax Abatement	50	50	50	50	50	50
TIRZ Tax Abatement (USD)	44,057	68,532	74,557	109,200	109,200	0
City Tax Abatement (USD)	1,420	1,477	1,536	1,598	1,662	0
Total Tax Abatement (USD)	45,477	70,010	76,094	110,798	110,862	0
<b>Summary</b>						
Total Public Revenue, Includes City, 4A, 4B, TIRZ, Utilities, etc. (USD)	216,528	326,718	334,722	548,668	548,732	659,727
Total City Enterprise Fund Revenue (USD)	157,014	234,873	234,873	403,078	403,078	403,078
Total City General Fund Revenue (USD)	9,859	13,872	14,950	20,592	20,720	20,853
Total CDC Revenue (USD)	3,509	5,459	5,939	8,698	8,698	8,698
Total EDC Revenue (USD)	3,509	5,459	5,939	8,698	8,698	8,698
Total TIRZ Revenue (USD)	44,057	68,532	74,557	109,200	109,200	218,400
Area Employment Impacts (USD)	284,795	423,570	457,730	654,150	654,150	654,150
Total Cost of Improvements (USD)	0	0	0	0	0	0
Cost of Tax Abatement	45,477	70,010	76,094	110,798	110,862	0

Apartment Complex Economic Impact

Description	2018	2019	2020	2021	2022	2023
-------------	------	------	------	------	------	------

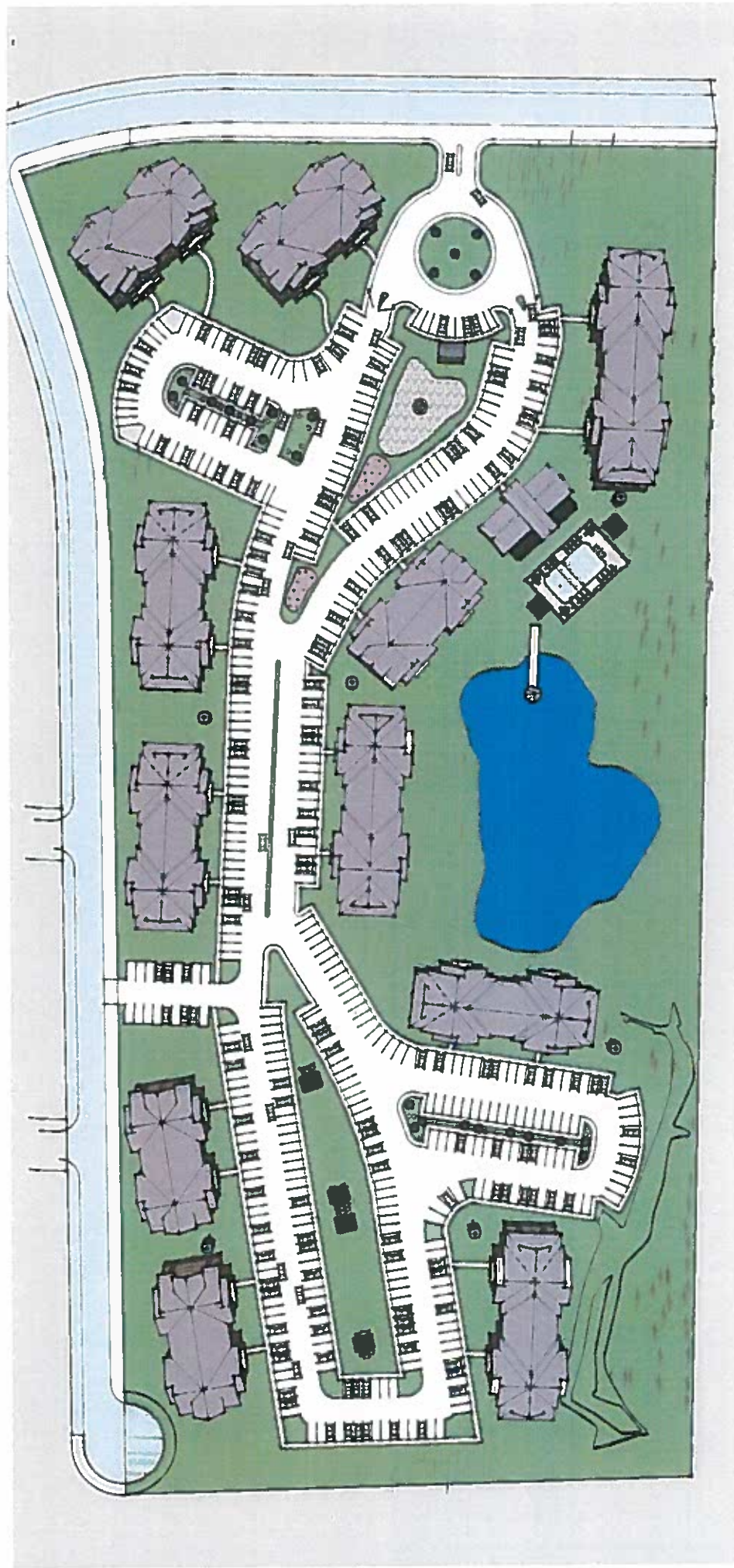
Note 1: Information from "The Trillion Dollar Apartment Industry" report.

