



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
April 12, 2022, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**WATCH THE LIVE BROADCAST**

This meeting will be broadcast live through the City's website and by telephone. Members of the public who wish to watch this meeting, and not speak or participate in the discussion, may watch the live broadcast by

1. Going to the City's website;
2. Clicking on "GOVERNMENT";
3. Clicking on "AGENDAS AND MINUTES";
4. Clicking on the "[click here](#)" link that is located to the right of "**LIVE STREAMING.**"

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
  - Calendar of upcoming holidays and meetings.
  - May 7, 2022 Joint General and Special Election Collin County Early Voting and Election Day Location, Dates and Hours.

**II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

### III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

If you wish to address the City Council on a matter not posted on this agenda, please fill out a " Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.

### IV. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes (03-22-2022)
- B. Public Works Report
- C. Public Works Report
- D. City Manager Report

### V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Amenities Board
  - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
  - 1. Possible Council Liaison Report.

- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Possible council Liaison Report.
- D. Main Street Board
  - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Possible council Liaison Report
- F. Planning & Zoning Commission
  - 1. Possible Council Liaison Report.
- G. TIRZ Board
  - 1. Possible Council Liaison

**VI. REGULAR AGENDA**

- A. Consider, discuss and act upon a presentation by Dan Bennet regarding Hydrilla at South Lake Park.
- B. Consider, discuss and act upon a contract with GrantWorks, Inc., for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements.
- C. Consider, discuss and act upon a contract with GrantWorks, Inc., for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements.
- D. Consider, discuss and act upon a petition received by Casey Moran of PCRE LLC, for voluntary annexation of a 26.0183 acre tract of land situated within the ABS 739 Elijah B. Reed Survey, Collin County Texas, to call a public hearing for the consideration and possible adoption of an Annexation Ordinance and Service Plan.
- E. Consider, discuss and act upon a contract between City of Farmersville and Farmersville Community Development Corporation for authorization to make certain improvements to City Park, use of the City's Engineer, and FCDC's payment to the City of reimbursements for the City Engineer's performance of design and construction management fees and interim payments to the FCDC's Contractor for said FCDC Projects.
- F. Consider, discuss and act upon an appointment for a Director to the North Texas Municipal Water District Board.
- G. Consider, discuss and act upon accepting the resignation of Doris M. Cooks from the Main Street Program Advisory Board, effective immediately.
- H. Consider, discuss and act upon Board and Commisison member terms and applications of those interested to serve on a board..
- I. Consider, discuss and act upon information regarding the Fire Marshal Report.
- J. Consider, discuss and and act upon an update regarding the City Park bridge project.

K. Consider, discuss and act upon an update regarding information, upgrades and improvements to the J.W. Spain Complex concession stand.

**VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

**VIII. ADJOURNMENT**

**Dated this the 8th day of April, 2022.**

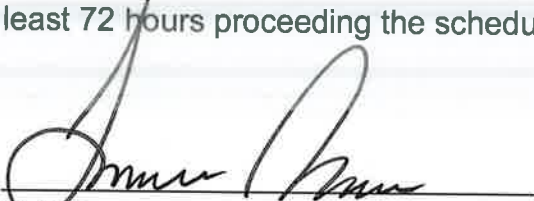


Bryon Wiebold, Mayor

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advise necessitated by the deliberation or discussion of said items (as needed) listed on the agenda, as authorized by Texas Government code Section 551.071(a) ("Consultation with Attorney, Closed Meeting").*

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 8th, 2022 by 6:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Tabatha Monk  
City Secretary



## **I. Preliminary Matters**

# APRIL 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 2 Farmersville Market 9:00 am
3	4	5	6	7 Parks & Recs Board Meeting 5:00 pm	8	9
10	11 FCDC (4B) Meeting 6:00 pm	12 City Council Meeting 6:00 pm	13	14	15 City Offices closed for Good Friday	16
17	18	19 P&Z Meeting 6:00 pm	20	21 FEDC (4A) Meeting 6:30 pm	22	23 Celebrate Trails Day
24	25 Early Voting 8am – 5pm	26 City Council Meeting 6:00 pm Early Voting 8am – 5pm	27 Early Voting 8am – 5pm	28 City Amenities Board Meeting 4:00 pm Early Voting 8am – 5pm	29 Early Voting 8am – 5pm	30 Early Voting 8am – 5pm

# MAY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Early Voting 7am – 7pm	3 Early Voting 7am – 7pm	4	5 Parks & Recs Board Meeting 5:00 pm	6	7 Farmersville Market 9:00 am Election Day 7 am - 7 pm
8 Main Street Meeting FCDC (4B) Meeting 6:00 pm	9	10 City Council Meeting 6:00 pm	11	12	13	14
15	16	17 P&Z Meeting 6:00 pm	18	19 FEDC (4A) Meeting 6:30 pm	20	21
22	23	24 City Council Meeting 6:00 pm	25	26 City Amenities Board Meeting 4:00 pm	27	28
29	30 City Hall Closed – Memorial Day	31				



**May 7, 2022**  
**Joint General and Special Election**  
**Collin County Early Voting Locations, Dates and Hours**

Exhibit "A"

