



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
January 23, 2018, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings
 - Signups for the upcoming May election will be from January 17th thru February 16th for Mayor and 2 Council seats. Applications are available thru the City Secretary.
 - There will be a 50th Anniversary celebration for the VFW Post 7426 on February 10th at 10:00 a.m.
 - City Offices will be closed on February 19th in observance of President's Day.
 - Due to the City Offices being closed on February 19th, the Planning & Zoning Commission Meeting has been moved to February 26th.

II. PUBLIC COMMENT

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquires about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.

III. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda,

excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes 12-12-17
- B. City Council Minutes 1-4-18
- C. Police Department Annual Reports
- D. Public Works Report
- E. City Manager's Verbal Report
 - Update on the sewer system in relation to Camden Park.
 - Hamilton Street Update
 - Update of Historical Preservation Ordinance
 - Riding Club Area Agreement Update
 - Recent EDC activity
 - Update of Main Street Manager vacancy

IV. REGULAR AGENDA

- A. Annual report from Robert Medigovich from Community Waste Disposal.
- B. Consider, discuss and act upon JW Spain Little League Baseball Agreement.
- C. Consider, discuss and act upon Resolution #R-2018-0123-001 calling a general election for May 5, 2018 to elect a Mayor, Councilmember Place 2, and Councilmember Place 4.
- D. Consider, discuss and act upon Interlocal Agreement for Public Works services with the City of Lavon.
- E. Consider, discuss and act upon awarding materials contracts for concrete, rebar, and trench frame and grate for the Community Development Block Grant Main Street Program Project No. 7216322.
- F. Consider, discuss and act upon placement and costs of sewer line at Summit Addition 2.
- G. Discussion regarding the timeline of review and approval of the Comprehensive Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan.
- H. Discussion regarding Main Street Grant #7216322 ADA plans.
- I. Consider, discuss and act upon Development Agreement with Big D Concrete.
- J. Consider, discuss and act upon a recommendation from the Planning and Zoning Commission for the Final Plat of Robles Estates, Lots 1-3, Block A.
- K. Consider, discuss and act upon the rejection of the Main Street Sidewalk, Parking, and Curb Ramp Improvements bid.

V. EXECUTIVE SESSION

Discussion of Matters Permitted by Texas Government Code Section 551.071,
CONSULTATION WITH ATTORNEY:

1. Discussion of matters protected by the attorney-client privilege:

- a) Discussion related to purchasing the property at 213 Orange Street.
- b) Discussion related to purchasing the property at 517 McKinney Street.

VI. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE

VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

VIII. ADJOURNMENT

Dated this the 19th day of January, 2018.



Diane C. Piwko, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted January 19, 2018 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



I. Preliminary Matters

JANUARY 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	New Year's Day - City Offices Closed			City Amenities Board Meeting 4:15pm City Council Workshop 6:00pm		Farmers & Fleas 9:00am
7	8	9	10	11	12	13
	Main Street Board Meeting 4:45pm FCDC (4B) Meeting 5:45pm	Municipal Court 9:00am City Council Meeting 6:00pm				
14	15	16	17	18	19	20
	M L King Day - City Offices Closed		First Day to File for Place on the Ballot (May General Election)	FEDC (4A) 6:30pm		
21	22	23	24	25	26	27
	P&Z Meeting 6:30 pm	Municipal Court 9:00am City Council Meeting 6:00pm		Building & Property Standards Meeting 6:00pm (Cancelled)		
28	29	30	31			

FEBRUARY 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
				City Amenities Board Meeting 4:15pm		Farmers & Fleas 9:00am
4	5	6	7	8	9	10
		Municipal Court 9:00am				50th Anniversary celebration for VFW Post 7426 10:00 AM
11	12	13	14	15	16	17
	Main Street Board Meeting 4:45pm FCDC (4B) Meeting 5:45pm	City Council Meeeting 6:00pm		FEDC (4A) Meeting 6:30pm		
18	19	20	21	22	23	24
	City Offices Closed - President's Day	Early Voting - Primary Elections 8-5 pm	Early Voting - Primary Elections 8-5 pm	Building & Property Standars Meeting 6:00pm Early Voting - Primary Elections 8- 5 pm	Early Voting - Primary Elections 8-5 pm	
25	26	27	28			
	P&Z Meeting 6:30 pm Farmersville School Board Meeting 7:00 pm	City Council Meeting 6:00pm				

MARCH 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
				City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am
4	5	6	7	8	9	10
		Municipal Court 9:00 am				
11	12	13	14	15	16	17
Main Street Meeting 4:45 pm FCDC (4B) Meeting 5:45 pm	City Council Meeting 6:00 pm			FEDC (4A) Meeting 6:30 pm		
18	19	20	21	22	23	24
	P&Z Meeting 6:30 pm Farmersville School Board Meeting 7:00 pm	Municipal Court 9:00 am		Building & Property Standars Meeting 6:00pm	Chamber of Commerce Annual Banquet 7:00 pm	
25	26	27	28	29	30	31
	P&Z Meeting 6:30 pm Farmersville School Board Meeting 7:00 pm				City Offices Closed - Good Friday	

APRIL 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
				Last Day to Register to Vote - General Election City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am
8	9	10	11	12	13	14
	Main Street Meeting 4:45 pm FCDC (4B) Meeting 5:45 pm	Municipal Court 9:00 am City Council Meeting 6:00 pm				Community Shed Sale
15	16	17	18	19	20	21
	P&Z Meeting 6:30 pm			FEDC (4A) Meeting 6:30 pm		
22	23	24	25	26	27	28
	Early Voting - General Elections 8:00 am -5:00 pm Farmersville School Board Meeting 7:00 pm	Early Voting - General Elections 8:00 am -5:00 pm	Early Voting - General Elections 8:00 am -5:00 pm	Early Voting - General Elections 8:00 am -5:00 pm Building & Property Standars Meeting 6:00pm	Early Voting - General Elections8:00 am -5:00 pm	Early Voting - General Elections 8:00 am -5:00 pm
29	30					
	Early Voting - General Elections 7:00 am -7:00 pm					

MAY 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
		Early Voting - General Elections 7:00 am -7:00 pm		City Amenities Board Meeting 4:15 pm		Election Day Farmers & Fleas 9:00 am
6	7	8	9	10	11	12
		City Council Meeting 6:00 pm				
13	14	15	16	17	18	19
	Main Street Meeting 4:45 pm FCDC (4B) Meeting 5:45 pm	Municipal Court 9:00 am		FEDC (4A) Meeting 6:30 pm		Chamber of Commerce Casino Night
20	21	22	23	24	25	26
	P&Z Meeting 6:30 pm			Building & Property Standars Meeting 6:00pm		
27	28	29	30	31		
	City Offices Closed - Memorial Day	Municipal Court 9:00 am				

2018 ELECTION INFORMATION



March 6, 2018 – Primary Election

Last Day to Register to Vote (Postmarked)	February 5, 2018
Early Voting	February 20, 2018 – March 2, 2018
First Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	January 1, 2018
Last Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	February 23, 2018

May 5, 2018 – City/School Election

Last Day to Register to Vote (Postmarked)	April 5, 2018
Early Voting	April 23, 2018 – April 28, 2018; April 30, 2018 - May 1, 2018
First Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	January 1, 2018
Last Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	April 24, 2018

May 22, 2018 – Primary Runoff Election

Last Day to Register to Vote (Postmarked)	April 23, 2018
Early Voting	May 14, 2018 – May 18, 2018
First Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	January 1, 2018
Last Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	May 11, 2018

June 16, 2018 – City Runoff Election

Last Day to Register to Vote (Postmarked)	May 17, 2018
Early Voting	June 4, 2018 – June 9, 2018; June 11, 2018 – June 12, 2018
First Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	January 1, 2018
Last Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	June 5, 2018

November 6, 2018 – Uniform Election

Last Day to Register to Vote (Postmarked)	October 9, 2018
Early Voting	October 22, 2018 – November 2, 2018
First Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	January 1, 2018
Last Day to Apply for Ballot by Mail/FPCA (Received, not Postmarked)	October 26, 2018

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	N/A
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	N/A

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Minutes 12-12-17
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
December 12, 2017, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Piwko called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst, and Todd Rolen were all present. Michael Hesse was not in attendance. City staff members Ben White, Sandra Green, Rick Ranspot, Kim Morris, Mike Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Kim Morris, Fire Chief for the City of Farmersville, followed by the pledges to the United States flag and the Texas flag.
- The calendar of upcoming holidays and meetings were provided in the agenda packet.
 - Calendar of upcoming holidays and meetings
 - City offices will be closed on Monday, December 25, 2017 and Tuesday, December 26, 2017 in observance of the Christmas Holiday.
 - City offices will be closed on Monday, January 1, 2018 in observance of New Year's.
 - The Library will be closed from through February 3, 2018 due to renovations.
 - The Civic Center will be tentatively closed from January 1, 2018 through January 13, 2018 for renovations.
 - The North Central Texas Council of Governments has a Regional Transportation Public Input opportunity for everyone. Go to www.nctcog.org/input to review and comment.
 - Mayor Piwko stated Chief Sullivan received a lot of news coverage for this effort.

II. PUBLIC COMMENT

- John Hart who resides at 18601 CR 646 addressed Council and spoke about the videos on the website he had discussed at a previous meeting. He stated clips like those on websites are a way for terrorist groups to recruit people. He requested a future agenda item regarding the prayer before the meeting. He is wanting diverse mix of denominations to say the prayer.

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- A. City Council Minutes for 11-14-17
- B. City Council Minutes for 11-28-17
- C. Police Department Report
- D. Code Enforcement/Animal Control Report
- E. Fire Department Report
- F. Municipal Court Report
- G. Warrant Officer Report
- H. Public Works Report
- I. Library Report
- J. City Manager’s Report

- Mayor Piwko pulled the Public Works Report and the City Manager’s Report to discuss.
 - Motion to approve A-G and I was made by Todd Rolen
 - 2nd to approve was Donny Mason
 - All council members voted in favor
- Mayor Piwko asked about the 2194 drainage issue at the Chaparral Trail.
- Ben White stated they tried to slow the water down by placing diverters and digging out some of the ditches, but it did wash out some of the decomposed granite. It is still not draining correctly so there is a continuing issue.
- Mayor Piwko asked for it to be placed on the Public Works Report to show the City is tracking the issue because she stated there was nothing on the report about it.

- Donny Mason asked about Hamilton Street.
- Ben White stated the City has been given a list of items and he has forwarded the list to the attorney who will create an agreement.
- Mayor Piwko moved on to the City Manager's Report. She had a question regarding the contract for the interlocal agreement with the City of Lavon for public works services. She wondered why it was labeled as "in progress" because she thought it was already signed.
- Ben White explained the agreement is with the City of Lavon waiting for approval. He stated this was something they were asking the City of Farmersville for.
- Sandra Green stated there were some changes the City of Lavon wanted and it would have to go before Council again in the future. She explained the agreement was currently with the City of Lavon's attorney.
- Mayor Piwko asked if the franchise agreement with Texas-New Mexico was in regards to the Sharyland/Oncor transfer.
- Ben White stated it did not have to do with Sharyland but it was an update that is completed periodically for use and payment.
- Alan Lathrom indicated it was payment exchange for the City's rights-of-way for their equipment.
- Mayor Piwko stated she wanted to compliment Paula Jackson in regards to the customer service area because the payment plan backlog had been knocked down.
- Mr. Hurst asked about the status of the bullet proof glass that is going to be placed in the lobby area of City Hall.
- Ben White stated he had no new updates other than we have all the glass except for one piece and they are having trouble cutting it.
- Mr. Hurst asked if some of the glass could be installed and then install the other piece later.
- Ben White stated he could put everything in except that one piece. He indicated they were going to conduct a test fit but he was waiting on special machine parts.
 - Motion to approve the Public Works Report and the City Manager's Report made by Mike Hurst
 - 2nd to approve was Todd Rolen
 - All council members voted in favor

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Financial Report
- D. Main Street Report
- E. Texoma Housing Partners Agenda

- Motion to approve made by Mike Hurst
- 2nd to approve was Todd Rolen
- All council members voted in favor

V. REGULAR AGENDA

- A. Consider, discuss, and act upon revisions to the Farmersville Little League Contract.
 - Ben White stated this items was brought back to Council because corrections that had been requested were made.
 - Mike Hurst asked whose responsibility it would be if the property was owned by the City and something was broken or needed repaired. He also asked if the Little League's insurance has been received by the City yet.
 - Ben White stated the City has not received the insurance policy yet. He explained the City always tries to determine who damaged the property and then who will pay for the damages.
 - Mike Hurst wanted the contract to reflect the Little League may be responsible for some damages.
 - Ben White stated he typically would go to Chief Sullivan and he would conduct an investigation to see who was at fault. He explained he does not feel they should include that information in the contract because that is something that is handled separately. He stated he would have Sandra Green check their insurance before the agreement is signed.
 - Craig Overstreet asked how many agreements the City had with other properties. He compared the Little League Agreement with the Riding Club

Agreement and he stated they are not the same. He would like to see all the Joint Use Agreements the same around the board. He does not want to sign the agreement for the Little League until insurance has been presented.

- Ben White stated there may be agreements with football and cheer.
- Mike Hurst asked how valid the sign at the riding arena that stated "not responsible for accidents" was. He explained he is not sure who that would pertain to.
- Craig Overstreet asked if anyone knew who was in charge of the Riding Area.
- Todd Rolen stated his first name was Vincent, but he was not sure of his last name. When he talked to him he was in California.
 - Motion to table made by Craig Overstreet
 - 2nd to approve was Todd Rolen
 - All council members voted in favor

B. Consider, discuss, and act upon priority list for street repairs.

- Ben White stated he built the list located in the monthly report based on complaints he has received over time. He reprioritizes them when needed. Rike Street is funded by a grant the City has received. That street was chosen because it was in the right neighborhood for the grant. There is no scientific plan to the list.
- Mayor asked if there were any streets incorporated off of the 2012 bond package.
- Ben White stated a previous Public Works Director had a spreadsheet with a list of streets on it. Since then, an engineer who was associated with the bond project came in and went through the streets to determine the priority list. The current list has been modeled after that based on complaints and how vocal people were in their complaints.
- Mayor Piwko stated she wanted to have a more scientific way of making the list. She explained she wants to use a scoring system to determine the priority of streets that need to be repaired. She indicated she and another citizen has volunteered to walk every street to determine a scoring system.
- Ben White stated he could leave it up to the politicians but there could be accusations of favoritism. He indicated it requires time, effort and money.
- Mayor Piwko acknowledged the time, effort and money it would take and that was why she believed it should be the same people scoring the roads to have consistency.

- Ben White stated the streets fall in the realm of the City Manager's job. He thinks to get politics involved would be negative. He stated a third party may need to be consulted.
- Mayor Piwko stated a scientific list should be used instead of complaints. It should not be associated with who was more vocal. She explained N. Washington was on the top of the list because of the flooding issue at the school.
- Ben White stated that N. Washington Street is unraveled because the City replaced a waterline that tore up the street and there was no money to fix it. He indicated the City did fix some of the curbs so there would not be drainage issues.
- Mayor Piwko asked Council if they wanted a more scientific approach to having the list of streets that needed repair.
- Mike Hurst stated he did not know if there would be a more scientific way of doing it because it all depends on funds.
- Mayor Piwko stated she understood that, but she knows if the UPS and FedEx drivers were asked to rank the streets they would be different from what is listed now.
- Craig Overstreet stated he would like to leave it with the Public Works Director/City Manager but add a little more meat to the list.
- Ben White stated in the Capital Improvement Plan that will come before Council in January some of the streets will be listed. The question he will ask Council is going to be funding to see what streets the City would repair based on funds.
- Mike Hurst asked about the cost to repair the street from the football field.
- Ben White stated it would be around \$150,000.
- Mayor Piwko questioned how much money goes in to panel replacing compared to pothole filling.
- Ben White explained that most of the money is used for pothole repairs and a few spot panel replacements.
- Mayor Piwko stated maybe there needed to be subcategories that stated which ones needed full replacement, pothole repair or panel replacements.
- Ben White stated he could do something more detailed, but he felt it would be better to show how much money each specific road would cost.
- Mayor Piwko asked if they could tentatively say April to have the list redone.
- Ben White stated we could come back to make a more scientific method to the list after some current big projects have started.
- Donny Mason indicated he believed Ben White would do a good job of handling the roads.

- Council directed staff to come up with a more scientific way to identify priority list.

C. Consider, discuss, and act upon contract from Daniel & Brown Inc. for the 2017 - TxCDBG Street Improvements Project 7217129 for a section of Rike Street.

- Ben White stated this item was the upfront step to getting the Rike Street grant started.
- Mayor Piwko explained the funds were not to exceed \$40,000 from a previous meeting discussion and that was what DBI had transferred over to this contract. She stated Council had already approved the funds and this was just saying who was to conduct the work.
- Mike Hurst asked if DBI had to use subcontractors would they be under the City's insurance or would they have to provide their own.
- Ben White stated those items are all handled with the construction contract and this contract was only for engineering.
- Alan Lathrom stated the base agreement the City already has with Daniel & Brown requires worker's comp., business auto, general liability insurance and professional liability coverage.
- Ben White stated those requirements would be in the contract we signed with the DBI years ago in order to be the City Engineering Firm.
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Donny Mason
 - All council members voted in favor

D. Review the City of Farmersville 2017 accomplishments and 2018 goals.

- Ben White stated the City does this every year and also gives a copy to the Farmersville Times so they can pick some accomplishments to publish.
- Mayor Piwko asked if Council thought the projected goals have the boards headed in the proper direction. She also inquired about the Municipal Court becoming a City Marshall's Office.
- Rick Ranspot stated that economically being a Marshall's Office would have no impact. He stated at this point in time he is being a drag to the police department. He explained that he is not reflected in the police department's statistics, but they carry his license. There are things he would like to accomplish that he cannot do because he does not have his own department. He would like to have part-time officers to help with warrants and phone calls. Becoming a Marshall's Office would allow him to be in his own department separate from other departments.

- Ben White explained it would prepare for the growth of the office in the future.
- Mayor Piwko asked where the definition of Warrant Officer and City Marshall come from.
- Rick Ranspot said they come from the state.
- Chief Sullivan stated a Marshall's Office is created in other agencies and cities and it would allow Rick Ranspot to hire more Marshall's in the future if needed. The police department currently covers his police officer commission through TCOLE. He explained that he does not answer to the police department and he cannot hire reserve officers to help with activities. He indicated becoming a Marshall's Office would give him more flexibility.
- Mayor Piwko inquired as to whether Rick Ranspot had asked if the PD and Marshall's Office would be equal and would there be more financial allowances for weapons and other items that are not currently received.
- Rick Ranspot stated they should be treated equally as far as how they are thought of. Uniforms would be different and with growth there would be more funds. He explained right now it would be a shift in paper transactions, managing, and other minor things.
- Mayor Piwko asked if changing would need to go through the County Commissioners Office.
- Rick Ranspot explained it would need approval from the state.
- Chief Sullivan stated it was really an easy process to change over.
- Craig Overstreet stated Council should recognize and be proud of what city staff and boards have accomplished over the past year.

VI. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Mike Hurst wanted an update on boundary agreements. He also stated he wanted the Charter to be completed. He wants it to start being reviewed by Council and citizens so they can publicly acknowledge the people who served on the Commission.
- Donny Mason wanted an update on 607 Waterford Street Status.

VII. ADJOURNMENT

Meeting was adjourned at 6:49 p.m.

APPROVE:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Council Minutes 1-4-18
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**CITY OF FARMERSVILLE
CITY COUNCIL AGENDA
WORKSHOP
JANUARY 4, 2018, 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Mayor Piwko called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst, and Todd Rolen were all present. Michael Hesse came in about 10 minutes after the meeting had begun. City staff members Ben White, Paula Jackson and City Attorney Alan Lathrom were also present.
- Prayer was led by Kim Morris, Fire Chief for the City of Farmersville, followed by the pledges to the United States flag and the Texas flag.

II. WORKSHOP

- A. Discuss the adoption of a proposed Comprehensive Plan Workbook containing detailed backup information and analysis supporting and helpful to the Comprehensive Plan in addition to proposed amendments to the City of Farmersville's Comprehensive Plan including a discussion of the various changes, formats, and modifications proposed to the current Comprehensive Plan and the proposed Comprehensive Plan Workbook.
- Ben White explained the Comprehensive Plan that was presented by GrantWorks is going to be used as a data set. If there was information or numbers that Council wanted to change that could still be done. If any of the information is blatantly wrong then we will have to have GrantWorks look into it.
 - Mayor Piwko stated another version of the Comprehensive Plan will be done and that is what the citizens will see. The goal is to try and keep that one under 90 pages or so. She stated Chapters 1 - Introduction, Chapter 2 – Population Analysis, & Chapter 3 – Housing Analysis, Economic Development Section, the Recreation Section, the Strategic Implementation Section, and something added about the Central Area District will be pulled from the Workbook/Dataset and will be used to create a new Comprehensive

Plan to adopt. The Economic Development Section, Recreation Section and the Main Street Section will go before their boards for review and then that information will be forwarded to the City Council. The Capital Improvement Section will be pulled out as a completely different document. The Zoning and Subdivision Sections will be superseded by the Ordinance we adopt separately for those. She is hoping that by doing this it will create a Comprehensive Plan that is more appropriate for the citizens.

- Ben White explained to the City Council that the document that GrantWorks provided was full of good data. It provides a lot of background information that the City will be able to use that we have not had before.
- Mike Hurst asked if Council would be able to amend the Comprehensive Plan as they go along with the process.
- Ben White stated he would change anything that is really wrong before the next meeting. If it is not completely incorrect we could change it later.
- Mayor Piwko discussed with Zachary Stern from GrantWorks about the difference of population deriving from census numbers and inhabitant counts coming from what we believe the citizens population to be based upon the water formulas and the meters. She explained to Zachary Stern that they want to specifically state in the document that the inhabitant number is 4,400. She stated he is still showing the population to be 4,400 in 2027. She commented that none of the Council believes that it is accurate.
- Mike Hurst asked Alan Lathrom if the state requires them to call it inhabitants instead of population.
- Mayor Piwko explained that Zachary Stern was using population.
- Ben White stated the Council had to look at Chart 2.C that shows proposed housing unit rate and the Collin County mobility plan rate for population as well. He assumes Zachary Stern just saw data and made his best interpretation.
- Mayor Piwko indicated she was not willing to approve the document if the population was left the same. She explained that it is different from the number of water meters or the number of electric meters that have been calculated that indicate the population is 4,400 now.
- Ben White suggested the City provide that data to Zachary Stern and let him utilize it from there.
- Mayor Piwko stated there was a difference in the definition of population and inhabitants. She indicated they wanted the word inhabitants included in the document as supplemental information so it does not derail the Charter Commission.
- Alan Lathrom explained Zachary Stern could go back and rephrase the projection number and state the projection was derived from the census data over the past decades and it appears the population will be 4,400 by 2027 and that it does not include the number of inhabitants.
- Ben White spoke to Zachary Stern and told him that the City did not feel he was being aggressive enough with the data and numbers. Zachary Stern disagreed with that.

- Mike Hurst stated the problem he has with that is that if we are not going to be more than 4,400 in 10 years then Farmersville is going to be in trouble because we would not have a good tax base.
- Ben White explained that he told Zachary Stern exactly what the Council had wanted him to update. He explained that Zachary Stern stated he would put in some of the information from the Mobility Plan and other information from North Central Texas Council of Governments. He just does not want to change the numbers like we want them. If we do not accept the document then we do not receive the grant funds and the City would have to pay Grantworks.
- Mike Hurst stated it would be hard to predict whether or not the City would grow. Princeton grew a lot and if you would have asked the City Council a few years ago what the population would be they would not be have been able to predict the growth they have experienced. He is concerned with the perception.
- Mayor Piwko indicated that he left out Camden Park and other areas.
- Ben White stated he told him about those areas.
- Donny Mason stated Lavon, Caddo Mills, Copeville and other cities in the area never thought they would see all the rooftops they currently have.
- Mayor Piwko explained if the Charter goes to the ballot several years from now people will look at the population number from the document and think the City is around 4,400. She wants the document to state the City believes the inhabitant amount now is 4,400.
- Craig Overstreet stated we do not want him to change something that is not true, but we want him to consider other data as well.
- Ben White stated Zachary Stern indicated he would put in data for Camden Park and the future apartment complexes because they are not built yet.
- Mike Hurst said that once rooftops start to be seen he believes other builders will come into Farmersville as well.
- Ben White suggested he get Zachary Stern on the phone so the Council can hear what he is saying and vice versa.
- Mayor Piwko went on to discuss the housing section while Ben White tried to get Zachary on the phone. She said the Planning & Zoning recommended removing mobile homes from being allowed. We have to allow the work manufactured is because that is a HUD Fair Housing requirement. Manufactured homes can be handled in another ordinance that would require roof pitches, masonry exterior, and other items.
- Craig Overstreet stated he wondered why the document referenced the North Central Council of Governments in some areas but not in the population.
- Mayor Piwko explained Farmersville has more children per household than other cities according to school district.
- Craig Overstreet had issues with bringing some Sections over to a Comprehensive Plan that will be created from the document. He stated he would like a disclaimer in the document that stated the information may or

may not be used. He explained Council is supposed to approve the document at the next Council meeting five days away and he does not feel Council or the citizens have had the opportunity to thoroughly review the plan. He stated he felt that was unfair and even though he understood it was for grant funding he does not like the fact that the whole document had to be reviewed and approved in two months. He understood the document is just a workbook, but it was created by a third party.

- Ben White stated we are going to use the information to create our own Comprehensive Plan. We will use some chapters in their entirety and move those over to our new plan.
- Zachary Stern called in and joined the meeting via conference call.
- Ben White asked him about the population and inhabitants and the discussion they had concerning that. He explained the population is too conservative for the Council.
- Zachary Stern explained he placed two projections in the population section. One of the projections was based on the Collin County projection rate for Farmersville and the other was the confirmed and projected housing for Farmersville.
- Mayor Piwko asked if the Council was looking at the new version because she did not see a second set.
- Ben White realized he had the current version and Council did not. Copies of a few pages were passed out to Council concerning the population
- Craig Overstreet asked Zachary Stern if he consulted the North Central Texas Council of Governments for the population figures.
- Zachary Stern indicated he just looked at their data that was available on their website. He explained mostly it was the Texas State data center information. He looked at the growth of other cities around and he cannot make an accurate projections that will say they will double in population based on the information he had.
- Mayor Piwko explained that she and Zachary Stern had conversations on the legal definition of inhabitants and population. She stated the way the Council is calculated the inhabitant is by using the waters meters and multiplying that by a factor. She said based on that formula the City has calculated 4,400 inhabitants already.
- Ben White explained he has in the document the population is already close to 4,400 in population at this time. He is not saying inhabitants, just population. He is using the mobility plan to set that rate. The numbers are comparatively close.
- Zachary Stern stated when you use the mobility plan you have to use population.
- Mayor Piwko asked if he could put January 1, 2017 as the population shown so that the future growth would show the inhabitants to what Council thinks it would be. She wanted him to add a footnote on table 2.A.
- Zachary Stern indicated he had no problem doing that.

- Mayor Piwko stated the number of inhabitants would be higher than the population.
- Mike Hurst explained he did not like how quickly the document had to be reviewed and approved because some things were going to be missed.
- Ben White asked if Council was comfortable with the document.
- Mayor Piwko stated she would accept the document but in the strategic plan she would like it to show more things are coming at us.
- Ben White explained the City could hire their own population analyst to calculate the growth and population.
- Mike Hurst stated you cannot take old data and use it when it is not current. We have to use relevant information.
- Mayor Piwko asked for the changes for the Comprehensive Plan for the Council meeting.
- Ben White indicated he would get the replacement pages of the plan.

III. ADJOURNMENT

Meeting was adjourned at 7:26 p.m.

APPROVE:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.C
Subject	Police Department Annual Reports
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Police Department Annual Reports
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Farmersville Police Department
134 North Washington Street
Farmersville, TX 75442
972-782-6141

Farmersville Police Department Monthly Report 1/17 - 12/17

Total Calls For Service: **5763**

Tier 1 Crimes

Robbery: **0**
Assault: **33**
Theft: **20**
Burglary: **37**
Motor Vehicle Theft: **4**

Tier 2 Crimes

Forgery: **3**
Fraud: **6**
Criminal Mischief: **19**
Weapons: **2**
DWI: **15**
Public Intoxication: **5**
Disorderly Conduct: **2**
Drugs: **25**

Miscellaneous

Traffic Stops: **2798** Major Accidents: **10**
Citations: **1275 (1457 Violations)** Minor Accidents: **71**
Alarms: **96** Agency Assist: **382**

Cases filed with the District Attorney's Office:

Felony: **23**
Misdemeanor: **72**



FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street

Farmersville, Texas 75442

972-782-6141

Fax 972-782-7693

Annual Analysis of Accidents and Injuries 2017

There was no reportable accidents nor injuries for 2017.

I found no incidents or issues in regards to accidents and/or injuries that cause me concern.

Respectfully,

M.P. Sullivan
Chief of Police



FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street

Farmersville, Texas 75442

972-782-6141

Fax 972-782-7693

Annual Analysis of Pursuits 2017

We had no reportable vehicle pursuits for 2017.

