



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
February 27, 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

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 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.

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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 Manager's Verbal Report
- Update on Senior Citizens Center parking and lighting
 - Update on Big D Concrete.
 - Update on the sewer system in relation to Camden Park.
 - Update on Main Street grant

IV. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon recommendation of Ordinance #O-2018-0227-001 from the Planning & Zoning Commission regarding an application requesting a change in zoning on approximately 0.3444 acres of land, more or less, from Single-Family 1 (SF-1) District Uses to C-Commercial District uses. The property is generally situated at 311 Sycamore Street and is known as Lot OL 1 of the Gaddy Addition, and located in the W.B. Williams Survey, Abstract A952, of Farmersville, Collin County, Texas.

V. READING OF ORDINANCES

- A. Consider, discuss and act upon the first and only reading of Ordinance #O-2018-0227-002 regarding all matters incident and related to the issuance and sale of "City of Farmersville, Texas, Tax Notes, Series 2018", including the adoption of an ordinance authorizing the issuance of such tax notes.

VI. REGULAR AGENDA

- A. Consider, discuss and act upon acceptance of donations for park statue.
- B. Consider, discuss and act upon the possibility of the property owner's on the Summit Street property to pay for materials and pay City staff to install sewer line.
- C. Consider, Discussion regarding the timeline of review and approval of the Comprehensive Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan.
- D. Consider, discuss, and act upon Resolution #R-2018-0227-001 regarding a grant for Mobile Data Terminal Upgrades for the police department.
- E. Consider, discuss and act upon the JW Spain Little League Contract.
- F. Consider, discuss and act upon the Riding Arena Contract.
- G. Update on boundary agreements with surrounding cities.
- H. Consider, discuss and act upon removing Lynette Fulkerson-Grady and appointing new member to the City Amenities Board.

VII. EXECUTIVE SESSION

Discussion of matters permitted by the following sections of Texas Government Code Chapter 551:

- A. Section 551.071, Consultation with Attorney
 - 1. Consultation with City Attorney regarding laws and issues applicable to cemeteries and plats and the plat of the cemetery proposed by the Islamic Association of Collin County in the City's ETJ

B. Section 551.072, Deliberation Regarding Real Property

1. Acquisition of 0.346 acres of land containing an electrical substation
2. Discussion regarding right-of-way on Hamilton Street

C. Section 551.086, Deliberation Regarding Public Power Utility Competitive Matters

1. Acquisition of electrical substation

VIII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071, 551.072 AND 551.086 OF THE TEXAS GOVERNMENT CODE.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

X. ADJOURNMENT

Dated this the 23rd day of February, 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 February 23, 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

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 Meeting 6:00pm		FEDC (4A) Meeting 6:30pm	Last Day to turn in application to become a candidate for May 5th General Election 5:00 pm	
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	Early Voting - Primary Elections 8- 5 pm	Early Voting - Primary Elections 8-5 pm	Historical Society Luncheon at FHS 11:00 am
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	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 Council Meeting 6:00 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		Police Gala		Community Shed Sale
15	16	17	18	19	20	21
	P&Z Meeting 6:30 pm			FEDC (4A) Meeting 6:30 pm		Police Association Gala
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 Elections 8:00 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 Cinco de Mayo FFA Banquet 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		Fire Department Fish Fry
20	21	22	23	24	25	26
	P&Z Meeting 6:30 pm	City Council Meeting 6:00 pm		Building & Property Standars Meeting 6:00pm FHS Graduation		
27	28	29	30	31		
	City Offices Closed - Memorial Day	Municipal Court 9:00 am				

Exhibit "A"

**MAY 5, 2018
GENERAL ELECTION**

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

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

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

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
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	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	NA

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Manager's Verbal Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
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"> • Items to be discussed by Ben White <ul style="list-style-type: none"> ➤ Update on Senior Citizens Center parking and lighting ➤ Update on Big D Concrete ➤ Update on the sewer system in relation to Camden Park ➤ Update on Main Street grant • 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. _____. <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

IV. Public hearing

Agenda Section	Public hearing
Section Number	IV.A
Subject	Public hearing to consider, discuss and act upon recommendation of Ordinance #O-2018-0227-001 from the Planning & Zoning Commission regarding an application requesting a change in zoning on approximately 0.3444 acres of land, more or less, from Single-Family 1 (SF-1) District Uses to C-Commercial District uses. The property is generally situated at 311 Sycamore Street and is known as Lot OL 1 of the Gaddy Addition, and located in the W.B. Williams Survey, Abstract A952, of Farmersville, Collin County, Texas.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	<ul style="list-style-type: none"> • O-2018-0227-001 • Letter from Citizen • Gaddy Addition Page From Collin County Records • Application and Other Documents • Pictures of the Property
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE #2018-0227-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 2004-01, AS AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 0.3444 ACRES OF LAND IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, MORE COMMONLY KNOWN AS 311 SYCAMORE, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, FROM SINGLE-FAMILY 1 (SF-1) DISTRICT USES TO COMMERCIAL (C) DISTRICT USES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map of the City of Farmersville, Texas, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville; and

WHEREAS, the City Council of the City of Farmersville, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the zoning of the property described herein shall be changed and that the official zoning map of the City of Farmersville, Texas, should be amended to reflect the rezoning of the property herein described;

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

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

SECTION II. From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the Official Zoning Map of the Comprehensive Zoning Ordinance, Ordinance No. 2004-01, as amended, of the City of Farmersville, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of the City's Zoning Ordinance are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land containing approximately 0.3444 acres of land in the W. B. Williams Survey, Abstract No. 952, more commonly known as 311 Sycamore, and more fully described

on the "Zoning Exhibit" attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law (the "Property"), presently zoned Single-Family 1 (SF-1) District uses, is hereby rezoned to Commercial (C) District uses.

SECTION III. It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

SECTION V. All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION VI. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION VII. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION VIII. This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

PASSED on first and final reading on the 23rd day of February, 2018, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 23rd DAY OF FEBRUARY, 2018.

APPROVED:

BY: _____
Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Exhibit "A"
Zoning Exhibit

All that certain lot, tract or parcel of land situated in the City of Farmersville, Collin County Texas and being a tract or parcel of land in the W.B. Williams Survey and being more particularly described as follows:

BEGINNING at a stake for corner on the SBL of Sycamore Street (formerly Cemetery Road) and said beginning point being 140 feet West of the intersection of the WBL of Windom Street with the SBL corner of Lot 1 of the Gaddy Addition to Farmersville;

THENCE West with the SBL of Sycamore Street, 150 feet to stake for corner at fence corner;

THENCE South with fence, 100 feet to stake for corner at fence corner;

THENCE East with fence, 150 feet to stake for corner at fence corner;

THENCE North with the WBL of said Lot 1, Gaddy Addition, a distance of 100 feet to the Place of Beginning and also being the same land described as 2nd tract in a Deed from Gaddy to Gooch of record in Volume 423, Page 194 of the Collin County Deed of Records.

