

## **VI. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon the J.W. SPAIN Complex Little League contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	<ul style="list-style-type: none"> <li>• Little League Contract</li> <li>• Insurance</li> <li>• Financials</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Insurance was received that meets all the City requirements according to the contract</li> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**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)  
03/13/2018

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).

<b>PRODUCER</b>  Adam Jackson Insurance Agency P.O. Box 215 Anna TX 75409	<b>CONTACT</b> <b>NAME:</b> Adam B Jackson	
	<b>PHONE</b> (A/C, NO, EXT): 972-924-3535	<b>FAX</b> (A/C, NO): 972-924-9798
<b>E-MAIL</b> <b>ADDRESS:</b> ajackson@farmersinsurance.com		
<b>INSURED</b>  Farmersville Little League 218 Jouette St Farmersville TX 75442	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United States Liability Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
		<b>NAIC #</b> 25895

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NPP1581082	03/12/2018	03/12/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
	\$0 Deductible						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ Included
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		XL 1585522	03/12/2018	03/12/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED RETENTION \$						Products/Completed Op \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A					PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder has been added as an Additional Insured to the above listed General Liability and Umbrella Liability Policies.  
United States Liability Insurance Company AM Best Rating: A++

CERTIFICATE HOLDER

CANCELLATION

City Of Farmersville 205 South Main St Farmersville TX 75442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Adam B Jackson



FUB

FREE SMALL BUSINESS \*\*6137

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

Available Balance

TJoltz

\$2,935.14

Available Balance

\$2,935.14



Date	Description	Amount
JAN 16 2018	ACH Credit: 180115P2 Square Inc 9424300002 18/01/18	\$889.17 \$2,935.14
JAN 11 2018	POS Debit - DDA AMAZON COM POS DEB 0301 01/11/18 1TGBZBF 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 PH LLIPS 66 - STOP FARMERSVILLE TX Card# 4909	(\$45.64) \$2,340.70
SEP 25 2017	DDA INCLEARING CHECK - 3082	(\$255.00) \$2,395.34
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 061230 APL* ITUNES.COM/BIL 666-712-7753 CA Card# 8576	(\$0.99) \$2,257.40
APR 24 2017	DDA INCLEARING CHECK - 3079	(\$680.32) \$2,258.99
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) \$2,558.71
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) \$3,526.27
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	(\$897.95) \$12,152.27
MAR 24 2017	POS ATM DEBIT DBT CRD 2302 03/23/17 031968 BADEN SPORTS INC SHOPBADEN.COM WA Card# 8576	(\$99.99) \$13,090.23
MAR 22 2017	POS ATM DEBIT DBT CRD 1434 03/22/17 0-44740 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 \$13,526.56
MAR 15 2017	ACH Debit PURCHASE BENEMARCINC 3383693141 17/03/15	(\$1,067.50) \$13,541.96
MAR 6 2017	REGULAR DEPOSIT	\$85.00 \$14,600.46
FEB 28 2017	REGULAR DEPOSIT	\$385.00 \$14,524.46
FEB 21 2017	ACH Credit 170218P2 Square Inc 9424300002 17/02/11	\$82.66 \$14,133.46
FEB 13 2017	ACH Credit 170213P2 Square Inc 9424300002 17/02/13	\$57.75 \$14,055.80
FEB 13 2017	REGULAR DEPOSIT	\$675.00 \$12,999.35
FEB 9 2017	REGULAR DEPOSIT	\$760.00 \$13,324.05
FEB 8 2017	POS Recurring Debit - DDA DBT CRD 0350 02/08/17 033699 GAMECHANGER MEDIA, 518-712-9466 NY Card# 8576	(\$19.97) \$12,564.35
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 \$10,270.50
JAN 24 2017	REGULAR DEPOSIT	\$1,955.00 \$8,485.50
JAN 23 2017	ACH Credit 170123P2 Square Inc 9424300002 17/01/23	\$933.57 \$8,530.80
JAN 19 2017	ACH Credit 170119P2 Square Inc 9424300002 17/01/19	\$82.66 \$8,597.22
JAN 19 2017	REGULAR DEPOSIT	\$2,125.00 \$8,514.57
JAN 19 2017	REGULAR DEPOSIT	\$1,010.00 \$9,339.57
JAN 17 2017	ACH Credit 170116P2 Square Inc 9424300002 17/01/17	\$1,789.35 \$8,379.57
JAN 4 2017	DDA REGULAR CHECK - 3071	(\$200.00) \$8,179.57
OCT 13 2016	POS ATM DEBIT DBT CRD 1030 10/13/16 040812 JUSTBATS COM 866-321-2287 MO Card# 6575	(\$179.99) \$790.27
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 - 2059	(\$570.00) \$3,255.76
JUN 29 2016	POS Recurring Debit - DDA DBT CRD 2141 06/28/16 031495 GAMECHANGER MEDIA, 518-712-9456 NY Card# 8576	(\$7.99) \$3,526.78
MAY 31 2016	POS Recurring Debit - DDA DBT CRD 2138 05/28/16 024934 GAMECHANGER MEDIA, 518-712-9456 NY Card# 8576	(\$7.99) \$3,834.77
MAY 23 2016	DDA INCLEARING CHECK - 3066	(\$424.30) \$3,942.76
MAY 11 2016	DDA INCLEARING CHECK - 3065	(\$612.73) \$4,267.55
MAY 6 2016	DDA INCLEARING CHECK - 3064	(\$941.69) \$4,879.79