Respectfully,

Michael P. Sullivan
Police Chief



FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street

Farmersville, Texas 75442

972-782-6141

Fax 972-782-7693

Annual Analysis Use of Force 2017

There were (6) six reportable uses of force incidents for 2017.

01/27/2017: Officer Dean went hands-on during an arrest in which the suspect fled on foot in an attempt to avoid a lawful arrest. The suspect was able to escape handcuffed from the police car and flee on foot. Officer Dean pursued the suspect on foot and tackled the suspect and was able to re-secure the suspect w/o incident. The suspect complained of a shoulder injury in which he was examined by AMR EMS staff and later by Hospital staff. Subsequently, the suspect was cleared and charged with evading arrest and additional charges. Administrative review of the incident revealed that the officer use of force was justified and within policy.

06/22/2017: Officer Dean was dispatched to a fight in progress. Upon arrival, two subjects were engaged in a physical altercation. Suddenly, one of the suspect's, known by police, fled on foot after numerous commands to stop. Officer Dean pursued the suspect and tackled him in a field. The suspect was handcuffed and secured w/o incident. Several witness statements were obtained on scene that corroborated the suspect actions of fleeing and being combative toward police. The suspect was arrested for evading arrest and detention. Administrative review of the incident revealed that the officer use of force was justified and within policy.

08/31/2017: Officer Olvera was dispatched to assist Collin County SO regarding a domestic disturbance. Upon arrival of Officer Olvera and CCSO Deputy, the suspect fled on foot in a field behind the house. Both officers pursued the suspect on foot. Finally, both officers caught up to the suspect who refused commands to comply with orders. Officer Olvera pulled her service weapon and provided cover for the deputy while the suspect was placed into custody. The suspect was secured w/o further incident. Administrative review of the incident revealed that the officer use of force was justified and within policy.

09/02/2017: Officer W. Redding initiated a traffic stop on a subject w/ a suspended driver's license and while attempting to secure the driver, the passenger was actively trying to conceal something under his leg. The passenger continued to move and conceal something despite commands to stop. At one point, the passenger attempted to flee the vehicle. Not knowing if the suspect was attempting to conceal a weapon, officer Redding presented and pointed his Taser but did not deploy it. The suspect was safely secured. The officer discovered that the suspect was trying to conceal a meth pipe and a small quantity of methamphetamine. Administrative review of the incident revealed that the officer use of force was justified and within policy.

11/05/2017: Officer Crawley conducted a traffic stop and subsequently, the suspect was found to be wanted by Gregg County and who also gave false/fictitious information to the officer. As Officer Crawley attempted to handcuff the suspect, she began to actively resist and fight officer Crawley. A third party witness showed up on scene and helped Officer Crawley secure the suspect. The third party witness also confirmed the identity of the suspect. The suspect was charged with Failed to identify as a fugitive/fictitious info, Resisting Arrest, and a Gregg County Warrant for Contempt of Court-disobedience of court order. Administrative review of the incident revealed that the officer use of force was justified and within policy.

11/26/2017: Officer Redding was working an off-duty job at Walmart in Garland Texas. During the course of his duties, officer Redding observed a suspect attempting to steal a 55' television by running out the door w/o paying. Officer Redding pursued the suspect and was able to catch the suspect as he was attempting to load the TV into a waiting car just outside of the exit door. The suspect stated "I'm done, I'm done, I give up" but suddenly began running through the parking lot. Officer Redding caught the suspect but the suspect began to fight Redding reaching for his Taser. Officer Redding deployed his Taser in attempt to stop the suspect but it was unsuccessful. The suspect began to run again with officer Redding in pursuit. Officer Redding deployed the Taser a second time with a successful deployment. Officer Redding was able to secure the suspect and take him into custody with the assistance of a Walmart employee. The suspect was arrested for theft of property \$750<\$2,500 and Evading Arrest by Garland Police. Administrative review of the incident revealed that the officer use of force was justified and within policy.

After review, I found no patterns and/or issues of concern to address in our use of force continuum. The department will continue to train and utilize all available resources to limit our use of force interactions.

Respectfully,

M.P. Sullivan
Chief of Police

**Farmersville Police Department
Crime Comparison 2016-2017**

2016	Total	2017	Total	Perc%
Calls for Service	5,605	Calls for Service	5,763	158+
Tier 1	94	Tier 1	94	" "
Tier 2	92	Tier 2	77	-15
Micellaneous		Micellaneous		
Traffic Stops	2,626	Traffic Stops	2,798	172+
Citations (violations)	1311/1504	Citations (violations)	1275/1457	(-36) -47
Alarms	100	Alarms	96	-4
Major Accidents	24	Major Accidents	10	-14
Minor Accidents	72	Minor Accidents	71	-1
Agency Assist	389	Agency Assist	382	-7
Cases filed w/ DA Office		Cases filed w/ DA Office		
Felony	43	Felony	23	-20
Misdemeanor	49	Misdemeanor	72	23+

Agenda Section	Consent Agenda
Section Number	III.D
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Public Works Monthly Report

Service Order Status



Service Order Group	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
Utility Billing	39	42	72	40	37	40	33	42	44	35	55	35	29
Street System	0	1	3	1	3	2	2	1	2	4	0	0	0
Water System	3	3	123	84	116	88	10	5	14	11	9	5	3
Waste Water System	0	4	2	3	4	0	0	0	2	2	4	2	1
Storm Water System	0	0	0	0	0	1	0	0	0	0	0	0	0
Property and Buildings	0	0	2	1	2	0	0	0	1	1	5	0	0
Electrical System	22	75	17	8	6	19	5	10	13	13	14	12	9
Refuse System	6	14	8	5	8	6	5	4	4	6	13	7	1
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	1	0	0	0	0	1	0	0	1	1	1	0
Miscellaneous	7	9	7	10	1	0	8	8	11	3	5	9	7
Total	77	149	234	152	177	156	64	70	91	76	106	71	50

Note:

1. Number of outstanding service orders, 20 days or older (backlog): 14
2. Number of elevated service orders: 0 completed, 0 outstanding

Public Works General

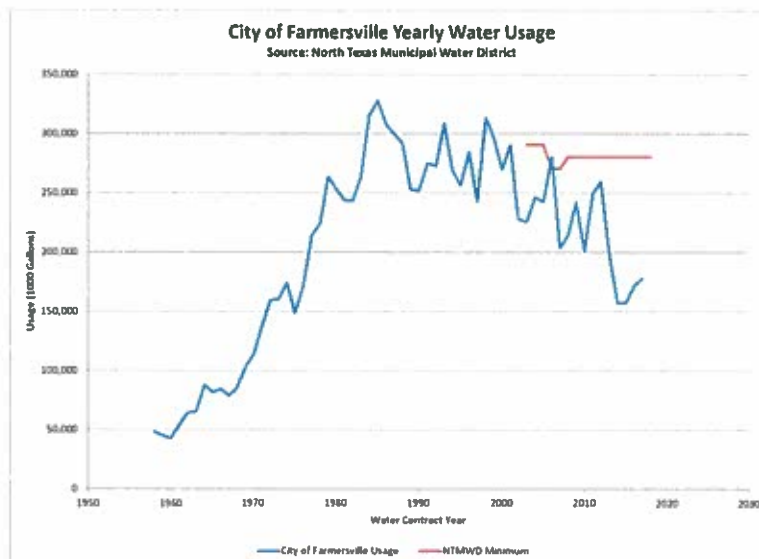
1. No increase in lost time accidents for the year.
 - a. Total Number for 2017-2018: 0
2. Total lost days for 2017-2018: 0
 - a. Accidents in Month: None

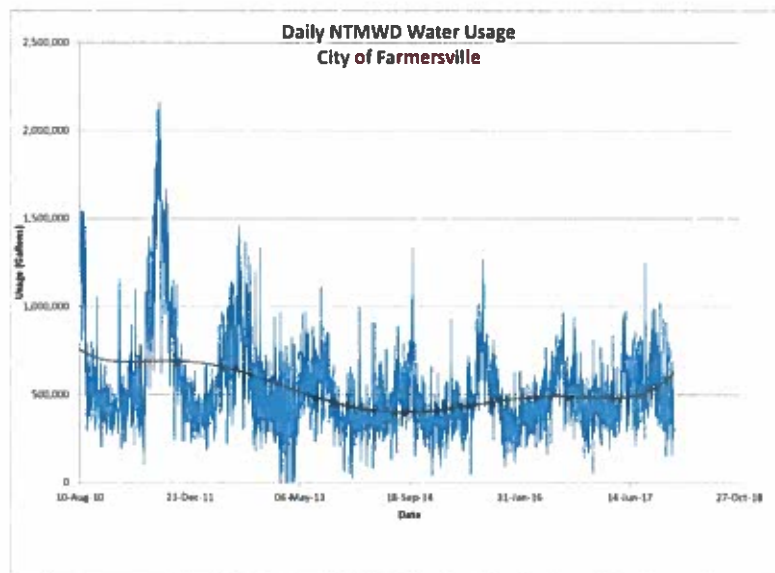
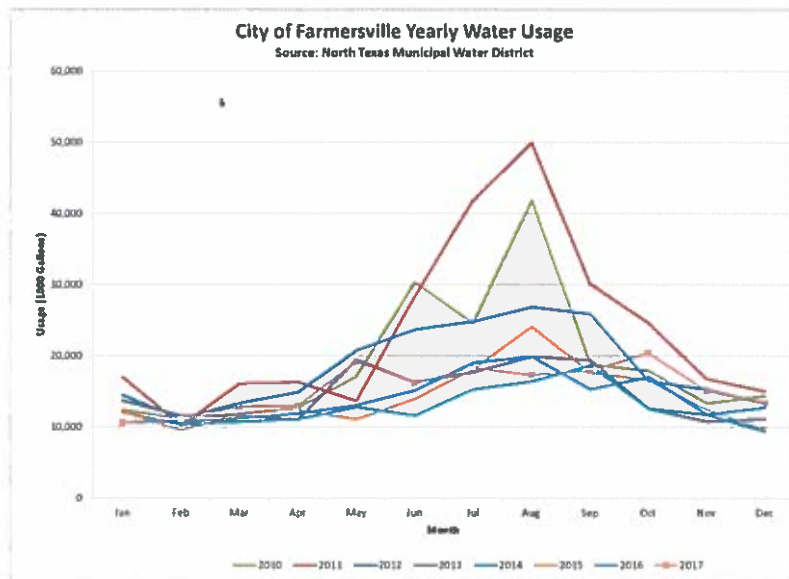
Street System

1. GO Bond related projects. See project status below.
2. Main Street Grant (also see grant status below also)
 - a. Received single bid at \$373K which over budget. Contractor misinterpreted work to be performed regarding re-leveling parking spaces. Recommend rejecting all bids and rebidding with clarification.
3. Street System Backlog
 - a. Institute railroad silent crossings.
 - b. Replace sidewalk in front of Independent Bank to remove existing pea gravel sidewalk.
 - c. Maintenance resurfacing and panel replacement (priority order).
 - i. South Rike Street, Railroad Tracks to Beech
 - ii. North Washington Street by intermediate school
 - iii. Beene Street
 - iv. Rike Street, Houston Street to Pendleton Street
 - v. Johnson Street, McKinney Street to Maple Street
 - vi. Maple Street
 - vii. Hale Street
 - viii. Gaddy Street, King Street to Windom Street
 - ix. Farmersville Parkway Panel Replacement at Washington.
 - x. Prospect
 - xi. Old Josephine Highway
 - xii. Lee Street
 - xiii. Lincoln Street
 - xiv. Merit Street between Houston Street and Murchison Street

Water System

1. Project backlog
 - a. Install waterline for Big D Concr te.
 - b. Replace cast iron/galvanized water lines:
 - i. Under railroad track at Main Street/Summit
 - ii. Windom Street from 7th Street alley to Sycamore
 - iii. Rike Street between Summit and Hill
 - iv. Hill Street between Orange and Bois D' Arc
 - v. Lee Street
 - c. Waterline extension for Caddo Park.
 - d. Recoat/rehab north elevated water tank.
 - e. Transfer NTMWD customers to CoF along Hwy 380.
2. Meter Report (1426 + 6):
 - a. Residential Meters (1187 + 6)
 - b. Commercial Meters (187, -0)
 - c. Industrial Meters (25, +0)
 - d. Public Meters (21, + 0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 16 Dec 2016), 20 November 2017 thru 18 December 2017, 28 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 173,821,000
 - b. Inflow (NTMWD), Month: 13,260,000
 - c. Unmetered Usage, Calendar Year to Date: 11,335,180 gallons
 - d. Unmetered Usage, Month: 435,250 gallons
 - e. Real Losses, Calendar Year to Date: 0 gallons
 - f. Real Losses, Month: 0 gallons
 - g. Usage, Calendar Year to Date 162,341,965 gallons
 - h. Usage, Month: 13,927,949
 - i. Usage, Average Daily Water Usage for the Month: 497,426 gallons
 - j. Calendar Year Water Loss Percentage (to date): 0.00827%

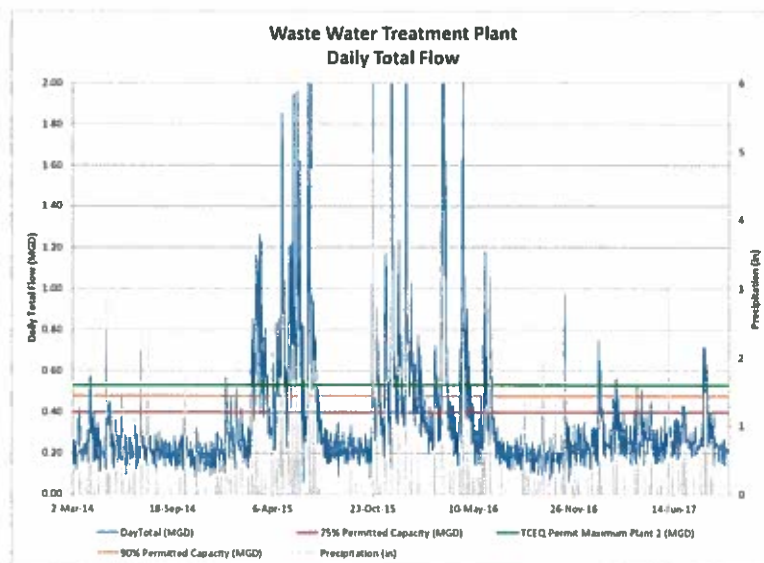




Waste Water System

1. Wastewater Treatment Plant Status. See project status below.
 - a. Availability of CWSRF: complete
 - b. CWSRF Application: complete, awaiting comments.
 - c. CWSRF Engineering Feasibility Report: complete
 - d. CWSRF Loan Board Approval: complete
 - e. CWSRF Environmental Report: Feb 2017
 - f. Professional Procurement: complete.
 - g. CWSRF Loan Closing: complete
 - h. Easement Acquisition: Mar 2017
 - i. Plant 1, Plant 2, Lift Station, SCADA Design Engineering: Jan 2017
 - j. New WWTP Design Engineering: Jun 2018
 - k. Construction (Plant 1, Plant 2, Lift Station, SCADA): Jul 2018 (best case)

2. Completed design of new lift stations and west side gravity line and force main. Project is currently out for bid.
3. Project backlog:
 - a. Secure easements for personal lift station force main line at 1022 North SH 78.
 - b. Infiltration project list:
 - i. Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
 - ii. Point Repair, 1746 Rike Street.
 - iii. Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.
 - iv. Replace floor and top of MH290. Replace section of line after MH290 for at least 40. Install bolt-down top.
 - v. Replace floor and top of MH128. Install bolt-down top.
 - vi. Rehabilitate manhole 277. Replace chimney (raise by 12"), ring, and lid.
 - vii. Fix break in 10" line in front of Gaddy Center approximately 485 feet south of MH11.
 - viii. Re-route MH271 to MH175 under building at corner of Main Street and West Santa Fe.
 - ix. Replace plastic liner in MH34.
 - x. Replace plastic liner in MH138.
 - xi. Replace MH150.
 - xii. Replace MH158.
 - xiii. Replace ring and cover on MH25.



Storm Water System

1. Backlog: Drainage behind Hurst Antiques.
2. Backlog: Drainage issues behind May Furniture building.

Property and Buildings

3. City Hall

- a. Received last piece of Customer Service area bullet resistant glass in early January. Currently working with vendor to get replacement panels for cracked/chipped glass.
- b. Backlog: Install ventilation fan in upstairs restroom.
- c. Backlog: Rework rear sidewalk where old generator was housed.
- d. Backlog: Replace carpet upstairs.
- e. Backlog: Rework staff kitchen area upstairs.
- f. Backlog: Mark front door ramp area with yellow warning stripes.
- g. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
- h. Backlog: Additional window tinting.
- i. Backlog: Fix upstairs window.
4. Chamber of Commerce
 - a. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
5. Public Works Annex
 - a. No new news.
6. JW Spain
 - a. Backlog: Rebuild west side parking lot.
 - b. Complete: Installed ceiling heater in restrooms and kitchen.
7. Onion Shed
 - a. Backlog: Rework foundation piers.
8. Historical Center
 - a. No new news.
9. Charles R. Curington Public Safety Building
 - a. No new news.
10. Chaparral Trail
 - a. Backlog: Install trees and bricks commemorating past public servants.
 - b. Backlog: Install decomposed granite under exercise stations.
11. Riding Arena.
 - a. No new news.
12. Public Works Service Center
 - a. No new news.
13. Rambler Park.
 - a. Backlog: Move gazebo closer to splash pad.
 - b. Backlog: Sidewalk connector to the gazebo.
14. North Lake
 - a. No new news.
15. South Lake Park
 - a. Backlog: The following items are due for replacement/maintenance:
 - i. Repair/remove broken portal.
 - ii. Replace hanging bars, qty 10.
 - iii. Replace missing grill, qty 2.
 - iv. Replace bench at the boat ramp.
 - v. Improve hose bib installation
16. Civic Center/Library
 - a. Repainting of library interior. (complete)
 - b. Crawl space ventilation (complete)

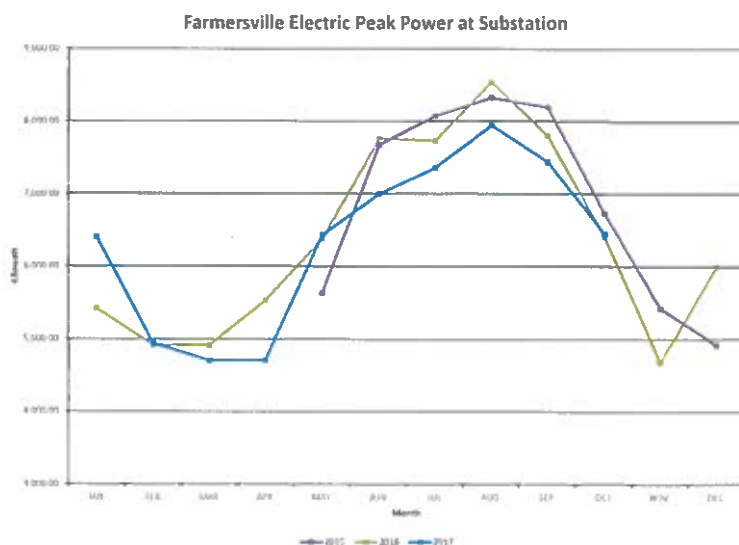
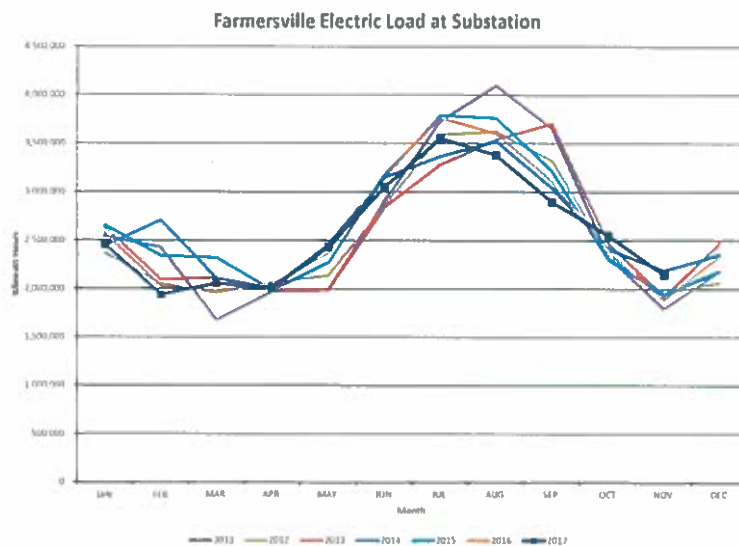
- c. Flooring/subflooring reconstruction for mold issues. (complete)
 - d. Backlog: Replace Civic Center flooring.
 - e. Backlog: Handicap ramp compliance issues.
 - f. Backlog: Handicap parking striping and signage.
17. Best Center
- a. Backlog: Change locks.
18. Senior Center
- a. Backlog: Concrete for parking area.
 - b. Backlog: Lights for the parking lot.
19. City Park
- a. Complete: Installed heater in utility cavity at restroom to winterize plumbing.
 - b. Backlog: Remove or update slide to make it safer.
 - c. Backlog: Remove rock from underneath playground equipment and replace with engineered wood fiber.
 - d. Backlog: Rehabilitate bridge over storm water creek.
20. Downtown
- a. Backlog: Paint gazebo.
 - b. Backlog: Install banner mounts.
21. Install historical markers for the following items:
- a. Backlog: Old city standpipe location.
 - b. Backlog: Ramblers Baseball Park.
 - c. Backlog: Old Train Depot site.
 - d. Backlog: Downtown square, William Gotcher
 - e. Backlog: Looney-Dowlin First Public School

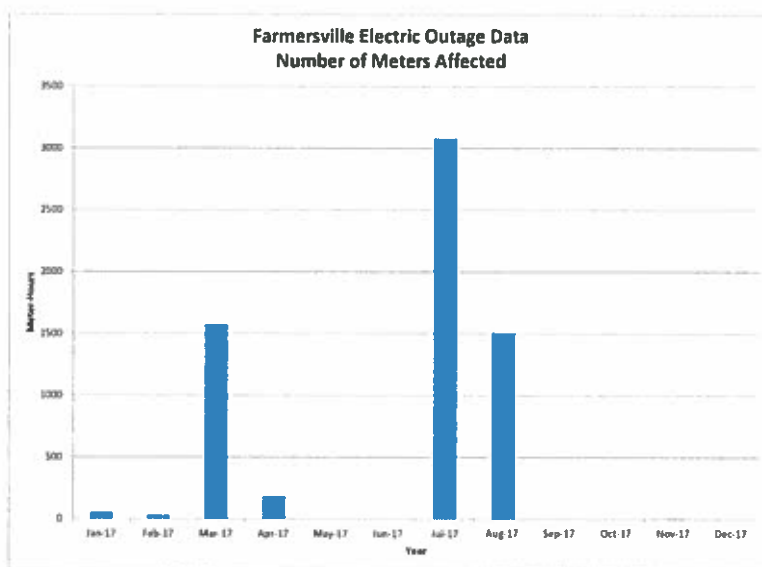
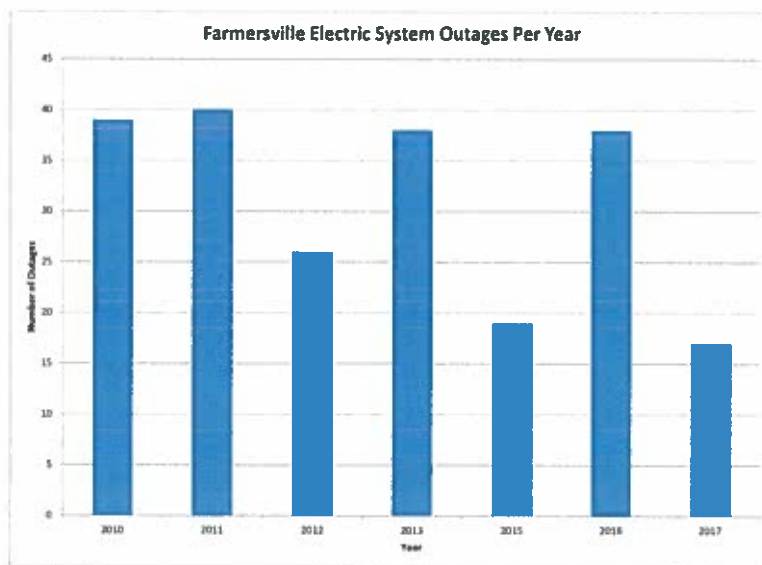
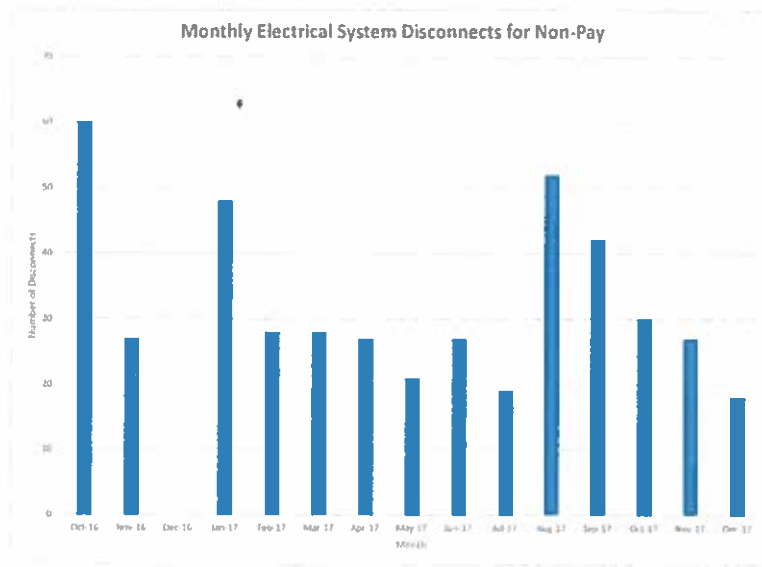
Electrical System

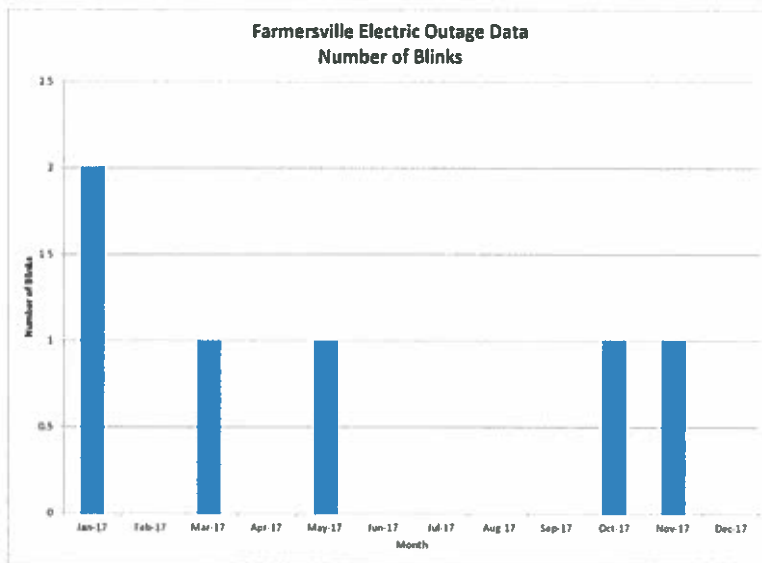
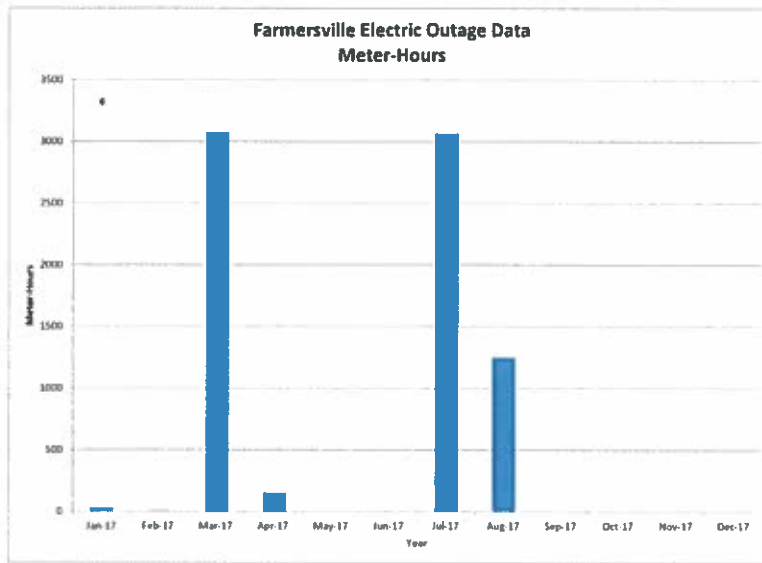
- 1. Meter Report (1553 + 6)
 - a. Residential Meters (1254 + 5)
 - b. Commercial Meters (241 + 1)
 - c. Industrial Meters (14 + 0)
 - d. Public Meters (44 – 0)
- 2. Consumption Report (Month 20 November thru 18 December 2017, 28 days)
 - a. Usage, Month: 1,866,748 kW-Hr.
- 3. Fusing and segmentation project. Fusing design is complete. Sectionalizing approach is currently being engineered. This project will help increase system reliability.
- 4. Tree Trimming
 - a. Summit
 - b. 200 block of Neathery
- 5. Pole change outs and new poles
 - a. 300/400 block of N main
- 6. Wire upgrade. Copper to aluminum/resizing
 - a. 200 block of Neathery
- 7. Capital Projects:
 - a. 1400 Duraedge Way: Engineering is complete to replace the electric source for Penvesco's 1400 Duraedge facility. Update: Construction is completed. The new

Transformer has been energized and tested. Awaiting new metering from manufacturer before transfer can be completed. There has been a significant delay, worldwide, of meters coming from Itron. The issue has been resolved, but it has greatly increased the lead time on purpose built meters, such as these.