Polling Place			Address		City	
Collin County Elections - Main			2010 Redbud Blvd, Ste. 102		McKinney 75069	
Allen ISD Service Center			1451 North Watters Road		Allen 75002	
Allen Municipal Courts Facility			301 Century Parkway		Allen 75013	
Anna City Hall Lobby			120 W. 7th		Anna 75409	
Blue Ridge ISD Administration Building			318 West School Street		Blue Ridge 75424	
Carpenter Park Rec Ctr			6701 Coit Road		Plano 75024	
Christ United Methodist Church			3101 Coit Road		Plano 75075	
Collin College Celina Campus			2505 Kinship Parkway		Celina 75009	
Collin College Farmersville Campus			501 S. Collin Parkway		Farmersville 75442	
Collin College Frisco Campus			9700 Wade Blvd.		Frisco 75035	
Collin College Higher Education Center			3452 Spur 399		McKinney 75069	
Collin College McKinney Campus			2200 University Drive		McKinney 75071	
Collin College Plano Campus			2800 Spring Creek Parkway		Plano 75074	
Collin College Wylie Campus			391 Country Club Road		Wylie 75098	
Community ISD Board Room			611 FM 1138 North		Nevada 75173	
Frisco Fire Station #8			14700 Rolater Road		Frisco 75034	
Gay Library			6861 W. Eldorado Pkwy		McKinney 75070	
Haggard Library			2501 Coit Road		Plano 75075	
Hunt Middle School			4900 Legendary Dr.		Frisco 75034	
Josephine City Hall			201 Main Street		Josephine 75173	
Lavon City Hall			120 School Road		Lavon 75166	
Lovejoy ISD Administration Bldg			259 Country Club Road		Allen 75002	
Lucas Community Center			665 Country Club Road		Lucas 75002	
Maus Middle School			12175 Coit Road		Frisco 75035	
McKinney Fire Station #5			6600 W Virginia Parkway		McKinney 75070	
McKinney Fire Station #7			861 Independence Parkway		McKinney 75070	
McKinney Fire Station #9			4900 Summit View Drive		McKinney 75071	
McKinney Fire Station #10			1150 Olympic Crossing		McKinney 75071	
Melissa City Hall			3411 Barker Avenue		Melissa 75454	
Michael J Felix Community Center			3815-E Sachse Road		Sachse 75048	
Murphy Community Center			205 N. Murphy Road		Murphy 75094	
New Hope Town Hall			121 Rockcrest Road		New Hope 75071	
Old Settlers Recreation Center			1201 E Louisiana St		McKinney 75069	
Parker City Hall			5700 E. Parker Road		Parker 75002	
Parr Library			6200 Windhaven Parkway		Plano 75093	
Plano ISD Administration Center			2700 W. 15th Street		Plano 75075	
Princeton Public Works			255 Monte Carlo Blvd		Princeton 75407	
Prosper Town Hall			250 W. First St.		Prosper 75078	
Wylie Senior Recreation Center			800 Thomas Street		Wylie 75098	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24-Apr	25-Apr Early Voting 8am – 5pm	26-Apr Early Voting 8am – 5pm	27-Apr Early Voting 8am – 5pm	28-Apr Early Voting 8am – 5pm	29-Apr Early Voting 8am – 5pm	30-Apr Early Voting 8am – 5pm
1-May	2-May Early Voting 7am – 7pm	3-May Early Voting 7am – 7pm	4-May	5-May	6-May	7-May



**May 7, 2022**  
**Joint General and Special Election**  
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Anna City Hall Lobby			120 W. 7th		Anna 75409	
Blue Ridge ISD Administration Building			318 West School Street		Blue Ridge 75424	
Carpenter Park Rec Ctr			6701 Coit Road		Plano 75024	
Christ United Methodist Church			3101 Coit Road		Plano 75075	
Collin College Celina Campus			2505 Kinship Parkway		Celina 75009	
Collin College Farmersville Campus			501 S. Collin Parkway		Farmersville 75442	
Collin College Frisco Campus			9700 Wade Blvd.		Frisco 75035	
Collin College Higher Education Center			3452 Spur 399		McKinney 75069	
Collin College McKinney Campus			2200 University Drive		McKinney 75071	
Collin College Plano Campus			2800 Spring Creek Parkway		Plano 75074	
Collin College Wylie Campus			391 Country Club Road		Wylie 75098	
Community ISD Board Room			611 FM 1138 North		Nevada 75173	
Frisco Fire Station #8			14700 Rolater Road		Frisco 75034	
Gay Library			6861 W. Eldorado Pkwy		McKinney 75070	
Haggard Library			2501 Coit Road		Plano 75075	
Hunt Middle School			4900 Legendary Dr.		Frisco 75034	
Josephine City Hall			201 Main Street		Josephine 75173	
Lavon City Hall			120 School Road		Lavon 75166	
Lovejoy ISD Administration Bldg			259 Country Club Road		Allen 75002	
Lucas Community Center			665 Country Club Road		Lucas 75002	
Maus Middle School			12175 Coit Road		Frisco 75035	
McKinney Fire Station #5			6600 W Virginia Parkway		McKinney 75070	
McKinney Fire Station #7			861 Independence Parkway		McKinney 75070	
McKinney Fire Station #9			4900 Summit View Drive		McKinney 75071	
McKinney Fire Station #10			1150 Olympic Crossing		McKinney 75071	
Melissa City Hall			3411 Barker Avenue		Melissa 75454	
Michael J Felix Community Center			3815-E Sachse Road		Sachse 75048	
Murphy Community Center			205 N. Murphy Road		Murphy 75094	
New Hope Town Hall			121 Rockcrest Road		New Hope 75071	
Old Settlers Recreation Center			1201 E Louisiana St		McKinney 75069	
Parker City Hall			5700 E. Parker Road		Parker 75002	
Parr Library			6200 Windhaven Parkway		Plano 75093	
Plano ISD Administration Center			2700 W. 15th Street		Plano 75075	
Princeton Public Works			255 Monte Carlo Blvd		Princeton 75407	
Prosper Town Hall			250 W. First St.		Prosper 75078	
Wylie Senior Recreation Center			800 Thomas Street		Wylie 75098	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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1-May	2-May Early Voting 7am – 7pm	3-May Early Voting 7am – 7pm	4-May	5-May	6-May	7-May

May 7, 2022

Exhibit "B"