Ben White City Manager
Farmersville City Council 11-23-2018
Members

I have no objection to the change in
zoning for property located at 311 Sycamore St,
Farmersville, Texas 75442 from
Single-Family 3 District uses to C-Commercial
District uses. This property is within
200 feet of my property at 615 Windom St,
Farmersville, Texas 75442

Sincerely

Mary Jo Stroup

Mary Jo Stroup

615 Windom St,

Farmersville, Texas 75442

Mary Jo Stroup



Collin County, Texas

City of Farmersville

Block No. Gaddy Addition

Original Grantee

Pat. No.

School District

Farmersville Sch.

Assignee

Certificate

Road District

Farmersville

No. 1

Feet 1 Inch

Scale 100

Gaddy Addn.

Vol. 194

Page 413-423

H. F. Gaddy Addition To Farmersville, Texas.

Part of A 32.93 AC Tract in W.B. Williams Survey

Surveyed by Tom B. Wilson Licensed Engineer

April 22-1950.

Center of Road (shown)

100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

021

2

3

4

5

6

7

8

9

10

11

12

Gaddy Street

Window Street



Farmersville
DISCOVER A TEXAS TREASURE

Application for Zoning Change

Applicant: <i>George CRUMP</i>		
Mailing Address: <i>401 N. MAIN</i>	City/State/Zip: <i>FARMERSVILLE, TX 75442</i>	Daytime Telephone: <i>214-808-7487</i>
Property Address: <i>311 SYCAMORE</i>	City/State/Zip: <i>FARMERSVILLE, TX 75442</i>	
Legal Description: <i>GADDY ADDITION (CFC), LOT 011</i>		
Lot(s): <i>011</i>	Block(s): <i>.</i>	Subdivision: <i>Gaddy Addition</i>
Acreage: ((If acreage, provide separate metes and bounds description)) 		
Existing Use and Current Zoning of Property: <i>SINGLE FAMILY</i>		
Give explanation of proposed rezone and use of property. Attach maps, drawings and other supporting information. <i>BUILDING ORIGINALLY BUILT FOR DAY CARE CENTER AND REMAINS SO TODAY.</i> <i>Purpose: Convert to office building</i>		

George Crump
Property Owner Signature

11/27/17
Date



OWNER ID
1046396
OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2018
CRUMP GEORGE
401 N MAIN ST
FARMERSVILLE, TX 75442-1607 US

Values
IMPROVEMENTS 0
LAND MARKET + 0
MARKET VALUE = 0
PRODUCTIVITY LOSS - 0
APPRAISED VALUE = 0
HS CAP LOSS - 0
ASSESSED VALUE = 0

Ref ID1: 1476
R-1054-000-0001-1

Ref ID2: R1232936

ACRES:
EFF. ACRES:

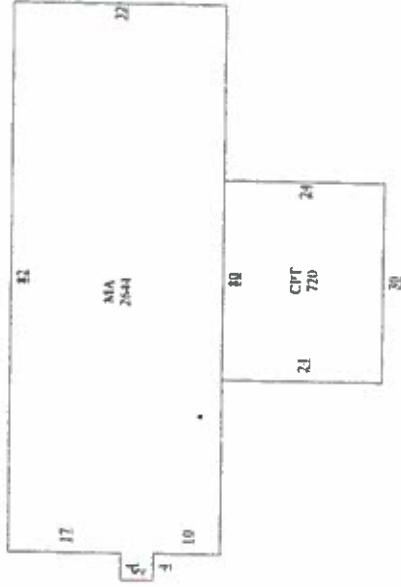
SITUS 311 SYCAMORE ST FARMERSVILLE, TX 75442

APPR VAL METHOD: Cost

GENERAL

UTILITIES
TOPOGRAPHY
ROAD ACCESS PD
ZONING
NEXT REASON

SKETCH for Improvement #1 (Residential)



REMARKS
CONVERTED DAYCARE;

SKETCH COMMANDS
R82,U32,L82,D17,L4,D5,R4,D10
MR26,R30,D24,L30,U24

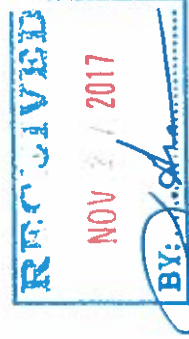
BUILDING PERMITS
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
05/09/2017 ***** GOOCH NONA RAE WD 20170510000599860
OT / /

SUBD: S1054 100.00% NBHD:CFCRV3-5 139.00%
1. TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON EUNC COMP ADJ ADJ VALUE
MA Main Area R RV5/ 2,844.0 1 1975 1985 60% 100% 100% 80% 100% 100% 0.48
CPT Attached Car R RV5/ 720.0 1 1975 1985 60% 100% 100% 80% 100% 100% 0.48
1. RESIDENTIAL STCD: A1
FORMERLY A DAY NURSERY
BARN Barn R BN14/ 120.0 1 1975 1975 20% 100% 100% 100% 100% 100% 0.20
2. BARN 10X12: STCD: A1 120.0
Homestead: Y (100%)
Homestead: Y (100%)