MAY 4 2016	DDA INCLEARING CHECK - 5303	(\$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 015396 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 004957 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 04/17/15 56MW4ORW 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) \$5,090.97
APR 6 2016	DDA INCLEARING CHECK - 3057	(\$2,600.00) \$5,044.84
APR 4 2016	DDA INCLEARING CHECK - 3059	(\$415.52) \$7,544.84
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) \$5,060.35
MAR 31 2016	REGULAR DEPOSIT	\$255.00 \$5,161.04
MAR 29 2016	POS Recurring Debit - DDA DBT CRD 2134 03/23/16 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	(\$5,863.41) \$7,614.33
MAR 21 2016	DDA INCLEARING CHECK - 3055	(\$1,210.39) \$3,347.44
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 \$15,493.01
MAR 2 2016	DDA REGULAR CHECK - 3054	(\$75.00) \$14,643.01
MAR 1 2016	POS ATM DEBIT DBT CRD 2334 02/29/16 078426 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) \$14,545.01
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, 516-712-9466 NY Card# 8576	(\$7.99) \$14,257.01
FEB 25 2016	DDA REGULAR CHECK - 3053	(\$85.00) \$14,273.00
FEB 23 2016	DDA INCLEARING CHECK - 3052	(\$120.00) \$14,353.00
FEB 22 2016	REGULAR DEPOSIT	\$765.00 \$14,480.00
FEB 19 2016	REGULAR DEPOSIT	\$335.00 \$12,715.00
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 \$5,443.56

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

[illegible]

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Update from the City Amenities Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Member of the City Amenities Board to present to Council</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon Gantt chart of staff time for working on Camden Park, Big D Concrete, and other projects.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Ben White to lead discussion</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss and act upon Texas-New Mexico property at the entrance of Camden Park.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss and act upon Resolution #R-2018-0403-001 regarding the renewal of the City Investment Policy.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Resolution #R-2018-0403-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2018-0403-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CONFIRMING ITS REVIEW OF THE CITY OF FARMERSVILLE INVESTMENT POLICY AND RELATED INVESTMENT STRATEGIES ADOPTED BY AND THROUGH RESOLUTION # R-2015-0623-001 AND REAFFIRMING AND READOPTING SAID INVESTMENT POLICY AND RELATED INVESTMENT STRATEGIES, AND PROVIDING FOR A EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville acknowledges the high priority of providing the necessary guardianship of public funds in the municipal sector; and,

**WHEREAS**, the City Council has previously established and expressly intends to maintain high fiscal standards, delegate treasury and investment duties to appropriate officials, and to review the actual performance at regular intervals; and,

**WHEREAS**, the City Council has implemented investment requirements set forth in the Texas Government Code, 2256.005, Public Funds Investment, Subchapter A- Public Funds Investment Act and Subchapter B- Investment of Public Funds; and

**WHEREAS**, the City Council has reviewed the City of Farmersville Investment Policy, attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, and investment strategies related thereto pursuant to Texas Government Code, 2256.005(e) and now desires to confirm such review and reaffirm and readopt the City of Farmersville Investment Policy adopted by and through Ordinance # R-2015-0623-001.