**Joint General and Special Election  
Collin County Election Day Vote Centers 7am - 7pm**

<b>Polling Place</b>	<b>Address</b>	<b>City</b>
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna City Hall	111 N. Powell Pkwy.	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Blue Ridge ISD Admin Bldg	318 West School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Road	Plano 75023
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Christ United Methodist Church	3101 Coit Road	Plano 75075
Clark High School	523 W. Spring Creek Pkwy	Plano 75023
Collin College Celina Campus	2505 Kinship Parkway	Celina 75009
Collin College Farmersville Campus	501 S. Collin Parkway	Farmersville 75442
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 University Drive	McKinney 75071
Collin College Plano Campus	2800 Spring Creek Pkwy	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney 75069
Community ISD Board Room	611 FM 1138 North	Nevada 75173
Dowell Middle School	301 Ridge Road	McKinney 75070
Fairview Town Hall	372 Town Place	Fairview 75069
First Baptist Church Branch	7011 FM 546	Princeton 75407
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W Eldorado Pkwy	McKinney 75070
Haggar Elementary School	17820 Campbell Road	Dallas 75252
Haggard Library	2501 Coit Road	Plano 75075
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Josephine City Hall	201 Main Street	Josephine 75173
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Bldg	259 Country Club Road	Allen 75002
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing 75069
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Fire Station #5	6600 W Virginia Parkway	McKinney 75070
McKinney Fire Station #7	861 Independence Pkwy	McKinney 75070
McKinney Fire Station #9	4900 Summit View Drive	McKinney 75071
McKinney Fire Station #10	1150 Olympic Crossing	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J Felix Community Center	3815-E Sachse Road	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75071
Old Settlers Recreation Center	1201 E Louisiana St	McKinney 75069

**May 7, 2022**  
**Joint General and Special Election**  
**Collin County Election Day Vote Centers 7am - 7pm**

Exhibit "B"

Polling Place	Address	City
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Pkwy	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Princeton Public Works	255 Monte Carlo Blvd	Princeton 75407
Prosper Town Hall	250 W. First St.	Prosper 75078
Royse City ISD Mike McKinney Maint Facility	1420 FM 1777	Royse City 75189
Shepton High School	5505 Plano Parkway	Plano 75093
Shiloh Missionary Baptist Church	920 E. 14th Street	Plano 75074
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney 75070
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
UTD Callier Clinical Research Center	811 Synergy Park Blvd	Richardson 75080
Weston Community Center	117 Main Street	Weston 75097
Woodcreek Church	3400 E. Renner Road	Richardson 75082
Wylie Senior Recreation Center	800 Thomas Street	Wylie 75098

**II. Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)**

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Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II.
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	NA
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	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

### **III. cITIZEN COMMENTS ON MATTERS NOT ON AGENDA**

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Agenda Section	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	NA
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	If you wish to address the City Council on a matter not posted on this agenda, please fill out a " Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.
Action	NA



## **IV. Consent Agenda**

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Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes 03-22-2022
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION MINUTES  
March 22, 2022, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Mayor, Bryon Wiebold, called the meeting to order at 6:00 p.m. Council members, Craig Overstreet, Terry Williams, Ted Wagner, Mike Henry and Lance Hudson (arrived at 6:02 p.m.) were in attendance. City staff members City Manager, Ben White; City Secretary, Tabatha Monk, Finance Director, Daphne Hamlin; Fire Chief, Kevin Lisman, Police LT, Marcia Phillips, Warrant Officer, Rick Ranspot and City Attorney Alan Lathrom were also present.
- Prayer and pledges to the United States and Texas flags were led by Councilmember Overstreet.
- Mayor Wiebold advised citizens can check the City Calendar for any upcoming closings for holidays.

**II. PUBLIC COMMENT ON AGENA ITEMS (FOR NON-PUBLIC HEARING AGENDA**

- There were none.

**III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA**

- There were none.

**IV. CONSENT AGENDA**

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item so withdrawn individually. Councilmember Overstreet asked to withdraw for discussion the Financial Budget Report, Public Works Report and City Manager Report.

**A. City Council Minutes (03-08-2022)**

**Councilmember Henry** made a motion to approve the City Council Minutes.

**Councilmember Overstreet** seconded the motion to approve.

The motion was approved unanimously (5-0).

**V. INFORMATIONAL ITEMS**

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

**A. City Amenities Board**

**1. Possible Council Liaison Report**

**Councilmember Wagner** advised they will be meeting Thursday.

**B. Farmersville Community Development Board (Type B)**

**1. Possible Council Liaison Report**

**Councilmember Henry** advised they had a meeting on March 14<sup>th</sup>, they discussed finalizing their performance agreements with the different organizations that are requesting money, that is in process now. They reviewed the plans for City Park bridge, approved it and are moving forward. That was the majority of the meeting. They also had a special meeting last night for a approval of a budget amendment to pay for the City Park, which we will discuss later, but that was their sole topic and it passed last night. .

**C. FEDC Farmersville Economic Development Board (Type A)**

**1. Possible Council Liaison Report**

**Councilmember Williams** advised they met March 17<sup>th</sup> and they discussed a meeting with Matt Crowder, Councilmember Williams and Black Bike Wheels and also discussed a meeting Matt Crowder had with Champion Container regarding retention of businesses. They also discussed what Farmersville has to offer regarding bringing businesses to town and a possible incentive training given by Greg Last. .

**D. Main Street Board**

1. Possible Council Liaison Report

**Councilmember Overstreet** advised they met last Wednesday, however, he was unable to attend..

**E. Parks & Recreation Board**

1. Possible Council Liaison Report

**Councilmember Wagner** advised they met last night, however, he was unable to attend.

**F. Planning & Zoning Commission**

1. Possible Council Liaison Report

**Councilmember Hudson** advised they did a workshop and review of the Historic Downtown Overlay and they also approved a replat of the Mosley 2194 addition.

**G. TIRZ Board**

1. Possible Council Liaison Report

**Councilmember Overstreet** advised there was no meeting.

**VI. REGULAR AGENDA**

**A.** "Consider, discuss and act upon a donation from Sheryl. Webb to the Farmersville Police department for the cost of Leads on-line."