IMPROVEMENT INFORMATION

IMPROVEMENT FEATURES
Ceiling 1 0 0

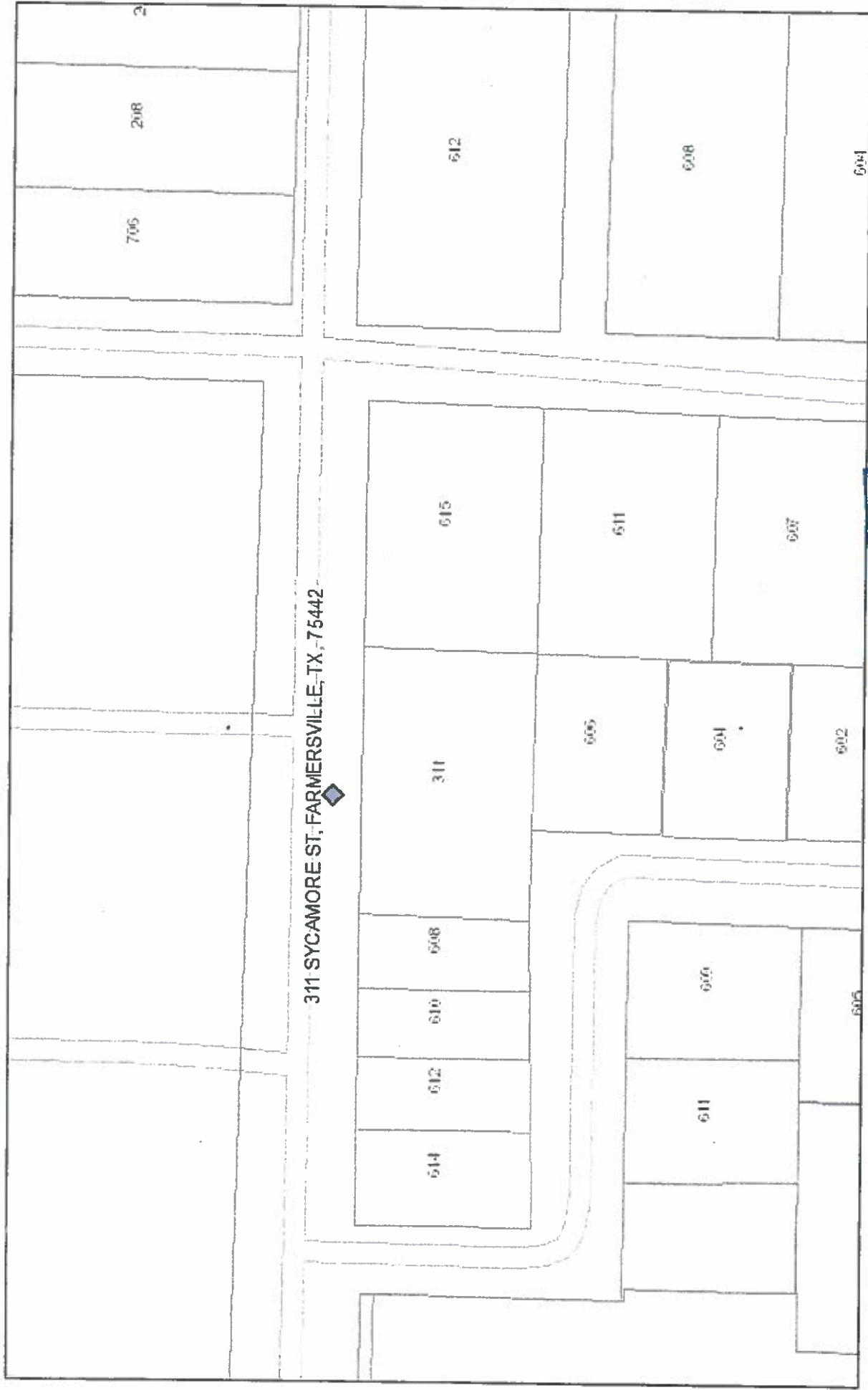


SUBD: S1054 100.00% NBHD:CFCRV3-5 100.00%
1. DESCRIPTION
1. Residential Single F

LAND INFORMATION
DIMENSIONS 0.3444 AC
UNIT PRICE GROSS VALUE
ADJ MASSADJ VAL SRC 1.25 1.00 A

IRR Acres: 0
MKT VAL AGAPPLY NO
AG CLASS AG TABLE AG UNIT PRC AG VALUE 0

Title



RECEIVED
NOV 28 2017
BY: *[Signature]*

July 13, 2017

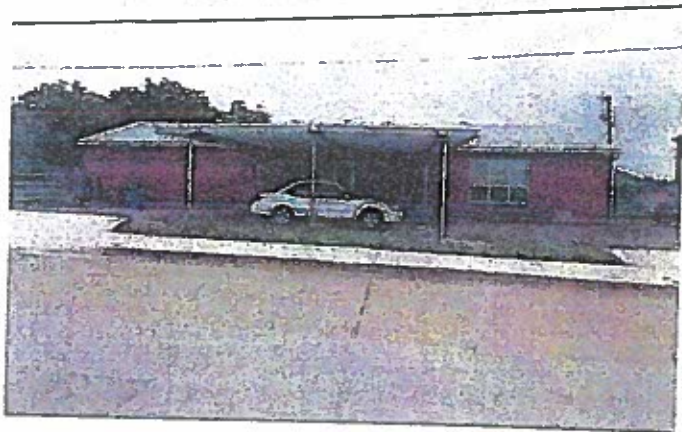
1:1,128
0 0.0075 0.015 0.03 mi
0 0.015 0.03 0.06 km
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBrien, IGN, Kadaster NL, Ordnance Survey.

Subject Photo Page

Borrower	George Crump			
Property Address	311 Sycamore St			
City	Farmersville	County	Collin	State TX
Zip Code	75442			

Subject Front

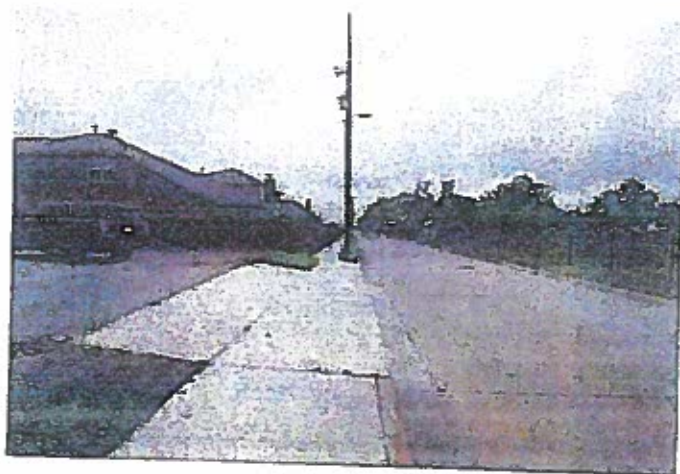
311 Sycamore St
Sales Price 26.50/sf
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Farmersville
View
Site 2,640 SF
Quality
Age 42 years



Subject Rear



Subject Street Looking West

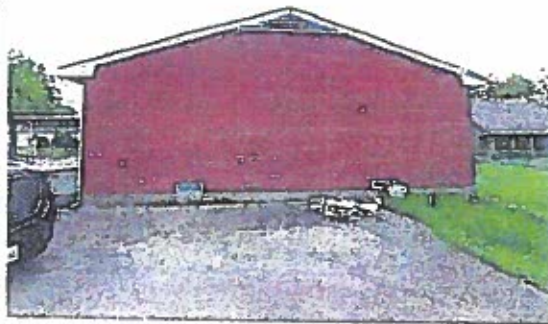


Photograph Addendum

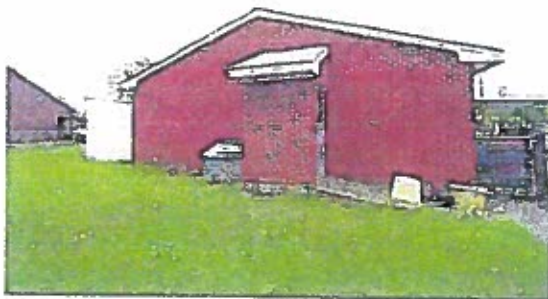
Borrower	George Crump					
Property Address	311 Sycamore St					
City	Farmersville	County	Collin	State	TX	Zip Code 75442