**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 of Farmersville Investment Policy attached hereto as Exhibit A is hereby reaffirmed and readopted as the official policy of the City of Farmersville.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionally shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentences, paragraph or section.



**Section 4.** This Resolution shall take effect immediately from its passage.

**DULY PASSED AND RESOLVED**, by the City Council of the City of Farmersville, Texas on this 27th day of March, 2018.

**APPROVED:**

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

**ATTEST:**

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

## EXHIBIT "A"

### CITY OF FARMERSVILLE INVESTMENT POLICY

A component part of the overall financial management of the City of Farmersville, Texas is an effective cash management plan. Many factors determine the amount of funds on hand during any fiscal year, but these funds are an important revenue source for the City budget. It is imperative that these funds be managed in such a way as to be responsive to the public need and consistent with a conservative cash management plan. To provide this framework for effective cash management, an Investment Policy and a Statement of Investment Strategy have been prepared.

#### ***Purpose:***

The Investment Policy is authorized by the City Council of the City of Farmersville in accordance with Chapter 2256, Texas Government Code, also known as the Public Funds Investment Act (PFIA). The Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of City funds. All such funds will be managed within the guidelines of this Policy with the exception of pension and other deferred compensation plans that are separately managed. Bond funds, in addition to this Policy, shall be managed in accordance with their issuing documentation and all applicable state and federal law.

This Policy provides a separate written investment strategy for each of the City's funds. Each investment strategy describes the investment objectives for each particular fund according to the following priorities:

- 1) Investment Suitability
- 2) Preservation and Safety of Principal
- 3) Liquidity
- 4) Marketability Prior to Maturity of each Investment
- 5) Diversification
- 6) Yield

#### ***Annual Review:***

The Investment Policy and the Statement of Investment Strategy will be reviewed on an annual basis by the City Council. Revisions and/or amendments will be approved and documented by the City Council. A written document shall attest to the annual review and amendment adoption.

#### ***Investment Objectives:***

The investment of funds will be governed by the following investment objectives, in order of priority:

Preservation and Safety of Principal Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from issuer defaults, erosion of market value, or other risks.

1. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements.
2. Public Trust: All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. All employees involved in the investment process shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.
3. Yield: The investment portfolio of the City shall be designed to attain a market rate of return throughout budgetary and economic cycles taking into account risk constraints and liquidity needs. Return on investment, while important, is of less importance than safety and liquidity.

***Authorized Investments:***

While the PFIA allows a wide range of eligible investments, the City has chosen to allow only the following, which are more restrictive than the PFIA:

1. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act.
2. State or local investment pools organized under the Interlocal Cooperation Act, operating in compliance with the P and authorized by the City Council. The investment pool must be rated AAA, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's). The investment objective of the pool must be to maintain a stable dollar net asset value.

***Prohibited Investments:***

The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security that is not authorized by Texas State law, or any direct investment in asset backed or mortgage-backed securities. The City expressly prohibits the acceptance of Interest-only (IO) and Principal-only (PO) Collateralized Mortgage Obligations (CMOs) as collateral for bank deposits or repurchase agreements. No transactions may be entered for speculation. No transaction may be entered using leverage.

***Protection of Principal:***

The City shall seek to control the risk of principal loss due to the failure of an issuer or grantor. Such default risk shall be controlled by investing only in the safest types of issuers as defined in the Policy and by collateralization as required by law.

The purchase of individual securities shall be executed by "delivery versus payment" (DVP) method through the City's safekeeping agent. By so doing, City funds are not

released until the City has received, through the safekeeping agent, the securities purchased.

***Diversification by Investment Type:***

When appropriate and applicable, diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. Undue concentrations of assets in a specific maturity sector shall be avoided. Bond proceeds may be invested to comply with Federal arbitrage restrictions or to facilitate arbitrage record-keeping and calculation.

***Diversification by Investment Maturity:***

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

***Operating Funds Strategy:***

*Suitability* - Any investment eligible in the Investment Policy is suitable for Operating Funds.

*Safety of Principal*- All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

*Marketability* - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

*Liquidity* - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

*Diversification* - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

*Yield* - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

### ***Debt Service Funds Strategy:***

*Suitability* - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

*Safety of Principal*- All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

*Marketability* - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

*Liquidity* - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

*Diversification* - Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to a bolster yield.