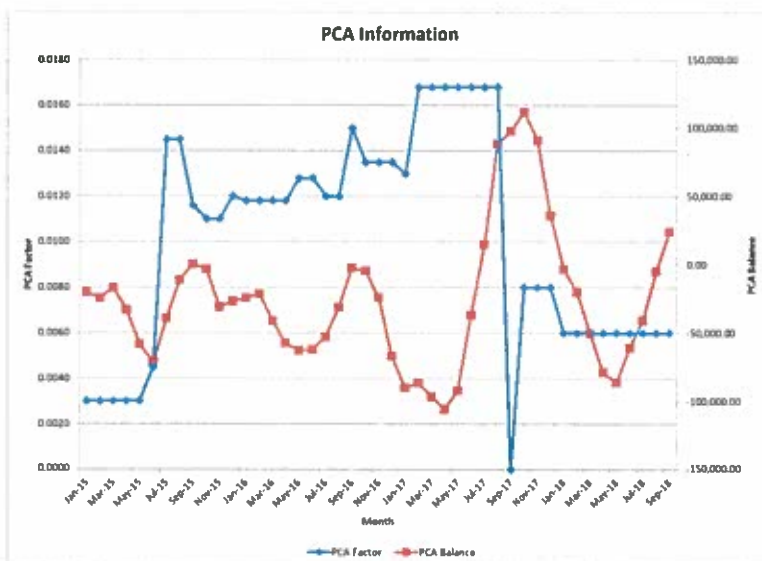
8. Lighting upgrades
 - a. 300 – 500 N Main
9. Fusing & Sectionalizing.
 - a. Four new air switches have arrived and will be installed strategically to decrease the amount of time of outages during situations in which the backup feed is needed.
10. Removal of open wire secondary. (replaced with triplex unless omitted)
 - a. 200 block of Neathery
 - b. W Santa Fe @ Washington







No System-Wide Outages in the Month of December 2017



Refuse System

1. No new news

Vehicles/Tools

1. High Value Equipment Lost/Damage/Stolen/Repair Report
 - a. No new news

Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Collin County Open Space Grant	\$100,000	\$50,000	Jul-18	Oct-18	Grant awarded. Working with engineer to produce construction drawings.
Main Street Grant	\$325,000	\$45,000 (Cash) \$30,000 (In-Kind)	Feb-18	Aug-18	Grant awarded. Bids received. Rebid required
Comprehensive Plan Update Community Development Block Grant (CDBG)	\$66,945	\$16,950 (Cash)	Jan-17	Jan-18	Project complete. Ready to finalize paperwork.
Waste Water Clean Water State Revolving Fund	\$5,845,000	Loan, 100%	Feb-18	Dec-18	Loan funded. Cash placed in escrow. Awaiting final TWDB review. Construction phase is out for bid concerning the west side lift station and associated gravity main and force main.
Street System Community Development Block Grant (CDBG)	\$316,250	\$41,250 (Cash)	Oct-18	Dec-18	Grant awarded. Received environmental clearance. Working on grant paperwork to get ready for bid. Target Street: South Rike Street
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

General Obligation Bond Projects

Project Number	Project Name	Current Budget	Actual Bond CTD	Status	Construction Start Date	Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	156,119	156,119	Complete	Apr-13	Aug-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	59,589	59,589	Complete	Oct-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	1,486	1,486	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	203,627	203,627	Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	390,540	390,540	Complete	May-14	Sep-14
6	Hamilton Street Overlay (Yucca to Gaddy)			Complete	May-14	Sep-14
7	Central Overlay (College to Prospect)	103,607	103,607	Complete	Apr-14	May-14
8	Beech Street Overlay (Main to Beene)	249,160	249,160	Complete	Aug-14	Oct-14
9	Windom Overlay (Maple to McKinney)	48,053	48,053	Complete	Nov-14	Nov-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	95,291	95,291	Complete	Mar-15	Sep-15
11	Sid Nelson Overlay (South Washington to Hamilton)	220,861	220,861	Complete	Aug-15	Oct-15
12	Hamilton Street (380 to Farmersville Parkway)	1,266,487	30,830	Engineering	Jul-17	Dec-18
13	Santa Fe Reconstruct (Johnson to Main)	238,600	238,600	Complete	Mar-15	Sep-15
14	Locust Street Overlay	97,248	97,248	Complete	Aug-15	Sep-15
15	Street Signs and Installation	95,000	17,669	Construction	Dec-15	Feb-18
16	Jackson/Sycamore Street Reconstruction	349,332	232,865	Complete	Nov-16	Mar-17
Street Projects Total		3,575,000	2,145,545	1,429,455		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
16	North ET/North Main Street	828,266	828,266	Complete	Apr-14	Feb-15
17	Sycamore St/Hwy 78/N Washington			Complete	Apr-14	Oct-14
18	Hamilton St	24,737	24,737	Complete	Jun-14	Jul-14
19	Houston/Austin Street	157,979	157,979	Complete	Jul-15	Oct-15
20	Automated Meter Reading System	527,046	527,046	Complete	Mar-13	Apr-17
21	Bob Tedford Drive	99,380	99,380	Complete	Nov-14	Mar-15
22	S Washington/Sante Fe	43,301	43,301	Complete	Jun-15	Aug-15
23	CR 608/CR 609					
Wastewater Projects						
24	S Main & Abbey – Gravity Main	13,750	0	Complete	Oct-15	Feb-16
25	Hwy 78 & Maple St – Gravity Main	13,750	0	Complete	Oct-15	Feb-16
26	Hwy 78 & CR 611 – Gravity Main	13,750	0	Complete	Oct-15	Feb-16
27	Floyd St – Lift Station/TWDB Money	31,111	31,111	Complete	Jul-18	Dec-18
28	Sycamore – Gravity Main	16,497	16,497	Complete	May-13	Jul-13
29	Hamilton St - Gravity Main	16,608	16,607	Complete	Jun-14	Jul-14
30	Hwy 380 & Welch Dr – Gravity Main					
31	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	613,825	613,825	Complete	Sep-16	May-17
32	Locust – Gravity Main					
Water and Wastewater Projects Total		2,400,000	2,358,749	41,251		
Water and Wastewater Projects GO Bond		2,400,000				

Agenda Section	Consent Agenda
Section Number	III.E
Subject	City Manager's Verbal Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Update on the sewer system in relation to Camden Park. • Hamilton Street Update • Update of Historical Preservation Ordinance • Riding Club Area Agreement Update • Recent EDC activity • Update of Main Street Manager vacancy <p>City Council discussion as required.</p>
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

IV. Regular Agenda

Agenda Section	Regular Agenda
Section Number	IV.A
Subject	Annual report from Robert Medigovich from Community Waste Disposal.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	IV.B
Subject	Consider, discuss and act upon JW Spain Little League Baseball Agreement.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. Little League Contract 2. Insurance 3. Financials
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

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

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

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

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

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

Section 1. Designation of Fields and Field Use

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

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

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

Section 2. Grounds Maintenance

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

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

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

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

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

Section 3. Concession Stand Operation and Proceeds

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

Section 4. Restroom and Concession Maintenance

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

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

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

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

Section 5. Equipment, Supplies, and Storage Facilities

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

Section 6. Modifications or Improvements to Complex

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

Section 7. City Utilities

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

Section 8. Ancillary Financial Matters

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

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

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

Section 9. Insurance Required

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

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

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

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

Section 10. Non-League Events

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

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

Section 11. Personal Conduct at Athletic Events

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

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

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

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

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

Section 12. Hold Harmless and Indemnification

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

Section 13. Term

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

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

Section 14. Notices

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

Developer:

Farmersville Little League
Baseball Association

City of Farmersville:

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

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

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

City of Farmersville

Diane C. Piwko, Mayor

Dated: _____

Attest:

Sandra Green, City Secretary

Date: _____

Farmersville Little League

Marvin Smith, Director

Date: _____

APPENDIX A

SCHEDULE OF USER FEES

Applicable to all Non-Little League events

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bene-Marc, Inc. 6301 Southwest Blvd, Suite 101 Fort Worth, TX 76132	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	Bene-Marc, Inc (817) 738-6899 contact@bene-marc.com	FAX (A/C, No): (817) 738-1811
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Farmersville Little League 218 Jovette St, Farmersville, TX 75442	INSURER A:	Tudor Insurance Company	
	INSURER B:	Axis Global Accident & Health	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cert #: 9827-32376-222526-0

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPG1005787	3/13/2017 12:01 am	3/13/2018 12:01 am	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ Included Med Exp for Spectators Only
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participants Excess Accident			SRPO-30000-4000-1480	3/13/2017 12:01 am	3/13/2018 12:01 am	Medical Limit \$100,000.00 Deductible \$100.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional Insured as respects to the additional insured endorsement added to the general liability policy.
Covered activities: youth baseball, t-ball, softball league.

CERTIFICATE HOLDER

CANCELLATION

Cert #: 9827-32376-222526-0 City of Farmersville 205 South Main St. Farmersville, TX 75442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alisa Lynn Hall</i>

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FUB

FREE SMALL BUSINESS **6137

Last Updated: 1/19/2018 8:31 AM

Available Balance

\$2,935.14

\$2,935.14
Available Balance



Date	Description	Amount
JAN 16 2018	ACH Credit 180115P2 Square Inc 9424300002 18/01/16	\$889.17 \$2,935.14
JAN 11 2018	POS Debit - DDA AMAZON COM POS DEB 0901 01/11/18 1TGBIZBF SEATTLE WA Card# 4909	(\$44.73) \$2,045.97
JAN 4 2018	DDA PAY FIRST ITEM - 3083	(\$250.00) \$2,090.70
DEC 21 2017	POS ATM DEBIT DBT CRD 0242 12/21/17 141513 PHILLIPS 66 - STOP FARMERSVILLE TX Card# 4909	(\$45.64) \$2,340.70
SEP 25 2017	DDA INCLEARING CHECK - 3082	(\$255.00) \$2,386.34
SEP 14 2017	POS ATM DEBIT DBT CRD 0224 09/14/17 382586 FARMERSVILLE AUTO S FARMERSVILLE TX Card# 4909	(\$112.07) \$2,641.34
JUN 15 2017	POS ATM DEBIT DBT CRD 2018 06/14/17 015985 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,753.41
JUN 6 2017	DDA INCLEARING CHECK - 3080	(\$280.00) \$2,754.40
JUN 2 2017	REGULAR DEPOSIT	\$777.00 \$3,034.40
MAY 15 2017	POS ATM DEBIT DBT CRD 2034 05/14/17 061280 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,257.40
APR 24 2017	DDA INCLEARING CHECK - 3079	(\$680.32) \$2,258.39
APR 17 2017	POS ATM DEBIT DBT CRD 1708 04/15/17 068245 APL* ITUNES.COM/BIL 866-712-7753 CA Card# 8576	(\$0.99) \$2,938.71
APR 14 2017	DDA INCLEARING CHECK - 3078	(\$62.54) \$2,939.70
APR 11 2017	DDA INCLEARING CHECK - 3072	(\$57.00) \$3,002.24
APR 10 2017	DDA INCLEARING CHECK - 3077	(\$567.03) \$3,059.24

MAR 29 2017	DDA INCLEARING CHECK - 3074	(\$315.00) \$3,626.27
MAR 29 2017	DDA INCLEARING CHECK - 3073	(\$1,995.00) \$3,941.27
MAR 28 2017	DDA INCLEARING CHECK - 3075	(\$6,756.00) \$5,936.27
MAR 28 2017	REGULAR DEPOSIT	\$500.00 \$12,692.27
MAR 27 2017	DDA INCLEARING CHECK - 3076	(\$897.96) \$12,192.27
MAR 24 2017	POS ATM DEBIT DBT CRD 2302 03/23/17 031968 BADEN SPORTS INC SHOPBADEN.COMWA Card# 8576	(\$99.99) \$13,090.23
MAR 22 2017	POS ATM DEBIT DBT CRD 1434 03/22/17 044740 AMAZON MKTPLACE PMT AMAZON MKTPLAWA Card# 8576	(\$246.95) \$13,190.22
MAR 21 2017	POS ATM DEBIT DBT CRD 0326 03/21/17 085736 AMAZON MKTPLACE PMT AMAZON MKTPLAWA Card# 8576	(\$69.94) \$13,437.17
MAR 20 2017	POS Debit - DDA AMAZON.COM POS DEB 1958 03/17/17 H7MSTVRJ SEATTLE WA Card# 8576	(\$119.85) \$13,507.11
MAR 17 2017	REGULAR DEPOSIT	\$85.00 \$13,626.96
MAR 15 2017	ACH Debit PURCHASE BENEMARCINC 3383693141 17/03/15	(\$1,067.50) \$13,541.96
MAR 6 2017	REGULAR DEPOSIT	\$85.00 \$14,609.46
FEB 28 2017	REGULAR DEPOSIT	\$385.00 \$14,524.46
FEB 21 2017	ACH Credit 170218P2 Square Inc 9424300002 17/02/21	\$82.66 \$14,139.46
FEB 13 2017	ACH Credit 170213P2 Square Inc 9424300002 17/02/13	\$57.75 \$14,056.80
FEB 13 2017	REGULAR DEPOSIT	\$675.00 \$13,999.05
FEB 9 2017	REGULAR DEPOSIT	\$760.00 \$13,324.05
FEB 8 2017	POS Recurring Debit - DDA DBT CRD 0350 02/08/17 038699 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$19.97) \$12,564.05
FEB 8 2017	POS ATM DEBIT DBT CRD 2125 02/07/17 010264 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$29.99) \$12,584.02
FEB 7 2017	REGULAR DEPOSIT	\$710.00 \$12,614.01

FEB 7 2017	REGULAR DEPOSIT	\$510.00 \$11,904.01
JAN 30 2017	ACH Credit 170130P2 Square Inc 9424300002 17/01/30	\$1,123.21 \$11,394.01
JAN 30 2017	REGULAR DEPOSIT	\$1,785.00 \$10,270.80
JAN 24 2017	REGULAR DEPOSIT	\$1,955.00 \$8,485.80
JAN 23 2017	ACH Credit 170123P2 Square Inc 9424300002 17/01/23	\$933.57 \$6,530.80
JAN 19 2017	ACH Credit 170119P2 Square Inc 9424300002 17/01/19	\$82.66 \$5,597.23
JAN 19 2017	REGULAR DEPOSIT	\$2,125.00 \$5,514.57
JAN 19 2017	REGULAR DEPOSIT	\$1,010.00 \$3,389.57
JAN 17 2017	ACH Credit 170116P2 Square Inc 9424300002 17/01/17	\$1,789.35 \$2,379.57
JAN 4 2017	DDA REGULAR CHECK - 3071	(\$200.00) \$590.22
OCT 13 2016	POS ATM DEBIT DBT CRD 1030 10/13/16 040812 JUSTBATS COM 866-321-2287 MO Card# 8576	(\$179.99) \$790.22
AUG 8 2016	DDA INCLEARING CHECK - 3068	(\$75.00) \$970.21
JUL 22 2016	DDA INCLEARING CHECK - 3070	(\$500.00) \$1,045.21
JUL 19 2016	DDA INCLEARING CHECK - 3067	(\$1,711.57) \$1,545.21
JUL 5 2016	DDA PAY FIRST ITEM - 3069	(\$570.00) \$3,256.78
JUN 29 2016	POS Recurring Debit - DDA DBT CRD 2141 06/28/16 031495 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$3,826.78
MAY 31 2016	POS Recurring Debit - DDA DBT CRD 2138 05/28/16 024934 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$3,834.77
MAY 23 2016	DDA INCLEARING CHECK - 3066	(\$424.30) \$3,842.76
MAY 11 2016	DDA INCLEARING CHECK - 3065	(\$612.73) \$4,267.06
MAY 6 2016	DDA INCLEARING CHECK - 3064	(\$941.69) \$4,879.79

MAY 4 2016	DDA INCLEARING CHECK - 5003	(\$60.00) \$5,821.48
MAY 2 2016	REGULAR DEPOSIT	\$1,500.00 \$5,881.48
APR 29 2016	POS Recurring Debit - DDA DBT CRD 2119 04/28/16 015398 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$4,381.48
APR 25 2016	DDA INCLEARING CHECK - 3063	(\$885.00) \$4,389.47
APR 25 2016	DDA REGULAR CHECK - 3062	(\$65.99) \$5,274.47
APR 18 2016	POS ATM DEBIT DBT CRD 1044 04/18/16 004937 AMAZON MKTPLACE PMT AMZN.COM/BILLWA Card# 8576	(\$184.97) \$5,340.46
APR 18 2016	POS ATM DEBIT DBT CRD 0048 04/18/16 078998 AMAZON MKTPLACE PMT AMZN.COM/BILLWA Card# 8576	(\$13.80) \$5,525.43
APR 18 2016	POS Debit - DDA AMAZON.COM POS DEB 1925 04/17/16 58MW4ORW SEATTLE WA Card# 8576	(\$24.89) \$5,539.23
APR 13 2016	REGULAR DEPOSIT	\$960.00 \$5,564.12
APR 8 2016	DDA INCLEARING CHECK - 3061	(\$396.75) \$4,604.12
APR 8 2016	DDA INCLEARING CHECK - 3058	(\$43.97) \$5,000.87
APR 6 2016	DDA INCLEARING CHECK - 3057	(\$2,600.00) \$5,044.84
APR 4 2016	DDA INCLEARING CHECK - 3059	(\$415.52) \$7,644.84
APR 4 2016	POS ATM DEBIT DBT CRD 2254 04/01/16 051148 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$100.68) \$8,060.36
MAR 31 2016	REGULAR DEPOSIT	\$255.00 \$8,161.04
MAR 29 2016	POS Recurring Debit - DDA DBT CRD 2134 03/28/16 011646 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$7,906.04
MAR 28 2016	REGULAR DEPOSIT	\$300.00 \$7,914.03
MAR 24 2016	POS ATM DEBIT DBT CRD 2223 03/23/16 065658 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$5,883.41) \$7,614.03
MAR 21 2016	DDA INCLEARING CHECK - 3055	(\$1,210.39) \$13,497.44
MAR 21 2016	REGULAR DEPOSIT	\$300.00 \$14,707.83

MAR 18 2016	☒ DDA REGULAR CHECK - 3056	(\$200.00) \$14,407.83
MAR 18 2016	☒ REGULAR DEPOSIT	\$85.00 \$14,607.83
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050216 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$179.50) \$14,522.83
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050018 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$150.00) \$14,702.33
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050344 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$140.00) \$14,852.33
MAR 16 2016	POS ATM DEBIT DBT CRD 2237 03/15/16 050019 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$50.68) \$14,992.33
MAR 9 2016	☒ REGULAR DEPOSIT	\$1,000.00 \$15,043.01
MAR 2 2016	☒ DDA REGULAR CHECK - 3054	(\$75.00) \$14,043.01
MAR 1 2016	POS ATM DEBIT DBT CRD 2334 02/29/16 078428 CAMP LEAGUE PREMIUM 817-738-6899 TX Card# 8576	(\$831.00) \$14,118.01
MAR 1 2016	POS ATM DEBIT DBT CRD 2243 02/29/16 086220 BSN*SPORT SUPPLY GR 806-527-7510 TX Card# 8576	(\$63.00) \$14,949.01
MAR 1 2016	☒ REGULAR DEPOSIT	\$745.00 \$15,012.01
FEB 29 2016	POS Recurring Debit - DDA DBT CRD 2122 02/28/16 005862 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$14,267.01
FEB 25 2016	☒ DDA REGULAR CHECK - 3053	(\$85.00) \$14,275.00
FEB 23 2016	☒ DDA INCLEARING CHECK - 3052	(\$120.00) \$14,360.00
FEB 22 2016	☒ REGULAR DEPOSIT	\$765.00 \$14,480.00
FEB 19 2016	☒ REGULAR DEPOSIT	\$335.00 \$13,715.00
FEB 17 2016	☒ REGULAR DEPOSIT	\$255.00 \$13,380.00
FEB 16 2016	☒ REGULAR DEPOSIT	\$170.00 \$13,125.00
FEB 11 2016	☒ REGULAR DEPOSIT	\$250.00 \$12,955.00
FEB 8 2016	☒ REGULAR DEPOSIT	\$500.00 \$12,705.00

FEB 2 2016	REGULAR DEPOSIT	\$2,065.00 \$12,205.00
FEB 1 2016	ACH Credit 160201P2 Square Inc 9424300002 16/02/01	\$1,404.43 \$10,140.00
FEB 1 2016	REGULAR DEPOSIT	\$300.00 \$8,735.57
JAN 29 2016	POS Recurring Debit - DDA DBT CRD 2111 01/28/16 048549 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$7.99) \$8,435.57
JAN 27 2016	REGULAR DEPOSIT	\$5,785.00 \$8,443.56

Page totals: Credits: [38] \$33,294.80 | Debits: [62] (\$33,018.22)



FARMERSVILLE LITTLE LEAGUE BASEBALL
BOOKS-2017

Date	Check #	Pay To	Memo	Check	Deposit	Balance
1/4/2017			Balance from 2016			\$790.22
1/17/2017	3071	Independent Bank	start up cash for sign-ups 2017	\$200.00		\$590.22
1/17/2017	Deposit	Independent Bank	Square Sign Ups		\$1,789.35	\$2,379.57
1/19/2017	Deposit	Independent Bank	Sign Ups		\$1,010.00	\$3,389.57
1/19/2017	Deposit	Independent Bank	Sign Ups		\$2,125.00	\$5,514.57
1/19/2017	Deposit	Independent Bank	Square Sign Ups		\$82.66	\$5,597.23
1/23/2017	Deposit	Independent Bank	Square Sign Ups		\$933.57	\$6,530.80
1/24/2017	Deposit	Independent Bank	Sign Ups		\$1,955.00	\$8,485.80
1/30/2017	Deposit	Independent Bank	Sign Ups		\$1,785.00	\$10,270.80
1/30/2017	Deposit	Independent Bank	Square Sign Ups		\$1,123.21	\$11,394.01
2/6/2017	Deposit	Independent Bank	Sign Ups		\$510.00	\$11,904.01
2/6/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$710.00	\$12,614.01
2/8/2017	ACH	Game Changer	game scores	\$29.99		\$12,584.02
2/8/2017	ACH	Game Changer	game scores	\$19.97		\$12,564.05
2/9/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$760.00	\$13,324.05
2/13/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$675.00	\$13,999.05
2/13/2017	Deposit	Independent Bank	Sign Ups-Square		\$57.75	\$14,056.80
2/13/2017	Deposit	Independent Bank	Sign Ups-Square		\$82.66	\$14,139.46
2/28/2017	Deposit	Independent Bank	Sign Ups		\$385.00	\$14,524.46
3/6/2017	Deposit	Independent Bank	Sign Ups		\$85.00	\$14,609.46
3/15/2017	ACH	Benemarc, Inc.	Insurance	\$1,067.50		\$13,541.96
3/17/2017	Deposit	Independent Bank	Sign Ups		\$85.00	\$13,626.96
3/20/2017	DC	Amazon	equipment, supplies	\$119.85		\$13,507.11
3/21/2017	DC	Amazon	equipment, supplies	\$69.94		\$13,437.17
3/22/2017	DC	Amazon	equipment, supplies	\$246.95		\$13,190.22
3/24/2017	DC	Baden	equipment, supplies	\$99.99		\$13,090.23
3/27/2017	3076	Sam's Club	Concession Stand supplies	\$897.96		\$12,192.27
3/28/2017	Deposit	Independent Bank	Sponsorship		\$500.00	\$12,692.27
3/28/2017	3075	CBJ Embroidery & Screen	Uniforms	\$6,756.00		\$5,936.27
3/29/2017	3073	District #3 ASA Umpires Assn.	Umpires	\$1,995.00		\$3,941.27
3/29/2017	3074	District #3 ASA Umpires Assn.	Umpires	\$315.00		\$3,626.27
4/10/2017	3077	Sam's Club	Concession Stand supplies	\$567.03		\$3,059.24
4/11/2017	3072	CYA	Rainout	\$57.00		\$3,002.24
4/14/2017	3078	Brookshire's	Concession Stand supplies	\$62.54		\$2,939.70
4/17/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,938.71
4/24/2017	3079	Sam's Club	Concession Stand supplies	\$680.32		\$2,258.39
5/15/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,257.40
6/2/2017	Deposit	Independent Bank	Concession Earnings		\$777.00	\$3,034.40
6/6/2017	3080	Sam's Club	Concession Stand supplies	\$280.00		\$2,754.40
6/15/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,753.41

[illegible]

Agenda Section	Regular Agenda
Section Number	IV.C
Subject	Consider, discuss and act upon Resolution #R-2018-0123-001 calling a general election for May 5, 2018 to elect a Mayor, Councilmember Place 2, and Councilmember Place 4.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Resolution #R-2018-0123-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2018-0123-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CALLING A GENERAL ELECTION FOR MAY 5, 2018 TO ELECT THE MAYOR, COUNCILMEMBER PLACE 2, AND COUNCILMEMBER PLACE 4, PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR RUNOFF ELECTION; PROVIDING FOR DESIGNATING POLLING PLACES; PROVIDING FOR EARLY VOTING, NOTICES AND OTHER MATTERS RELATING TO SAID ELECTION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.004 of the Texas Election Code mandates that the governing body of a city with elective officers should order the general election for those officers; and

WHEREAS, Section 3.005 of the Texas Election Code mandates that an election on a uniform date shall be ordered not later than the 78th day before election day.

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

Section 1. In accordance with Texas Election Code § 3.004, this ordinance constitutes the City Council's ordering of an election to be held on Saturday, May 5, 2018, to elect the following officials for the City of Farmersville ("City"): Mayor; Councilmember Place 2; and, Councilmember Place 4, all for two-year terms. The Order of General Election attached hereto as Exhibit A is hereby approved and adopted by the City Council of the City of Farmersville as the Order for the General Election to be held on May 5, 2018.

Section 2. All independent candidates for the General Election to be held on May 5, 2018, for the above-mentioned offices shall file their applications with the City Secretary at City Hall, 205 South Main Street, between 8:00 a.m. and 5:00 p.m. Monday through Friday, beginning January 17, 2018 and ending at 5:00 p.m. on February 16, 2018. All applications shall be on a form as prescribed by Section 141.031 of the Texas Election Code. All applications shall become public information immediately upon filing.

Section 3. Should all candidates for a particular office in the General Election fail to receive a plurality vote, in that event it shall be the duty of the City Council to order a runoff election for every office in the regular municipal election to which no one was elected.

[Remainder of page left intentionally blank.]

Section 4. The polling place for **Election Day, May 5, 2018**, shall be as follows:

**Farmersville City Hall
205 S. Main Street
Farmersville, TX 75442**

Section 5. The poll at the above designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

Section 6. Early Voting by personal appearance for the election shall commence on April 23, 2018, at 8:00 a.m. and end at 7:00 p.m. on May 1, 2018. Early voting by personal appearance shall be conducted during regular business hours from 8:00 a.m. until 5:00 p.m., except for the final two days of the early voting period. On the final two days of early voting by personal appearance, which days are Monday, April 30, 2018, and Tuesday, May 1, 2018, the hours are hereby designated as 7:00 a.m. until 7:00 p.m.

Section 7. The polling place for **Early Voting, April 23, 2018, through May 1, 2018**, shall be in the Council Chambers in Farmersville City Hall, 205 S. Main St., Farmersville, TX.

Section 8. Collin County Elections Administrator is designated as the Early Voting Clerk. Qualified voters may mail applications for a voting mail-in ballot only from January 1, 2018 until the close of business on April 24, 2018. Requests for applications must be mailed to:

Bruce Sherbet
Elections Administrator
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Section 9. The City Secretary is ordered to do the following:

1. Coordinate with the Collin County Elections Department, Bruce Sherbet, Elections Administrator, to hold the May 5, 2018 City of Farmersville General Election. Direct recording electronic voting machines shall be used for voting at the foregoing election polling place and electronic counting devices and equipment shall be used for counting the ballots at said election.
2. Provide and publish notice of the elections ordered in this resolution in accordance with the Texas Election Code.
3. Coordinate with the Collin County Elections Department, Bruce Sherbet, Elections Administrator, to hold a runoff election conducted in accordance with the Texas Elections Code if no candidate receives a majority of the votes.

Section 10. The City Council shall give notice of this election in accordance with the terms and provisions of Chapter 4 of the Texas Election Code, and the City Council shall issue all necessary orders and writs for said election.

Section 11. The Collin County Elections Administrator shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the electronic voted ballots in accordance with Section 127.001 of the Texas Election Code. Counting Station Manager and Central Count Judge shall be Bruce Sherbet.

Section 12. Notice of Election shall be published in both English and Spanish in accordance with the Texas Election Code. Returns of said election shall be made to the Council immediately after closing of the polls.

Section 13. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respect said remaining portion shall be and remain in full force and effect.

Section 14. This resolution shall be effective immediately upon adoption.