- Police Lt. Marcia Phillips spoke on this item and gave information what exactly Leads online can do.
- Sheryl Webb from Highway 380 Pawn in Princeton spoke regarding this donation form she and her father D.L. Caldwell.
- No motion needed.

**B.** "Consider, discuss and act upon a replat of Mosley 2194 Addition (Lot 1A & 1B Block 1)."

- Councilmember Hudson, recused himself from this item due to a conflict of interest.
- Mr. White updated the City Council with information regarding this item. He also advised there is a letter in the packet from the City Engineer recommending the approval of this item and that the Planning and Zoning Commission recommended approval of this item.
- **Councilmember Henry** made a motion to approve this item.

- **Councilmember Williams** seconded the motion to approve.
- The motion was approved unanimously (4-0 with Councilmember Hudson recused from the vote).

**C.** “Consider, discuss and act upon a petition received by Thomas F. Dodge of the Thomas Dodge Company for voluntary annexation of a tract of land situated within the ABS A0448 William Hemphill Survey, Sheet 3 Tract 20, 8.153 acres in Geographic ID R-6448-003-0200-1, Collin County Texas.”

- Mr. White updated City Council on this petition for annexation.
- City Attorney, Mr. Latham also, updated and advised City Council on this petition for annexation.
- **Councilmember Henry** made a motion that City Council gives staff direction in moving forward with the annexation process.
- **Councilmember Williams** seconded the motion.
- The motion was approved unanimously (4-0).

**D.** “Consider, discuss and act upon the February 2022 Budget Report and information regarding the use of OpenGov.”

- Mr. White gave the City Council an overview of the OpenGov system.
- Finance Director, Daphne Hamlin, updated the City Council on the February 2022 Budget, answered the Council's questions and demonstrated how to navigate through the OpenGov system made available to everyone on the City of Farmersville's website.
- No motion needed.

**E.** “Consider, discuss and act upon a presentation by Finance Director, Daphne Hamlin, regarding Tex-Pool and Tex-Star.”

- Finance Director, Daphne Hamlin, updated the Council on the informational reports from Tex-Pool and Tex-Star, and answered their questions about the two programs.
- No motion was needed.

**F.** “Consider, discuss and act upon information regarding Resolution, R-2022-0322-001, Investment policy and related investment strategies and reaffirming and readopting said investment policy and related investment strategies.”

- Mr. White advised the City Council regarding this time.
- **Councilmember Henry** made a motion to approve this Resolution.
- **Councilmember Williams** seconded the motion.
- The motion was approved unanimously (5-0).

**G.** “Consider, discuss and act upon information regarding Nelson Brothers Concrete.”

- Mr. White updated the City Council that everything is in order with Nelson Brothers all signatures on the final plat will be obtained this week and will then be taken to Collin County to be filed.

- No motion needed.

H. "Consider, discuss and possible action regarding the use and condition of City Park including, but not limited to, any repairs or improvements necessary to be performed on the bridge crossing the ephemeral stream and repairs or improvements to the banks and/or cladding of said stream, authorizing the Farmersville Community Development Corporation ("FCDC"), a Type B Tax Corporation, to take the lead in such repairs or improvements, obtain designs therefor, solicit and retain contractors to perform such work, and authorizing the FCDC and those persons and parties selected by FCDC to enter upon the City Park and perform all required work subject to the City Engineer's, City Inspector's and/or City Manager's approval, which approval shall not be unreasonably withheld or delayed."

- Discussion was made between City Council, Mr. White and Mr. Latham regarding the specifics of the bridge and the scope of the work needed as well as other discussions regarding the bridge.
- **Councilmember Henry** made a motion to approve the Farmersville Community Development Corporation to move forward with the project of rebuilding City Park Bridge.
- **Councilmember Hudson** seconded the motion.
- The motion was approved unanimously (5-0).

I. "Consider, discuss and possible action regarding an amendment to the Budget of the Farmersville Community Development Corporation ("FCDC"), a Type B Tax Corporation, that will allow the FCDC to retain all consultants and contractors as may be necessary to perform all work required to repair or replace and improve the bridge crossing the ephemeral stream and repair or improve the banks and/or cladding of said stream within the confines of City Park as a Type B Project and provide all other approvals required to make such Project an approved Type B Project for all purposes allowed by law."

- Councilmember Henry updated the Council on the discussions of the FCDC at their meeting the previous night.
- The City Council, Mr. White and Mr. Latham continued discussions on this time.
- Councilmember Henry advised that at the FCDC meeting they approved a budget of \$70,000.00 for the reconstruction of the bridge and the 2 walls underneath to support it. This will also include the contractor, the engineer, the inspections and the attorneys. Councilmember Henry also advised this was a pretty solid price, however, the only thing that really could affect the price would be the cost of steel.
- **Councilmember Overstreet** made a motion to approve.
- **Councilmember Henry** seconded the motion.
- The motion was approved unanimously (5-0).



J. "Consider, discuss and act upon an agreement with the Farmersville Community Development Corporation ("FCDC"), a Type B Tax Corporation, that will allow the FCDC to use the services of the City Engineer (at no cost to the City) for the design of all plans and specifications and perform such other tasks as may be requested by the FCDC regarding the repair or replacement and improvement of the bridge crossing the ephemeral stream and the repair or improvement of the banks and/or any cladding of said stream within the confines of City Park and at the option of the FCDC to either pay the City Engineer directly or reimburse the City for the fees, costs, and expenses attributable to the bridge and stream banks billed by the City Engineer."

- Councilmember Henry updated the Council that this item is to approval the FCDC to use the services of the city engineer and then the FCDC will reimburse the City for those cost.
- **Councilmember Henry** made a motion to approve.
- **Councilmember Wagner** seconded the motion.
- The motion was approved unanimously (5-0).

K. "Consider, discuss and act upon improvements, upgrades and information regarding Rambler Park."

- Mr. White shared some presentation materials indicating the future changes and upgrades to Rambler Park
- Discussion as made between Mr. White and the City Council.
- No motion needed.