*Yield* - Attaining competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

### ***Ensuring Liquidity:***

Liquidity shall be achieved by analyzing and anticipating cash flow requirements, by investing in securities with active secondary markets and by maintaining minimum cash equivalent investment balances. An investment may be liquidated or redeemed prior to maturity for the following reasons:

1. To meet unanticipated cash requirements
2. To re-deploy cash into other investments expected to outperform current holdings
3. To otherwise to adjust the portfolio.

***Depository Agreements:***

The City will select and designate a qualified primary bank depository in compliance with State law and the City's purchasing policy.

All depository balances shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Depositories will be required to sign a Depository Agreement with the City. The Agreement shall address any concerns in relation to acceptable collateral, levels of collateral, substitution and addition of collateral, and reporting and monitoring of collateral. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

The Agreement must be in writing;

The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and

The Agreement must be part of the Depository's "official record" continuously since its execution.

***Safekeeping and Custody:***

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure financial institution deposits and repurchase agreements.

Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral will be held by a third party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third party bank approved by the City and eligible under State law.

***Competitive Environment:***

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections.

***Authority to Invest:***

The City Manager and Finance Director shall be the Investment Officers. The Investment Officers shall oversee and approve any deposit, withdrawal, investment, transfer, documentation, and otherwise manage City funds according to this Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Investment Policy, the Statement of Investment Strategy, and other operational procedures established by the City Manager.

In order ensure qualified and capable investment management, within twelve (12) months after taking office or assuming duties, each Investment Officer shall attend a training session relating to his/her investment responsibilities and receive not less than ten (10) hours of instruction. On an ongoing basis, all Investment Officers shall receive not less than ten (10) hours of instruction in each subsequent two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will be conducted by an independent source approved by the Investment Committee and must include education in investment controls, security risks, strategy risks, market risks and compliance with the Public Funds Investment Act.

***Prudent Investment Management:***

Each Investment Officer shall perform his/her duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment, shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

***Standard of Care:***

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The PFIA states:

*"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."*

***Standard of Ethics:***

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions. Additionally, an Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any

relationship with the second degree by affinity or third degree of consanguinity to an individual seeking to sell investments to the City.

***Internal Controls:***

The City Manager will establish a system of internal controls that shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by City staff. Controls deemed most important would include, but not be limited to:

1. Control of collusion
2. Separation of duties
3. Custodial safekeeping
4. Avoidance of bearer-form securities
5. Clear delegation of authority
6. Written confirmation of telephone transactions
7. Documentation of transactions

As part of the annual audit, the Investment Officers shall facilitate an independent review by the City's external auditor to assure compliance with policies and procedures.

***Monitoring Market Value:***

Market value of all collateral, mutual funds, pools, and securities will be monitored periodically and obtained from a reputable and independent source.

***Effect of Loss of Rating:***

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. At least quarterly, the City shall monitor the rating of all investments, as applicable.

***Exemption for Existing Investments:***

The City is not required to liquidate investments authorized at the time of purchase.

***Performance:***

The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. Weighted average yield to maturity shall be the performance measurement standard.

***Investment Policy Certification:***

All investment providers, including financial institutions, broker/dealers, money market mutual funds, and local government investment pools, must sign a certification



acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy.

***Reporting:***

The Investment Officers shall prepare an investment report monthly in compliance with the PFIA. This report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council.

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss and act upon proposal for new police vehicle
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Proposal
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## GOVERNMENT CAPITAL CORPORATION

March 21, 2018\* Revised

Mrs. Daphne Hamlin  
Farmersville City Hall  
(972) 782-6151  
d.hamlin@farmersvilletx.com

Dear Mrs. Hamlin,

Thank you for the opportunity to present proposed financing for City of Farmersville. I am submitting for your review the following proposed structure:

ISSUER:	City of Farmersville, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005

EQUIPMENT COST:	\$ 41,623.69
TERM:	3 Annual Payments      4 Annual Payments
TRUE INTEREST COST:	4.257%      4.257%
PAYMENT AMOUNT:	\$ 16,935.09      \$ 12,962.28
PAYMENTS BEGINNING:	March 2019 and annually thereafter

EQUIPMENT COST:	\$ 44,561.95
TERM:	3 Annual Payments      4 Annual Payments
TRUE INTEREST COST:	4.257%      4.257%
PAYMENT AMOUNT:	\$ 18,130.56      \$ 13,877.30
PAYMENTS BEGINNING:	March 2019 and annually thereafter

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes \$500 documentation fee, this can be financed in or paid outside of closing. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. Additionally, Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*

Stephanie Cates  
Client Services  
CC:Kevin Lerner  
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours, (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction, and (iii) is not recommending that you take an action with respect to this transaction.