DULY PASSED AND RESOLVED, by the City Council of the City of Farmersville, Texas on this 23th day of January, 2018.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

ORDER OF ELECTION

An election is hereby ordered to be held on May 5, 2018, for the purpose of electing the following officials for the City of Farmersville ("City"):

1. Mayor;
2. City Councilmember Place 2; and
3. City Councilmember Place 4.

Early voting by personal appearance will be conducted each weekday at the City Council Chambers in Farmersville City Hall, 205 S. Main St., Farmersville, Texas between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 23, 2018, at 8:00 a.m. and ending on May 1, 2018 at 7:00 p.m.

Applications for ballot by mail shall be mailed to:

Bruce Sherbet
Elections Administrator
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Applications for ballots by mail must be received no later than the close of business on April 24, 2018.

Issued this the _____ day of January, 2018.

DIANE C. PIWKO, Mayor

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION

Por la presente se ordena que se llevará a cabo una elección día 5 de Mayo, 2018 con el propósito de elección de los siguientes funcionarios para la ciudad de Farmersville ("Ciudad"):

1. Alcalde;
2. Concejal de la Ciudad Lugar 2; y
3. Concejal de la Ciudad Lugar 4.

La votación adelantada en persona se llevará a cabo de lunes a viernes en los compartimientos del Consejo de ciudad en el pasillo de ciudad de Farmersville, 205 S. Main St., Farmersville, Tejas, entre las 8:00 de la mañana y las 5:00 de la tarde empezando el 23 de abril, 2018, y terminando el 1 de la maya, 2018 a las 7:00 de la tarde.

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Bruce Sherbet
Elecciones Administrador
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el 24 de abril, 2018.

Emitida este día _____ de enero de 2018.

DIANE C. PIWKO, Mayor

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

Agenda Section	Regular Agenda
Section Number	IV.D
Subject	Consider, discuss and act upon Interlocal Agreement for Public Works services with the City of Lavon.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Interlocal Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

INTERLOCAL COOPERATION AGREEMENT FOR SHARING PUBLIC WORKS PERSONNEL BETWEEN CITY OF LAVON AND CITY OF FARMERSVILLE

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the City of Lavon, Texas ("Lavon"), and City of Farmersville, Texas ("Farmersville"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

RECITALS:

WHEREAS, Lavon and Farmersville are Texas political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Lavon and Farmersville to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Lavon desires to engage the services of Farmersville's licensed Wastewater Operator to assist or supplement Lavon personnel in maintaining and operating Lavon's wastewater collection system on an "as needed" basis, and Farmersville agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Farmersville desires to engage the services of Lavon's licensed Wastewater Operator to assist or supplement Farmersville personnel in maintaining and operating Farmersville's wastewater collection system on an "as needed" basis, and Lavon agrees to provide operation and maintenance services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Lavon appoints Farmersville as an operator of its wastewater collection system and Farmersville accepts this appointment; and

WHEREAS, Farmersville appoints Lavon as an operator of its wastewater collection system and Lavon accepts this appointment; and

WHEREAS, each Party agrees to compensate the other Party for the services, "Inventory" as defined in Section 3.3 herein below, and equipment-related expenses furnished under this Agreement from current available revenue.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Services

1.1 The general purpose of this Agreement is to authorize the Parties to cooperate and assist or supplement each other's personnel to maintain and operate the Parties' respective wastewater collection systems.

1.2 Participation in this Agreement is purely voluntary and requests for and responses to requests for assistance are at the sole discretion of the responding party. The Responding Utility shall have the primary interest of protecting its own constituency. Neither Party shall be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay in or failure to perform any obligation under this Agreement save and except the obligation to make payment as specified in this Agreement.

1.3 Farmersville agrees to furnish, subject to availability of personnel for such purposes, one or more licensed personnel to assist or supplement Lavon personnel to maintain and operate Lavon's wastewater collection system.

1.4 Lavon agrees to furnish, subject to availability of personnel for such purposes, one or more licensed personnel to assist or supplement Farmersville personnel to maintain and operate Farmersville's wastewater collection system.

1.5 It is clearly understood by the Parties that the first and highest priority of each City is maintaining its own wastewater system.

1.6 The Parties agree to use their best efforts to provide the same level and quality of service for the requesting Party as are provided in maintaining and operating the supplying Party's wastewater collection system. Nothing contained in this Agreement, however, shall require either Party to construct new facilities, purchase new equipment, or hire additional personnel to furnish the levels of service contemplated by the Parties to this Agreement. The Parties do not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality.

Article II

Term and Termination

2.1 This Agreement shall be effective as of October 1, 2017 ("Effective Date") and shall continue through September 30, 2018. This Agreement shall automatically renew on October 1 of each year (the "Renewal Date") for up to five (5) additional one-year terms unless either Party provides written notice of their intent not to renew no later than Sixty (60) days in advance of the Renewal Date.

2.2 Except as provided in Section 2.3, either Party may terminate this Agreement with or without cause by giving the other Party One Hundred Sixty (160) days' advance written notice of its intent to terminate.

2.3 If one Party fails to pay a monthly bill within ten (10) business days after the date of its receipt, the other Party may then terminate this Agreement by providing written notice to

the Party who failed to make a payment that payment has not been received and, should either Party fail to tender payment within ten (10) days of receipt of said notice, this Agreement automatically terminates.

Article III

Operational Provisions

3.1 The City Manager or City Administrator of one Party, or their respective designee, (collectively "Administrator") is authorized to request assistance ("Requesting Party") from the Administrator of the other Party ("Responding Party") if confronted with a situation in which the Requesting Party has need for equipment and personnel in excess of that available to the Requesting Party and which equipment and personnel may be available from the Responding Party to which the request is directed.

3.2 The extent to which the Responding Party provides any assistance shall be at the Responding Party's sole discretion. Each Party may develop and maintain a current plan for mobilization of its personnel and other resources which, in its sole discretion and opinion, is adequate to effectively respond to a request to provide assistance to the other Party.

3.3 Upon receipt of a request for assistance, the Administrator of the Responding Party receiving the request shall, with reasonable promptness, take the following action:

3.3.1 Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of equipment and number of personnel available.

3.3.2 Upon making the determination of available resources, with reasonable promptness, advise the Requesting Party of the determination reached as to assistance, confirm the continuing need of the Requesting Party for assistance, and dispatch the available resources to the scene.

3.3.3 In the event the determination is the Responding Party does not have the ability to respond to the request for assistance, advise the Requesting Party of that determination with reasonable promptness.

3.4 The Administrator of the Requesting Party shall be in charge of the operations and thus the individual under which the assistance sent by the Responding Party shall serve: PROVIDED THAT, the responding equipment and personnel shall be under the immediate supervision of the employee of the Responding Party in charge of the responding equipment. If the Requesting Party's employee specifically requests an employee of the Responding Party to assume operational control, neither the employee who makes such a request nor the Responding Party shall by relinquishing operational control, be relieved of responsibility for the operation.

3.5 Upon completion of work hereunder, such assistance and help as is necessary will be rendered by each Party to locate and return any items of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be

returned to the Responding Party upon being released by the Requesting Party, or upon request being made by the Responding Party for return of said equipment and personnel.

Article IV

Costs for Services

4.1 Each Party shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon its employees, and each shall be responsible for its own equipment and shall bear the risk of loss therefore, subject to the right to reimbursement set out herein-below.

4.2 Lavon agrees to reimburse the personnel expense per person for the services performed by Farmersville personnel as described herein and related mileage. Similarly, Farmersville agrees to reimburse the personnel expense per person for the services performed by Lavon personnel as described herein and related mileage.

4.3 More particularly, the Requesting Party agrees to reimburse the Responding Party for the following:

4.3.1 The time utilized by the Responding Party's staff for the benefit of the Requesting Party at a rate which shall be equal to the compensation rate, including all benefits, paid by the Responding Party to its responding employees.

4.3.2 For the reasonable cost of a vehicle that has been utilized, for the standard reimbursement rate, including but not limited to mileage, which may from time-to-time be established by the Parties for vehicle use reimbursement.

4.3.3 As to equipment of the Responding Party utilized at the site, the agreed upon utilization cost thereof, as such cost may be established by the agreed upon schedule developed by the Parties.

4.3.4 The Parties agree to reimburse each other monthly at the rate of cost plus ten percent (10%) for inventory consumed or used in the maintenance and operation of the wastewater collection systems. "Inventory" shall include but is not limited to chemicals, fittings, pipe, and valves. The Parties further agree to reimburse each other for equipment-related expenses.

4.4 The Parties will provide each other with an itemized bill on or about the first day of each month during the term of this Agreement. All monthly bills are due within ten (10) business days after receipt.

4.5 If this Agreement is terminated as provided herein, the Parties agree to pay each other for all services and equipment furnished up to the effective date of termination and neither Party shall continue to provide the other Party with services that may be requested in accordance with this Agreement following the effective date of termination. Final payment shall be made within ten (10) days of the last date of service.

Article V. Insurance

5.1 Each Party agrees to maintain insurance coverage for its own equipment and personnel specifically including, but not limited to, the following with limits no less than Three Hundred Thousand (\$300,000.00): general liability, combined single limit per occurrence for bodily injury, personal injury, and property damage; automobile liability, combined single limit per accident for bodily injury and property damage; and statutory levels for worker's compensation insurance coverage, whether through third-party insurance or membership in an appropriate insurance pool providing equivalent coverage.

5.2 Each Party further agrees that their respective general liability and automobile liability insurance policies will identify the other Party hereto as an additional insured when the Parties are performing under this Agreement.

5.3 Each Party also agrees that their respective worker's compensation insurance policies will provide the other Party hereto with a waiver of subrogation when the Parties are performing under this Agreement.

Article VI Independent Contractor

In performing services specified in this Agreement, each Party shall act as an independent contractor of the other Party and shall have control of its own work and the manner in which it is to be performed. No employee, agent or representative of a Party shall be deemed to be an employee, agent, or representative of the other Party.

Article VII Governmental and Official Immunity

The Parties hereto are political subdivisions of the State of Texas, each of which has official and governmental immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity. Neither shall anything contained in this Agreement be deemed hereby to waive, any defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Article VIII Liability

8.1 To the maximum extent allowed by law, Lavon shall indemnify and save harmless Farmersville and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Lavon or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

8.2 To the maximum extent allowed by law, Farmersville shall indemnify and save harmless Lavon and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Farmersville or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

8.3 The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Article IX

Miscellaneous

9.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

9.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

9.3 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

9.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

9.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

9.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

9.7 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served (a) by depositing same in the United States Mail, addressed to the

Party to be notified, postage pre-paid and certified with return receipt requested, or (b) by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, or (c) by electronic mail (a/k/a e-mail). Notice given by mail or delivery in accordance herewith shall be effective upon receipt at the address of the addressee. Notice given by e-mail shall be deemed effective on the date sent, if sent before 5:00 p.m. central standard time. For purposes of notice, the addresses of the Parties shall be as follows:

If to Farmersville to:	Ben White, City Manager City of Farmersville, Texas 205 S. Main Farmersville TX 75442
With a copy to:	Brown & Hofmeister, L.L.P. Alan Lathrom, City Attorney 740 E. Campbell Rd., Ste. 800 Richardson, TX 75082
If to Lavon, to:	Kim Dobbs, City Administrator City of Lavon, Texas P.O. Box 340 Lavon, TX 75166
With a copy to:	Messer, Rockefeller & Fort Andy Messer, City Attorney 6371 Preston Road, Suite 200 Frisco, TX 75034

9.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

9.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9.10 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature page to follow)

EXECUTED THIS 7 day of November, 2017.



City of Lavon, Texas

By: _____

Charles A. Teske, Jr., Mayor

Attest: _____

By: _____

Kim Dobbs, City Administrator

EXECUTED THIS _____ day of _____, 2018.

City of Farmersville, Texas

By: _____

Diane Piwko, Mayor

Attest: _____

By: _____

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	IV.E
Subject	Consider, discuss and act upon awarding materials contracts for concrete, rebar, and trench frame and grate for the Community Development Block Grant Main Street Program Project No. 7216322.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 201
Attachment(s)	<ol style="list-style-type: none"> 1. Concrete – Small Purchase Procurement Record – Bid Tab – Quotes 2. Rebar – Small Purchase Procurement Record – Bid Tab – Quotes 3. Grate – Small Purchase Procurement Record – Bid Tab - Quotes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

A504**Small Purchase Procurement Record**Grant Recipient: FarmersvilleContract No: 7216322Region: NCTCOG

Scope of Service/Item Description:

45 CY 3000 PSI Concrete

Contacts Made:

- | | | |
|----|-------------------------------------------------------------|-------------------------------------|
| 1. | <u>Charley's Concrete</u>
Name of Firm/Supplier (No. 1) | <u>01/05/2018</u>
Date Contacted |
| | <u>Tommy Humphrey</u>
Name of Person Contacted | <u>\$4,950.00</u>
Quoted Price |
| 2. | <u>Martin Marietta</u>
Name of Firm/Supplier (No. 2) | <u>01/05/2018</u>
Date Contacted |
| | <u>Ricky Burchfield</u>
Name of Person Contacted | <u>\$5,400.00</u>
Quoted Price |
| 3. | <u>Lattimore Materials</u>
Name of Firm/Supplier (No. 3) | <u>01/08/2018</u>
Date Contacted |
| | <u>Dana Strong</u>
Name of Person Contacted | <u>\$5,085.00</u>
Quoted Price |

☒ Verified on 1/11/2018 that successful bidder was not excluded as a vendor per Sam.gov.

Based on the contacts made concerning the above-referenced scope of services/item description and that Charley's Concrete is not excluded from Sam.gov on 01/11/2018 (date of clearance), I authorize _____ on _____, 2018 to begin work or to supply the item(s) for the quoted price.

Signature of Authorized Person

Diave C. Piwko

Printed Name

Title

Mayer

**City of Farmersville - Texas Capital Fund Main Street Project
Small Purchase Procurement**

Proposal Tabulation Form for Concrete

ITEM #	ITEM DESCRIPTION	Charley's Concrete Princeton, TX	Martin Marietta Greenville, TX	Lattimore Materials Addison, TX
		Total	Total	Total
1	3000 PSI Concrete	\$4,950.00	\$5,400.00	\$5,085.00
	TOTAL OF ALL BID ITEMS (1)	\$4,950.00	\$5,400.00	\$5,085.00

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of concrete for the Texas Capital Fund Main Street Project. The concrete must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
45	CY	3000 psi Concrete	\$ 110.00 per CY

Total: \$ 4,950.00

Company Name: Charley's concrete

Address: 1134 FM 982 Princeton, TX 75407

Phone: 214-535-7584

Quoted By Tommy

Date 1-5-18

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of concrete for the Texas Capital Fund Main Street Project. The concrete must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
45	CY	3000 psi Concrete	\$ 117.00 per CY

\$130 per Truck

Total: \$ 5,400.00

Company Name: Martin Marietta

Address: 6500 FM 1570 Greenville, TX 75402

Phone: 903-439-9843

Quoted By Ricky Burchfield

Date 1-5-18

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of concrete for the Texas Capital Fund Main Street Project. The concrete must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
45	CY	3000 psi Concrete MIN 5277	\$ 113.00

Company Name: Lattimore Materials
Address: 15900 Deoley Rd Addison TX 75001
Phone: 972-529-7291
Quoted By: Lena Strong
Date: Jan 8, 2018

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

A504**Small Purchase Procurement Record**Grant Recipient: FarmersvilleContract No: 7216322Region: NCTCOG

Scope of Service/Item Description:

1,650 LF of #3 rebar

Contacts Made:

1.	<u>Daniel Steel Industries, Inc.</u> Name of Firm/Supplier (No. 1)	<u>12/27/2017</u> Date Contacted
	<u>Scott A. Perry</u> Name of Person Contacted	<u>\$237.00</u> Quoted Price
2.	<u>Greenville Steel, LTD</u> Name of Firm/Supplier (No. 2)	<u>12/21/2017</u> Date Contacted
	<u>Doug Waits</u> Name of Person Contacted	<u>\$219.95</u> Quoted Price
3.	<u>Gerdau</u> Name of Firm/Supplier (No. 3)	<u>01/10/2018</u> Date Contacted
	<u>Candace Jones</u> Name of Person Contacted	<u>\$300.00</u> Quoted Price

☒ Verified on 1/11/2018 that successful bidder was not excluded as a vendor per Sam.gov.

Based on the contacts made concerning the above-referenced scope of services/item description and that Greenville Steel is not excluded from Sam.gov on 1/11/2018 (date of clearance), I authorize _____ on _____, 2018 to begin work or to supply the item(s) for the quoted price.

Signature of Authorized Person

Diane C. Piwko

Printed Name

Mayor

Title

**City of Farmersville - Texas Capital Fund Main Street Project
Small Purchase Procurement**

Proposal Tabulation Form for Rebar

ITEM #	ITEM DESCRIPTION	Daniel Steel Industries, Inc. Sunnyvale, TX	Greenville Steel Greenville, TX	Gerdau Irving, TX
		Total	Total	Total
1	#3 Rebar	\$237.00	\$219.95	\$300.00
	TOTAL OF ALL BID ITEMS (1)	\$237.00	\$219.95	\$300.00

Stacey J

From: Scott Perry <SPerry@danielsteelind.com>
Sent: Wednesday, December 27, 2017 12:40 PM
To: jacob@dbiconsultants.com
Cc: Stacey J
Subject: Texas Capital Fund Main Street Project

Jacob the following is pricing for the materials your office requested. Material priced is straight, uncoated bar – ASTM A615, grade 60 rebar. Cost is exclusive of sales tax.

Quantity:	Item:	Cost:
83 pieces #3 20'-0" (1,660 LF)	#3 Rebar	\$237.00 *

** Cost quoted is not freight allowed. Material is quoted to be picked up at our Sunnyvale plant.*

Jacob please let me know should you have any questions.

Best regard,

Scott A. Perry | Vice President
DANIEL STEEL INDUSTRIES, INC.

4640 North Beltline Road | Sunnyvale, Texas 75182
Office (972) 226 - 7656 | Cell (972) 571 - 7440

AN INDEPENDENT REINFORCING STEEL FABRICATOR

1970  2017

GREENVILLE STEEL, LTD.
2569 IH 30 WEST
GREENVILLE, TX 75402

PHONE #: (972)442-3178
FAX #: (903)527-4313

QUOTATION	NUMBER #5021291	PAGE 1	DATE 12/21/2017
SALESPERSON: DOUG WAITS			EXPIRES: 01/31/2018
SHIP VIA:		JOB NAME:	CUST ID: 2035
CUST P.O.#:		JOB #:	

QUOTED TO:
CITY OF FARMERSVILLE
205 S. MAIN
FARMERSVILLE, TX 75442

SHIP TO:
Will Call

LINE	QTY	ITEM ID/NAME	--- WIDTH ---	--- LENGTH ---	WEIGHT	PRICE	TOTAL
1	83 PCS	RE0320 #3 REBAR X 20' (3/8)		20'	625 LBS	2.6500/PC	219.95

[END ORDER]

BUYER:			
PHONE #: (972)782-6151		FAX #:	
TAX ID: EXEMPT	TOTAL:	625 LBS	SUBTOTAL 219.95
TERMS: NET 30 DAYS			SALE TAX 0.00
			TOTAL 219.95



GERDAU - QUOTATION -

Quotation No: 11018

Wednesday, January 10, 2018

To: Our Customer Friends

Subject: Small Purchase Procurement

Attn: Estimating

Loc: Farmersville, TX

Ph: -

Arch: -

Fax: -

Plans: See Below

Email: -

Addms: N/A

SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND THOSE PRINTED UNDER "TERMS AND CONDITIONS OF SALE," WHICH ARE
HEREBY REFERRED TO AND MADE A PART OF THIS QUOTATION GERDAU (THE SELLER) PROPOSES TO FURNISH:

The necessary domestic reinforcing steel meeting the requirements of ASTM A615 Grade 60/A615M Grade 420 (latest revision)
steel cut, bent, bundled, and tagged, in accordance with plans and specifications as listed above, and the CRSI Manual of Standard
Practice (latest revision), delivered in minimum 40,000# truckload quantities to the jobsite nearest accessible point, unloading not included.

Base Bid

Approximately 1 Tons of reinforcing steel for

\$300.00

ALL STATE, COUNTY, AND LOCAL SALES TAXES EXCLUDED

Notes

- * Includes one delivery only.

Exclusions

- 1 ASTM A615 Grade 75, ASTM GRADE A706 and MMFX rebar
- 2 Coating of any kind.
- 3 Masonry Rebar not embedded in foundations.
- 4 Welding of Rebar and/or Weldable Rebar for any purpose.
- 5 Spreader bars for Vertical Reinforcement.
- 6 Supports over Filligree/PSI slabs/Metal Deck.
- 7 Any reinforcing steel for precast or prestressed items.
- 8 Unloading at jobsite.
- 9 Safety Caps.
- 10 Smooth Rounds, expansion caps or supports for smooth dowels.
- 11 Mechanical Couplers and special end preparation.
- 12 Any reinforcing for site work of exterior utilities or drainage structures.
- 13 Reinforcement for Precast/Prestressed Concrete items.
- 14 Electrical Duct Encasements & Mechanical Pipe Encasements.
- 15 Placing Plan Supervision, Review and/or Signed and Sealed by Registered PE.
- 16 All reinforcing to support and/or position post tension including but not limited to hairpins, ties and bar supports.
- 17 Lifting inserts or any added reinforcing at lifting insert and/or embeds.
- 18 Added reinforcing at construction joints in slabs, footings, grade beams, girders, beams or joists
- 19 Added reinforcing at pipe penetrations and openings in slabs, footings, grade beams, girders, beams or joists



GERDAU

- QUOTATION -

Quotation No: 11018

Wednesday, January 10, 2018

20 Housekeeping pads not specifically shown on structural drawings

Drawings

Quantity provided. 42 pieces of #3 x 40'.

The fabricated reinforcing steel price is firm for shipments until February 28, 2018. On March 01, 2018 the price on all shipments will be escalated at a rate of \$40.00 per ton and an additional \$40.00 per ton every three months thereafter. The price will be subject to renegotiation after May 31, 2018.

This quotation is offered for acceptance within 30 days, after which it is subject to change. This quotation shall become a Contract of Sale when accepted by the buyer and countersigned by the seller below within 30 days of quotation date.

TERMS: NET 30 DAYS FROM INVOICE DATE ALL STATE, COUNTY, AND LOCAL SALES TAXES EXCLUDED

This _____ day of _____ 20____

Buyer's name _____

By _____

Name/Title _____

Gerdau Long Steel North America

By Candace Jones 1/10/2018

Name/Title Contract Sales Rep

Office (872-421-0516) Cell (214-736-4314)

Approved By _____ day of _____ 20____

By _____

Name/Title _____



TERMS AND CONDITIONS OF SALE

March 2-11 2014

4. **ASSIGNMENT AND PLANT: CONTRACT OF SALE**

[illegible]

(b) ALL QUOTATIONS, OFFERS TO RET, PROPOSALS, AGREEMENTS AND ACCEPTANCES OF ORDERS BY SELLER ARE SUBJECT TO THESE TERMS AND CONDITIONS, AND ACCEPTANCE BY BUYER IS HEREBY DEEMED TO THESE TERMS AND CONDITIONS. UNLESS SPECIFICALLY AGREED TO IN WRITING, NO SELLER OR PURCHASER BIDDING, NEARLY IDENTICAL RESULTS ARE AVOIDED ON COMMODITY TRADE EXCHANGES OR FUTURES ON COMMODITY MARKETS. IN THE EVENT OF A DISCREPANCY OR CONFLICT OF INTEREST BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THE CONTRACT, THE TERMS AND CONDITIONS OF THE CONTRACT SHALL PREVAIL. IN THE EVENT OF A DISCREPANCY OR CONFLICT OF INTEREST BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THE CONTRACT, THE TERMS AND CONDITIONS OF THE CONTRACT SHALL PREVAIL.

(c) SALES CONTRACTS OF SALE BETWEEN SELLER AND BUYER SHALL BECOME BINDING, SUBJECT TO CERTAIN APPROVAL OF SELLER BY BUYER, TO SECTION 8(a) BELOW, ONLY UPON THE SIGNATURE AND APPROVAL OF THIS OFFICE BY AN AUTHORIZED REPRESENTATIVE OF SELLER ("SIGNED-ACCEPTANCE"), IF REQUIRED BY CREDIT TERMS WITH A SALE, APPROVAL OF THIS CONTRACT OF SALE BY SELLER WILL BE FURNISHED COPY OF ANY LETTERS OF CREDIT, INVOICE AND EXPORT PERMITS, ON LETTERS.

2. WORKING TOGETHER

(c) HYDROLYZING STRENGTH AND ITS RELATED PROPERTIES WILL BE FURNISHED IN ACCORDANCE WITH THE CRITERIA OF THE MANUALS OF STANDARD PRACTICE OF THE CONCRETE REINFORCING STEEL INSTITUTE AND THE AMERICAN CONCRETE INSTITUTE, EACH AS APPLIED TO THE DATE OF THE TEST.

(4) UPON SEAR'S AFFIRMANCE, SEAR SHALL PROMPTLY FURNISH TO SEAR ALL INFORMATION NECESSARY FOR SEAR TO PREPARE RETURNING FREE TRADING DOCUMENTS AND BAR LETTERS. ALL DOCUMENTS SUBMITTED BY SEAR TO SUPPORT FOR APPROVAL, SHALL BE PROMPTLY RETURNED BY SEAR EITHER APPROVED OR DISAPPROVED AS CONNECTED TO SEAR'S IN WHICH EVENT THE CONSEQUENCES MUST BE ACCEPTABLE TO SEAR. IN THE EVENT OF ANY DELAY OR ANY OF THESE STEPS, THE COMPARISON WITH SEAR SHALL BE EXERCISED AND SEAR'S CONCERN(S) NOTICED.

2. SUPPLEMENT AND COLONY, ETC.

(4) SALES AND PURCH. AGREEMENTS FOR THESE PLAINFIFFS. AGREEMENT SHOULD MEAN IN THE NEAREST POSSIBLE MANNER OR SUBJECT TO SUCH A STATE OF CONSIDERATION OR NUMBER AS NEXT TO MAKING OR CHANGING UNDER AGREEMENT TO THE JAGGER'S PLAINFIFFS, PLAINFIFFS CONSIDERATION UNDER THESE CHANGING PLAINFIFFS. SUPPLY THESE OF INFORMATION FOR EMPLOYMENT OF THESE WITH THESE PLAINFIFFS IN ORDER TO JAGGER'S PLAINFIFFS.

[illegible][illegible]

2. **RESEARCH DESIGN**

(a) UNDER OTHERWISE LAWFULY OBTAINED AND FORFEITED ARE SET ASIDE THE AND FORFEIT IN U.S. FUNDS WITHIN THIRTY (30) DAYS FROM THE DATE OF NOTICE. A MATERIAL CHARGING, EXEMPTED BY AN ARREST FROM THE UNITED STATES BANK OF THE UNITED STATES, IS ON THE APPLICABLE LEGAL, INCLUDING THE OF THE UNITED STATES, IS SET ASIDE TO THE UNITED STATES, INCLUDING OF ANY OTHER.

(d) QUOTED PRICES ARE EXCLUSIVE OF ANY APPLICABLE TAXES AND OTHER FEES TO PAY SALES TAXES (OTHER THAN SALES TAX) AND OTHER TAXES.

2. WEIGHT AND CRACKING ELASTICITY

(A) SELLER WARRANTS THAT IF IN THE COURSE OF LOOKING AND CURE TO THE PRODUCTS FURNISHED HEREUNDER AND THAT THE PRODUCTS, AT THE TIME SAID PRODUCTS ARE DESIGNED, REFINISHED, TESTED, CHECKING TO APPLICABLE AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) STANDARDS AND THE SPECIFICATIONS SET FORTH HEREIN FOR A PERIOD OF ONE YEAR FROM THE DATE SAID PRODUCTS ARE SHIPPED, SELLER HAS NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONTING THE PRESENT DELIVERY, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF PARTICULAR PURPOSE AND EXPRESSLY INCLUDING ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

(d) BUYER'S SOLE REMEDY AND SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY AND UNDER THE CONTRACT OF SALE ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCTS EXCLUSIVELY BY SELLER TO BE DONE WITHIN THE TERMS OF THIS WARRANTY IN ACCORDANCE WITH THE REPAIRING/REPLACEMENT PLANS, WHICH EXTEND ONLY TO SELLER'S FRIED-RICE PORTION OF ANY DEFECT OR REPLACEMENT REQUIRED, AND DO NOT EXTEND TO ANY DAMAGES ARISING FROM ANY ALLEGED ACT OR OMISSION OF SELLER BEYOND THE IMMEDIATELY.

4. **1997年12月15日**

(4) THE WALKER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF SUPERCONDUCTING EQUIPMENT BY OTHERS, INCLUDING BUT NOT LIMITED TO CONTRACT PLANS AND SPECIFICATIONS, STRUCTURAL DESIGN OR DETAILS, FLOORING PLANS, BILLS OF MATERIALS, AND LISTS OF WORKING PARTS.

(b) IN ANY ACTION ARISING OUT OF THIS CONTRACT FOR SALE (OR ANY WARRANTY HEREUNDER) SELLER'S LIABILITY SHALL BE LIMITED TO SELLER'S PROPORTIONATE SHARE OF THE ACTUAL, OR REASONABLE EXPECTED, REPLACEMENT OF PRODUCTS ON THE THINGS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR DAMAGES AND/OR REASONABLE DAMAGES OF ANY KIND.