L. Consider, discuss and act upon information regarding upgrades, improvements and information of the J.W. Spain Complex concession stand."

- Mr. White shared a graphic of the inside of the concession stand indicating the changes and improvements.
- Mr. White updated the Council on where they are on these improvements.
- Discussion continued between the Council and Mr. White.
- Mayor Wiebold advised he would like to have a really nice grand opening for this and invite the Little League, Parks Board and anyone that has been involved with this project.
- No motion needed.

## VII. REQUEST TO BE PLACED ON FUTURE AGENDA

- **Councilmember Overstreet** requested an update on the trickling arm filter on the wastewater treatment plant number one.
- **Councilmember Williams** requested an update regarding the prairie grass situation at South Lake and how that is coming along..
- **Councilmember Henry** requested an update on where the P&Z is on the Historical Overlay Ordinance and the Sign Ordinance.

**VIII. ADJOURNMENT**

**Mayor Wiebold** adjourned the meeting at 7:32 p.m.

APPROVE:

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Bryon Wiebold, Mayor

ATTEST:

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Tabatha Monk, City Secretary

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## Public Works Monthly Report

### Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

1. Navigate to: [www.farmersvilletx.com](http://www.farmersvilletx.com)
2. Select <OPENGOV> button
3. Navigate within OpenGOV menu to select the metric of choice

### Public Works General

1. Lost time accidents for the year.
  - a. Total Number for 2021-2022: 0
  - b. Accidents in Month: 0
2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

### Street System

1. Currently active projects in priority order
  - a. Farmersville/Collin Parkway, 4-lane divided (phase: construction, completion percentage: 100%)
  - b. For the last month the following streets received pothole repairs:
    - Sherry
    - Haughton
    - Hill
    - Pendelton
    - Haislip
    - Orange
    - Summit
    - Rolling Hills
    - South Rike
    - Farr Hill
    - East Santa Fe
    - Westgate
    - Bois D Arc
    - Merit

- c. Upcoming sign updates:
  - Washington Street at Candy Street
  - Washington Street at McKinney Street
  - Main Street at Candy Street
  - Main Street at Farmersville Parkway
- d. Texas Community Development Block Grant, Community Development Fund
  - Reconstruction and drainage improvements, Davis (Prospect) between Rike and Austin, North Rike: Houston to Davis, Austin: Davis to Houston
  - \$350K grant, \$52.5K match
  - Grant application complete, award notification August 2022. Possible contract Dec 2022.
- e. Texas Community Development Block Grant, Main Street Development Fund
  - Street and accessibility improvements, Farmersville Parkway South Main to Washington
  - \$350K grant, \$52.5K match
  - State contract start is Mar 2022. Awaiting formal contract from State to start execution.
2. Priority backlog items
  - a. US Economic Development Administration (EDA) Grant
    - Project being defined
    - Monetary grant ceiling defined by project
  - b. Develop thoroughfare impact fees
  - c. Institute railroad silent crossings

## Water System

1. Currently active projects in priority order
  - a. Eight-inch water line with fire hydrant support along Baker Lane for FISD (phase: construction, completion percentage: Complete).
  - b. Expand water system down CR 610 to rural customers. (phase: bid, completion percentage: 5%).
  - c. Disconnect old water line on South Rike Street.
2. Large water leak repairs
  - a. Beech
3. Priority backlog items
  - a. Update AMI/meter system with Utility Hawk software to display customer usage.
  - b. Recoat/rehab north elevated water tank.
  - c. Replace cast iron/galvanized water lines:
    - Rolling Hills galvanized water lines
    - Windom Street from 7th Street alley to Sycamore
    - Hill Street between Orange and Bois D' Arc
    - Lee Street
  - d. Chlorine injection system.
  - e. Security cameras at water system focal points.

## **Wastewater System**

1. Currently active projects in priority order
  - a. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 98%)
  - b. Trickling arm filter project
    - i. Construction is complete.
    - ii. Currently working with NTMWD to bring the plant up to full operational status.
  - c. Remove East Audie Murphy Parkway ole lift stations.
  - d. Develop possible financial plans for interceptor line.
2. Large wastewater collection system repairs
  - a. Austin
3. Priority backlog items
  - a. Floyd Road lift station reconstruction with force main.
  - b. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
  - c. Infiltration project: Point Repair, 1746 Rike Street.
  - d. South side lift station construction
  - e. North side lift station SCADA installation
  - f. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

## **Storm Water System**

1. No new news.

## **Property and Buildings**

1. Currently active projects in priority order
  - a. South Lake Prairie Restoration Project
    - iii. Burning the cedar piles was not a workable solution. High heat caused die back of the prairie grasses at the center of the pile. This method has been abandoned and was only performed on 4 piles.
    - iv. Remaining piles will be moved to 2 remote locations to stage the debris until we can afford to pay for a large chipper that will handle whole trees.
  - b. Fixing lighting, electrical, and plumbing at the JW Spain Concession Stand and restrooms to be ready for the upcoming season. (phase: construction, completion percentage: 80%).
  - c. Design and install new bridge in City Park. (phase: engineering, completion percentage: 15%).
  - d. Investigating methods of controlling hydrilla and other invasive species of plants in South Lake. Held meeting Texas Parks & Wildlife representative Dan Bennet. Mr. Bennet has developed a plan of action for presentation to council on 12 April 2022.
  - e. Install Big Bertha emergency siren at Farmersville Heritage Museum. (phase: construction, completion percentage: 35%).
  - f. Chaparral Trail Improvements (Grant: 4 X \$200K grant/\$50K match).
  - g. Rambler Park: ADA swing set and non-ADA swing set installation. Survey is complete. Architect is developing a bid package.