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and act upon Resolution #R-2018-0403-002 regarding the sale of surplus items for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	<ul style="list-style-type: none"> <li>• Resolution #R-2018-0403-002</li> <li>• Pictures of Body Camera's</li> </ul>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2018-0403-002**

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

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

Model # LE3, Serial No. LE3-011372, Body Camera,  
Model # LE2, Serial No. LE2-902300, Body Camera,  
Model # LE3, Serial No. LE3-011363, Body Camera,  
Model # LE3, Serial No. LE3-011515, Body Camera,  
Model # LE3, Serial No. LE3-011362, Body Camera,  
Model # LE3, Serial No. LE3-012195, Body Camera,  
Model # LE3, Serial No. LE3-010283, Body Camera,  
Model # LE3, Serial No. LE3-011367, Body Camera,  
Model # LE3, Serial No. LE3-011514, Body Camera (collectively the "Described Items"); and

**WHEREAS**, the manufacturer's website regarding the Described Items indicates the expected lifespan of the Model # LE3 Body Camera is four (4) years; and

**WHEREAS**, the Described Items are at or beyond their expected lifespan, and have been replaced by the City with new body cameras; and

**WHEREAS**, staff has learned that the Described Items typically sell for approximately \$30 each at auction; and

**WHEREAS**, staff recommends the Described Items above be declared surplus property and be offered for sale to City of Farmersville Police Officers, one per officer at a price of \$30, with the remainder being sold at auction with the net proceeds from the sale of the Described Items being placed in the Police Department's Fund.

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

**Section 1. FINDINGS INCORPORATED.**

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

## **Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD**

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property as follows:

- (a) Each City of Farmersville Police Officer will be offered the opportunity to purchase one of the Described Items at a price of \$30 as is where is with no guaranty or warranty of any kind, either actual or implied, and which amount does not include any rights, licenses or privileges in any software, hardware or other equipment and facilities related to, used for, or necessary to the use of, the Described Items; and
- (b) All remaining Described Items will be sold at auction; and
- (c) All proceeds from such sale less any and all costs associated with the sale of said personal property will be deposited in the Police Department's Fund.

## **Section 3: EFFECTIVE DATE**

This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED** this the 3<sup>rd</sup> day of April, 2018.

**APPROVED:**

---

Diane C. Piwko, Mayor

**ATTEST:**

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Sandra Green, City Secretary









Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon Resolution #R-2018-0403-003 regarding the National Incident-Based Reporting System Grant for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Resolution #R-2018-0403-003
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION #R-2018-0403-003**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, IN SUPPORT  
OF A GRANT APPLICATION FROM THE JUSTICE ASSISTANCE GRANT  
FOR THE NATIONAL INCIDENT-BASED REPORTING SYSTEM ("NIBRS").**

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds it is in the best interest of the citizens of Farmersville, Texas that a grant application for the National Incident-Based Reporting System ("NIBRS") 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 the 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; and

**WHEREAS**, the City Council of City of Farmersville, Texas designates the Police Chief of the City of Farmersville, Michael P. Sullivan, as the grantee's "Authorized Official" for purposes of the Grant; and

**WHEREAS**, 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 National Incident-Based Reporting System ("NIBRS") to the Office of the Governor.

PASSED by a majority of a quorum of the City Council of the City of Farmersville, Texas, at a special called meeting on this 3<sup>rd</sup> Day of April, 2018.