(4) NO PERSON SHALL BE WITHHELD BY INFLUENCING ADJUSTMENT OF LIABILITY OR LOSS CLAIM.

[illegible]

2. FINANCIAL REQUIREMENTS AND TERMINATION

[illegible]

(4) IN THE EVENT OF BUYER'S BANKRUPTCY OR INSOLVENCY OR IF BUYER VIOLATES ANY OF ITS COVENANTS HEREUNDER, WHICH SHALL BE ENTITLED TO TERMINATE THIS CONTRACT OF SALE AND IN SUCH EVENT, BUYER SHALL BE ENTITLED TO RECOVER ALL MONIES PAID BY BUYER TO SELLER IN CONNECTION WITH THIS CONTRACT OF SALE, PROVIDED, HOWEVER, THAT SELLER SHALL RETAIN TITLE TO ALL UNRECOVERED STOCK PLACING COUNTERS AND SALE LISTS UNTIL ALL PRODUCTS HAVE BEEN EXHAUSTED AND SELLER HAS RECEIVED PAYMENT IN FULL.

4. EXPERIMENTAL

WILLIAM RETAINS ALL RIGHTS UNDER APPLICABLE LAW IN ADDITION TO THOSE EXPRESSLY PROVIDED FOR HEREIN. IF SERVICE IS REQUESTED TO REINSTATE WILLIAM'S OR ENFORCE OR ADV LEGAL PROCEEDINGS TO ENFORCE HIS RIGHTS REGARDING, OTHER THAN, ANY WILLIAM'S REASONABLE ATTORNEY'S' FEES, COSTS AND CHARGES INCURRED IN CONNECTION WITH SUCH ENFORCEMENT.

[illegible]

(4) USE OF CONTRACT OF SALE ACKNOWLEDGES THE EXISTENCE OF AN ORAL CONTRACT OF SALE, AND THAT THE SELLER, AND BUYER, AND ALL PERSONS WHO HAVE ANY INTEREST IN THE CONTRACT, OR IN THE PROPERTY, OR IN THE SUBJECT MATTER HEREOF, TO THE SAID CONTRACT, AND ARE TO BE BOUNDEN ONLY BY THE TERMS HEREIN SET FORTH, SPECIFIED BY BUYER AND AS AUTHENTICATED REPRESENTATIVE OF SELLER, NO ADDITIONAL, MODIFICATION OR VARIATION HEREIN SHALL BE VALID, UNLESS IT BE IN WRITING, SIGNED BY THE SELLER, AND BY THE BUYER, OR BY HIS OR HER AUTHORIZED REPRESENTATIVE, AND THE SELLER, SIGNED BY SELLER, TO EFFECTUATE ANY MODIFICATION OF THIS CONTRACT OF SALE, OR TO EXTEND, AMEND, OR SUPPLEMENT THEREON THE EXERCISE OF BUYER'S REMEDY HEREIN, WILL AFFECT OR SUPPLY THE SELLER'S RIGHTS OR OATH SUCH OTHERWISE CONFIRMS OR IN CASE OF ANY SUBSEQUENT DEFAULT BY SELLER, SELLER SHALL BE DEEMED TO HAVE ACCEPTED THE CONTRACT OF SALE, AND TO HAVE AGREED TO THE TERMS HEREIN, AND TO HAVE SIGNED AND TO HAVE THIS CONTRACT OF SALE, OR THE RIGHTS OR OATHS OR OBLIGATIONS THEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHOSE NAME MAY BE USING CONTRACT OF SALE, SELLER AND SELLER'S CONTRACT FOR THE SUPPLY OF THE PRODUCT, OR ANY LESSORSHIP THEREOF, AS IT

(4) THE CONTRACT OF SALE SHALL BE GOVERNED BY AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA. WHICHEVER SHALL BE THE CHOICE OF ANY PARTY TOWARD A DISSENTING AND VULNERABLE PARTY SHALL BE SUBJECT TO THE CONTRACT OF SALE AND PURCHASE AS IN THE CHIEF CLAUSE OF THE WESTERLAND ANNUAL CHARTER OF THE STATE OF FLORIDA AND THROUGH MICHIGAN COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, SUCH JUDGMENT BEING FINAL AND NOT SUBJECT TO APPEAL, AFFIRMATION AND FINAL WRIT OF HABEAS CORPUS SHALL BE ANY COURT THERE, AMERICAN AND FOREIGN, WITHOUT FURTHER WRIT OF HABEAS CORPUS. THE PARTIES AGREE THAT THE PARTIES OF THE CONTRACT SHALL HAVE NO ACTION OR REMEDY IN THE FUTURE COURT, INCLUDING THAT IN COMPLIANCE WITH A REPLEASING CONTRACT.

CRS

A504**Small Purchase Procurement Record**Grant Recipient: FarmersvilleContract No: 7216322Region: NCTCOG

Scope of Service/Item Description:

80 LF of 12" Wide Trench Frame and Grate, Watts – Dead Level DX-GF DI-ADA Ductile Iron
ADA

Contacts Made:

1.	<u>Fortiline</u> Name of Firm/Supplier (No. 1)	<u>01/05/2018</u> Date Contacted
	<u>Whistle Maza</u> Name of Person Contacted	<u>\$6,960.00</u> Quoted Price
2.	<u>Ferguson Waterworks</u> Name of Firm/Supplier (No. 2)	<u>12/26/2017</u> Date Contacted
	<u>Ryan Reed</u> Name of Person Contacted	<u>\$7,920.00</u> Quoted Price
3.	<u>Underground Utility Supply</u> Name of Firm/Supplier (No. 3)	<u>12/28/2017</u> Date Contacted
	<u>James Taylor</u> Name of Person Contacted	<u>\$7,160.00</u> Quoted Price

☒ Verified on 01/11/2018 that successful bidder was not excluded as a vendor per Sam.gov.

Based on the contacts made concerning the above-referenced scope of services/item description and that Fortiline is not excluded from Sam.gov on 01/11/2018 (date of clearance), I authorize _____ on _____, 2018 to begin work or to supply the item(s) for the quoted price.

Signature of Authorized PersonDiave C. Pivko
Printed NameMayor
Title

**City of Farmersville - Texas Capital Fund Main Street Project
Small Purchase Procurement**

Proposal Tabulation Form for Trench Frame and Grate

ITEM #	ITEM DESCRIPTION	Fortiline Balch Springs, TX	Ferguson Waterworks McKinney, TX	Underground Utility Supply Longview, TX
		Total	Total	Total
1	12" Wide Trench Frame and Grate Watts - Dead Level DX-GF DI-ADA Ductile Iron ADA	\$6,960.00	\$7,920.00	\$7,160.00
	TOTAL OF ALL BID ITEMS (1)	\$6,960.00	\$7,920.00	\$7,160.00

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of a Trench Frame and Grate for the Texas Capital Fund Main Street Project. The Trench Frame and Grate must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
80	LF	12" Wide Trench Frame and Grate Watts – Dead Level DX-GF DI-ADA Ductile Iron ADA	\$87 per LF \$6960 Total

Company Name: Fortiline

Address: 11200 Seagoville Road

Phone: 214 462 2839

Quoted By Whistle Maza

Date 1/5/18

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of a Trench Frame and Grate for the Texas Capital Fund Main Street Project. The Trench Frame and Grate must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
80	LF	12" Wide Trench Frame and Grate Watts – Dead Level DX-GF DI-ADA Ductile Iron ADA	99.00 a foot

Total: 7,920.00

Company Name: Ferguson Waterworks
Address: 10077 N. university Dr. McKinney, Tx 76070
Phone: (903) 508-6341
Quoted By: Ryan Reed
Date: 12/26

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the furnishing of a Trench Frame and Grate for the Texas Capital Fund Main Street Project. The Trench Frame and Grate must comply with the City of Farmersville standards as shown in the attached document.

Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
80	LF	12" Wide Trench Frame and Grate Watts – Dead Level DX-GF DI-ADA Ductile Iron ADA	89.50 per foot

Company Name: Underground Utility Supply

Address: 3815 S Eastman Rd

Phone: 903-757-2121

Quoted By James Taylor

Date 12/28/17

If you should have any questions please contact me at 972-784-7777.

Sincerely,
Jacob Dupuis
Daniel & Brown, Inc.

Agenda Section	Regular Agenda
Section Number	IV.F
Subject	Consider, discuss and act upon placement and costs of sewer line at Summit Addition 2.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. Plat for Summit Addition 2 2. Plat for Summit Addition 3. Cost Estimate and placement of sewer
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Sandra Green

From: Matthew Boley <Matt@dbiconsultants.com>
Sent: Friday, January 19, 2018 9:39 AM
To: Sandra Green
Cc: Ben White
Subject: Summit Street Sewer Line Costs
Attachments: OVERALL.pdf

Sandra,

See attached layout of the proposed sewer line on Summit Street.

My estimated costs are:

Item	Quantity	Unit	Cost	Total
4' Dia MH	2	Ea.	\$4,000.00	\$ 8,000.00
6" PVC Sewer Line	264	L.F.	\$ 30.00	\$ 7,920.00
Clean Out w/ Cap	1	Ea.	\$ 200.00	\$ 200.00
			Total:	\$16,120.00

Please let me know if you have any questions.

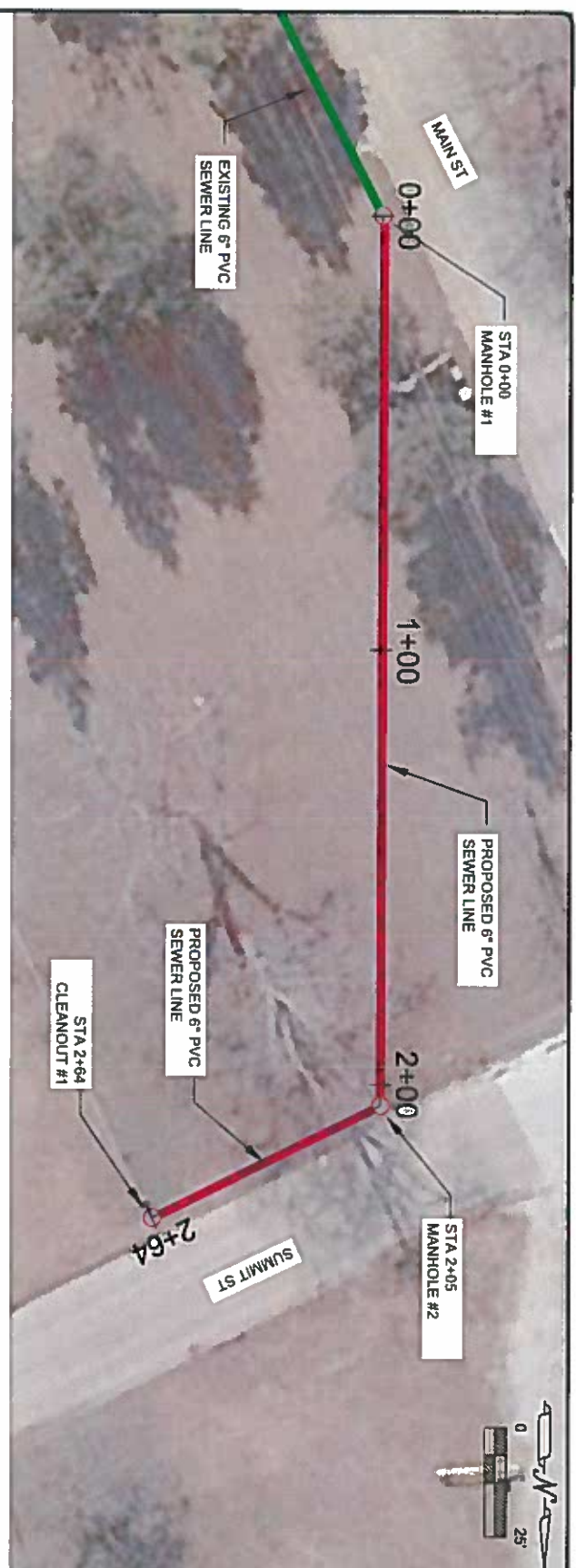
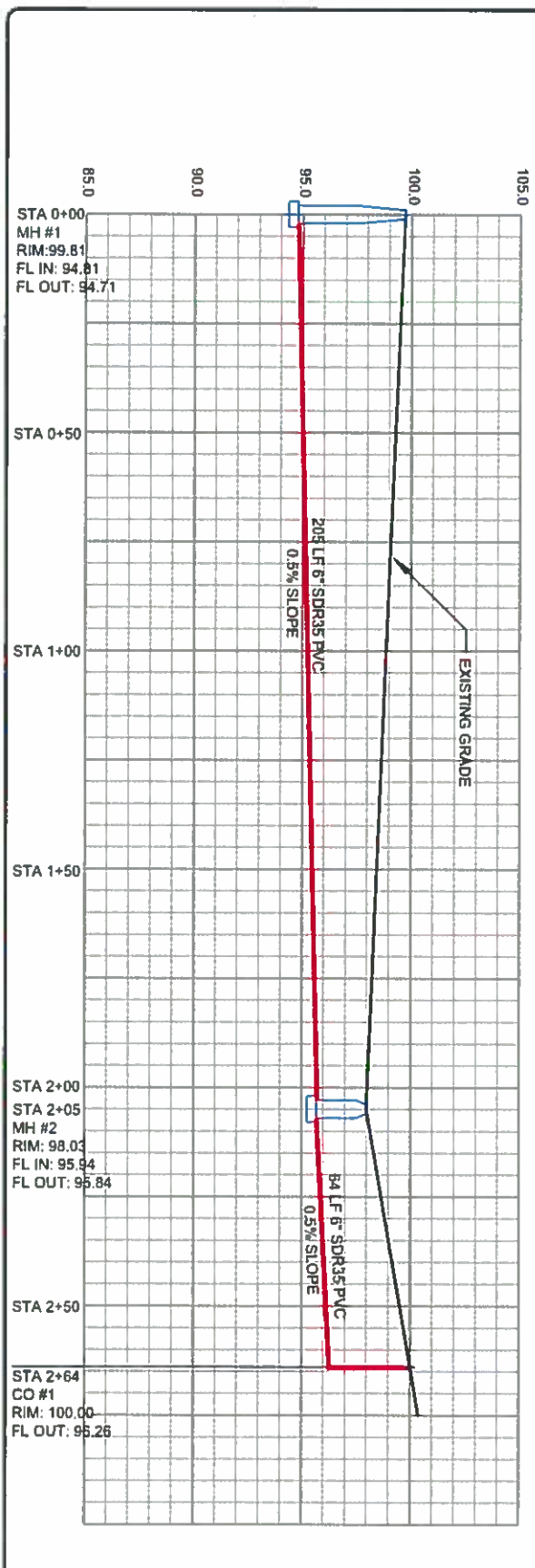
Thanks,
Matt

Matthew Boley, P.E.

DBI Engineers

Office: 972-784-7777 Cell: 254-624-2261

matt@dbiconsultants.com



SHEET 1 OF 1	SEWER LINE & MANHOLE IMPROVEMENTS FOR CITY OF FARMERSVILLE COLLIN COUNTY, TEXAS	<div style="display: flex; align-items: center; justify-content: center;"> <div style="background-color: #800000; color: white; padding: 10px; margin-right: 10px;"> <div style="font-size: 2em; font-weight: bold; margin: 0;">DBI</div> <div style="font-size: 0.8em; font-weight: bold; margin: 0;">ENGINEERS</div> </div> <div> Daniel & Brown Inc. 118 McKinney St. P.O. Box 606 Farmersville, Texas 75442 Phone 972-784-7777 www.DBIConsultants.com </div> </div>	
	OVERALL SITE PLAN	<small>DESIGNED: E.W.D. DATE: 10/26/17</small> <small>DRAWN: M.K.W. REVISION:</small> <small>FILE: N:\Farmersville City on SS SUMMIT ST 10-17\overall</small>	<small>FIRM REGISTRATION NO.: F-002225</small>

Agenda Section	Regular Agenda
Section Number	IV.G
Subject	Discussion regarding the timeline of review and approval of the Comprehensive Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Timeline
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Comprehensive Zoning and Subdivision Ordinance Timeline of Events

- 1-22-18 P&Z Meeting – Discuss schedule of events
- 1-23-18 CC Meeting – Discuss schedule of events
- 2-26-18 P&Z Workshop – Review and make any changes to both documents (Kimley-Horn will attend meeting to answer questions)
- 3-5-18 P&Z Special Meeting – Public Hearing/P&Z Approval (Kimley-Horn will attend meeting to answer questions)
- 3-13-18 CC Meeting – Public Hearing/Review and make any changes to both documents (Kimley-Horn will attend meeting to answer questions)
- 3-27-18 CC Meeting – Approval after any changes (Kimley-Horn will attend if necessary)

Comprehensive Plan Timeline of Events

- | | |
|--------------|--------------------------------------------------|
| Feb. – May | Section review with City Council and City Boards |
| May – July | Public workshop for citizen review |
| Aug. | Public workshop for full document |
| Sept. – Oct. | Planning & Zoning and City Council approval |

Agenda Section	Regular Agenda
Section Number	IV.H
Subject	Discussion regarding Main Street Grant #7216322 ADA plans.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Main Street Sidewalk Project Plan Sheets
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, AND PARKING IMPROVEMENTS**
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS



Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone 972-784-7777
www.DBIConsultants.com
Firm Registration No.: F-002225

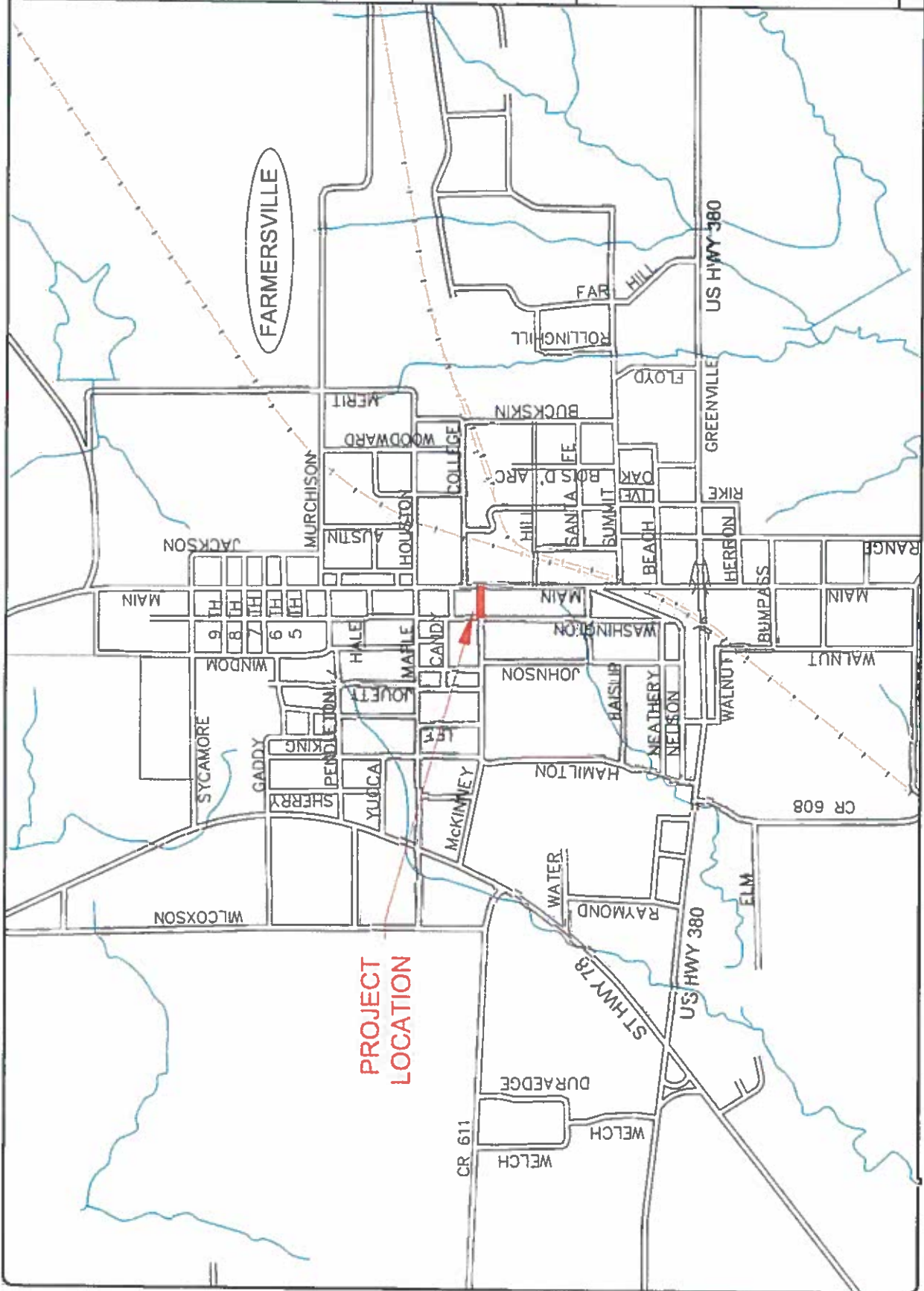


TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

VICINITY MAP



DESIGNED & W.D. DATE 7/27/17
DRAWN M.K.W. REVISION 14/18
FILE: N:\Farmersville City of\SWLK Main St Capital Fund-08181\WACAD\Drawn REV
F-002275
FINAL REGISTRATION NO.:
Daniel & Brown Inc.
118 McKinney St.
Farmersville, Texas 75442
Phone 972-784-7777
www.DBiconsultants.com



GENERAL NOTES:

1. SAW CUT EXISTING STREET AND/OR DRIVEWAY PAVING AND SIDEWALKS WHERE NECESSARY AND REPLACE TO PROVIDE SMOOTH TRANSITION TO EXISTING AND PROPOSED GRADES. CONCRETE SHALL BE CUT AT EXISTING SCORE LINES OR JOINTS TO PROVIDE NEAT VERTICAL JOINT. PAVING REPAIRS SHALL BE IN ACCORDANCE WITH TxDOT PAVEMENT REPAIR STANDARD SPECIFICATIONS AND DRAWINGS.
2. SIDEWALK SHALL BE INSTALLED ON BACK OF CURB UNLESS OTHERWISE SPECIFIED.
3. CURB AND GUTTER SHALL BE REMOVED AND REPLACED WHERE SPECIFIED ON PLAN SHEETS.
4. SIDEWALK SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MINIMUM CROSS SLOPE THAT PREVENTS WATER FROM POOLING.
5. SIDEWALK SHALL HAVE A MAXIMUM SLOPE OF 5% IN THE DIRECTION OF TRAVEL.
6. SIDEWALK SHALL BE 5 FT IN WIDTH WHEN OFFSET FROM CURB AND 6" WHERE ADJACENT TO CURB, EXCEPT FOR WHERE SPECIFIED BY ENGINEER.
7. ALL CURB RAMPS MUST HAVE A MIN 5' LANDING, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
8. WHEN POURING CONCRETE AROUND OBSTRUCTIONS IN SIDEWALK PATH, SIDEWALK SHALL HAVE A MINIMUM 3 FT OF CLEARANCE ON ONE SIDE.
9. SIDEWALK SHALL BE CLASS "A" 3000 PSI CONCRETE UNLESS OTHERWISE SPECIFIED.
10. PROPOSED SIDEWALK DRIVEWAY TO EXISTING GRADE AND TO SMOOTH ANY UNEVEN GRADES OR HOLES CAUSED DURING CONSTRUCTION. MAXIMUM TRANSITION SLOPE IS 4:1.
11. ANY FILL DIRT USED SHALL BE CLEAN TOPSOIL FREE OF ROCKS AND DEBRIS, EXCEPT WHERE OTHERWISE NOTED.
12. ALL UTILITIES IN THE PATH OF NEW SIDEWALK CONSTRUCTION SHALL BE RELOCATED BY OWNER ADJACENT TO THE CONSTRUCTION AREA, OR UNDER SIDEWALK WHERE ALLOWABLE. ALL OTHER OBSTACLES IN SIDEWALK SHALL BE REMOVED BY CONTRACTOR.
13. ALL GRASS DISTURBED DURING CONSTRUCTION AND GRADING SHALL BE REPLACED WITH SOO. PER ITEM 162.
14. ALL PAVEMENT MARKINGS DISTURBED DURING CONSTRUCTION SHALL BE REPAINTED TO MATCH EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO, FIRE LANE MARKINGS, NO PARKING ZONES, ETC.
15. PROVIDE TRAFFIC CONTROL PLAN AS SPECIFIED USING TxDOT STANDARDS.
16. INSTALL SIDEWALK TREATMENT AT ALL DRIVEWAYS AND ALLEYS ACCORDING TO DETAILS. SEE DETAIL "SIDEWALK TREATMENT AT DRIVEWAYS".
17. SIDEWALKS, CURBS AND GUTTERS, DRIVEWAYS, AND EARTHWORK MUST BE PROPERLY GRADED TO DRAIN AND PREVENT WATER FROM POOLING.
18. ALL SIDEWALKS, RAMPS, AND CURB RAMPS SHALL COMPLY WITH ADA AND TAS REQUIREMENTS FOR ACCESSIBLE ROUTES.
19. ALL CURB REPLACEMENTS SHALL GRADE TO DRAIN. PROPOSED CURB WILL BE ESTABLISHED BY THE CONTRACTOR AND VERIFIED BY THE ENGINEER PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STREET REPAIR TO MATCH NEW CURB ELEVATIONS AND TO PROVIDE FOR PROPER DRAINAGE.
21. TO MINIMIZE POTENTIAL DAMAGE TO HISTORIC STRUCTURES AND MATERIALS, CONTRACTOR TO SAW CUT EXISTING SIDEWALK 8 TO 12 INCHES AWAY FROM THE HISTORIC STRUCTURE. CANOPY SUPPORTS, FENCE, OR RETAINING WALL.
22. CONTRACTOR TO CONSTRUCT NEW SIDEWALK NEXT TO THE SAW CUT EDGE WITH INSTALLATION OF EXPANSION JOINT IN BETWEEN. IF EXISTING SIDEWALK IS TO BE REMOVED ENTIRELY, THE REMAINING 8 TO 12 INCHES NEXT TO THE HISTORIC STRUCTURE, CANOPY SUPPORTS, MATERIAL FENCE, OR RETAINING WALL WILL BE REMOVED BY HAND. EXPANSION JOINT TO BE PLACED BETWEEN HISTORIC STRUCTURE, CANOPY SUPPORT, MATERIAL FENCE, OR RETAINING WALL AND NEW SIDEWALK.
23. CONTRACTOR IS RESPONSIBLE FOR PREVENTING DAMAGE TO HISTORIC STRUCTURE, CANOPY SUPPORTS AND THEIR AWNING, MATERIALS, FENCES, RETAINING WALLS, INCLUDING GARDEN ELEMENTS (PLANTING BEDS, PLANTINGS) DURING THE ENTIRE CONSTRUCTION PROJECT. ESPECIALLY DURING REMOVAL OF EXISTING PAVEMENT, CURB, OR SIDEWALK. DURING THE SAW CUT AND HAND REMOVAL PROCESS, CONTRACTOR WILL EXERCISE UTMOST CAUTION AND WILL PHYSICALLY PROTECT HISTORIC STRUCTURE FOUNDATION, CANOPY SUPPORTS, MATERIALS, ELEVATIONS, ENTRYWAYS WITH DECORATIVE FLOORING, FENCES, RETAINING WALLS, AND LANDSCAPE ELEMENTS.
24. CONTRACTOR TO REPAIR OR REPLACE IN KIND, AT HIS OWN EXPENSE, ANY HISTORIC MATERIALS DAMAGED IN THE COURSE OF EXECUTING THE WORK. CONTRACTOR IS RESPONSIBLE FOR LOCATING REPLACEMENT SOURCE FOR HISTORIC MATERIALS DAMAGED IN THE COURSE OF THE WORK. TEXAS HISTORICAL COMMISSION TO BE INFORMED OF DAMAGE AND PROPOSED REPAIRS PRIOR TO EXECUTION OF REPAIR WORK.

PARKING QUANTITIES			
LOCATION	TOTAL PARKING SPACES	TOTAL ACCESSIBLE SPACES	VAN ACCESSIBLE SPACES
1	123	6	4
2	47	4	3
3	81	4	4
4	31	5	3
5	32	3	2
6	20	1	0

NOTES:

1. LOCATION 1 INCLUDES PARKING ON MCKINNEY STREET AND MAIN STREET (SHEETS 4 - 6 AND 9 - 11)
2. LOCATION 2 INCLUDES PARKING NORTH OF DOWNTOWN NEAR CANDY STREET AND WASHINGTON STREET (SHEET 16)
3. LOCATION 3 INCLUDES PARKING SOUTH OF DOWNTOWN NEAR WASHINGTON STREET (SHEET 13)
4. LOCATION 4 INCLUDES PARKING NEAR THE ONION SHED (SHEETS 11 AND 17)
5. LOCATION 5 INCLUDES PARKING NEAR MUSEUM ON FARMERSVILLE PARKWAY (SHEET 14)
6. LOCATION 6 INCLUDES PARKING NEAR FARMERSVILLE CITY HALL ON MAIN STREET (SHEET 15)

Daniel & Brown Inc.