Street Scene Looking East



Right Side



Left Side



Entry



Office



Open Area

Photograph Addendum

Borrower	George Crump					
Property Address	311 Sycamore St					
City	Farmersville	County	Collin	State	TX	Zip Code 75442



Storage Closet



Kitchen



Hallway



Laundry Room



Storage Area



Full Bath

Photograph Addendum

Borrower	George Crump					
Property Address	311 Sycamore St					
City	Farmersville	County	Collin	State	TX	Zip Code 75442
Lens						



Restroom



Additional Open Area



Additional View



V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2018-0227-002 regarding all matters incident and related to the issuance and sale of "City of Farmersville, Texas, Tax Notes, Series 2018", including the adoption of an ordinance authorizing the issuance of such tax notes.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	<ul style="list-style-type: none"> • O-2018-0227-002 (Forthcoming from Norton Rose Fullbright) Will receive Monday and will forward to Council • Series 2018 Tax Note Bid Tab • \$130,000 Tax Note, Series 2018 • Email from Hilltop Securities Regarding Recommendation
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

TABULATION OF BIDS RECEIVED AT SALE OF



CITY OF FARMERSVILLE, TEXAS

\$130,000

TAX NOTE, SERIES 2018

BIDS DUE FRIDAY, FEBRUARY 23, 2018, AT 10:30 AM, CST

BIDDER	RATE BID	OTHER COST⁽¹⁾	TRUE INTEREST COST
Amegy Bank	3.700%	\$ 65.00	3.710%
BB&T	3.790%	65.00	3.800%
BOKF, N.A.	3.660%	3,867.50	4.834%
USbancorp	3.314%	8,570.00	6.087%

(1) Bank Counsel Fee, MAC Fee or Paying Agent Fee.

Prepared by:



777 Main Street, Suite 1200
Fort Worth, Texas 76102
(817) 332-9710

TABLE OF CONTENTS

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Report	Page
Sources and Uses of Funds	1
Bond Summary Statistics	2
Bond Debt Service	4
Bond Pricing	6
Cost of Issuance	7
Form 8038 Statistics	8
Proof of Arbitrage Yield	9

SOURCES AND USES OF FUNDS

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Dated Date	03/27/2018
Delivery Date	03/27/2018

Sources:

Bond Proceeds:	
Par Amount	130,000.00
	130,000.00

Uses:

Project Fund Deposits:	
Project Fund	120,000.00
Delivery Date Expenses:	
Cost of Issuance	10,000.00
	130,000.00

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

BOND SUMMARY STATISTICS

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)

Amortized over 5 Years @ 3.70%

*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Dated Date	03/27/2018
Delivery Date	03/27/2018
First Coupon	02/15/2019
Last Maturity	02/15/2023

Arbitrage Yield	3.691860%
True Interest Cost (TIC)	3.691860%
Net Interest Cost (NIC)	3.700002%
All-In TIC	6.652231%
Average Coupon	3.700002%

Average Life (years)	2.960
Weighted Average Maturity (years)	2.960
Duration of Issue (years)	2.803

Par Amount	130,000.00
Bond Proceeds	130,000.00
Total Interest	14,238.84
Net Interest	14,238.84
Bond Years from Dated Date	384,833.33
Bond Years from Delivery Date	384,833.33
Total Debt Service	144,238.84
Maximum Annual Debt Service	31,191.34
Average Annual Debt Service	29,536.96

Underwriter's Fees (per \$1000)
Average Takedown
Other Fee

Total Underwriter's Discount

Bid Price	100.000000
-----------	------------

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2023	130,000.00	100.000	3.700%	2.960	57.20
	130,000.00			2.960	57.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	130,000.00	130,000.00	130,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-10,000.00	
- Other Amounts			
Target Value	130,000.00	120,000.00	130,000.00
Target Date	03/27/2018	03/27/2018	03/27/2018
Yield	3.691860%	6.652231%	3.691860%

BOND SUMMARY STATISTICS

**City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)**

Amortized over 5 Years @ 3.70%

***** Winning Bid from Amegy Bank (DBA: ZB, N.A.) *****

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

BOND DEBT SERVICE

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2019	25,000	3.700%	4,248.84	29,248.84	
08/15/2019			1,942.50	1,942.50	
09/30/2019					31,191.34
02/15/2020	25,000	3.700%	1,942.50	26,942.50	
08/15/2020			1,480.00	1,480.00	
09/30/2020					28,422.50
02/15/2021	25,000	3.700%	1,480.00	26,480.00	
08/15/2021			1,017.50	1,017.50	
09/30/2021					27,497.50
02/15/2022	25,000	3.700%	1,017.50	26,017.50	
08/15/2022			555.00	555.00	
09/30/2022					26,572.50
02/15/2023	30,000	3.700%	555.00	30,555.00	
09/30/2023					30,555.00
	130,000		14,238.84	144,238.84	144,238.84

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

BOND DEBT SERVICE

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
***** Winning Bid from Amegy Bank (DBA: ZB, N.A.) *****

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2019	25,000	3.700%	6,191.34	31,191.34
09/30/2020	25,000	3.700%	3,422.50	28,422.50
09/30/2021	25,000	3.700%	2,497.50	27,497.50
09/30/2022	25,000	3.700%	1,572.50	26,572.50
09/30/2023	30,000	3.700%	555.00	30,555.00
	130,000		14,238.84	144,238.84

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

BOND PRICING

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
***** Winning Bid from Amegy Bank (DBA: ZB, N.A.) *****

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Term Bond 2023:						
	02/15/2019	25,000	3.700%	3.700%	100.000	25,000.00
	02/15/2020	25,000	3.700%	3.700%	100.000	25,000.00
	02/15/2021	25,000	3.700%	3.700%	100.000	25,000.00
	02/15/2022	25,000	3.700%	3.700%	100.000	25,000.00
	02/15/2023	30,000	3.700%	3.700%	100.000	30,000.00
		130,000				130,000.00

Dated Date	03/27/2018	
Delivery Date	03/27/2018	
First Coupon	02/15/2019	
Par Amount	130,000.00	
Original Issue Discount		
Production	130,000.00	100.000000%
Underwriter's Discount		
Purchase Price	130,000.00	100.000000%
Accrued Interest		
Net Proceeds	130,000.00	

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

COST OF ISSUANCE

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Cost of Issuance	\$/1000	Amount
Financial Advisor	23.07692	3,000.00
Bond Counsel	45.23077	5,880.00
Attorney General	5.76923	750.00
Mac Fee	0.50000	65.00
Other	2.34615	305.00
	76.92308	10,000.00

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

FORM 8038 STATISTICS

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Dated Date 03/27/2018
Delivery Date 03/27/2018