Information/Assumptions	
Growth Projection	1.15
Appreciation Rate (%)	4.00
Water Requirement (Gallons/Person/Day)	100



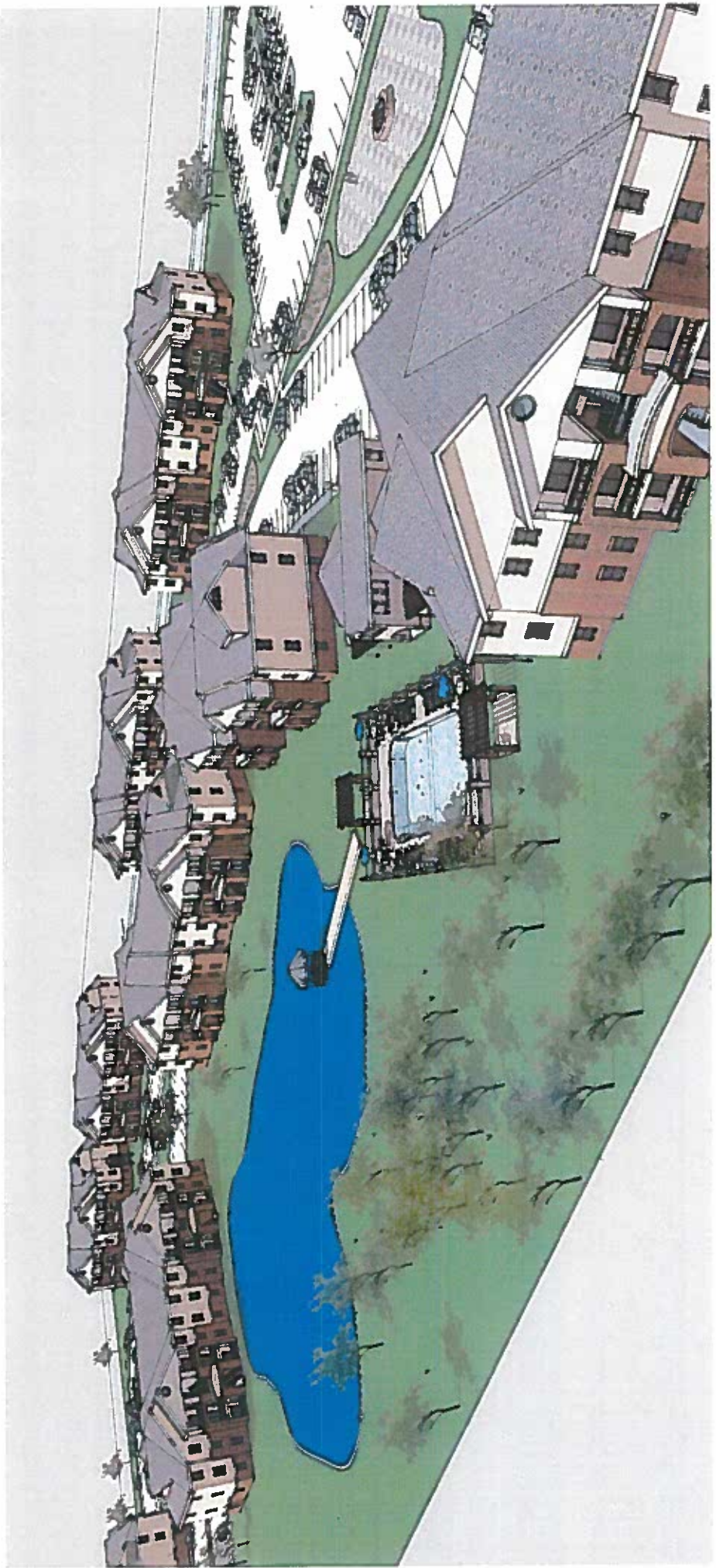


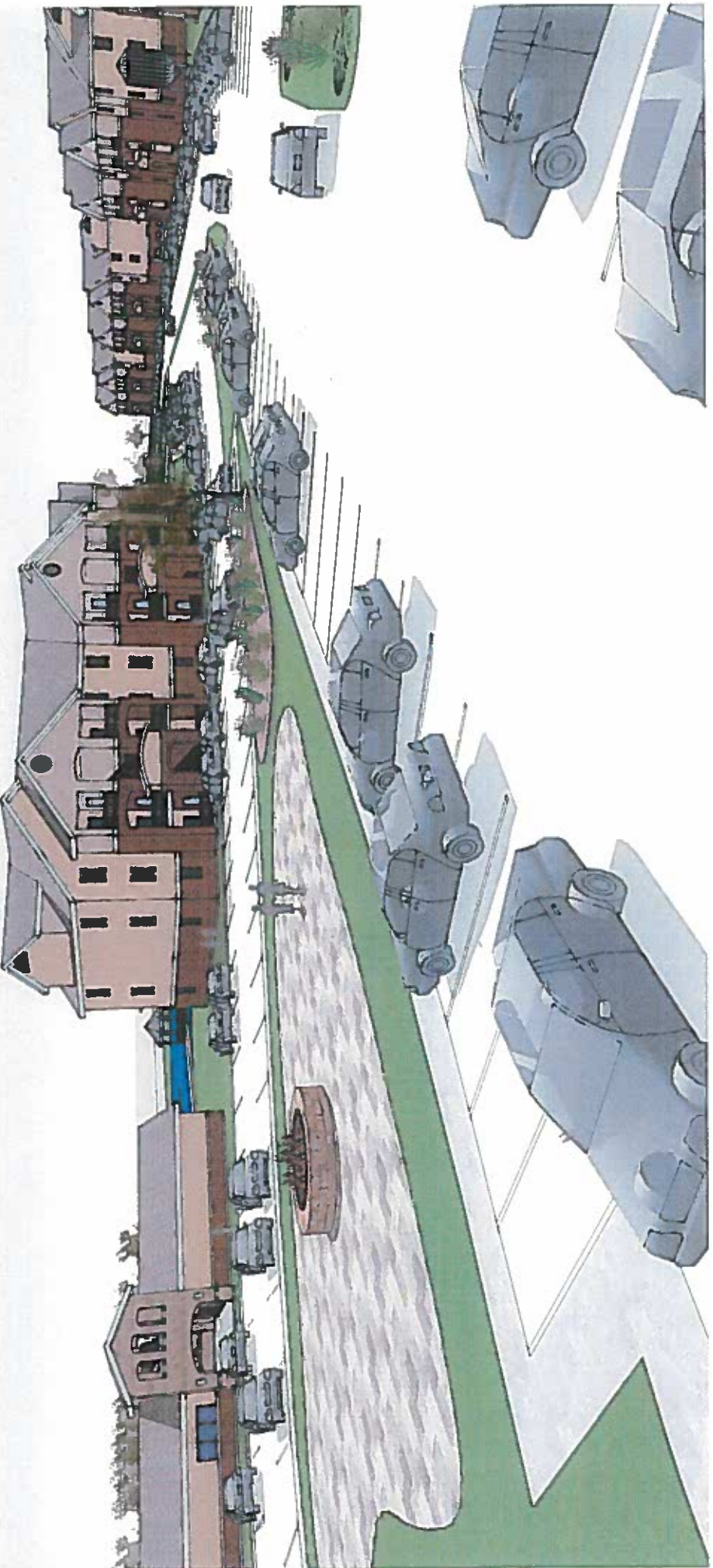




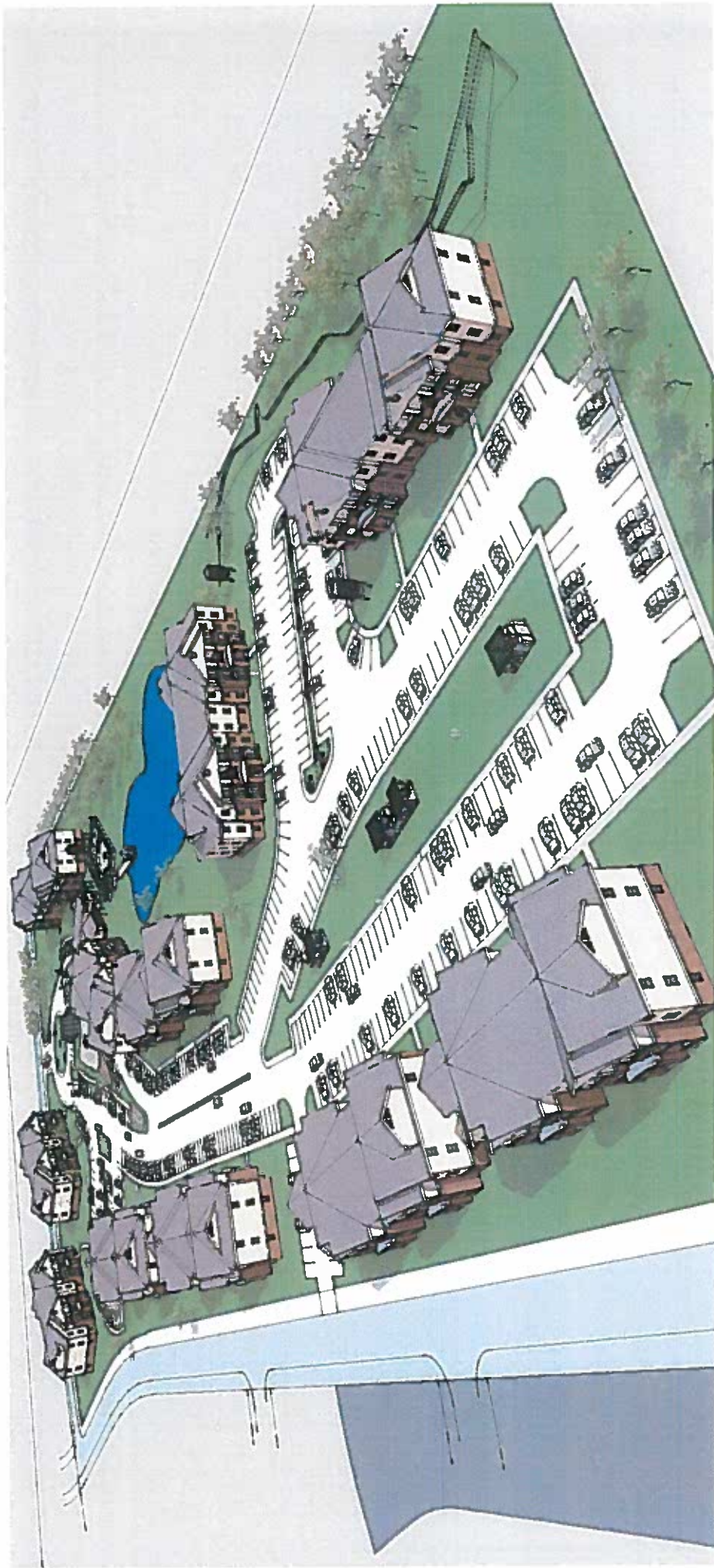


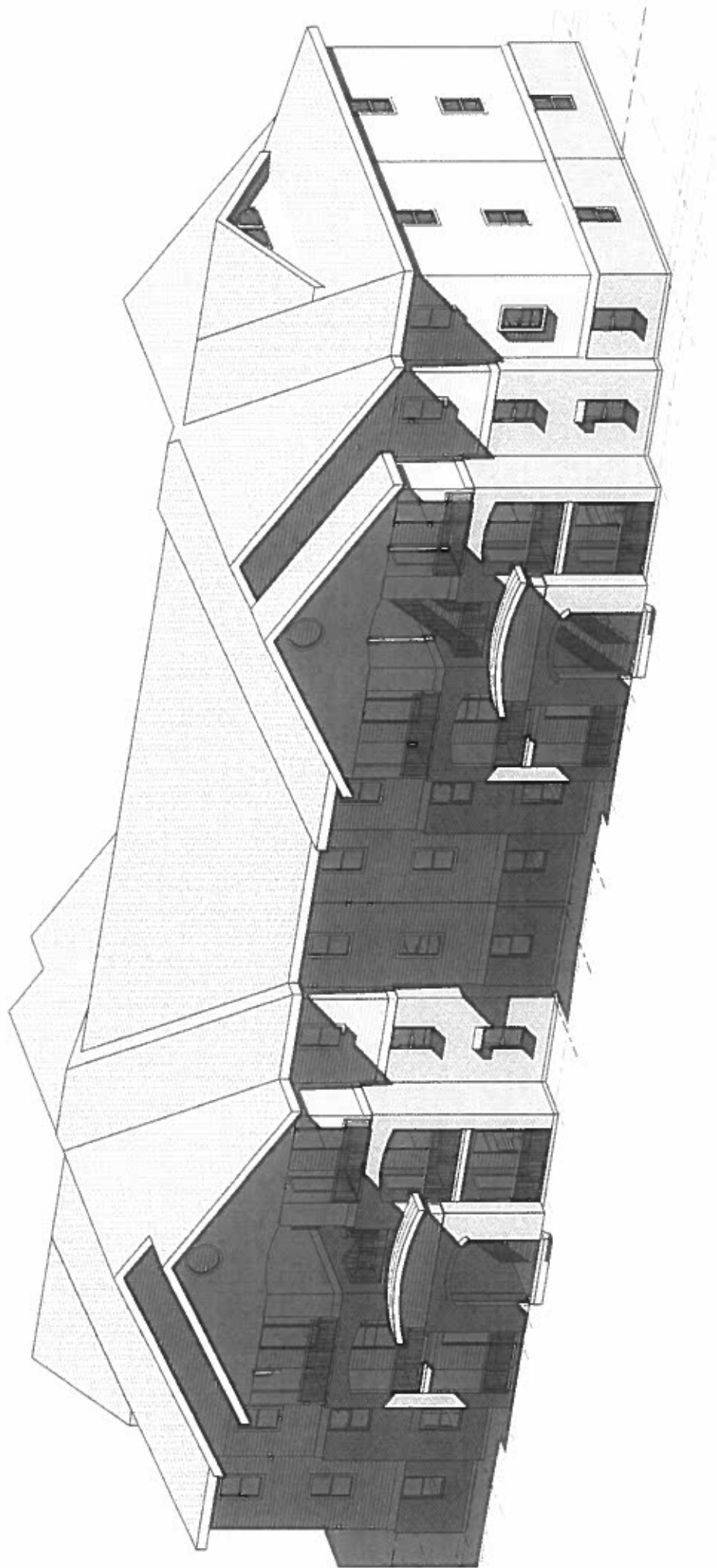












Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss, and act upon an interlocal agreement with the Collin County Elections Office for overseeing the City election.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2013
Attachment(s)	ILA with Collin County
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**May 5, 2018**  
**General Election**  
**Contract for Election Services**  
**City of Farmersville**

---



# **May 5, 2018 General Election**

## **Table of Contents**

I.....	Duties and Services of Contracting Officer
II.....	Duties and Services of City
III.....	Cost of Election
IV.....	General Provisions

## **Exhibits**

Exhibit A.....	Early Voting Schedule and Locations
Exhibit B.....	Election Day Vote Centers
Exhibit C.....	Cost of Services

**THE STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF FARMERSVILLE**

**§**

**CONTRACT FOR  
ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF FARMERSVILLE, hereinafter referred to as the "CITY," and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's May 5, 2018 General Election and a City Runoff Election, if necessary, on June 16, 2018. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

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