118 McKinney St
Farmersville, Texas 75442
Phone 972-784-7777
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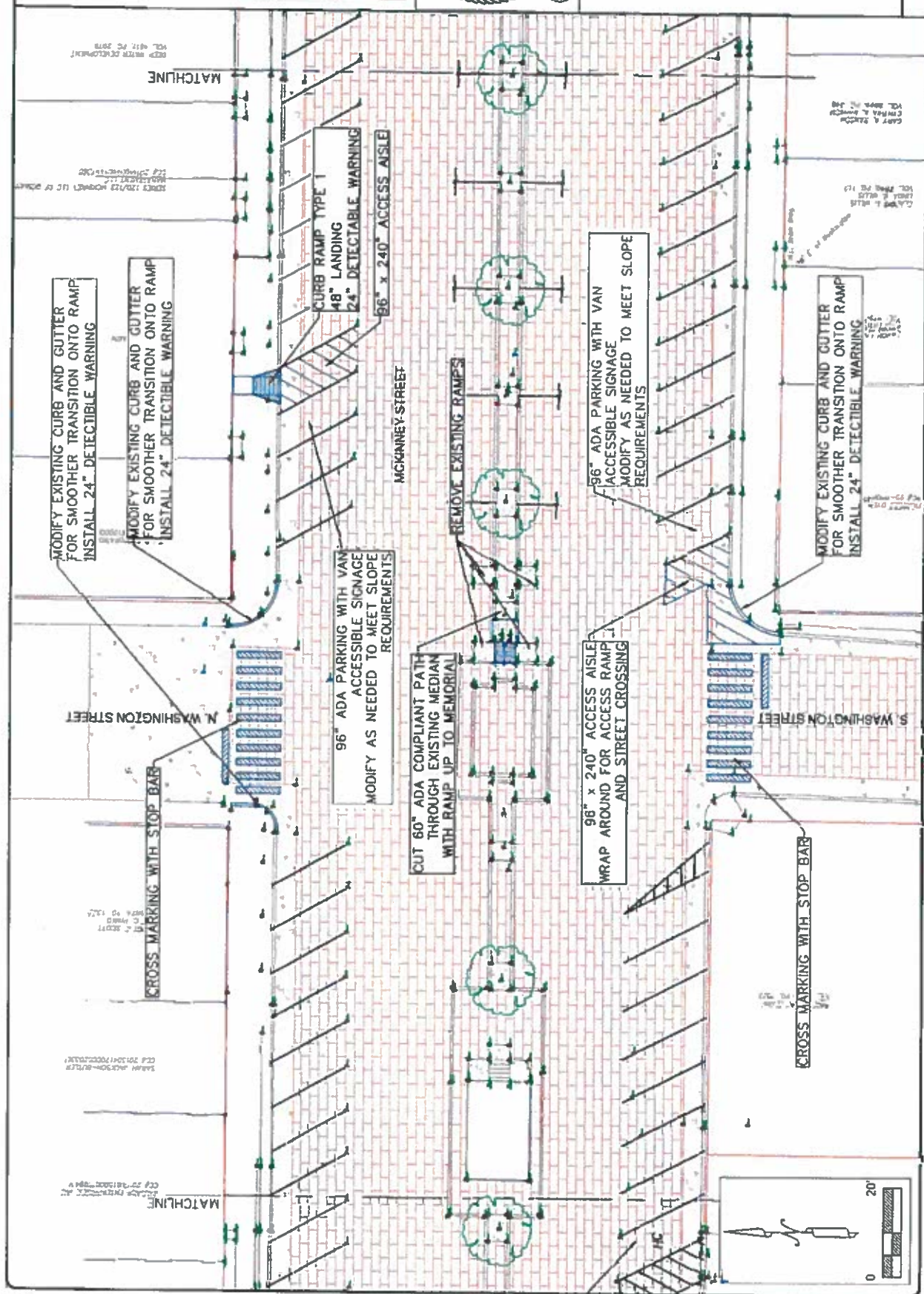


TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
FOR
DRAINAGE IMPROVEMENTS
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

GENERAL NOTES

DBI
ENGINEERS

Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
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DBI ENGINEERS

118 McKinney St.
Farmersville, Texas 75442
Phone 917-784-7777
www.DBIConsultants.com

DATE: 7/27/17
DESIGNED BY: E.W.D.
DRAWN BY: M.K.W.
CHECKED BY: J.L.B.
F-002273
PRD REGISTRATION NO.

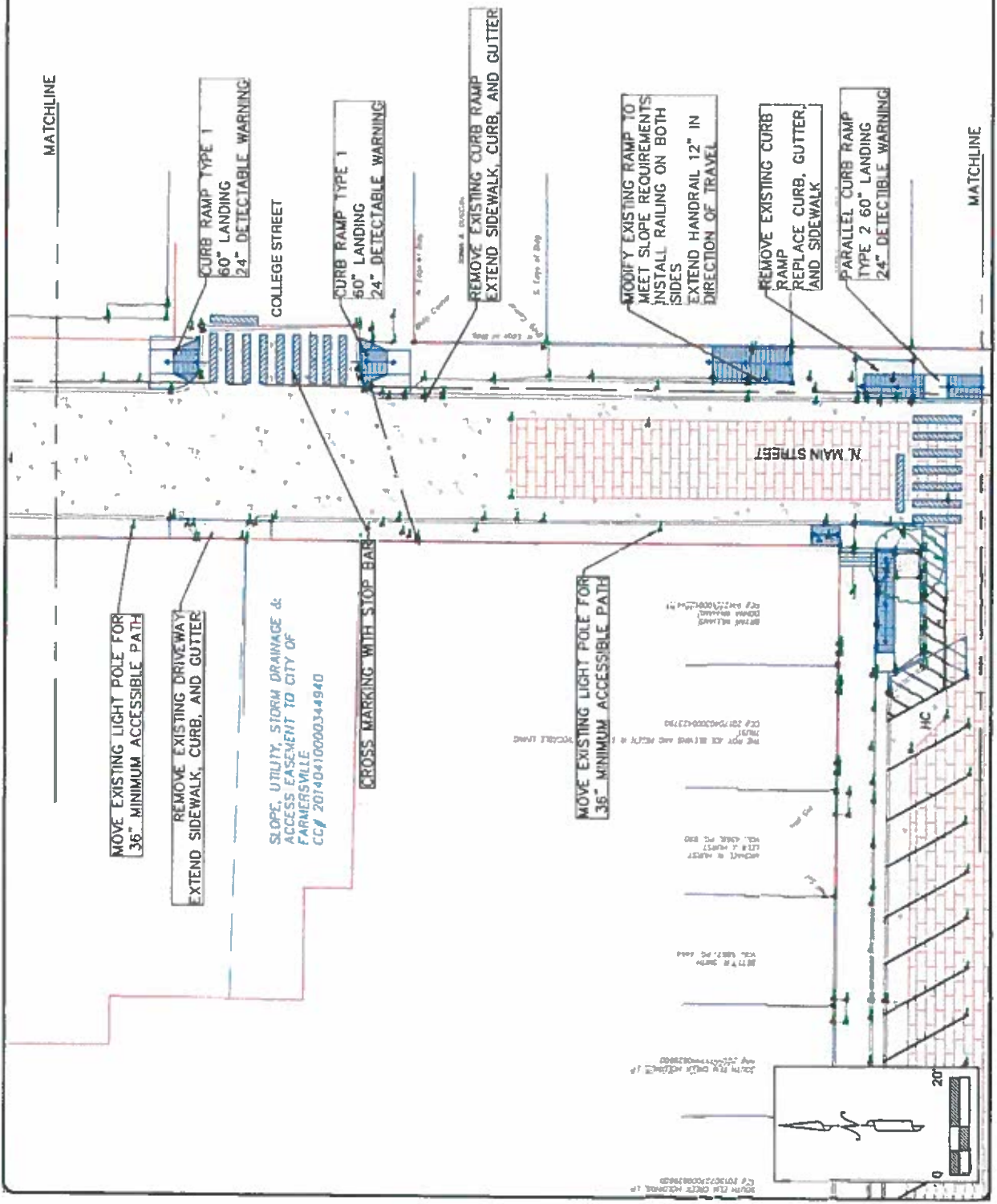
T.E. N. Farmersville City Ordinance Main St Capital Fund 0816/Amended/REV

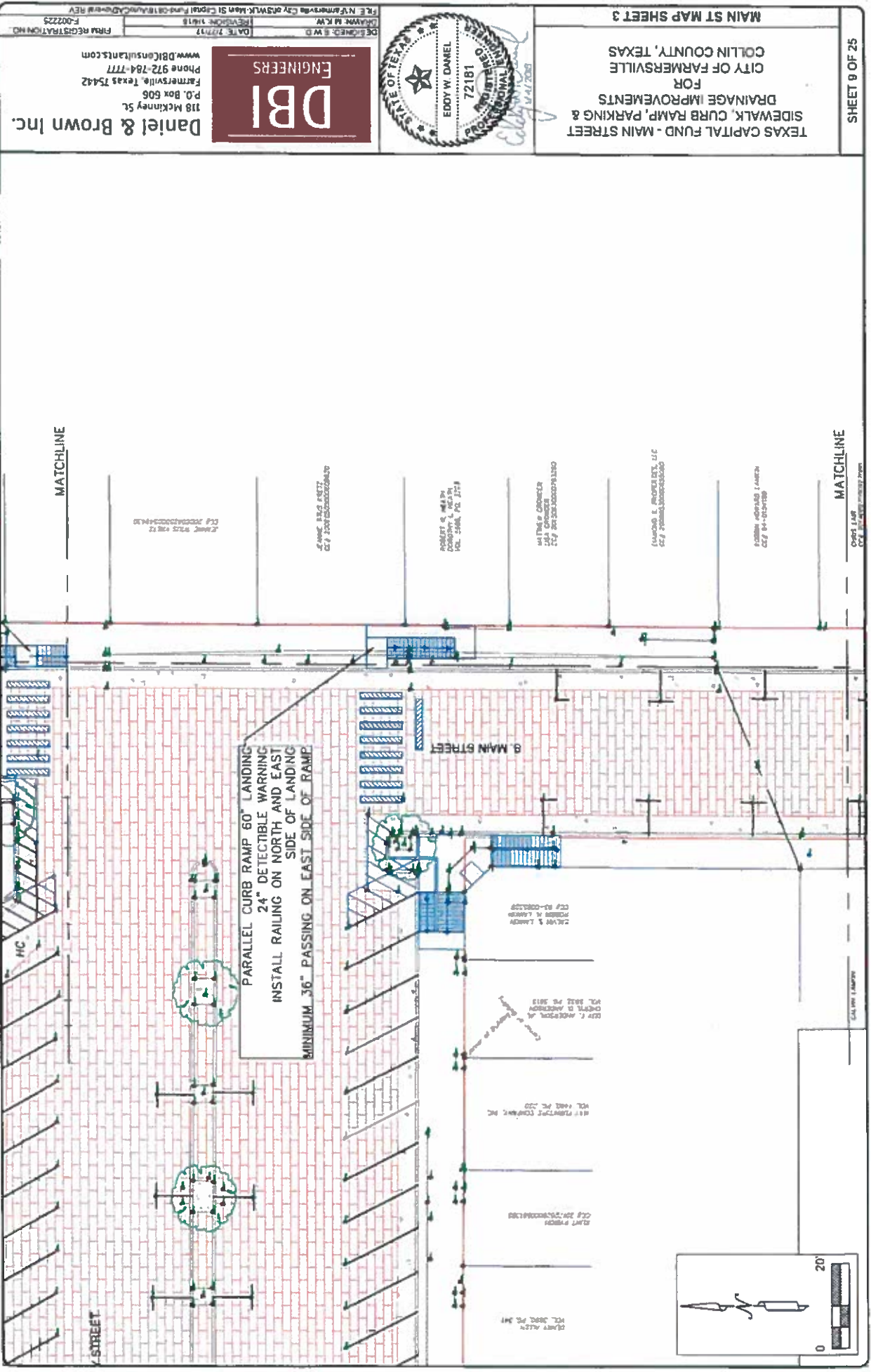


**TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS**

MAIN ST MAP SHEET 2

SHEET 8 OF 25





TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

MAIN ST MAP SHEET 3

DBI ENGINEERS
118 McKinney St.
Farmersville, Texas 75442
Phone 972-784-7777
www.DBIengineers.com

DATE: 7/27/17
DESIGNED BY: W.D.
DRAWN BY: W.D.
CHECKED BY: W.D.
FIRM REGISTRATION NO. F-002225
P.E. N. Farmer, City of Farmersville, Main St Capital Fund-CAD-Rev. REV

STATE OF TEXAS
EDDY W. DANIEL
72181
PROFESSIONAL ENGINEER
EXPIRATION DATE: 04/1/2021

SHEET 9 OF 25

DBI ENGINEERS

Daniel & Brown Inc.

118 McKinney St
Farmersville, Texas 75442
Phone 972-784-7777
www.dbiconsultants.com

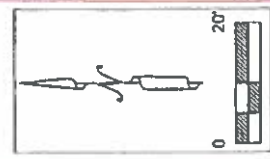
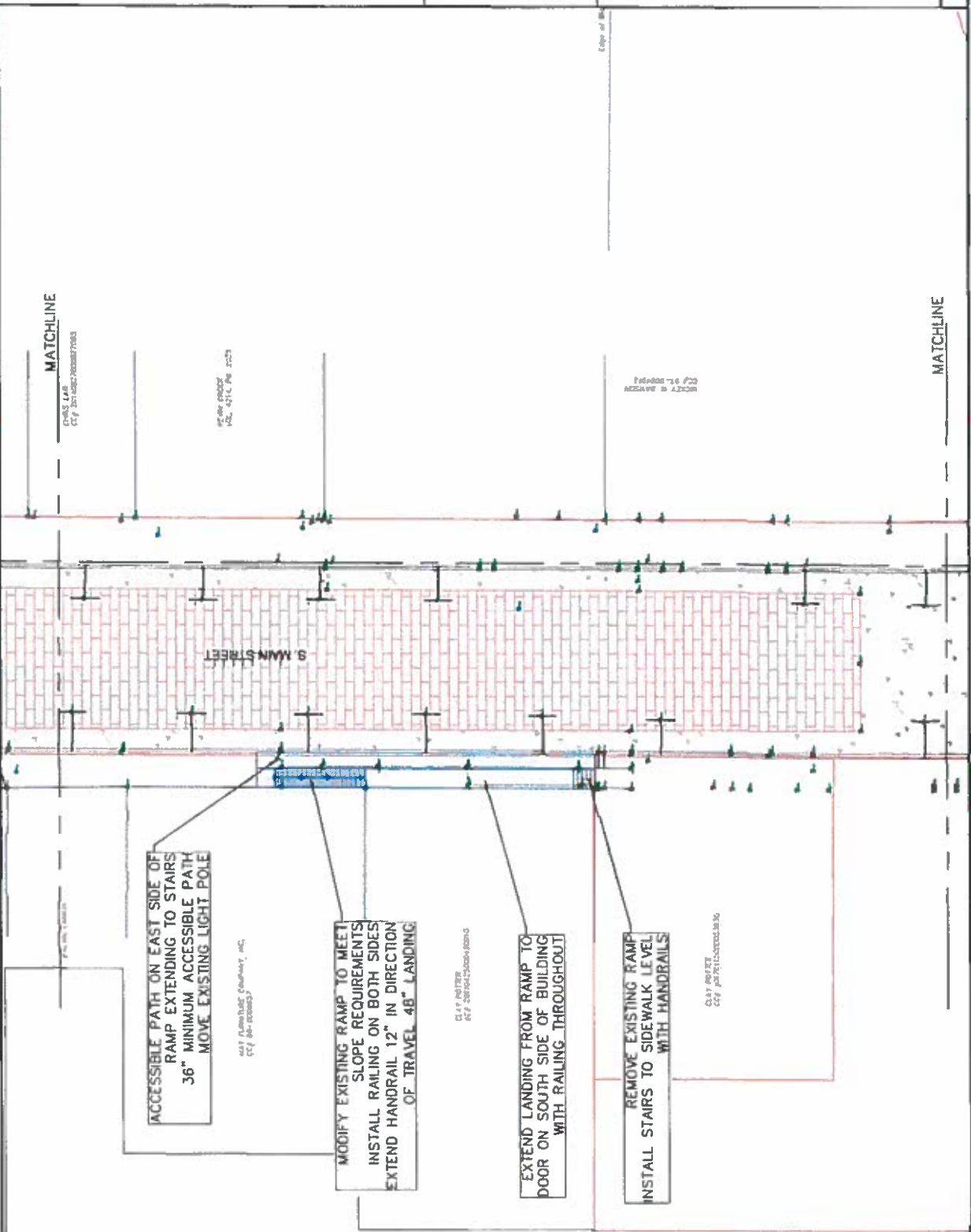
DESIGNED & W.D. DATE: 7/27/17
DRAWN: M.W. REVISION: 1/1/18
FILE: N:\Farmersville City of Farmersville St Capital Fund 0618\A\CD\Drawing REV



MAIN ST MAP SHEET 4

**TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS**

SHEET 10 OF 25



DBI ENGINEERS

118 McKinney St.
Farmersville, Texas 75442
Phone 972-784-7777
www.DBIConsultants.com

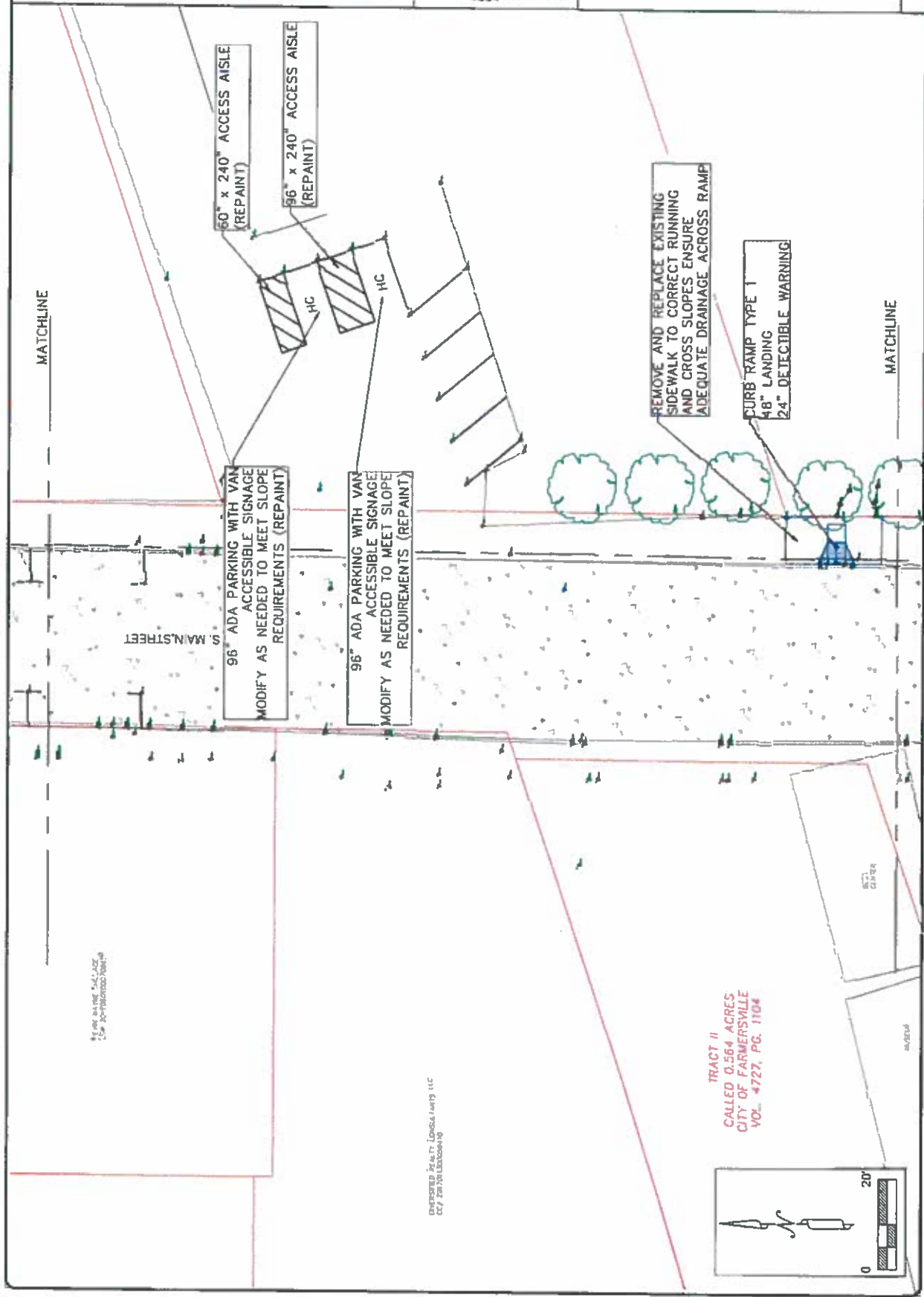
DESIGNED: E.W.D.
DRAWN: M.K.W.
REVISION: 1/24/17
DATE: 7/27/17
#PWA REGISTRATION NO.: 4-000723

DATE: 7/27/17
REVISION: 1/24/17
DRAWN: M.K.W.
DESIGNED: E.W.D.
#PWA REGISTRATION NO.: 4-000723

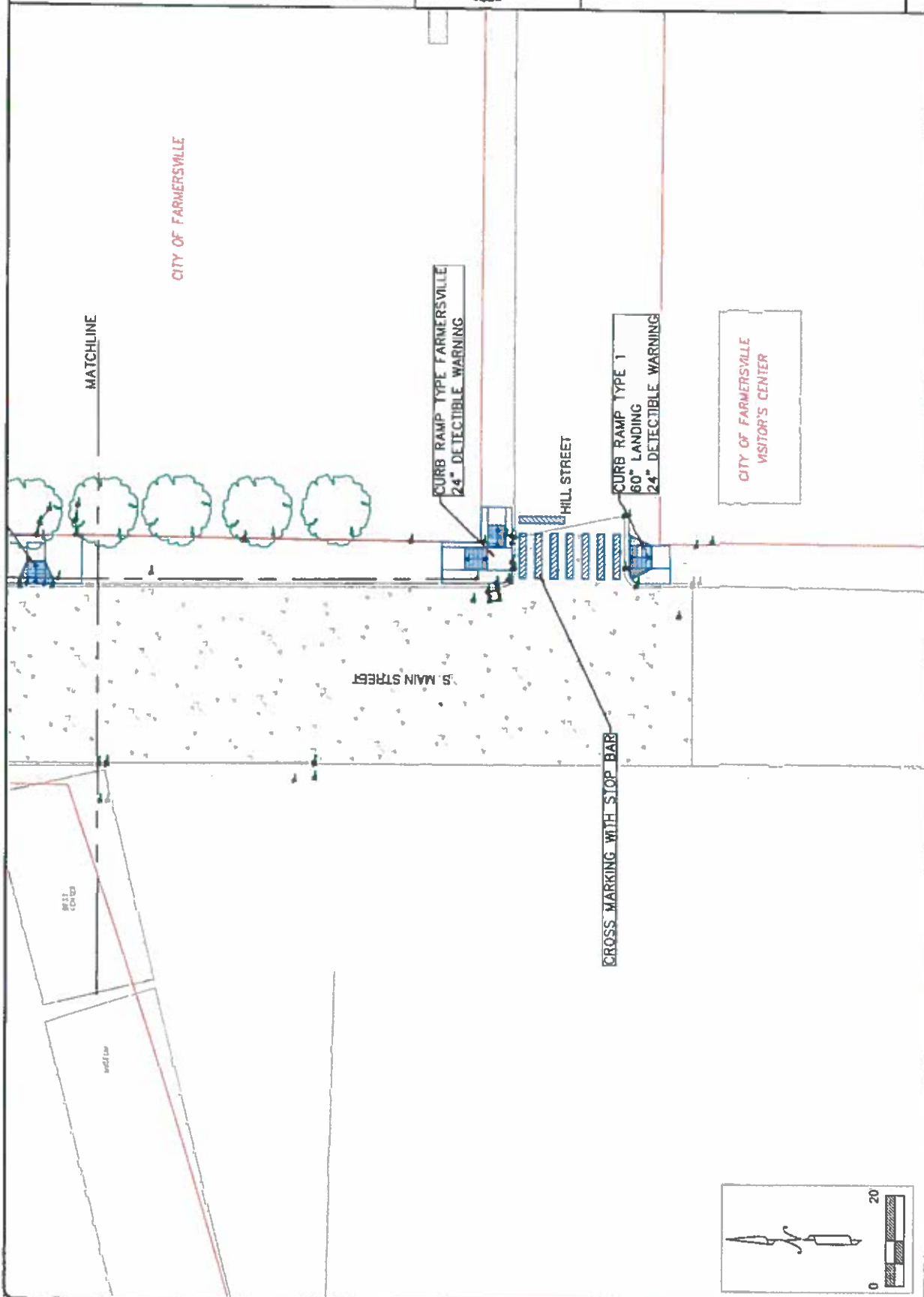


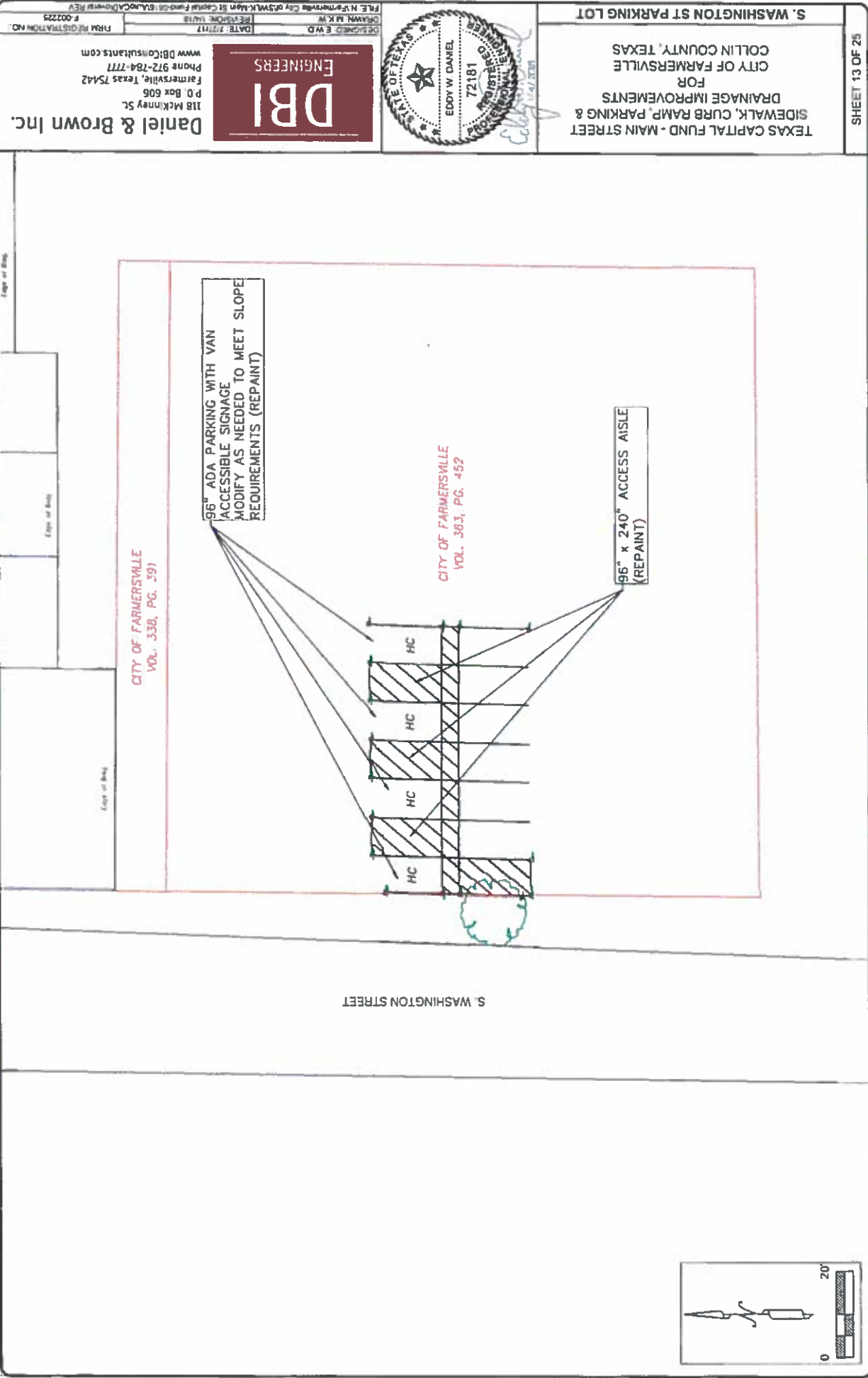
TEXAS CAPITAL FUND - MAIN STREET
 SIDEWALK, CURB RAMP, PARKING &
 DRAINAGE IMPROVEMENTS
 FOR
 CITY OF FARMERSVILLE
 COLLIN COUNTY, TEXAS
 MAIN ST MAP SHEET 5

SHEET 11 OF 25



TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS





DESIGNED & DRAWN BY: EDDY W. DANIEL
DATE: 7/27/17
REVISION: 14/18
FILE NAME: Farmersville City of SWW Main St Capital Fund 08 BA-NOCA-Drawings REV

PROJECT: TEXAS CAPITAL FUND - MAIN STREET SIDEWALK, CURB RAMP, PARKING & DRAINAGE IMPROVEMENTS
FOR: CITY OF FARMERSVILLE
LOCATION: COLLIN COUNTY, TEXAS
STREET: S. WASHINGTON ST PARKING LOT

DBI ENGINEERS
 118 McKinney St.
 Farmersville, Texas 75424
 Phone 972-784-7777
 www.DBIengineers.com

STATE OF TEXAS
 EDDY W. DANIEL
 72181
 PROFESSIONAL ENGINEER
 14/2018

DBI ENGINEERS

Daniel & Brown Inc.