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond 2023:						
	02/15/2019	25,000.00	3.700%	100.000	25,000.00	25,000.00
	02/15/2020	25,000.00	3.700%	100.000	25,000.00	25,000.00
	02/15/2021	25,000.00	3.700%	100.000	25,000.00	25,000.00
	02/15/2022	25,000.00	3.700%	100.000	25,000.00	25,000.00
	02/15/2023	30,000.00	3.700%	100.000	30,000.00	30,000.00
		130,000.00			130,000.00	130,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	02/15/2023	3.700%	30,000.00	30,000.00		
Entire Issue			130,000.00	130,000.00	2.9603	3.6919%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	10,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

PROOF OF ARBITRAGE YIELD

City of Farmersville, Texas
\$130,000 Tax Note, Series 2018
(Funding \$120K For Radios)
Amortized over 5 Years @ 3.70%
*** Winning Bid from Amegy Bank (DBA: ZB, N.A.) ***

Date	Debt Service	Present Value to 03/27/2018 @ 3.6918600710%
02/15/2019	29,248.84	28,318.80
08/15/2019	1,942.50	1,846.65
02/15/2020	26,942.50	25,148.77
08/15/2020	1,480.00	1,356.43
02/15/2021	26,480.00	23,829.20
08/15/2021	1,017.50	899.05
02/15/2022	26,017.50	22,571.98
08/15/2022	555.00	472.77
02/15/2023	30,555.00	25,556.36
	144,238.84	130,000.00

Proceeds Summary

Delivery date	03/27/2018
Par Value	130,000.00
Target for yield calculation	130,000.00

Notes:

Final

Callable anytime at par plus accrued interest with 30 days' notice.

Sandra Green

From: Nick Bulaich (HTS) <nick.bulaich@hilltopsecurities.com>
Sent: Friday, February 23, 2018 12:05 PM
To: Sandra Green; Daphne Hamlin; Ben White
Cc: Adam LanCarte (HTS); David Medanich (HTS)
Subject: Farmersville, TX: Series 2018 Tax Note Bid Tab
Attachments: Farmersville, TX Series 2018 Tax Note Bid Tab_02.23.pdf

Importance: High

Sandra, Daphne and Ben,

Attached please find the final numbers for the City's 2018 Tax Note. Bids were due today at 10:30, and the City received 4 bids. We recommend moving forward with Amegy Bank who bid a 3.70% (plus minor costs). You will notice that USBancorp actually bid the lowest rate [3.314%], but due to the fact that they were passing on \$8,570 of additional expenses to the City it caused the overall "True Interest Cost" to be the highest. BOKF also passed on a relatively high amount of expenses which caused their overall rate to exceed Amegy's bid as well.

The final result is very close to the debt service we previously illustrated to Daphne. We were able to sell less Tax Notes as a result of the minimal costs passed on by Amegy Bank.

Adam will be present at the meeting on Tuesday night to answer any questions that the Council may have.

Please let us know if you have any questions.

Nick

Nick Bulaich

Managing Director
Hilltop Securities Inc.

777 Main Street, Suite 1200, Fort Worth, TX 76102
Direct: 817.332.9710 | Toll Free: 877.999.3792
nick.bulaich@hilltopsecurities.com

Please note: Our email addresses have changed.

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VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon acceptance of donations for park statue.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	Copy of donation checks
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

Fiber Circle
Diane Piwko
200 McKinney St
Farmersville, TX 75442
972-782-6630

DATE 2-22-2018 1241
88-1832/1119

PAY
TO THE
ORDER OF

City of Farmersville \$ 1266⁰⁰
One thousand - two hundred
+ 00/100 DOLLARS

INDEPENDENT BANK
223 MCKINNEY ST
FARMERSVILLE, TX 75442

FOR _____

[Signature]

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

TOUGH LIKE JACK FOUNDATION
C/O JASON OR ANDREA CULVERHOUSE
P O BOX 1041
PRINCETON, TX 75407

2000

DATE 1-24-2018

PAY TO THE
ORDER OF

City of Farmersville \$ 2,800.00
Two thousand eight hundred + 00/100 DOLLARS



112 W. Hwy 380
Princeton, TX 75407
972-734-2424

CITIZENS BANK

[Signature]

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon the possibility of the property owner's on the Summit Street property to pay for materials and pay City staff to install sewer line.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	<ul style="list-style-type: none"> • Waterline Exhibit • Cost Estimate
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