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

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

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

- b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.
- c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

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

- a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.
- b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.
- c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
- d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
  - 1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

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

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

- a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
- b. Early Voting by personal appearance for the City's May 5, 2018, General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.
- c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
  1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.
  2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.
- d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

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

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

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

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

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

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

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

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

2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period.

Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.

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

**II. DUTIES AND SERVICES OF THE CITY.** The City shall assume the following responsibilities:

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

B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 2, 2018.

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

a. **The City shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 21, 2018, the official wording for the City's May 5, 2018, General Election.**

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

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

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

F. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 6, 2018. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

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

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

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

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

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's May 5, 2018, General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

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

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 5, 2018, General Election. All actual shared

cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer and holding a May 5, 2018, General Election.

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

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

\_\_\_\_\_  
Bruce Sherbet  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Diane Piwko, Mayor  
City of Farmersville

Attest: \_\_\_\_\_  
Sandra Green, City Secretary  
City of Farmersville



# **MAY 5, 2018 GENERAL ELECTION**

## **Early Voting Locations and Hours City of Farmersville**

Polling Place			Address		City	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Farmersville City Hall			205 S. Main		Farmersville	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 22</i>	<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am - 7pm Election Day</b>

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

**Exhibit "B"**

**MAY 5, 2018**

**GENERAL ELECTION**

**Election Day Vote Center – City of Farmersville**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
"VOTE CENTER"	Farmersville City Hall	205 S. Main	Farmersville

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

# ESTIMATED COSTS FOR CITY OF FARMERSVILLE

May 5, 2018

Exhibit "C"

## SUPPLY COST

Number of Early Voting Locations	1		
Number of Election Day Locations	1		
Sample Ballots		Units	Cost Farmersville
Early Voting Mail Ballots	\$0.1866 each	50	\$9.33
Early voting and election day kits	\$1.20 each	5	\$6.00
Central Counting kit and supplies	\$25.00 each	2	\$50.00
County Precinct Maps	\$50.00 each	1	\$50.00
Printer Labels	\$12.00 each	2	\$24.00
	\$5.27 each	3	\$15.81
Grand Total			\$155.14