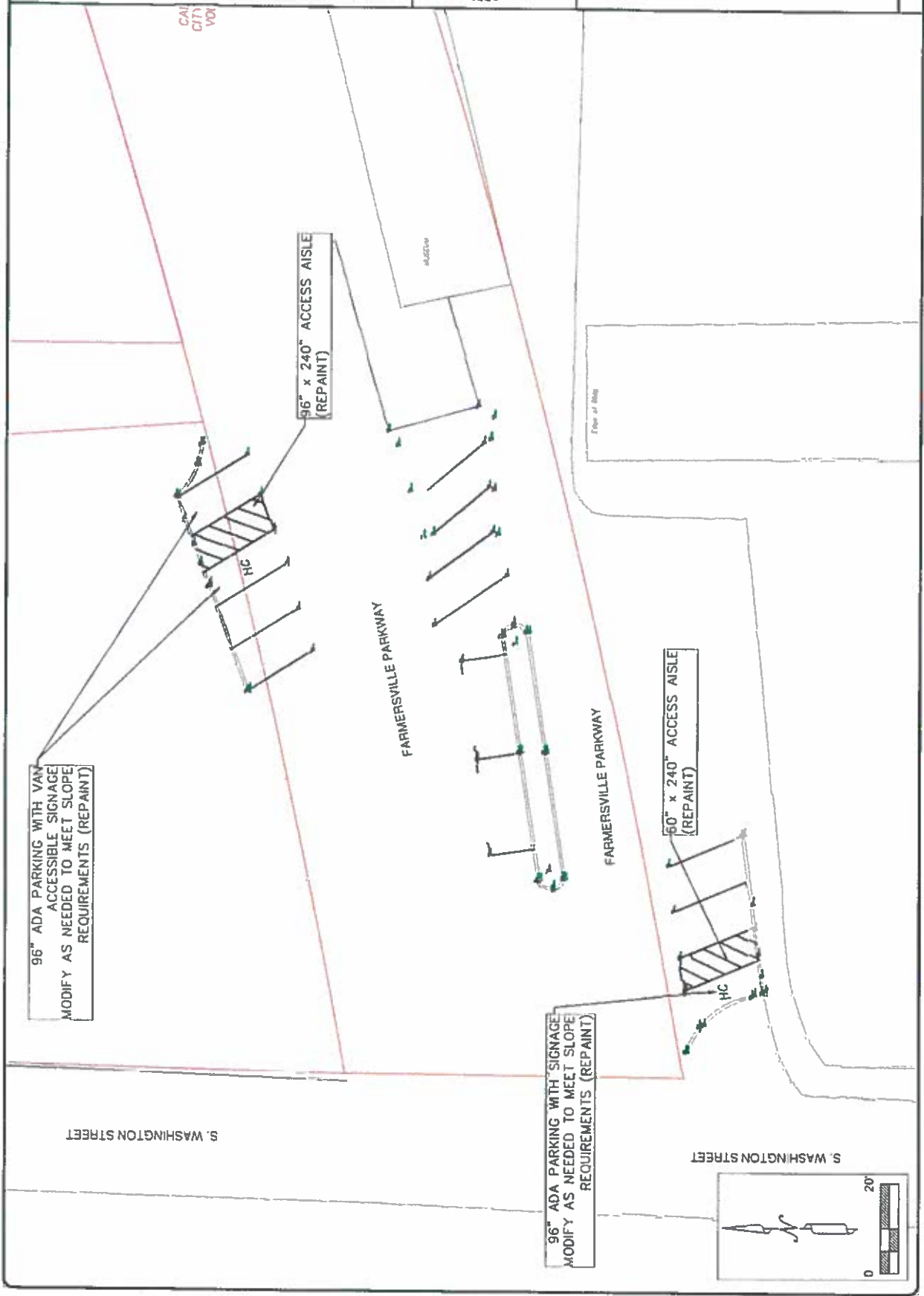
118 McKinney St
P.O. Box 606
Farmersville, Texas 75442
Phone 972.784.7777
www.DBIconsultants.com

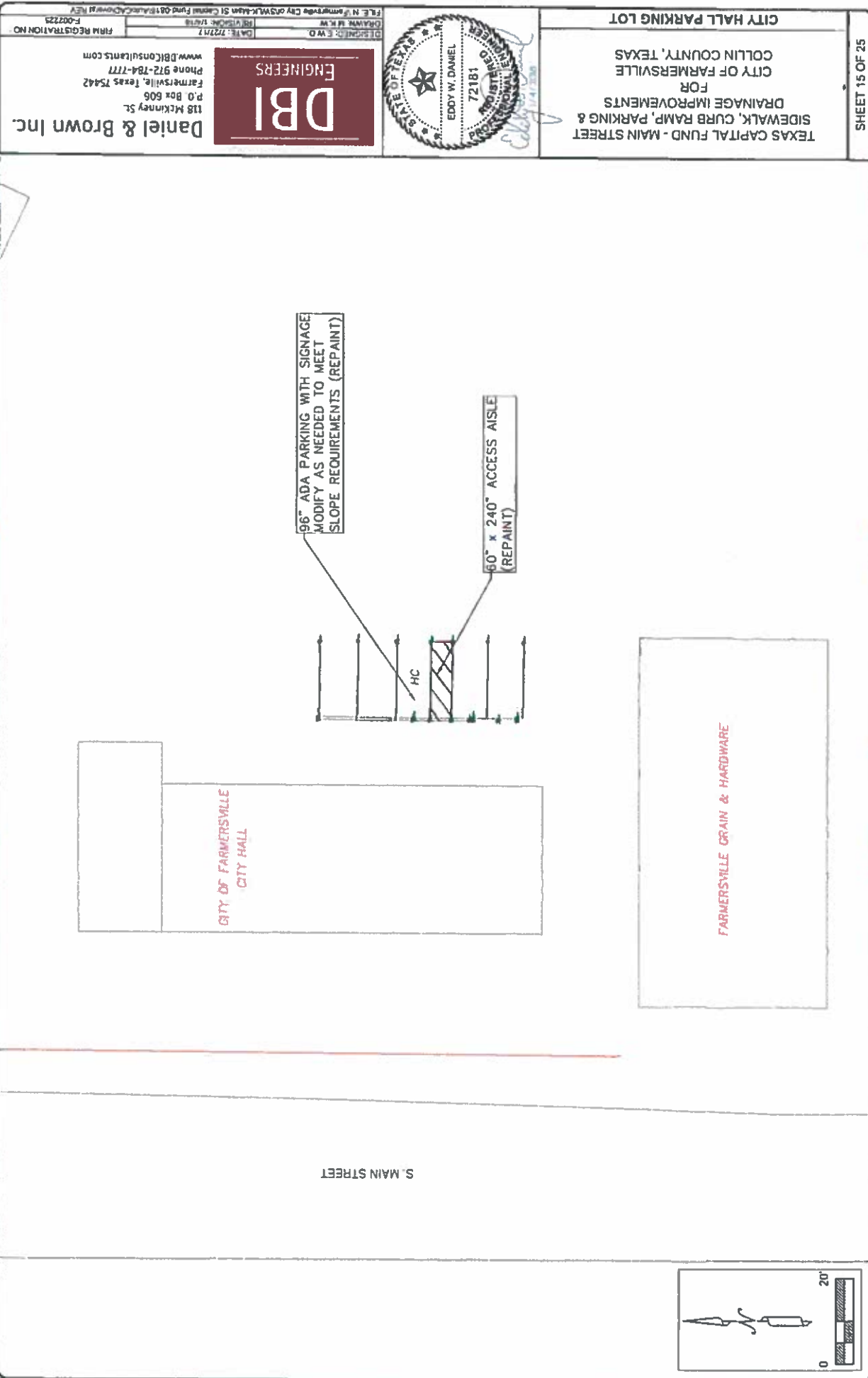
DATE: 7/27/17
DESIGNED: E.W.D.
DRAWN: M.W.
CHECKED: T.H.B.
REV: 01
FILE: H:\Farmersville City of Farmersville St Capital Fund-0818\Drawings\Drawings REV



FARMERSVILLE PKWY PARKING LOT
 TEXAS CAPITAL FUND - MAIN STREET
 SIDEWALK, CURB RAMP, PARKING &
 DRAINAGE IMPROVEMENTS
 FOR
 CITY OF FARMERSVILLE
 COLLIN COUNTY, TEXAS

SHEET 14 OF 25





**TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS**

FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

CITY HALL PARKING LOT

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
EDDY W. DANIEL
72181

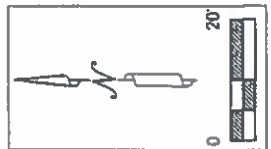
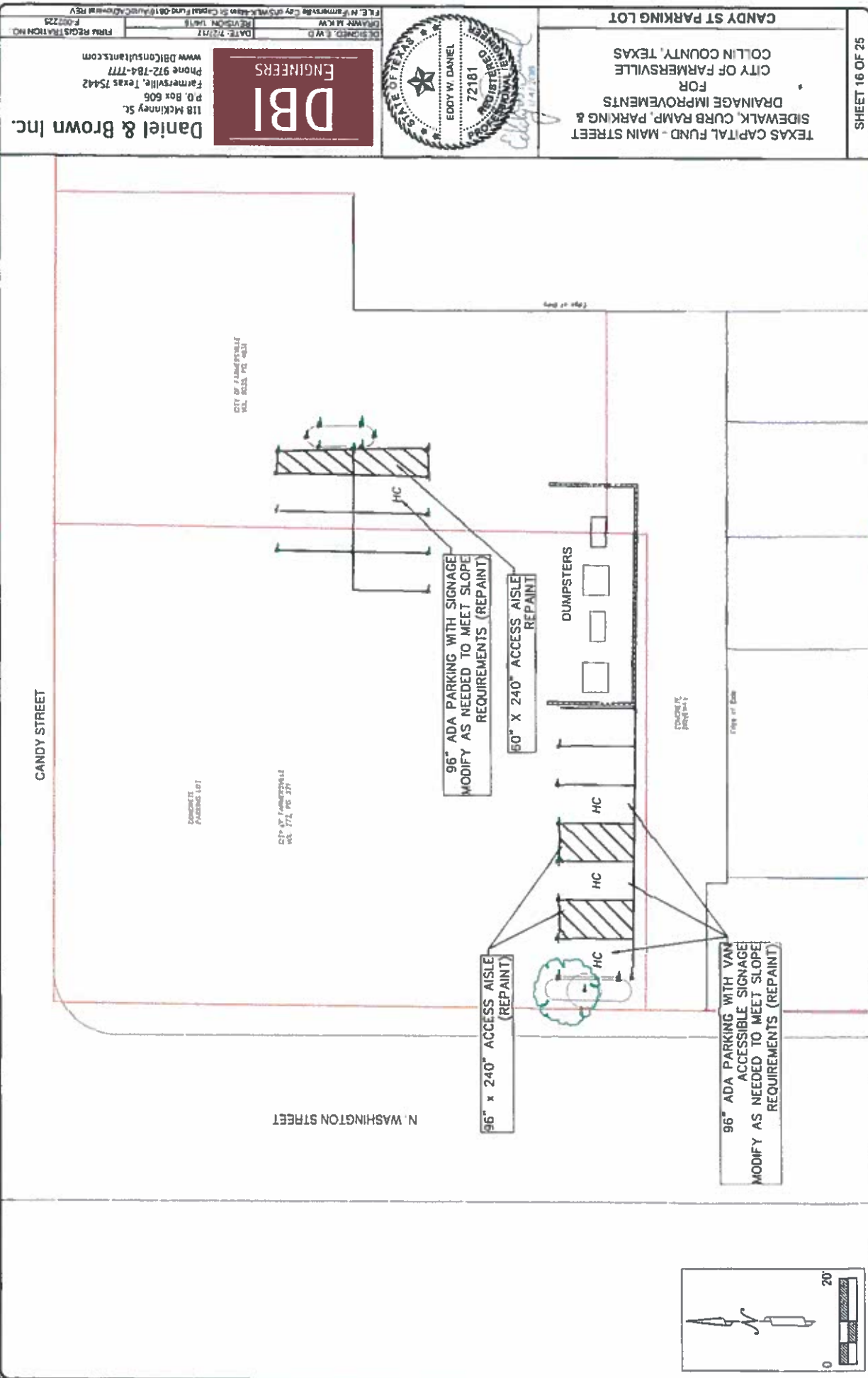
DBI
ENGINEERS

118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone 972-784-7777
www.DBIconultants.com

Daniel & Brown Inc.

DATE: 7/22/17
REVISION: 1/1/18
PROJECT: CITY OF FARMERSVILLE
FILE: N:\Farmersville City of Farmersville St Capital Fund 0818\AutoCAD\Drawings\REV

FIRM REGISTRATION NO. F-007223



DBI ENGINEERS
 118 McKinney St.
 Farmersville, Texas 75442
 Phone 972-784-7777
 www.DBIconsultants.com

STATE OF TEXAS
 EDDY W. DANIEL
 72181
 PROFESSIONAL ENGINEER

DATE: 7/2/17
 REVISION: 1/1/18
 DRAWN: M. K. W.
 CHECKED: E. W. D.
 P.E. & FARMERSVILLE City of Farmersville Capital Fund 0816/Amended/REV

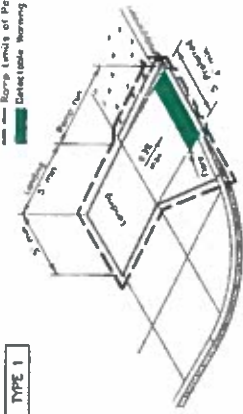
**TEXAS CAPITAL FUND - MAIN STREET
 SIDEWALK, CURB RAMP, PARKING &
 DRAINAGE IMPROVEMENTS
 FOR
 CITY OF FARMERSVILLE
 COLLIN COUNTY, TEXAS**

CANDY ST PARKING LOT

SHEET 16 OF 25

CURB RAMPS - TxDOT PRD-12A NOT TO SCALE

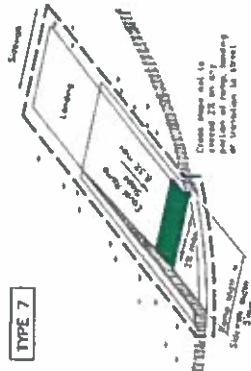
NOTES / LEGEND:
 - Densest planting or
 - non-seeding surface
 - for retention
 - Rump limits of Payment
 - Detectable warning surface



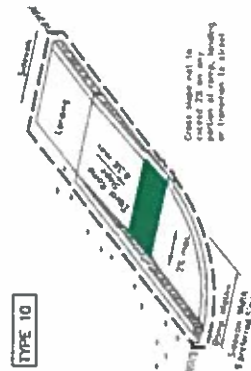
TYPE 1



TYPE 2



TYPE 7



TYPE 10

PERPENDICULAR CURB RAMP

(Use only where water will not pond in the landing.)

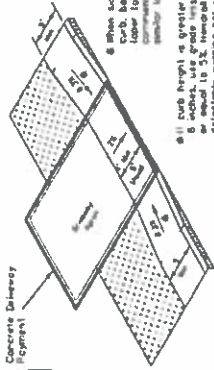
(Sidewalk set back from curb)

(Sidewalk adjacent to curb)

General Notes

1. Initial a curb ramp or blended transition at each pedestrian street crossing.
2. At slopes where the maximum allowable, lesser slopes that will still drain property should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances.
4. 5' x 5' passing area of interest not to exceed 200' are required.
5. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
6. Minimum space at the bottom of curb ramps shall be a minimum of 4' x 4' width contained within the crosswalk and wholly outside the parallel vehicle travel both.
7. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
8. Provide flared sides where the pedestrian transition path crosses the curb ramp. Flared sides shall be at least 10' wide.
9. Curb ramps shall be used only where pedestrian would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
10. Additional information on curb ramp location, design, light reflective value and features may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 60.102.
11. To serve as a pedestrian crossing area, the median should be a minimum of 6' wide. Curb ramps shall be used only where pedestrian would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
12. Street crosswalks, sidewalks, when do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
13. Crosswalk dimensions, crosswalk materials and stop bar locations shall be as shown elsewhere in the plans. All intersections where crosswalk markings are not required, curb ramps shall align with the crosswalk crossing unless otherwise directed.
14. Handrails are not required on curb ramps. Provide curb ramps wherever an acceptable route crosses (pedestrian) a curb.
15. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 Subsection 2.
16. Place concrete at a minimum depth of 5" for ramps, flats and landings, unless otherwise directed.
17. Provide a smooth transition where the curb ramps connect to the street.
18. Curb ramps shall be the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or concrete curb and gutter.
19. Existing features that comply with TAS may remain in place unless otherwise shown on the plan.
20. Curb ramps of adjacent gutters and road surfaces immediately adjacent to the curb ramp and shall be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to exist gutters and streets shall be at the same level.

COUNTER SLOPE OF SURFACES ADJACENT TO CURB RAMPS NOT TO SCALE



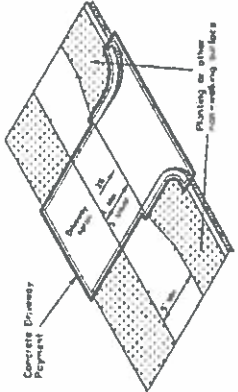
TYPE 3

TYPE 4

TYPE 5

TYPE 6

SIDEWALK TREATMENT AT DRIVEWAYS NOT TO SCALE



TYPE 8

TYPE 9

TYPE 11

Detectable Warning Material

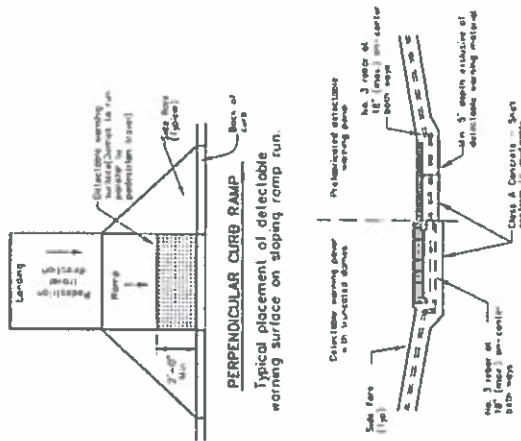
18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the T&E, the surface must extend uniformly with adjoining surfaces, including side flares. Flares and landings on adjacent to the curb ramp shall be at least 5' wide and 5' deep. The detectable warning surface shall be adjacent to the curb ramp, not the sidewalk, unless otherwise directed in the plans.
19. Detectable warning materials must meet T&E Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Initial products in accordance with manufacturer's specification.
20. Detectable warning surfaces must be also installed and set after water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge adjacent to the curb ramp is at the base of curb slope the most of times to be perpendicular to the curb ramp. The detectable warning surface shall be located so that the edge adjacent to the curb ramp is at the base of curb slope the most of times to be perpendicular to the curb ramp.
23. Shaded areas on curb ramp details indicate the appropriate location for the detectable warning surface for each curb ramp type.

Detectable Warning Pavers

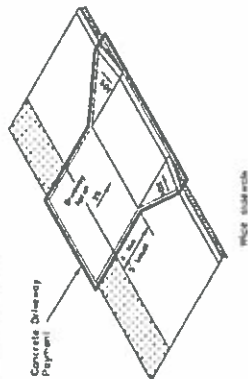
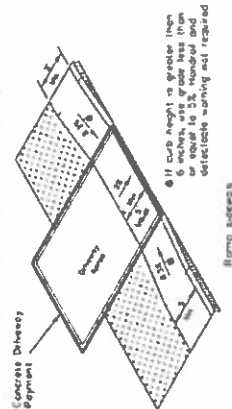
24. Furnish detectable warning pavers meeting all requirements of ASTM C-138, C-131, C-132, and C-133.
25. Lay 6" x 6" units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.



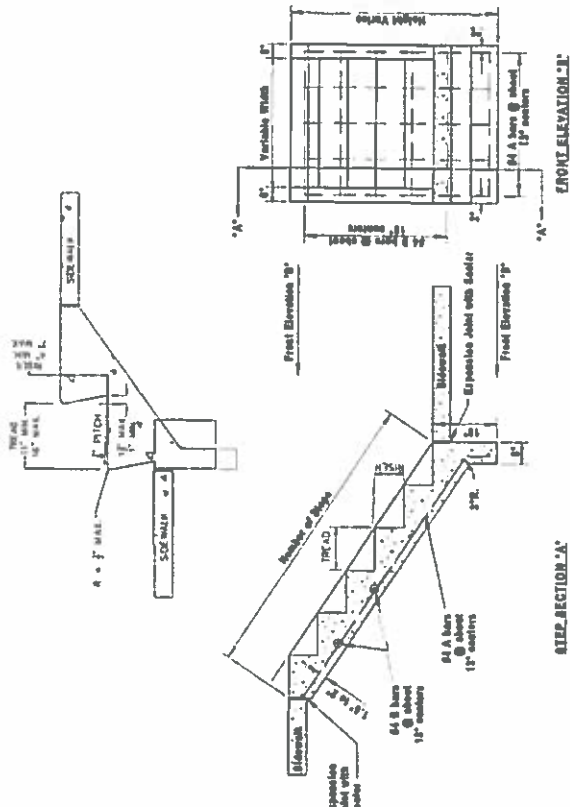
DETECTABLE WARNINGS
NOT TO SCALE



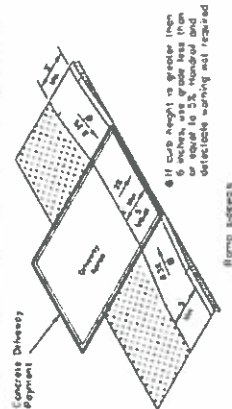
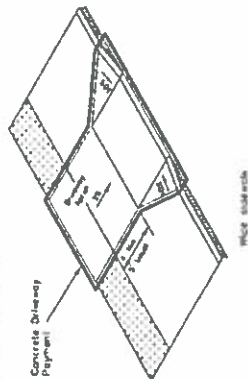
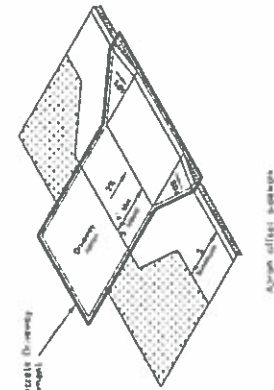
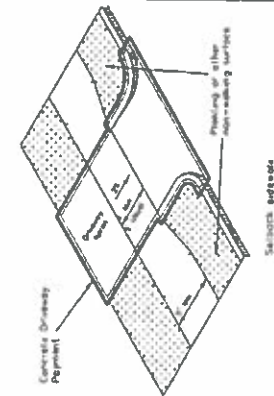
SECTION: CURB RAMP AT DETECTABLE WARNING



CONCRETE STEP DETAILS
NOT TO SCALE



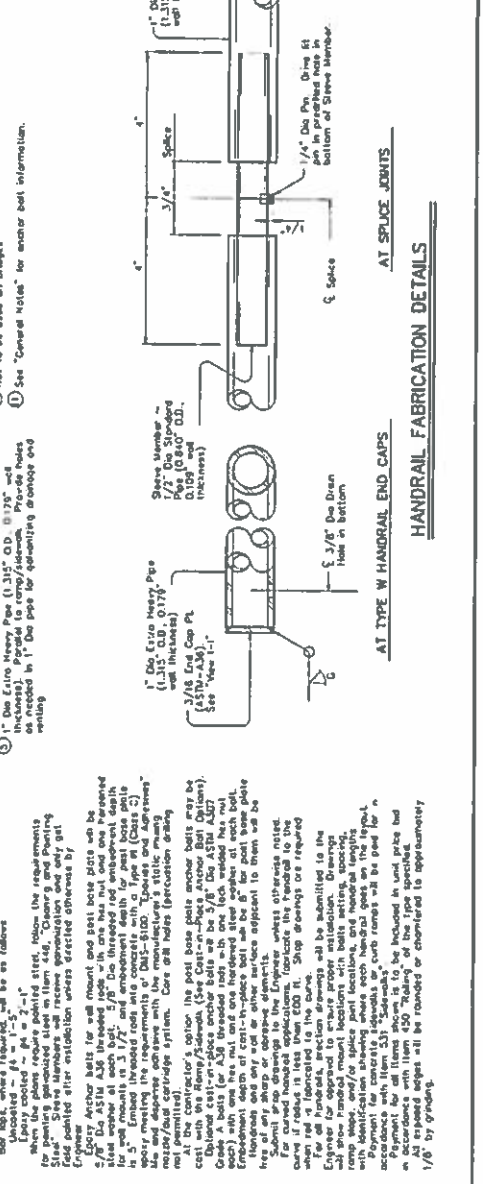
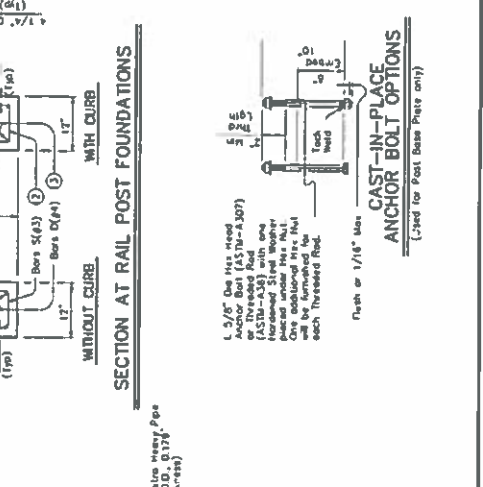
SIDEWALK TREATMENT AT DRIVEWAYS



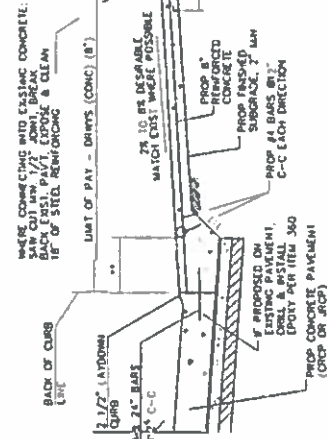
TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
DRAINAGE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

SHEET 20 OF 25

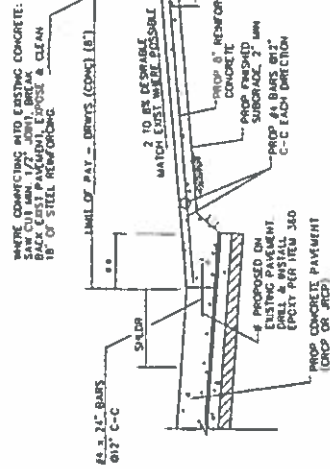
STANDARD DETAIL



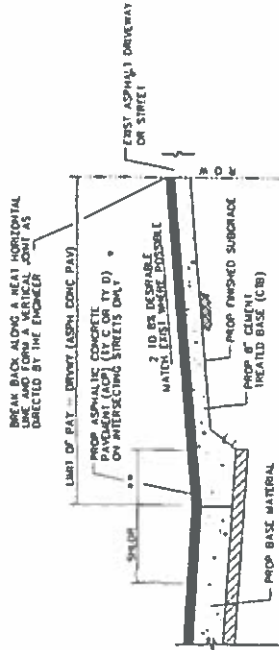
TxDOT DRIVEWAY NOT TO SCALE



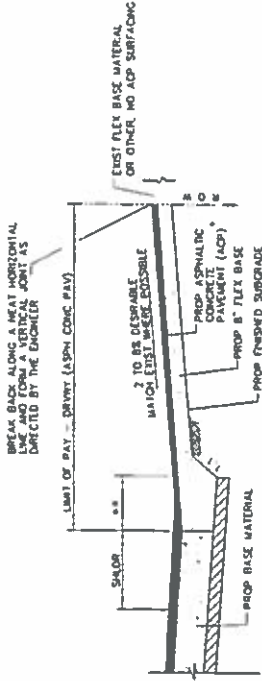
PROPOSED DRIVEWAY DETAIL
REINFORCED CONCRETE AT CONCRETE
CURB AND GUTTER ROADWAY



PROPOSED DRIVEWAY DETAIL
REINFORCED CONCRETE AT CONCRETE ROADWAY



PROPOSED DRIVEWAY DETAIL
ASPHALT W/ PCTB AT ASPHALT ROADWAY



PROPOSED DRIVEWAY DETAIL
ASPHALT W/ FLEX BASE AT ASPHALT ROADWAY

- NOTES:
1. SEE NEXT SHEET FOR DRIVEWAY SLOPES WITH PROPOSED SIDEWALKS.
 2. FOR INTERSECTIONS BUILT WITH CRCP PAVEMENT SEE CRCP DETAIL.