DBI ENGINEERS

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

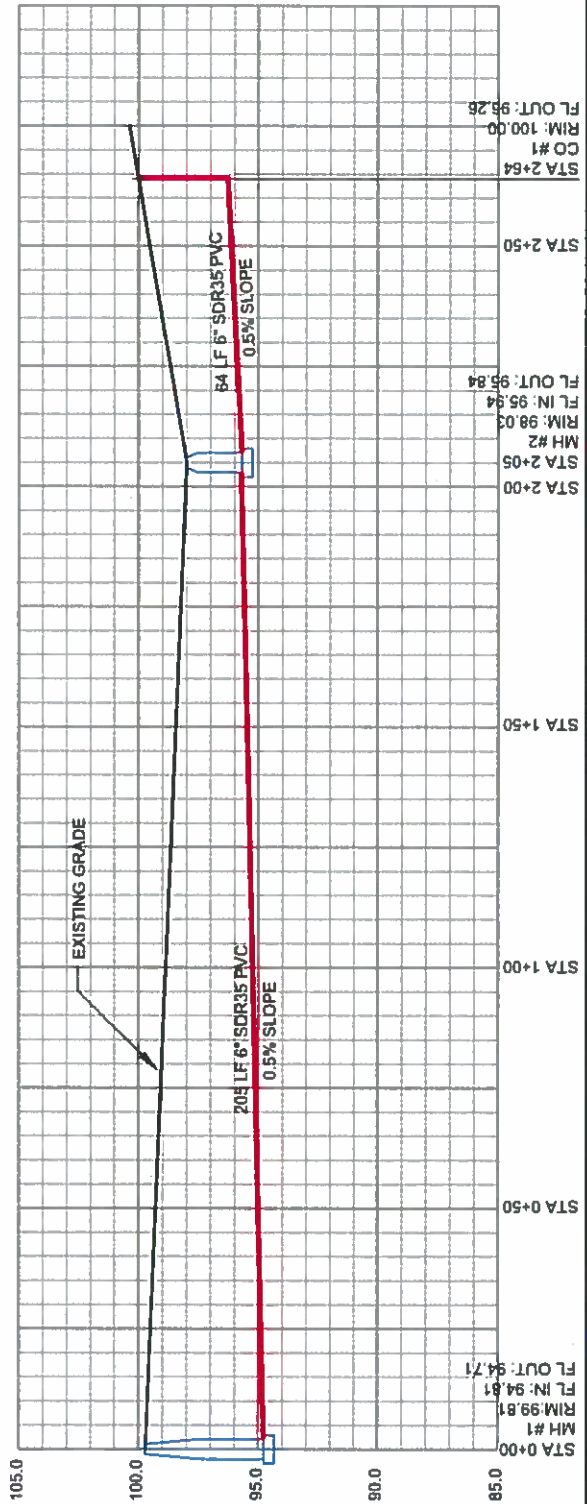
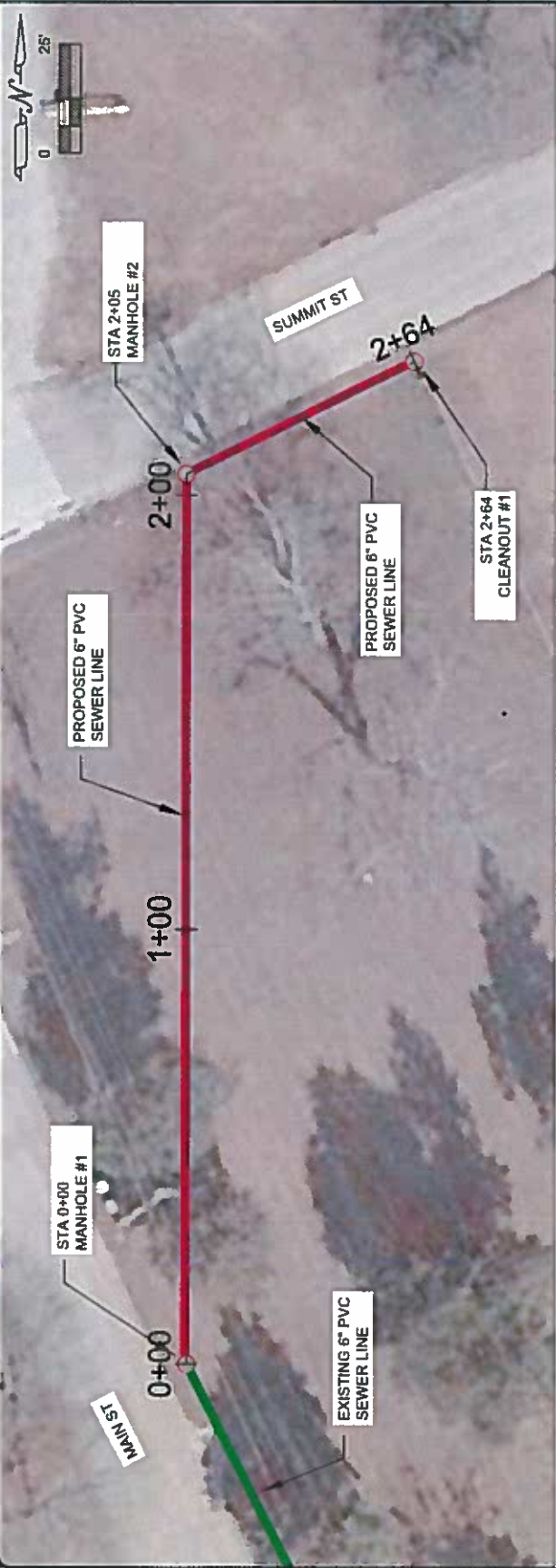
FIRM REGISTRATION NO.: F-002225

DESIGNED: E.W.D.
DRAWN: M.K.W.
REVISION:
DATE: 10/26/17
FILE: N:\Farmersville City Cross Summit ST 10-17\overall

SEWER LINE & MANHOLE IMPROVEMENTS
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

OVERALL SITE PLAN

SHEET 1 OF 1



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

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, 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	February 27, 2018
Attachment(s)	Timeline
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> Public Hearing Notice did not get sent to paper for publication so meetings had to be adjusted 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

UPDATED

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)
- 3-19-18** P&Z Special Meeting – Public Hearing/P&Z Approval (Kimley-Horn will attend meeting to answer questions)
- 3-27-18** CC Meeting – Public Hearing/Review and make any changes to both documents (Kimley-Horn will attend meeting to answer questions)
- 4-10-18** 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	VI.D
Subject	Consider, discuss, and act upon Resolution #R-2018-0227-001 regarding a grant for Mobile Data Terminal Upgrades for the police department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	R-2018-0227-001
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-2018-0227-001**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, IN SUPPORT OF
THE SUBMISSION OF A GRANT APPLICATION FOR THE JUSTICE
ASSISTANCE GRANT FOR LAW ENFORCEMENT COMMUNICATIONS
PROJECT.**

WHEREAS, the City Council of the City of Farmersville, Texas, finds it in the best interest of the citizens of Farmersville, Texas that a grant application for Mobile Data Terminal Upgrades for the Farmersville Police Department be submitted to the Office of the Governor for the Justice Assistance Grant for Law Enforcement Communications Project ("Grant") to be funded during 2018-2019 budget year; and

WHEREAS, the City Council of the City of Farmersville, Texas, agrees that in the event of loss or misuse of the Office of the Governor Grant funds, an amount equal to the Grant funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council of the City of Farmersville, Texas designates the Police Chief of the City of Farmersville, Michael P. Sullivan, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the Grant on behalf of the applicant agency.

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

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

SECTION 2. The City Council of the City of Farmersville, Texas, approves submission of the grant application for the Mobile Data Terminal Upgrades to the Office of the Governor.

PASSED by a majority of a quorum of the City Council of the City Council of the City of Farmersville, Texas, at a regularly scheduled meeting on this 27th Day of February, 2018.

APPROVED THIS 27th DAY OF FEBRUARY, 2018.

By: _____
Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss and act upon the JW Spain Little League Contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	<ul style="list-style-type: none"> • Little League Contract • Insurance • Financials • Emails regarding insurance
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: Bene-Marc, Inc PHONE (A/C No. Ext): (817) 738-6899 E-MAIL: contact@bene-marc.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Tudor Insurance Company INSURER B: Axis Global Accident & Health INSURER C: INSURER D: INSURER E: INSURER F: NAIC #	
INSURED Farmersville Little League 218 Jovette St, Farmersville, TX 75442			

COVERAGES

CERTIFICATE NUMBER: Crt #: 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"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

Crt #: 9827-32376-222526-0

City of Farmersville
205 South Main St.
Farmersville, TX 75442

CANCELLATION

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

Olivia Lynn Hall

Sandra Green

From: Cross, Michael S. 043A-CollinEast (Farmersville Branch) <MCross@txfb-ins.com>
Sent: Tuesday, February 20, 2018 3:06 PM
To: Sandra Green
Subject: RE: Little League Insurance Follow-up

Sandra,
I spoke with Ben White and verified what requirements needed to be met and which did not apply. The current policy that Marvin Smith has in force meets the requirements with exception of an umbrella policy that will be purchased from his current carrier.