2. Priority backlog items
  - a. Install remaining banner mounts downtown.
  - b. Riding Arena: greeting sign with rules
  - c. Southlake Park: playground equipment repair

### **Electrical System**

1. Currently active projects in priority order
  - a. Tree trimming.
  - b. Replace burned out ballfield lights.
  - c. AMI collection system repairs
2. Substation and transmission line improvements (phase: concept only, completion percentage: 55%)
3. Priority backlog projects
  - a. Copper primary replacement, North Rike from College to Houston

### **Refuse System**

1. Limbs from ice storm have been picked up.

### **High Speed Internet Service**

1. Continued work on feasibility study. Currently planning to present feasibility study to Council on 26 April 2022.
2. CARES Act Broadband Grant
  - a. Received final approval!
  - b. \$2.9M grant, \$730K match
3. American Rescue Plan Grant
  - a. \$899.4K total
  - b. Used as match for CARES Act Broadband Grant, \$899.4K total
  - c. Receiving 2 installments, \$449.7K each. First installment received.



Agenda Section	Consent Agenda
Section Number	IV.C
Subject	City Manager Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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## City Manager Monthly Report

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### City Manager General

1. Top priority items:
  - a. Conduct successful Home Rule Election.
  - b. Establish a Code Compliance organization based on excellence.
  - c. Be ready for and promote growth.
    - i. Comprehensive Plan Update
    - ii. New Wastewater Treatment Plant
  - d. Fiber optic network business case decision.
  - e. Keep the Police and Fire Department running optimally.
  - f. Electrical system substation relocation.

### Ordinances and Resolutions (In Priority Order)

1. Food Truck/Pop-up vendors ordinance. (in-progress)
2. VFW SUP Ordinance. (in-progress)
3. CR 653 at Audie Murphy Parkway (Max Knake) property annexation. (in-progress)
4. Moore/Casey Moran property annexation. CR550 at SH 78. (in-progress)
5. Zoning ordinance change not allowing duplexes in commercial zoned area. (in-progress)
6. Change utility ordinance to require individual water meters for single living units other than multi-family. (in-progress)
7. Create preservation/historical overlay ordinance. (in-progress)
  - a. Draft version of the ordinance has been reviewed by P&Z and will be brought back for final review in April 2022.
  - b. P&Z approval of the ordinance will likely happen in May 2022.
8. Impact fee ordinance. (in-progress)
9. Subdivision ordinance change to accommodate increased park land dedication and when a plat is required concerning five acres or less. (backlog)
10. Water design manual change to accommodate rural water pipe designs. (backlog)

### Contracts/Agreements/Grants

1. Contract allowing FCDC to use the city engineer Dunaway/DBI. (in-progress)
2. Prepare annexation agreement for Dr. Moore property near the corner of CR550 and SH 78. (complete)

3. Nelson Brothers Concrete development agreement items are complete.
4. CDBG Community Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. Awaiting award which will likely be Fall 2022. Contract expected in December 2022. (in-progress)
5. CDBG Main Street Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. (in-progress)
  - a. State contract start is now Mar 2022. Awaiting formal contract from State to start execution.
6. Texas Department of Housing and Community Affairs Homeowner Reconstruction Assistance Program Grant Program. (in-progress)
  - a. Assistance to current owner-occupied properties qualified as low to moderate income. Grant or loan for reconstruction of dilapidated housing.
  - b. Requires contract with the State of Texas to offer the assistance.
  - c. Application documents are pending from Charles Edwards.
7. Collin County Open Space grant applications are pending. (backlog)
8. EDA Planning Grant. (backlog)
9. TP&W Small Communities Parks Grant 50% grant/50% match. (backlog)
10. TP&W Outdoor Recreation Grant. (backlog)
11. State of Texas Historical Preservation Grant. (backlog)

### **Planning/Plats/Site Plans**

1. Plats/Variances
  - a. Tatum Elementary School Site Plan. (in-progress)
  - b. Fowler addition replat. (in-progress)
  - c. 906/914 Walnut Street plat. (in-progress)
  - d. Mosely plat. (complete)
2. Nerwich property variance. (in-progress)
3. Update comprehensive plan. (backlog)
4. Nerwich property re-zone to SF-3. (in-progress)