**APPROVED THIS 3<sup>rd</sup> DAY OF APRIL, 2018.**

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

ATTEST:

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Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Consider, discuss and act upon an easement that grants the City of Farmersville the non-exclusive easement and right to construct, reconstruct and perpetually maintain sanitary sewer facilities and all necessary appurtenances on property along U.S. Highway 380 belonging to Jesus Tapia Villalba and Alejandro Tapia Villalba.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Sewer Easement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**AFTER RECORDING, RETURN TO:**

Benjamin L. White, P.E.  
City Manager  
CITY OF FARMERSVILLE  
205 S. Main Street  
Farmersville, Texas 75442

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**SEWER EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **Jesus Tapia Villalba and Alejandro Tapia Villalba** ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF FARMERSVILLE**, a Texas municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto Grantee, a non-exclusive easement and right to construct, reconstruct and perpetually maintain sanitary sewer facilities and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property:

BEING 7,405.20 square feet or 0.17 acres of land in the W. B. Williams Survey, Abstract No. A0952, Collin County, Texas, more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

*Grantor hereby grants to Grantee a temporary construction easement of twenty feet (20') running parallel along the North side of the Easement Property depicted in Exhibits A and B, with rights of ingress and egress for the construction of sanitary sewer lines and related improvements, such*

*temporary construction easement terminating upon completion of construction.*

Improvements may be placed on the Easement Property that are compatible with the Grantee's use of the easement and Facilities as are approved by the Grantee. Subject to the foregoing, Grantor reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the easement and Facilities by Grantee. No structures except driveways, parking lots, and irrigation may be placed in or upon and across the Easement Property. Soft landscaping excluding trees may be placed in or upon and across the Easement Property.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

In the event the easement hereby granted abuts on a public road and the city, county, or state hereafter widens or relocates the public road so as to require the relocation of any utility line or facilities installed by Grantee in the permanent easement described above, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said utility line or facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the utility line as relocated.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as

described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE GRANTOR'S HAND to be EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
JESUS TAPIA VILLALBA  
Owner

Date of Execution \_\_\_\_\_

By: \_\_\_\_\_  
ALEXJANDRO TAPIA VILLALBA  
Owner

Date of Execution \_\_\_\_\_

AGREED AND ACCEPTED:

**CITY OF FARMERSVILLE**

By: \_\_\_\_\_  
BENJAMIN L. WHITE, P.E., CPM  
City Manager

ATTEST:

\_\_\_\_\_  
PAULA JACKSON  
Interim City Secretary

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Jesus Tapia Villalba, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF MARCH, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Alexjandro Tapia Villalba, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF MARCH, 2018.

\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by BENJAMIN L. WHITE, P.E., CPM, City Manager of the **CITY OF FARMERSVILLE**, a Texas municipal corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF MARCH, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT A

## 20' WIDE SANITARY SEWER EASEMENT W.B. WILLIAMS SURVEY, A-952 COLLIN COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF COLLIN

BEING all that tract of land in Collin County, Texas, out of the W.B. Williams Survey, A-952, and being part of that called 2.069 acres of land described in a deed to Jesus Tapia Villalba and Alexjandro Tapia Villalba as recorded under CC# 20140519000494210 of the Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point in the center of Hannah Drive, on the North line of U.S. Highway No. 380, and at the Southwest corner of said 2.069 acres;

THENCE North 05 degrees 50 minutes 11 seconds East, 20.00 feet along said Hannah Drive to a point;

THENCE South 85 degrees 26 minutes 03 seconds East, 132.44 feet to a point;

THENCE South 63 degrees 11 minutes 42 seconds East, 54.86 feet to a point;

THENCE South 88 degrees 55 minutes 42 seconds East, 175.83 feet to a point on the East line of said 2.069 acres;

THENCE South 00 degrees 55 minutes 44 seconds West, 20.00 feet along the East line of said 2.069 acres to a point on the North line of said U.S. Highway No. 380, same being the Southeast corner of said 2.069 acres;

THENCE along the North line of said U.S. Highway No. 380 as follows:

North 88 degrees 55 minutes 42 seconds West, 180.45 feet to a point;  
North 63 degrees 11 minutes 42 seconds West, 55.50 feet to a point;  
North 85 degrees 26 minutes 03 seconds West, 128.95 feet to the POINT OF BEGINNING, containing 0.17 acres of land.