## EQUIPMENT RENTAL COST

Number of Early Voting Locations	1		
Number of Election Day Locations	1		
Voting Machines (7's)		Units	Cost Farmersville
Transfer Cases	\$150.00 each	6	\$900.00
Metal Signs	\$5.00 each	2	\$10.00
Wood Signs	\$1.00 each	4	\$4.00
EV Security Cabinets	\$2.00 each	2	\$4.00
EV Computer Cabinet	\$200.00 each	1	\$200.00
ED Security Cabinets	\$50.00 each	1	\$50.00
EV/ED Cabinet Drayage	\$200.00 each	1	\$200.00
	\$260.00 each	2	\$520.00
Grand Total			\$1,888.00

## EARLY VOTING

Number of Early Voting Locations	1	
Workers each location	3	
	Units	Cost Farmersville
Mailed Ballot Kits	5	\$5.00
Postage for Ballots	5	\$4.40
Assemble EV Location	1	\$50.00
Total Judge Hours	68	\$816.00
Overtime Judge Hours	23	\$414.00
Total Alt. Judge & Clerk Hours	136	\$1,360.00
Overtime Alt. Judge & Clerk Hours	46	\$690.00
Pickup & Delivery of Supplies	1	\$25.00
Grand Total		\$3,364.40

## ELECTION DAY

Number of Election Day Locations	1	
Workers each location	3	
	Units	Cost Farmersville
Total Judge Hours	14	\$168.00
Total Alt. Judge & Clerk Hours	28	\$280.00
Pickup & Delivery of Supplies	1	\$25.00
Grand Total		\$473.00

## ADMINISTRATIVE EXPENSES

Number of Early Voting Locations	1	
Number of Election Day Locations	1	
	Units	Cost Farmersville
Manual Recount Deposit	1	\$60.00
Process Pollworker Checks	4	\$6.00
Process Election Judge Notices	4	\$6.00
Grand Total		\$72.00

**TABULATION**

Tabulation Network	\$4,000.00
Election Night Vendor Support	\$1,800.00
Notice of Inspection/Tabulation Test	\$1,500.00
Total	\$7,300.00
Number of Entities	30
Total	\$243.33

**PROGRAMMING**

Dominion Project Management	\$2,500.00
Full Service Programming w/Audio	\$18,000.00
Total	\$20,500.00
Number of Entities	30
Total	\$683.33

**CENTRALIZED COSTS**

Early Voting Ballot Board	\$1,250.00
Cost for Central Count Workers	\$1,400.00
FICA on Election Workers	\$10,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (6)	\$1,100.00
Early Voting Personnel in McKinney	\$4,500.00
Warehouse Gas Mileage	\$1,400.00
County Overtime and Temporaries	\$50,000.00
FICA for County Employees	\$1,250.00
Total	\$70,950.00

Full Service Jurisdictions - 547,737

Farmersville - 1,716 .031% of Total = \$219.95

**SUMMARY OF COSTS FOR CITY OF FARMERSVILLE**

<b>SUPPLY COST</b>	<b>\$155.14</b>
<b>EQUIPMENT RENTAL COST</b>	<b>\$1,888.00</b>
<b>EARLY VOTING</b>	<b>\$3,364.40</b>
<b>ELECTION DAY</b>	<b>\$473.00</b>
<b>ADMINISTRATIVE EXPENSES</b>	<b>\$72.00</b>
<b>TABULATION/PROGRAMMING COSTS</b>	<b>\$926.66</b>
<b>CENTRALIZED COSTS</b>	<b>\$219.95</b>
<b>Total</b>	<b>\$7,099.15</b>
<b>10% Administrative Fee</b>	<b>\$709.92</b>
<b>Grand Total</b>	<b>\$7,809.07</b>
<b>90% Deposit due by 04/06/18</b>	<b>\$7,028.16</b>

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss, and act upon the Texas Department of Agriculture contract for grant 7217129 regarding Rike Street improvements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	TDA Contract
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE CITY OF FARMERSVILLE  
CONTRACT NO. 7217129  
FOR  
THE COMMUNITY DEVELOPMENT FUND**

**SECTION 1. PARTIES TO CONTRACT**

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

**SECTION 2. CONTRACT PERIOD**

This contract and agreement shall commence on December 1, 2017, and shall terminate on November 30, 2019, unless otherwise specifically provided by the terms of this contract.