### **Policy/Procedural Changes**

1. Annual review of the Investment Policy. (complete)

### **Customer Service Window**

1. Amy Hanks has joined our team as a Customer Service Associate replacing Jacqueline Soto.

### **Personnel Related Matters**

1. Personnel requisition for Main Street Manager is on-hold.
2. A requisition for a new electrical lineman is in work.

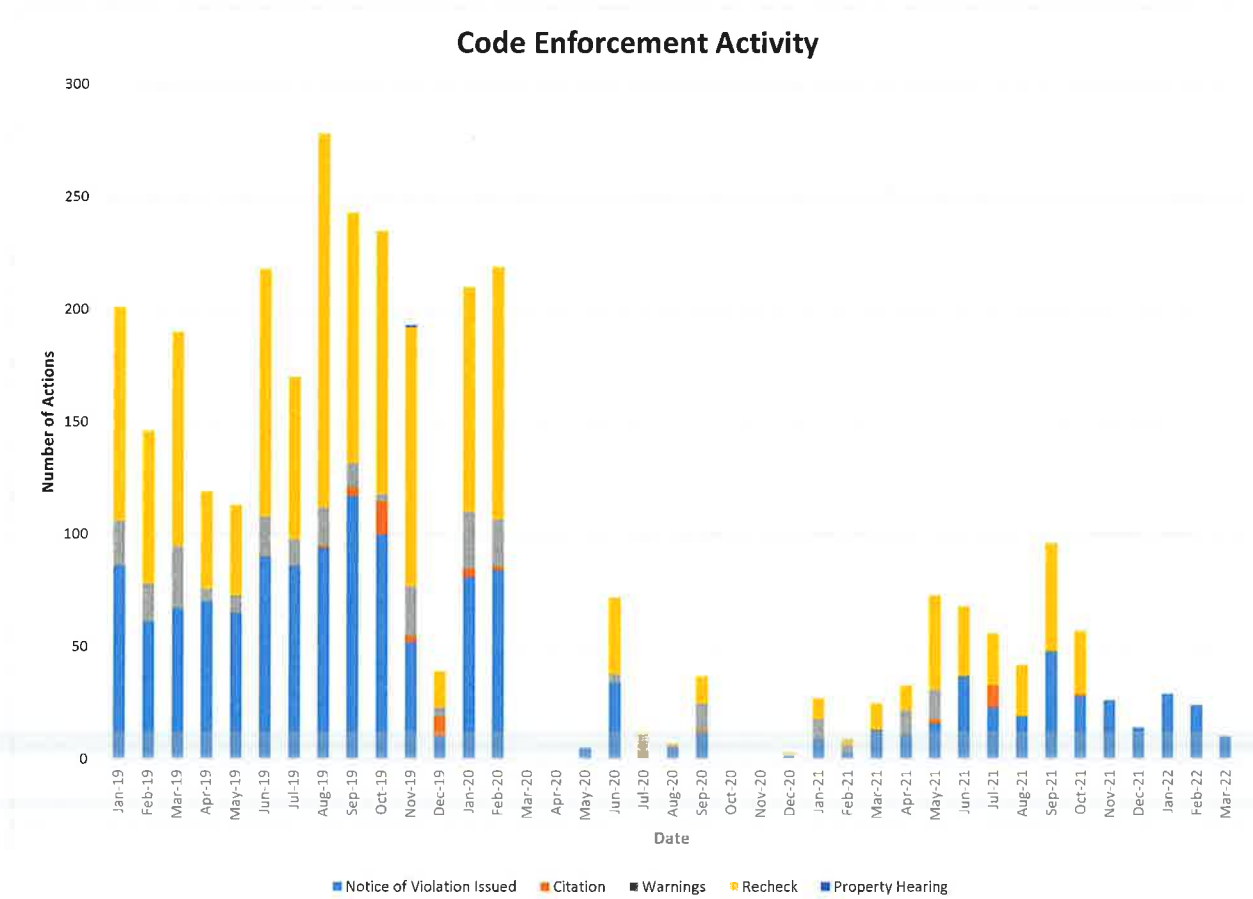
### **Budget/Finance**

1. BrooksWatson should have complete draft of audit week of April 18th.
2. RFQ for Financial Audit service will run in the paper the 14th and 21st of April and post on website as well. Attorney has the RFQ for review. Bid opening 5 May 2022
3. Attending PFIA (Public Funds Investment Act) May 2nd and 3rd at North Central Texas Council of Governments, Arlington, TX. Every 2-year requirement.

### **Development Services**

1. FISD
  - a. High School 2<sup>nd</sup> Floor addition
  - b. High School multipurpose building with practice field

2. Fountainview Apartments
  - a. 357 apartment units, 7 buildings in phase 1, 3 buildings in phase 2
3. Camden Park
  - a. Phase IV infrastructure, 110 total
    - Platting approved, awaiting infrastructure construction
    - Retire development agreement
4. Code Compliance Update



Case number ▾	Date ▾	Address	Violation ▾	Open/ Close ▾
030122-1	03/01/2022	116 Providence	Vehicle	Closed
030122-2	03/02/2022	2000 Penn	Vehicle	Closed
030122-3	03/01/2022	2202 Princeton	Vehicle	Closed
031022-1	03/10/2022	115 Buckskin	Debris	Open
032122-1	03/21/2022	122 Buckskin	Trailer	Open
032122-2	03/21/2022	111 Woodard	Vehicle	Open
032122-3	03/21/2022	305 College	Vehicle	Closed
032122-4	03/21/2022	122 College	Vehicle	Closed
032122-5	03/21/2022	201 College	Vehicle	Open
032122-6	03/21/2022	402 McKinney	Vehicle	Open

1. Preservation/Historical Overlay ordinance adoption debate will likely conclude in June 2022. This will allow the court to move forward with tickets written last year regarding to the sign ordinance infractions.

### Information Technology

1. Replace outdated network switches at Public Safety Building. (Backlog)
2. Developing strategy for server software upgrade from Windows Server 2008 which is no longer supported.

## **Special Events/Projects**

1. No new news.

## **V. Informational Items**

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Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report t
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>
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Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VI. REGULAR AGENDA**

Agenda Section	Regular Agenda
Section Number	VI. A
Subject	Presentation by Dan Bennett regarding Hydrilla at South Lake
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Documents provided by Dan Bennett
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>• 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>



# Farmersville South Lake Management Recommendations

## Lake description

South Lake (aka Soil Conservation Service Site 82 Reservoir) is an approximately 80-acre reservoir located within Southlake Park in the City of Farmersville Texas. The city maintains a large park adjacent to the reservoir, a large fishing pier and concrete boat ramp. The lake appears to be popular among local anglers and particularly kayak anglers. Anecdotal catches of bass weighing up to seven or eight pounds have been reported, yet the maximum length of bass collected in a 2002 electrofishing survey was thirteen inches.

## Habitat

Currently, maximum depth in the waterbody is approximately 15 feet, and the reservoir experiences excessive coverage of aquatic vegetation in extensive shallow areas. This vegetation limits recreational access, particularly during the summer and early fall. Historically, American lotus has periodically covered between one-third and one-half of the reservoir surface area (Figure 1). Currently, the reservoir is impacted by extensive hydrilla coverage of 85 to 95%.

Hydrilla verticillata (Figure 2) is a non-native species originating from Asia, first documented in the U.S. in the 1950's. While the species can provide benefits to aquatic organisms and fish in larger reservoirs, growth of the species can be excessive, reducing access to anglers and limiting foraging success for sportfish, particularly in smaller impoundments. Hydrilla can grow in depths exceeding 20 feet or more, with as little as 1% surface sunlight.