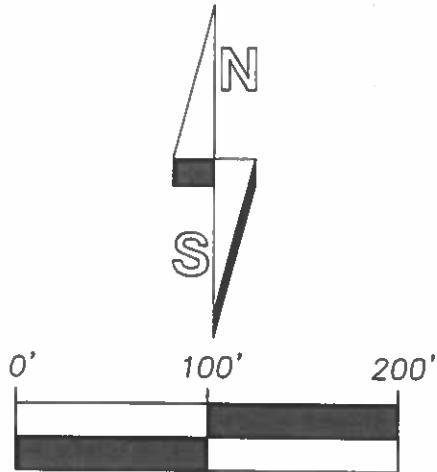


*Matthew Busby*  
Matthew Busby  
R.P.L.S. No. 5751

March 15, 2018

# EXHIBIT B

## 20' WIDE SANITARY SEWER EASEMENT W.B. WILLIAMS SURVEY, A-952 COLLIN COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 05°50'11" E	20.00'
L2	S 85°26'03" E	132.44'
L3	S 63°11'42" E	54.86'
L4	S 88°55'42" E	175.83'
L5	S 00°55'44" W	20.00'
L6	N 88°55'42" W	180.45'
L7	N 63°11'42" W	55.50'
L8	N 85°26'03" W	128.95'

*Note: Bearings based on Texas Plane  
Coordinate System, Texas North Central  
Zone 4202, North American Datum 1983.*

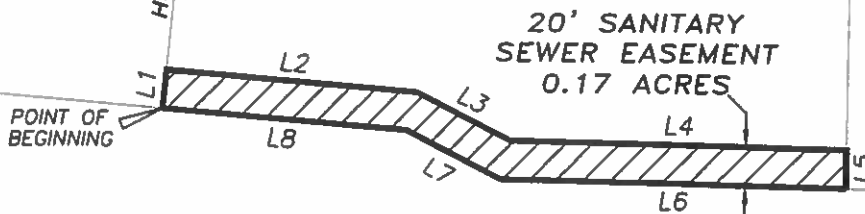
CALLED 3.431 ACRES  
DAVID P. STEPHENSON  
LISA M. STEPHENSON  
CC# 20160628000816500

CALLLED 2.069 ACRES  
JESUS TAPIA VILLALBA  
ALEJANDRO TAPIA VILLALBA  
CC# 20140519000494210

LOT 1

LOT 2

FARMERSVILLE WEST ADDITION  
VOL. P, PG. 275



Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss and act upon two agreements between the City of Farmersville and Jesus Tapia Villalba and Alejandro Tapia Villalba allowing sewer taps on the owner's property in exchange for a sanitary sewer easement.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Sewer Tap Agreements
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**AFTER RECORDING, RETURN TO:**

City Secretary  
CITY OF FARMERSVILLE  
205 S. Main Street  
Farmersville, Texas 75442

**CITY OF FARMERSVILLE  
SEWER TAP AGREEMENT**

(Jesus Tapia Villalba and Alejandro Tapia Villalba)

This Sewer Tap Agreement ("Agreement") is effective from and after the date of execution of the last party to sign this Agreement, by and between the **CITY OF FARMERSVILLE, TEXAS** ("City"), a Type A general-law municipal corporation, and **Jesus Tapia Villalba and Alejandro Tapia Villalba**, in their capacity as the owner of the "Property" described herein below ("Property Owner").

WHEREAS, Jesus Tapia Villalba and Alejandro Tapia Villalba own a certain tract of property containing approximately 2.069 acres of land, more or less, in the WB Williams Survey, Abstract No. A0952, tract 265, City of Farmersville, Collin County, Texas (the "Property"); and

WHEREAS, the Property Owner requested a sewer tap in return for granting a sewer easement on the Property;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.
2. City agrees to install and connect, at City's sole cost and expense for labor and materials, two (2) sanitary sewer taps up to six inches (6") in diameter to the City's sanitary sewer main. Said Sewer Tap shall be installed in accordance with the City's then applicable design guidelines.
3. Property Owner agrees to provide City at least 60 days' written notice requesting the installation of Sewer Tap to serve the Property. City will use its best efforts to install Sewer Tap within thirty (30) days and no later than sixty (60) days following City's receipt of Property Owner's written request for a Sewer Tap.
4. Property Owner agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements for any work performed by Property Owner on or about the Property shall be the responsibility of Property Owner. Likewise, coordination for

any work performed by Property Owner on or about the Property with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of Property Owner.

5. Property Owner expressly acknowledges that by entering into this Agreement, Property Owner together with its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits hereto as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City except as herein specifically identified and agreed.
6. This Agreement shall be a covenant running with the land, and be binding upon Property Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
7. This Agreement shall not be assignable by Property Owner without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
8. This Agreement has been duly authorized by the respective governing bodies of the parties hereto and the undersigned officer is the duly authorized officer of each entity to execute this Agreement.
9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives and successors.
10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral agreements between the parties respecting the subject matter.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date indicated below.