Hope that helps.

Thanks,

Michael S. Cross
Agent
PO Box 677
1300 W. Audie Murphy Pkwy Ste. 5
Farmersville, TX 75442
P 972-784-7779
f 972-782-8504
c 214-769-7348

If you need information on your policies, need to pay a bill, or print id cards please visit www.txfb-ins.com

Like Me On Facebook!

Your referrals are ALWAYS sincerely appreciated!

Farm Bureau Bank Referral Source Code (RSC) is 706470

From: Sandra Green [mailto:s.green@farmersvilletx.com]
Sent: Tuesday, February 20, 2018 2:58 PM
To: Cross, Michael S. 043A-CollinEast (Farmersville Branch)
Subject: Little League Insurance Follow-up

Mr. Cross,

Last time I spoke to someone in your office they indicated the above referenced policy was still in underwriting. I was wanting to see if you have the new policy at this time, or if you are still waiting on underwriting?

Thanks,

Sandra Green
City Secretary
City of Farmersville
Phone: (972) 782-6151
Metro: (972) 784-6093
Fax: (972) 782-6604



J.D. Power Disclaimer

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Sandra Green

From: Scott Houston <SHouston@tml.org>
Sent: Friday, February 02, 2018 3:30 PM
To: Daphne Hamlin
Cc: Sandra Green
Subject: Re: insurance requirements

This type of requirement is common in a lease from a city to a private entity. That amount is fairly common as well. Many now require \$2 million. The city doesn't have to have that amount or any insurance requirement at all, but it would be exposing itself to unreasonable liability if it does not. You should consult with your city attorney before entering into any lease of city property. Also, if the TML Intergovernmental Risk Pool provides your liability coverage, you may wish to visit with them about coverage issues related to sports fields (I'm assuming this is a lease for baseball fields).

Scott Houston
TML General Counsel

Sent from my iPhone

On Feb 1, 2018, at 4:06 PM, Daphne Hamlin <d.hamlin@farmersvilletx.com> wrote:

Good afternoon, please review attached insurance requirements. Can you tell us if the City can make these requirements and if so where is this information located??

When you respond please respond back to myself and our City secretary Sandra Green
Thank you

Daphne Hamlin
City of Farmersville
Ph 972-782-6151
Fax 972-782-6604

<COF-DOC-02-2018000.pdf>

Marvin

From: Sevlja Korkutovic [ksevlja@bene-marc.com]
Sent: Thursday, August 10, 2017 8:34 AM
To: Marvin
Subject: RE: Farmersville Youth Baseball - Softball.pdf

Good Morning Marvin,

Thank you for your e-mail and the additional insurance coverage information. Unfortunately, we will not be able to meet all of the listed requirements. I am not sure that all these requirements would even apply to your organization as these seem to be general requirements.

We cannot offer:

- Workers' Comp.
- 30 day written cancellation notice.
- Umbrella or Excess Liability coverage – your organization is set up with a 1 million occurrence and 3 million aggregate limit. Please check and see if the City of Farmersville will approve your current GL limit.

We can offer:

- Additional Insured certificate for the City of Farmersville, there is no additional cost for that.

Do you need all this for the fall ball activities?

If yes, did you include your fall ball teams in your team report at policy renewal or will you need an audit form to report the fall ball teams? Please advise.

Sevlja Korkutovic
Licensed Agent

BENE-MARC, INC.

6301 Southwest Blvd., Suite 101, Fort Worth, TX 76132

Ph: (800) 247-1734 x 313

Fax: (817) 738-1811

ksevlja@bene-marc.com

www.bene-marc.com



**Please note that remitting the requested forms and premium does not constitute binding of coverage. Our office must approve the application and submission before coverage can be considered or bound.*

This document may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are on notice that any unauthorized disclosure, copying, distribution or taking of any action in reliance on the contents of this document is prohibited.



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)

[illegible]

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss and act upon the Riding Arena Contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	Riding Area Contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**RIDING ARENA USE AGREEMENT BETWEEN
THE CITY OF FARMERSVILLE
AND
THE FARMERSVILLE RIDING CLUB**

This Riding Club Arena Use Agreement ("Agreement"), is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **FARMERSVILLE RIDING CLUB**, an unincorporated entity (the "Riding Club") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS the City of Farmersville owns the riding arena located commonly known as the Farmersville Riding Club Arena, and consisting of six acres, more or less. The Arena is situated on the west side of South Lake Dam, thence west to rock road, thence north to country club building driveway, thence east to north end of the dam, and thence south along base of the dam to place of beginning ("Arena"); and,

WHEREAS the City of Farmersville wishes to maximize the use of the Arena for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Riding Club by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Arena;

NOW THEREFORE, the City of Farmersville and the Farmersville Riding Club agree to the following user regulations concerning the Farmersville Riding Club Arena:

Section 1. First Use Rights

The Riding Club shall have first use rights of the Arena during the regular riding season and may sponsor or sanction any utilization of the Arena during the off season. The primary purpose of the arena is to provide horseback riding activities. The riding season depends upon the weather but normally begins around March and runs through October of each year. All users shall be subject to these regulations.

Section 2. Grounds Maintenance

The Riding Club shall prepare and maintain the Arena for all events. The Arena must meet high-quality and presentable conditions from the beginning to the end of the riding season.

Trash and litter will be picked up and removed from the Arena and the areas around it at the end of each day on which the Riding Club hosts or holds one or more scheduled riding events (each such day being a "Riding Day"). In addition, periodic cleaning shall be performed by the Riding Club at intervals between riding events, if necessary, to prevent a buildup of trash and litter. If the Riding Club does not comply and allows trash and litter to be left in or around the Arena after any use, the City will impose a charge

not to exceed \$200 per incident. The Riding Club will be responsible to pay said trash and litter removal fees. If the City charges the Riding Club 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 Riding Club to use all or part of the facilities at the Arena.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Arena clean. The Riding Club shall be responsible to have a designated area for trash pickup. The Riding Club 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 Arena including common areas.

The Riding Club 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 Arena and its facilities. This access list will be posted on the City's website to facilitate access to and the use of the Arena. The Riding Club 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 Riding Club is responsible to provide concession services during all scheduled Riding Club events at the Arena. All expenses associated with the Concession Stand for scheduled Riding Club events will be the responsibility of the Riding Club. The Riding Club shall retain all proceeds, after expenses, from concession stand sales for all scheduled Riding Club events. The concession stand must be cleaned by Riding Club after each use specifically including, but not limited to, the grill/stove. The grease must be removed by the Riding Club 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 Riding Club. The Riding Club 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 Riding Club.