- * FOR STREET INTERSECTIONS REFER TO PLANNING DEPARTMENT FOR INTERSECTION DETAILS FOR REINFORCING STEEL AND SECTION REQUIREMENTS
- ** PROPOSED LIMIT OF ROADWAY BASE AND/OR SUBGRADE

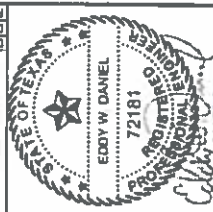
DESIGNED: E.W.D.
DRAWN: M.K.W.
REVISION: 11/1/18
DATE: 7/27/17
FIRM REGISTRATION NO: P-002223

FILE: N:\Farmersville City Ordway-Main St Capital Fund DBA\AUC\Drawings REV

DBI ENGINEERS

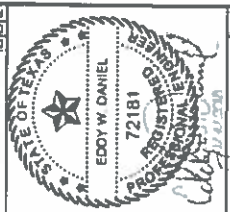
118 McKinney St.
Farmersville, Texas 75442
Phone 972-784-1777
www.DBIconsultants.com

Daniel & Brown Inc.

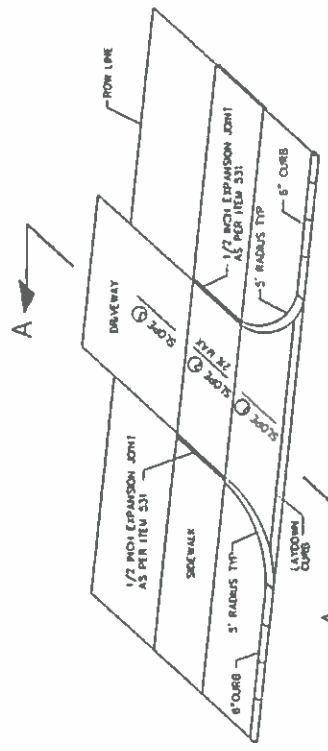


TEXAS CAPITAL FUND - MAIN STREET
SIDEWALK, CURB RAMP, PARKING &
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COLLIN COUNTY, TEXAS

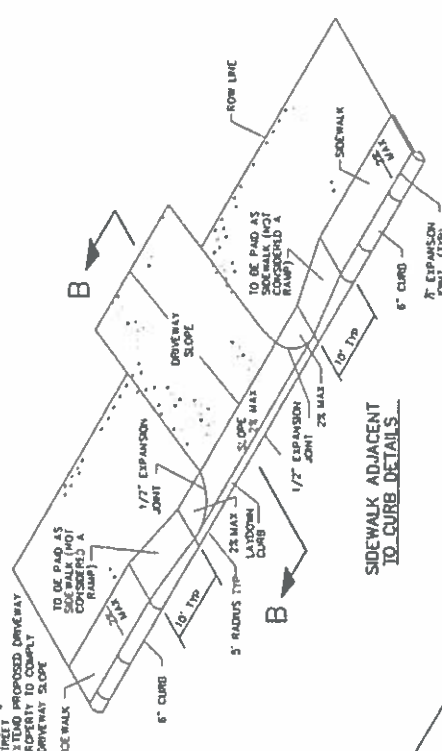
STANDARD DETAIL



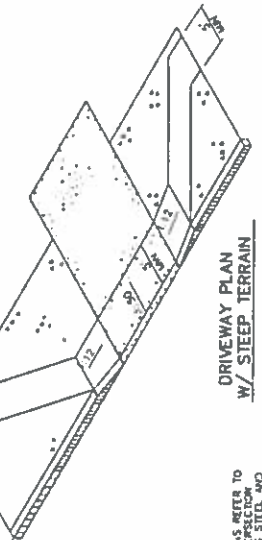
TxDOT DRIVEWAY
 NOT TO SCALE



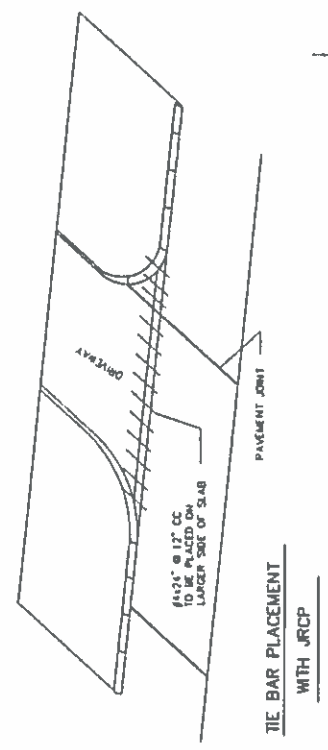
SIDEWALK OFFSET FROM CURB DETAILS



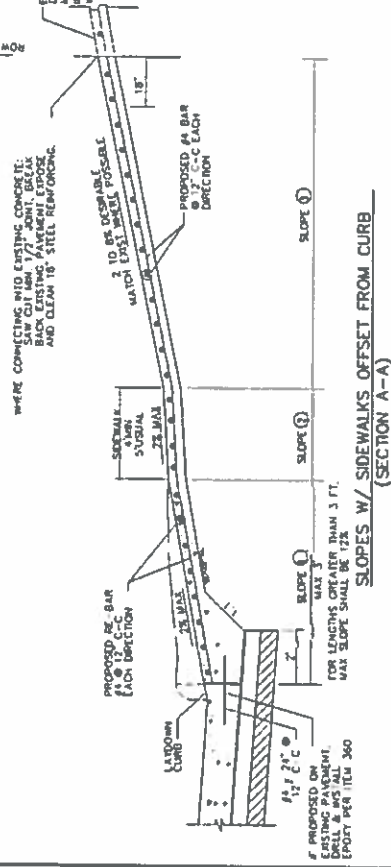
SIDEWALK ADJACENT TO CURB DETAILS



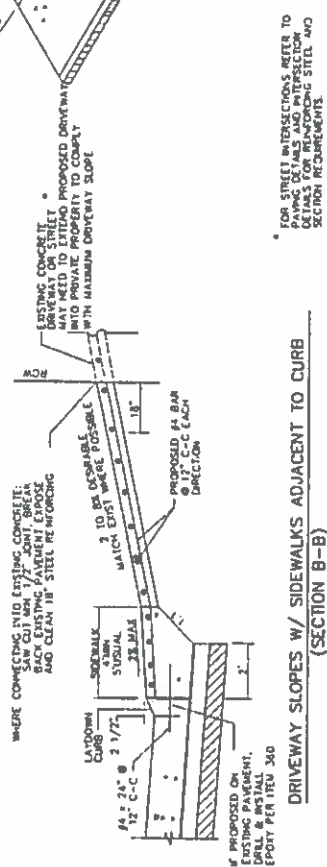
DRIVEWAY PLAN W/ STEEP TERRAIN



TIE BAR PLACEMENT WITH JRCIP



SLOPES W/ SIDEWALKS OFFSET FROM CURB (SECTION A-A)



DRIVEWAY SLOPES W/ SIDEWALKS ADJACENT TO CURB (SECTION B-B)

* FOR STREET INTERSECTIONS REFER TO
 DRAINAGE DETAILS AND INTERSECTION
 SECTION REQUIREMENTS.

Agenda Section	Regular Agenda
Section Number	IV.I
Subject	Consider, discuss and act upon Development Agreement with Big D Concrete.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Development Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

AFTER RECORDING, RETURN TO:

City Manager
City of Farmersville
205 S. Main Street
Farmersville, Texas 75442

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into pursuant to Texas Local Government Code § 212.172 as of this ____ day of _____, 2018, by and between the City of Farmersville, Texas, ("City") and Anani LLC, a Texas limited liability corporation, doing business as Big D Concrete Inc., a Texas corporation (hereinafter referred to as "Owner," whether one or more) on the terms and conditions hereinafter set forth. The City and Owner may hereafter be referred to collectively as the "Parties" or individually as a "Party" from time to time.

WHEREAS, Owner owns certain "Property" defined herein-below that is situated in the extra-territorial jurisdiction of the City ("ETJ"); and

WHEREAS, the Owner desires to obtain water from the City, plat the Property with the City, and annex the Property into the City's corporate limits; and

WHEREAS, the Owner desires to begin construction of its facilities prior to the completion of annexation proceedings; and

WHEREAS, the Owner understands that the City, as a Class A General Law City, does not have the authority to issue permits in the ETJ as a matter of right; and

WHEREAS, the Owner is concerned that permits and inspections obtained by and through Collin County prior to finalization of the annexation of the Property into the City's corporate limits may not satisfy all of the City's building code requirements; and

WHEREAS, Section 212.172 of the Texas Local Government Code specifically authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to, among other things, "authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries"; and

WHEREAS, the Owner desires and hereby requests that the City provide permitting and inspection services for construction performed by Owner in the development of the Property in accordance with the Farmersville Code of Ordinances in the same manner those ordinances are enforced inside the City's corporate limits; and

WHEREAS, the City desires to provide and hereby agrees to provide permitting and inspection services for construction performed by Owner in the development of the Property in accordance with the Farmersville Code of Ordinances in the same manner those ordinances are enforced inside the City's corporate limits; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code in order to address the desires of the Owner and the City; and

WHEREAS, the Parties acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the Term (as defined in Section 7 herein below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County;

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. **Land Subject to Agreement.** The land that is subject to this Agreement is that of approximately 31.458 acres tract of land, more or less, identified as Tract 9 of Abstract A0954 of the W.B. Williams Survey (the "Property").

2. **Petition for Annexation.** Owner hereby agrees to submit a voluntary petition for annexation ("Petition") to the City for consideration by the City Council on or before the 31st day of January, 2018. The City will consider Owner's Petition and institute annexation proceedings in accordance with the requirements of Texas law.

3. **Platting of Property.** Owner hereby agrees to promptly submit a plat of the Property to the City for the City's review and approval and ultimately for recording with Collin County, Texas, in accordance with the requirements of the Farmersville Code (the "Plat"). As a part of said Plat, Owner hereby agrees to dedicate to the City such on-site easements and rights-of-way as may be necessary and required by the Farmersville Code for water, sanitary sewer, storm sewer and roadways to be extended

to and across the Property at no cost to City. Owner also agrees to improve, at no cost to City, that portion of County Road 699 adjacent to, and providing ingress to and from, the Property to a concrete roadway section sufficient to handle Owner's trucks and equipment as well as the City's emergency fire equipment.

4. Extention of Water Line to Property.

a. Upon (1) Owner's submission of the Petition to the City, (2) City's receipt of the Plat together with any and all required on-site easements and rights-of-way, and (3) the Parties' written agreement regarding the conditions and requirements ("Performance Criteria") that must be met by Owner for the extension of a "Water Line," defined herein below, to the Property together with the Owner's provision of a "Letter of Credit" in the amount of the anticipated construction cost of such Water Line assuring the Owner's performance thereof, City will begin the process of obtaining any required off-site easements as may be required to extend water to the Property and cause a water line capable of supporting up to one six-inch (6") diameter water meter to be designed and constructed to serve the Property (the "Water Line").

b. Owner agrees to obtain all permits from the City, pay all related fees therefore, and obtain inspections of all work performed thereunder when constructing or allowing the construction of any buildings, structures or facilities on the Property.

c. Owner also agrees to pay all applicable tap fees and impact fees related to the development of the Property.

5. Agreement to be Signed by All Owners of the Property. The Owner warrants and represents to City that the Owner has the full right, power and authority to execute and deliver this Agreement without obtaining any further consents and approvals from, or the taking of any other actions with respect to any third-parties regarding the execution of this Agreement. In addition, Owner has read and fully understands this Agreement and its effects and that it is a binding contract. This Agreement, when executed and delivered by the Owner and the City will constitute the valid and binding agreement of the Owner, enforceable against the Owner and the Property in accordance with its terms.

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Agreement is effective on the latest date that both the City and the Owner have duly executed this Agreement as reflected by the signatures below ("Effective Date"). The term of this Agreement (the "Term") is two (2) years from the Effective Date.

7. **Default.** If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

8. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Farmersville
205 S. Main Street
Farmersville, Texas 75442
Attn: City Manager

With copy to: Alan D. Lathrom, City Attorney
Brown & Hofmeister, L.L.P.
740 E. Campbell Road
Suite 800
Richardson, Texas 75081

Owner: Anani LLC
10361 Bickham Road
Dallas, Texas 75220-4205
Attn: Muamar Anani

Big D Concrete Inc.
10390 Bickham Road
Dallas, Texas 75220-4205
Attn: Muamar Anani

9. **Agreement Runs with the Property.** This Agreement shall be recorded in the real property records of Collin County, Texas, shall be a covenant running with the Property and shall be binding on and inure to the benefit of the Owner's successors and assigns. The Owner's successors and assigns shall be considered the "Owner" for the purposes of a portion of the Property owned by such successors or assigns.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or

terminated except upon the mutual written agreement of the parties hereto save and except for the termination right described above in Section 6.

11. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Construction.** This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be interpreted or held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

15. **Multiple Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FARMERSVILLE

By: _____
DIANE C. PIWKO
City Manager

Date Signed: _____

ATTEST:

SANDRA GREEN
City Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DIANE C. PIWKO, Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has executed the same on City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

ANANI LLC, a Texas limited liability corporation

By: _____
MUAMAR ANANI
President

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this day by MUAMAR ANANI, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the President of **ANANI LLC**, a Texas limited liability corporation and that he executed the same on behalf of **ANANI LLC** for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

BIG D CONCRETE, INC., A Texas
corporation

By: _____
HANADI ANANI
President

Date Signed: _____

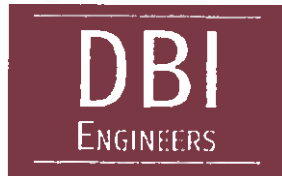
THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this day by HANADI ANANI, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the President of **BIG D CONCRETE, INC.**, a Texas corporation, and that he executed the same on behalf of **BIG D CONCRETE, INC.**, for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

Agenda Section	Regular Agenda
Section Number	IV.J
Subject	Consider, discuss and act upon a recommendation from the Planning and Zoning Commission for the Final Plat of Robles Estates, Lots 1-3, Block A.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Final Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



13 December 2017

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

RE: Robles Estates Addition
Lot 1- 3, Block A

Mr. White:

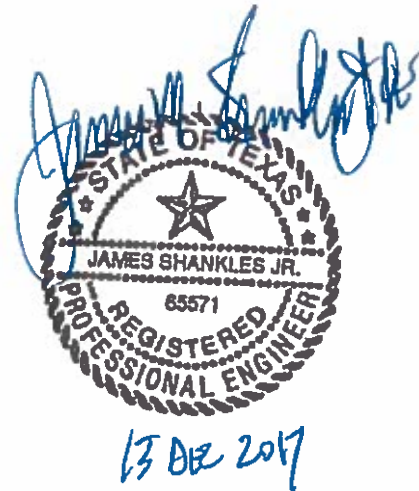
The above referenced plat has been reviewed according to the ordinances of the City of Farmersville.

It is recommended that the plat be approved. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "James M. Shankles, Jr.", written over the printed name.

James M. Shankles, Jr. P.E.





SUBDIVISION APPLICATION FORM

City of Farmersville, Texas

Please Type or Print Information

This form shall be completed by the Applicant and submitted to the City Secretary's Office along with 6 copies of the respective plat, fees, and all other required information.

In order for a completed package to be considered for a Planning and Zoning Board meeting all application materials will need to be turned into the City staff at least 3 weeks prior. The package will need to be technically complete 6 working days prior to the Planning and Zoning Board meeting.

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.

For a list of fees associated see the City of Farmersville Master Fee Schedule. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.

Exemptions to the platting process are listed in section 1.5 of the Subdivision Ordinance.

Subdivision Ordinance variances/waivers may be granted by following the steps outlined in section 1.10 of the Subdivision Ordinance.

Public infrastructure requirements established by the respective code (example, International Fire Code) and interpreted by the code official may be appealed based on a claim of incorrect interpretation, code applicability, or equivalent methodology. Code requirements cannot be waived.

Place "X" or check mark in appropriate box. All answers must be "Yes" to submit application.

Pre-Application Requirements		
Yes	No	Requirement
	<input checked="" type="checkbox"/>	Attended Pre-Application Conference
<input checked="" type="checkbox"/>		Plat described by metes and bounds
<input checked="" type="checkbox"/>		Plat located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part
<input checked="" type="checkbox"/>		Dimensions of plat and of each street, alley, square, park, or other part of the plat intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part
<input checked="" type="checkbox"/>		Plat is located in Collin County
	<input checked="" type="checkbox"/>	Plat is located in Hunt County
<input checked="" type="checkbox"/>		Plat is located within the City of Farmersville corporate limits or Extra-Territorial Jurisdiction (ETJ) limits

Subdivision Application Form

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Six copies of plat. Dimensions should be 24" X 36".
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	* * Original certified tax certificate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Utility service provider letters
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Proof of land ownership document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Electronic version of plat on CD (.PDF and .DWG)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Fees with appropriate retainer as required
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Two copies of engineering plans
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	On-Site Sanitary Sewer Facility (OSSF) certification document
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engineer's Summary Report
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development schedule
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development agreement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of covenants, conditions, restrictions, and agreements
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Geotechnical report
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic study
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application letter for proposed street names

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Plat Document Submittal	
<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	Preliminary Plat
<input checked="" type="checkbox"/>	Final Plat
<input type="checkbox"/>	Development Plat
<input type="checkbox"/>	Replat
<input type="checkbox"/>	Amending Plat
<input type="checkbox"/>	Minor Plat
<input type="checkbox"/>	Vacated Plat

Subdivision Application Form

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Applicant/Responsible Party Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Engineer Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Surveyor Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	Bobbles Estates
Total Acreage of Development	16.004
Physical Location of Property	off of Lemonade Lane
Legal Description of Property	James Ellison Survey Abstract No. 293
Number of Lots	2 (Lots 2 & 3, Block A)

Place "X" or check mark in appropriate box indicating the form provided for proof of land ownership. Attach document to this submission.

Type of Plat Document Submittal	
<input type="checkbox"/>	General Warranty Deed
<input type="checkbox"/>	Special Warranty Deed
<input type="checkbox"/>	Title Policy
<input type="checkbox"/>	Other (approved by City Manager):

Place "X" or check mark in appropriate box indicating the current zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning	
<input checked="" type="checkbox"/>	A Agricultural District
<input type="checkbox"/>	SF-1 One-Family Dwelling District
<input type="checkbox"/>	SF-2 One-Family Dwelling District
<input type="checkbox"/>	SF-3 One-Family Dwelling District
<input type="checkbox"/>	2F Two-Family Dwelling District
<input type="checkbox"/>	MF-1 Multiple-Family Dwelling District-1
<input type="checkbox"/>	MF-2 Multiple-Family Dwelling District-2
<input type="checkbox"/>	P Parking District
<input type="checkbox"/>	O Office District
<input type="checkbox"/>	NS Neighborhood Service District
<input type="checkbox"/>	GR General Retail District
<input type="checkbox"/>	C Commercial District
<input type="checkbox"/>	HC Highway Commercial
<input type="checkbox"/>	CA Central Area District
<input type="checkbox"/>	I-1 Light Industrial District
<input type="checkbox"/>	I-2 Heavy Industrial District
<input type="checkbox"/>	PD Planned Development District
<input checked="" type="checkbox"/>	Extra-Territorial Jurisdiction

Subdivision Application Form

Place "X" or check mark in appropriate box indicating the **proposed** zoning districts comprising the land. Depending on the situation more than one box may be indicated. If zoning remains unaffected mark the same as above in the "Current Zoning Districts" table.

Proposed Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
	PD	Planned Development District
<input checked="" type="checkbox"/>		Extra-Territorial Jurisdiction

Place "X" or check mark in appropriate box indicating the proposed use of the land. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
<input checked="" type="checkbox"/>	One Family Detached Dwelling
	One Family Attached Dwelling
	Zero Lot Line Dwelling
	Town Home
	Two Family Dwelling
	Multiple Family Dwelling
	Boarding or Rooming House
	Bed and Breakfast Inn
	Hotel or Motel
	HUD Code Manufactured Home
	Industrialized Housing
<input checked="" type="checkbox"/>	Mobil Home

Use of Land and Buildings	
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
	Off Street Parking Incidental to Main Use
	Stable
	Swimming Pool
	Temporary Field Office or Construction Office
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

Use of Land and Buildings	
Agricultural Types Uses	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
Commercial Type Uses	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
Industrial Uses	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction

Subdivision Application Form

Indicate the utility provider's name for the property in the space provided.

Utility Providers	
Description of Service	Name
Electrical Service Provider	
Water Supplier	
Sewage Disposal	
Telephone Service	
Cable TV Service	
Gas Service	
Refuse Pick-Up	

The signatures of the owner(s) below indicate intention to follow through with the platting/subdivision process.

JK
Owner's Signature

ER
Co-Owner's Signature

JRM
Co-Owner's Signature


Jose Robles 12-7-17
Owner's Name (Printed) Date

Enaav Robles 12-7-17
Co-Owner's Name (Printed) Date

Jenaro Robles 12-7-17
Co-Owner's Name (Printed) Date

City of Farmersville Staff Only

(Applicant, do not mark in spaces below)

Description	Response
Name of City Staff Worker Receiving Application	
Fee Amount	\$ 1,000. ⁰⁰ retained
Check Number	# 1006
Date Received	12-7-17
City Receipt Number	
City Asset Account Number	



Final Plat Review Checklist

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

Name of Subdivision	LOBLES ESTATES
Owner	MESIA, SINECIO, & MESIA
Reviewed By	JAMES SHANKLES
Date	11 DEC 2017

Place "X" or check mark in appropriate box. Place "N/A" in boxes where the line item is "not applicable".

Submission Materials	
	Six copies of plat. Dimensions should be 24" X 36".
	Original certified tax certificate
	Utility service provider letters
	Proof of land ownership document
	Electronic version of plat on CD (.PDF and .DWG)
	Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
	Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
	On-Site Sanitary Sewer Facility (OSSF) certification document
	Development schedule
	Development agreement
	Copy of covenants, conditions, restrictions, and agreements
	Geotechnical report
	Traffic study
	Application letter for proposed street names
General	
	Date of preparation. Revision letter suggested.
N/A	The plat substantially conforms to the approved Preliminary Plat.
✓	The plat shall state the name, address, and telephone number of the owner and be signed and notarized.

Final Plat Review Checklist

✓	The plat shall state the name, address, and telephone number of the surveyor and/or engineer.
✓	Indicate the total acreage and legal description of the subdivision.
✓	Provide a small scale vicinity map on the plat indicating the location of the subdivision in relation to other subdivisions major roads, towns, cities, counties and/or topographical features. Indicate city limits and/or ETJ or indicate by note all within city limits or ETJ
	Indicate the distance to the nearest road intersection.
✓	Provide the names of the adjacent property owners and/or subdivisions, the vol./page/instrument number deed and lot/block/date recorded.
✓	Provide North arrow and scale (both graphical and written).
✓	Indicate the school district(s) where the subdivision is located.
N/A	Indicate the proposed phases of development.
N/A	Indicate any lots proposed for parks, squares, greenbelts, school or other public use facilities.
N/A	Building setbacks
✓	Lot and block numbering are provided and match the legal description of the property.
✓	Indicate boundary lines, abstract or survey lines, corporate or other jurisdictional boundaries, existing or proposed highways and streets.
✓	The length and bearing of all lot lines and reference ties to a survey corner or existing subdivision corner.
N/A	Establish 2 permanent monuments per development tied to City's approved vertical control monumentation
N/A	Tie at least one corner of the subdivision to the City's approved vertical control monumentation
N/A	The location, width and names of all streets, alleys, and easements.
✓	The proposed arrangement and square footage (acreage) of lots.
✓	A title block within the lower right hand corner which shows the name of the subdivision, the name and address of the owner, name of the land planner, licensed engineer or registered surveyor who prepared the plat, the scale of the plat, the date of the plat and the location of the property according to the abstract or survey records of the county.
✓	Scale, date and north arrow oriented at the top or left side of the sheet.
N/A	Zoning of the subject property and all adjacent properties
✓	Conforms with Collin or Hunt County plat standards
✓	Physical features of or on the land that should not be shown on the plat: topography, buildings, structures, water bodies, tree cover, etc.
Statements	
✓	As required for final plats in the subdivision regulations.
✓	Provide a place for the County Clerk of Collin County to stamp the date and location where the plat will be filed in the lower right hand corner of the plat drawing.
✓	Property owner's certificate in accordance with City Subdivision Ordinance 2.5.B.4.a
✓	Surveyor's certificate in accordance with City Subdivision Ordinance 2.5.B.4.b
✓	Approval block in accordance with City Subdivision Ordinance 2.5.B.4.c

Final Plat Review Checklist

✓	Special notice in accordance with City Subdivision Ordinance 2.5.B.4.d
N/A	VAM easement notice in accordance with City Subdivision Ordinance 2.5.B.5
N/A	Access easement notice in accordance with City Subdivision Ordinance 2.5.B.6
✓	Provide a statement that all On Site Septic Systems comply with the requirements of any applicable State, County, and/or City requirements for on-site sewage facilities, and the signature of the designated representative.
N/A	For a private road include the phrase: "...as recorded in Vol. ____ Page ____ (instrument number) of the Official Public Records of ____ County."
Road And Right-Of-Way Information	
✓	Provide the name, location, length and right-of-way widths of all proposed road and existing roads
N/A	Provide written confirmation by 911 for proposed road name(s)
N/A	Show the location, size and proposed use of all proposed access easements, or shared access driveways.
Drainage	
N/A	Show any required drainage easements.
Floodplain	
N/A	Show the 100 year floodplain, regulatory floodway (if applicable) and base flood elevations or state that none of the subdivision lies within the 100 year floodplain. Include the applicable FIRM community-panel number.
↓	Show the limits of the floodplain within a dedicated drainage easement.
↓	Include the following statement: "All development within the 100-year floodplain shall comply with all applicable orders and regulations, including but not limited to Collin County's "Flood Damage Prevention Order." A floodplain development permit shall be obtained from the City or County Engineer's Office prior to the construction of any structure(s) within the floodplain."
↓	Provide a benchmark showing NGVD 29 elevation, with latitude and longitude coordinates.
N/A	Minimum finished floor elevations of the building foundations shall be shown for lots adjacent to a flood plain or susceptible to flooding.
Utilities	
	Identify water supply provider, the source of the water intended to serve the subdivision, and indicate the CCN number
N/A	If groundwater is the water source, provide required certification by registered engineer
	Provide on-site sewage facility study information if outside the municipal sanitary sewer system
✓	Provide recording information on all existing utility easements.
✓	Show any required utility easements.
✓	Verify that City utilities, services, and streets (electric, water, sewer, street) are provided to each lot. Additionally, use service provider letters to verify other utilities that may be required such as gas, telephone, and cable.

Agenda Section	Regular Agenda
Section Number	IV.K
Subject	Consider, discuss and act upon the rejection of the Main Street Sidewalk, Parking, and Curb Ramp Improvements bid.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 23, 2017
Attachment(s)	Letter from DBI
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



January 23, 2018

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

RE: Texas Capital Fund – Main Street
Sidewalk, Curb Ramp, and Parking Improvements

Dear Ben and Council Members:

I have attached a bid tabulation form for the Texas Capital Fund – Main Street Project for the City of Farmersville. Bids were accepted on Thursday, January 18, 2018 at 2:00 p.m. There was one bidder on the project. Axis Contracting, Inc. presented a total base bid amount of \$373,375.00 for the project. A bid bond was included with the bid submitted. There were no addendums issued for this project.

We have worked with Axis Contracting, Inc. on several projects and found the company to be a competent contractor with the equipment, experience and financial resources to successfully complete the project. The submitted bid exceeds the prepared budget by approximately \$100,000.00. If the Council should decide to award the bid despite the higher than estimated price, I recommend awarding the project to Axis Contracting, Inc. However, if the Council would like to attempt to receive lower prices, I believe you could do so by re-bidding the project and providing more clarity on the Bid Items and Plan Sheets. Bid Item #1 called for modifying existing parking spaces to meet ADA requirements and the price came in much higher than anticipated. In order to alleviate this issue, more details can be added to the Plan Sheets as well as the Bid Item Description to provide better insight into the work actually required.

Please let me know which option the Council would like to pursue.

I am available to answer any questions you may have.

Sincerely,


Jacob Dupuis, E.I.T.
Project Engineer

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

City of Farmersville

Bid Tabulation Form for the Texas Capital Fund - Main Street Sidewalk, Curb Ramp and Parking Improvements

Bid Date: Thursday, January 18, 2018 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Axis Contracting, Inc. Dallas, TX		
		Qty	Unit	Total
1	Furnish and install ADA Compliant Signage and Markings for Parking Spaces and Modify Grade as required	23	\$8,500.00	\$195,500.00
2	Modify Existing ADA Compliant Curb Ramps with Landings and Appurtenances	16	\$4,500.00	\$72,000.00
3	Furnish and install ADA Compliant Street Crossings	8	\$2,500.00	\$20,000.00
4	Furnish and install ADA Compliant Sidewalk Ramps with Landings, Railings, and appurtenances	100	\$500.00	\$50,000.00
5	Furnish and install Sidewalk Steps	10	\$350.00	\$3,500.00
6	Remove and replace ADA Compliant Concrete Sidewalk with appurtenances	85	\$275.00	\$23,375.00
7	Remove existing light poles	3	\$3,000.00	\$9,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 7)			\$373,375.00
	CALENDAR DAYS	120 / 150		

V. EXECUTIVE SESSION

VI. RECONVENE FROM EXECUTIVE SESSION

VII. Requests to be Placed on Future Agendas

VIII. Adjournment