***CITY OF FARMERSVILLE***

By: \_\_\_\_\_  
Diane C. Piwko  
Mayor

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Jesus Tapia Villalba

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alejandro Tapia Villalba

Date: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN           §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jesus Tapia Villalba, in his capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Jesus Tapia Villalba owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_



THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alejandro Tapia Villalba, in her capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Alejandro Tapia Villalba owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**

City Secretary  
CITY OF FARMERSVILLE  
205 S. Main Street  
Farmersville, Texas 75442

**CITY OF FARMERSVILLE  
SEWER TAP AGREEMENT**

(Jesus Tapia Villalba and Alejandro Tapia Villalba)

This Sewer Tap Agreement ("Agreement") is effective from and after the date of execution of the last party to sign this Agreement, by and between the **CITY OF FARMERSVILLE, TEXAS** ("City"), a Type A general-law municipal corporation, and **Jesus Tapia Villalba and Alejandro Tapia Villalba**, in their capacity as the owner of the "Property" described herein below ("Property Owner").

WHEREAS, Jesus Tapia Villalba and Alejandro Tapia Villalba own a certain tract of property containing approximately 2.223 acres of land, more or less, in the WB Williams Survey, Abstract No. A0952, tract 259, City of Farmersville, Collin County, Texas (the "Property"); and

WHEREAS, the Property Owner requested a sewer tap and a service line in return for granting a sewer easement on the Property;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.
2. City agrees to install and connect, at City's sole cost and expense for labor and materials, two (2) sanitary sewer taps up to six inches (6") in diameter to the City's sanitary sewer main. Said Sewer Tap shall be installed in accordance with the City's then applicable design guidelines.
3. Property Owner agrees to provide City at least 60 days' written notice requesting the installation of Sewer Tap to serve the Property. City will use its best efforts to install Sewer Tap within thirty (30) days and no later than sixty (60) days following City's receipt of Property Owner's written request for a Sewer Tap.
4. The City shall be responsible for all costs, expenses and fees associated with the design and construction of up to one (1), four inch (4") service line connected from a building on the property to said Sewer Tap and that said Sewer Tap shall be used by only one sewer customer of City.

5. Property Owner agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements for any work performed by Property Owner on or about the Property shall be the responsibility of Property Owner. Likewise, coordination for any work performed by Property Owner on or about the Property with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of Property Owner.
6. Property Owner expressly acknowledges that by entering into this Agreement, Property Owner together with its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits hereto as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City except as herein specifically identified and agreed.
7. This Agreement shall be a covenant running with the land, and be binding upon Property Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
8. This Agreement shall not be assignable by Property Owner without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
9. This Agreement has been duly authorized by the respective governing bodies of the parties hereto and the undersigned officer is the duly authorized officer of each entity to execute this Agreement.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives and successors.
11. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral agreements between the parties respecting the subject matter.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date indicated below.

***CITY OF FARMERSVILLE***

By: \_\_\_\_\_  
Diane C. Piwko  
Mayor

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Jesus Tapia Villalba

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alejandro Tapia Villalba

Date: \_\_\_\_\_

THE STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Collin County, Texas

My commission expires \_\_\_\_\_

THE STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jesus Tapia Villalba, in his capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Jesus Tapia Villalba owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alejandro Tapia Villalba, in her capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Alejandro Tapia Villalba owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

Agenda Section	Regular Agenda
Section Number	VI.K
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding Road and Bridge improvements within the City of Farmersville.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 3, 2018
Attachment(s)	Interlocal Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **INTERLOCAL COOPERATION AGREEMENT**

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Farmersville, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

### **I.**

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

**ROAD IMPROVEMENTS IN ACCORDANCE WITH**

**COURT ORDER NO. \_\_\_\_\_ (Copy Attached).**

### **II.**

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for



work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

### III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

### IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

If to City:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

### **Dispute Resolution**

#### **Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Farmersville will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

#### **Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

COLLIN COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Judge

CITY OF FARMERSVILLE

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **VII. Executive Session**

## **VIII. Reconvene from Executive Session**

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

## **X. Adjournment**