**SECTION 3. PURPOSE**

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

**SECTION 4. CONTRACTOR PERFORMANCE**

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

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

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



## SECTION 5. DEPARTMENT OBLIGATIONS

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

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

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

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

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

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

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

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

## SECTION 6. GENERAL CONDITIONS

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

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

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

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Wording, Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.
4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.
5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

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

1. Suspension or Termination

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

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

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

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

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

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

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

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

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

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

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

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

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department,

until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

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

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

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

5. Ineligibility Period

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

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

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

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

## SECTION 7. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part

200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

**B. Documentation and Record Keeping**

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

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

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

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

C. Reporting and Payment Procedures

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

2. Payment Procedures

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

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

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

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

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

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

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

## **SECTION 8. PERFORMANCE MONITORING**

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

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

## **SECTION 9. SUBCONTRACTS**

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

### **B. Selection Process**

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.

2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.

3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

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

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

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

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

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

## **SECTION 10. LEGAL AUTHORITY**

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

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

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

## **SECTION 11. LITIGATION AND CLAIMS**

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



## SECTION 12. AUDIT

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

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

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

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

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

## SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

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

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

## **B. Limitations on Activities Pending Clearance**

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

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

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

## **SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS**

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

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

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

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

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

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

## **SECTION 15. DEBARMENT**

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

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

## **SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Civil Rights and Anti-discrimination**

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

### **B. Employment Restrictions**

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

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

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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

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

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

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

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

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

**D. Lobbying**

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

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

**SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT**

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

**SECTION 18. EFFECTIVE DATE**

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

**SECTION 19. WAIVER**

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

**SECTION 20. ORAL AND WRITTEN AGREEMENTS**

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

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

**SECTION 21. VENUE**

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

**Signed:**

\_\_\_\_\_  
Diane C. Piwko, Mayor  
City of Farmersville

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jason Fearneyhough, Deputy Commissioner  
Texas Department of Agriculture

\_\_\_\_\_  
Date

**EXHIBIT A**  
**PERFORMANCE STATEMENT**  
**CITY OF FARMERSVILLE**

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

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

**CURRENT NEED**

The City of Farmersville has streets that are aged and deteriorated, resulting in a threat to public safety and limited access.

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

**ACTIVITIES**

Street Improvements Contractor shall reconstruct streets to improve access. Contractor shall reconstruct approximately one thousand eight hundred fifty linear feet (1,850 l.f.) of street, utilizing HMAC asphalt pavement, install curbs and gutters, driveway repair, and all associated appurtenances. Construction shall take place at the following locations:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Rike Street	Beech Street	Railroad

These activities shall benefit sixty-one (61) persons, of which fifty-one (51) persons or eighty-four percent (84%) are of low- to moderate-income.

**Engineering**

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

**General Administration**

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

**EXHIBIT B****BUDGET****CITY OF FARMERSVILLE**

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

Source of Other Funds:

1 – City of Farmersville, Public Works Fund



**EXHIBIT C**

**PROJECT IMPLEMENTATION SCHEDULE**

**CITY OF FARMERSVILLE**

**CONTRACT START DATE**  
December 1, 2017

**CONTRACT END DATE**  
November 30, 2019

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

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	2/1/2018
4-Month Conference Call / Meeting Completed <sup>(1)</sup>	Month 4	4/1/2018
Plans and Specifications Completed	Month 6	6/1/2018
Plans and Specifications Submitted for Approval (as required <sup>1</sup> )	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

<sup>(1)</sup> See TxCDBG Project Implementation Manual

**EXHIBIT D**  
**COMMUNITY DEVELOPMENT FUND**  
**SPECIAL CONDITIONS**  
**CITY OF FARMERSVILLE**

**A. Special Conditions for Release of Construction Funds**

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

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

## EXHIBIT E

### APPLICABLE LAWS AND REGULATIONS

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

#### I. LEAD-BASED PAINT

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

#### II. ENVIRONMENTAL LAW AND AUTHORITIES

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

#### III. ACQUISITION/RELOCATION

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

#### IV. FAITH-BASED ACTIVITIES

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

#### V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

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

**EXHIBIT F**  
**CERTIFICATIONS**

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Consider, discuss, and act upon Resolution #R-2018-0213-002 regarding surplus items from the Fire Department to be sold at auction.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Resolution #R-2018-0213-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2018-0213-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,  
DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND  
AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.**

**WHEREAS**, the Farmersville Fire Department of the City of Farmersville has the following items of personal property that are surplus and not required for the City's foreseeable needs:

One 1986 "International" Water Truck with a 500 gallon water tank,  
VIN# 1HTLDUXN2GHA23078

**WHEREAS**, the staff recommends the described items above be declared surplus property and sold at auction with the net proceeds from the sale of these items being placed in the Fire Department's Fund;

**NOW, THEREFORE, BE IT RESOLVED 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. PROPERTY DECLARED SURPLUS AND ORDERED SOLD**

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property at auction and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Fire Department's Fund.