Section 4. Restroom and Concession Maintenance

Restrooms are also under the control and maintenance of the Riding Club during their respective season. The Riding Club will open the restrooms on event days, but must keep the restrooms locked at all other times. The Riding Club 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 Riding Club 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

If the Riding Club needs a facility to protect and maintain equipment and supplies, the Riding Club would have to get approval from the City Manager for a storage on the premises.

Section 6. Modifications or Improvements to Arena

Any suggested modification or improvements to the Arena 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. The Riding Club 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 the Riding Clubs 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 Arena at no charge to Riding Club. The City retains the right to assess future charges for these services after giving notice at the end of the season and prior to the next season for which such charges will begin to be assessed to and collected from the Riding Club. If the City finds that utilities are being wasted, the City may, at its discretion, terminate the Agreement and not allow the Riding Club to use all or part of the facilities at the Arena.

Section 8. Ancillary Financial Matters

The Riding Club shall provide to the City copies of the Riding Clubs 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 Riding Club in relation to its use of the Arena 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 Riding Club. In no case will the City be responsible for expenses or obligations contracted by the Riding Club for any reason unless by prior and specific agreement.

The City will not provide the Riding Club with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Riding Club will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Riding Club's use of the Arena 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 Riding Club, the Riding Club 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 Riding Club'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 Arena. 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 Riding Club may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Riding Club 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 Arena by the Riding Club. 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 Riding Club shall endorse applicable insurance policies as follows:

1. In the event the Riding Club is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Riding Club 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 Riding Club.

Section 10. Non-Riding Club Events

City approval is required for all Non-Riding Club events. Deposits and user fees generated from all Non-Riding Club 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 Arena has been cleaned to the satisfaction of the City Manager. If the condition of the Arena requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The Non-Club entity (private party) renting the Arena, will be billed for any additional costs that the City may incur due to misuse of the Arena and termination of all or partial use of the Arena may be enforced by City.

Section 11. Personal Conduct at Events

The City recognizes that crowd noise is a part of any activity and accepts a certain level of noise. However, the City requests that the Riding Club make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any event for which Riding Club is responsible.

The Riding Club will be responsible for the proper conduct of club members, fans, and other spectators during any event sponsored or sanctioned by the Riding Club at the Arena 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 Arena is a violation of city ordinances, ***will not be permitted***, and will be punishable according to applicable law. The Arena is a non-smoking facility and ***smoking shall not be allowed in, on and about the Arena***. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Arena.

The City retains the right to restrict the times of use and conduct of all activities in and about the Arena. 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 the Riding Club Board Members must be made available to the City Amenities Board along with the Riding Club's 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 Riding Club will be provided with the City Manager's contact information should any issue arise with the Arena that needs immediate attention.

Section 12. Hold Harmless and Indemnification

The Riding Club 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 Riding Club, 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 Arena and the Riding Club will, at its own cost and expense, defend and protect the City from any and all such claims and demands. Also, the Riding Club 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 Arena. 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 March 9, 2018 through February 28, 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 Riding Club, 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 Riding Club, 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:

Riding Club

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 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: _____

Riding Club

Date: _____

APPENDIX A

SCHEDULE OF USER FEES

Applicable to all Non-Riding Club events

Activity Description	Resident	Non Resident
Deposit, Arena Use	\$0	\$0
Use of Arena	\$0	\$0
Lights, Hourly Rate	\$0	\$0

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Update on boundary agreements with surrounding cities.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	Boundary agreement update
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

Status of Boundary Agreements

- **Blue Ridge** - took agreement to City Council on 11-7-17 and they are still in deliberation. It was supposed to go to the City Council in December. Email was received on 1-5-18 that indicated the issue was tabled and the Mayor has not brought it up again at this point. Emailed Edie Sims, City Secretary, on 2-20-18 to see if their Mayor and/or Council has discussed the agreement again. Received email from Edie Sims on 2-22-18 that stated the Mayor had indicated the agreement would go before their City Council on April 3rd.
- **Nevada** – Sandra Green received a call from the City of Nevada's attorney on 12-14-17. He did not like the way the directions were written in the agreement and was going to revise the wording and forward to us. He stated neither he nor Council had any issues with the boundaries as they were presented. An email was sent on 1-5-18 to check the status. Another email was sent on 2-20-18 to request a meeting between their Mayor and/or City Manager and Farmersville's Mayor and/or City Manager. Email received from City Secretary, Judy Hill, on 2-21-18 that stated she forwarded email to their Mayor.
- **Josephine** – emailed agreement and they received. Mayor called Sandra Green and asked a few simple questions and stated he would forward to their City Attorney for review. An email was sent on 1-5-18 to check on the status. Another email was sent on 2-20-18 to request a meeting between their Mayor and/or City Manager and Farmersville's Mayor and/or City Manager. Emailed the City Secretary to schedule a meeting with their Mayor. She emailed back and a meeting is scheduled for March 6th to discuss the boundary agreement.
- **Lavon** – agreement is with their City Attorney for review. Only hold up is the Attorney's workload. An email was sent on 1-5-18 to follow-up. I emailed Kim Dobbs, City Administrator, on 2-15-18 and sent her a

new map showing the overlay of the Garland Agreement and our Boundary Agreement. I told her I would forward the boundary agreement once the wording was fixed showing we are only wanting them to acknowledge our boundary. Spoke with Kim Dobbs on 2-15-18 and she, the Farmersville's City Attorney, City Secretary, and City Manager agreed that Lavon would never border the City of Farmersville according to the maps provided in the Garland Agreement.

- **Caddo Mills** – emailed agreement to City, but no response yet. An email was sent on 1-5-18 for status. Another email was sent on 2-20-18 to request a meeting between their Mayor and/or City Manager and Farmersville's Mayor and/or City Manager.

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon removing Lynette Fulkerson-Grady and appointing new member to the City Amenities Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 27, 2018
Attachment(s)	Application from Helaine Holbrook
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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Helaine Holbrook Home Phone 972-784-6360
Home Address: 1239 Willow, Farmersville Work Phone _____
Cell Phone 972-832-6241
Mailing Address: Same Email Address: hholbrook57@gmail.com
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 30 yrs.
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Retired Teacher Employer: _____
State details of previous experience on any City Boards or Commissions (in any City):
4-B
Chamber of Commerce

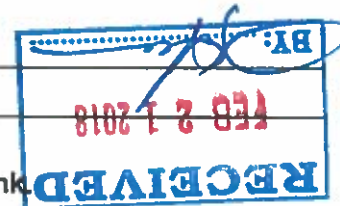
List memberships in any civic organizations:

Historical Society

FBC Library Board

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank



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

Amenities

Signature Helaine Holbrook Date 2-21-18

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

VII. Executive Session

VIII. Reconvene From Executive Session

IX. Requests to be Placed on Future Agendas

X. Adjournment