**Section 3: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED** this the 13th day of February, 2018.

**APPROVED:**

\_\_\_\_\_  
Diane C. Piwko, Mayor

**ATTEST:**

---

Sandra Green, City Secretary



# **MEMO**

**TO: Mayor and City Council**

**FROM: Paula Jackson**

**REGARDING: Placing item on Rene' Bates**

**Item to be placed on Rene' Bates:** 1986 International Water Truck with a 500 gallon water tank: VIN #1HTLDUXN2GHA23078.

Working when taken out of service.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.



CITY OF FARMERSVILLE  
205 S MAIN ST  
FARMERSVILLE, TX 75442-2209

*Fire Dept  
Water Tanker Truck*

006667

06/2006

24039027105742

↓ DETACH HERE ↓

## TEXAS CERTIFICATE OF TITLE



VEHICLE IDENTIFICATION NUMBER  
**1HTLDUXN2GHA23078**

YEAR MODEL  
**1986**

MAKE OF VEHICLE  
**INTL**

BODY STYLE  
**VN**

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

**04330139013132044 11/08/2006**

MODEL

MF. CAPACITY  
IN TONS

WEIGHT

LICENSE NUMBER

**3**

**15600**

**235276**

PREVIOUS OWNER

**CITY OF WHITNEY WHITNEY TX**

OWNER

ODOMETER READING  
**EXEMPT**

REMARK(S)

**CITY OF FARMERSVILLE  
205 S MAIN  
FARMERSVILLE, TX 75442**

**DIESEL  
EXEMPT**

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN

1ST LIENHOLDER

**NONE**

1ST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT  
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

K>1  
03

TRAILER TYPE:  
0 TIRE TYPE: P

Q/YR: 0/0  
PLATE AGE: 0

MATION

0.00  
0.00  
0.00

0.00

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss, and act upon Resolution #R-2018-0213-003 regarding a change to the retirement section of the Personnel Policy Manual.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 13, 2018
Attachment(s)	Resolution #R-2018-0213-003
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE, TEXAS  
RESOLUTION # 2018-0213-003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE PERSONNEL POLICIES MANUAL THROUGH THE AMENDMENT OF CURRENT SECTION 8-04, ENTITLED "RETIREMENT," BY REPLACING SAID SECTION IN ITS ENTIRETY WITH A NEW SECTION 8-04 ALSO ENTITLED "RETIREMENT"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has previously adopted a Personnel Policies Manual that is intended to bring into the service of the City a high degree of understanding, cooperation, efficiency, and unity which comes through systematic application of good procedures in personnel administration, and to provide a uniform policy for all employees with all the benefits such a program insures; and

**WHEREAS**, the City Council now desires to amend said Personnel Policies Manual as set forth herein;

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. From and after the adoption of this Resolution the Personnel Policies Manual is hereby amended by amending Section 8-04, entitled "Retirement," by deleting said Section 8-04 in its entirety and replacing said section with a new Section 8-04 that is also entitled "Retirement" to read as follows:

**"8-04. RETIREMENT**

Eligible employees may elect to retire from the City's employment in accordance with applicable retirement programs.

- (a) Eligible employees who are within one (1) year of their planned retirement date ("Eligible Retiring Employees") may submit a written request to the City Manager seeking permission to reduce their work hours down to 32 hours per week during their final year of employment with the City (the "Reduced Work Hours Program"). If approved, the written request to enter the Reduced Work Hours Program shall be deemed to be a notice of

resignation effective no later than one (1) year after the submission thereof to the City Manager.

(b) If approved, Eligible Retiring Employees who choose to enter the Reduced Work Hours Program will also receive a corresponding proportionate reduction in salary and benefits while participating in the Reduced Work Hours Program.

(c) An Eligible Retiring Employee may only work in the Reduced Work Hours Program for a maximum time period of one (1) year from the date of submission of a request to the City Manager. Once the Eligible Retiring Employee completes one (1) year of participation in the Reduced Work Hours Program, retirement is mandatory."

SECTION 3. This Resolution shall take effect upon approval by the City Council as the law in such cases provides, and it is accordingly so resolved.

**PASSED THIS 13th DAY OF FEBRUARY, 2018** at a scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 13<sup>TH</sup> DAY OF FEBRUARY, 2018.**

\_\_\_\_\_  
Diane C. Piwko, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

## **VII. EXECUTIVE SESSION**

## **VIII. RECONVENE FROM EXECUTIVE SESSION**

## **IX. Requests to be Placed on Future Agendas**



## **X. Adjournment**