## Fish population

Texas Parks and Wildlife Inland Fisheries district offices only conduct routine populations assessments on reservoirs 500 acres and larger, so fish populations in lakes that fall below that size-range are infrequently monitored. The fish population at South Lake has not been surveyed since the fall of 2002 when a stocking request was initiated by the City Manager. At that time, ten species (Table 1) were documented in the lake through electrofishing and trap netting. (Update: A spring daytime electrofishing survey (Figure 6) was conducted on 3/2/2022 to provide some additional data on the fishery. Due to cooler water temperatures (e.g. 53°F) overall catch rate of bass (CPUE – 28.5/h) was significantly depressed so results should not be used to make specific assessments about the bass population. What is notable is that the fishery does support larger bass; one fish collected was over 4 lbs. Bass between 11-15 were the most often observed. During springtime in Texas bass relative weights often exceed 100; however, weights of South Lake's bass were around 90 overall.

Largemouth Bass are believed to be the most popular sportfish in the reservoir, and they are supported by a diverse sunfish population composed primarily of Bluegill Sunfish. One Spotted Bass was also collected during the 2002 electrofishing sample. Available forage species observed also included Golden Shiner, Warmouth Sunfish, Redear Sunfish, and Longear Sunfish. Channel Catfish have not been stocked since 1998, and one was observed during the 2002 electrofishing survey. Considering the low spawning success of Channel Catfish in bass-dominated small impoundments, it is unlikely Channel Catfish remain in the reservoir. However, Yellow Bullhead Catfish were collected in both the 2002 electrofishing and

trap net surveys suggesting a relatively abundant population. A few White Crappie were also collected in trap nets indicating a low-density population exists.

The proportional size distribution (PSD) of Largemouth Bass (i.e. (# of bass  $\geq$  12-inches/# of bass  $\geq$  8-inches) x 100) and the PSD of bluegill sunfish (i.e. (# of bluegill  $\geq$  6-inches/# of bluegill  $\geq$  3") x 100) collected in electrofishing surveys is often used as a metric to evaluate the overall health or balance of a fish population. In general, populations are considered balanced when between 40 and 60% of the bass are twelve inches and larger, and when between 20 and 40% of Bluegill are six inches and larger. In Fall 2002, only 9% of the bass were 12-inches and larger (Figure 4) and 17% of the bluegill (Figure 5) were six inches or larger at South Lake. This scenario is characteristic of excessive aquatic vegetation limiting the foraging ability of Largemouth Bass. The estimated hourly catch rate of 250 bass per hour of electrofishing demonstrated an overcrowded bass population exhibiting poor body condition. Relative weights ( $W_r$ 's; red diamonds – Figure 4) steadily declined for bass larger than eight-inches. I.e. The largest bass typically weighed between 75% and 85% of what a healthy bass should weigh, also indicating bass have difficulty finding prey. The Bluegill population was dominated by small individuals, although the electrofishing catch rate was low, which is typical with dense vegetation during fall surveys.

### Management Recommendations

While the vegetation in South Lake promotes abundant fish production, the growth and condition of bass and other sportfish can be greatly improved through a conservative reduction in aquatic vegetation. The most cost-effective, long-term control of hydrilla and other submerged vegetation is through the introduction of Triploid Grass Carp. Grass Carp can provide up to ten or more years of vegetation control once stocked. Grass carp can be obtained with a TPWD stocking permit ([https://tpwd.texas.gov/landwater/water/habitats/private\\_water/gcarp\\_intro.phtml](https://tpwd.texas.gov/landwater/water/habitats/private_water/gcarp_intro.phtml)) and purchased through a commercial vendor. There is no application fee for applications to stock grass carp in public waters; however, a public hearing is required. A conservative stocking of five grass carp per vegetated acre is recommended initially to maintain between 20% and 40% coverage of aquatic vegetation.

While the most cost effective and long-term management option, positive results from a grass carp stocking may take one to two years to be observed. As a result, spot treatments of hydrilla and lotus around the boat ramp and fishing pier are also recommended in spring/summer of 2022 to expedite access improvements to the reservoir. Optionally, some physical removal of cutgrass and cattails through excavation and shoreline stabilization in a few select areas (e.g., ~50 to 80 feet) adjacent to the park shoreline will increase the available access for shore-based anglers visiting the park.

The Inland Fisheries Denison District plans to conduct a baseline electrofishing survey in Spring 2022 to update available data on sportfish populations in South Lake. The Denison District also plans to introduce Threadfin Shad in May/June 2022 to provide additional forage for sportfish. Florida Largemouth Bass fingerlings will be requested from TPWD hatcheries for stocking in spring 2023 to enhance the genetic trophy potential of the reservoir. A stocking of Channel Catfish in 2023 will also be discussed.

If approved by the city, the TPWD Inland Fisheries District will seek funding opportunities to construct and place artificial fish habitat in South Lake. Artificial habitat may include gravel spawning beds, rock or rip-rap piles, PVC cubes, or commercially available fish attractors (e.g. Mossback, Fishiding, etc.).

### Proposed Timeline for Management Actions

#### Spring 2022:

1. The city submits application for stocking of 350 grass carp.
2. TPWD conducts electrofishing survey and provides results to the City Manager.
3. The city coordinates with the Inland Fisheries Denison District Office to host a local public hearing and present available fisheries data and an associated management plan.
4. Triploid Grass Carp are purchased and stocked prior to July 2022.

#### Spring/Summer 2022:

1. TPWD Inland Fisheries coordinates with TPWD's Aquatic Habitat Enhancement (AHE) office in Brookeland, Texas, to prepare a treatment proposal for the use of aquatic herbicide to treat vegetation between the boat ramp and SW corner of the lake dam.
2. The city hires a local private contractor to conduct a herbicide treatment or coordinates with TPWD's AHE office to conduct an initial treatment.
3. TPWD Inland Fisheries stocks Threadfin Shad to enhance forage availability.

#### August 2022:

1. A peak growing season aquatic vegetation survey is conducted by the Inland Fisheries Denison District.

#### Summer 2023:

1. The Denison District conducts a follow up vegetation survey is conducted to access control efforts, and additional recommendations are made.

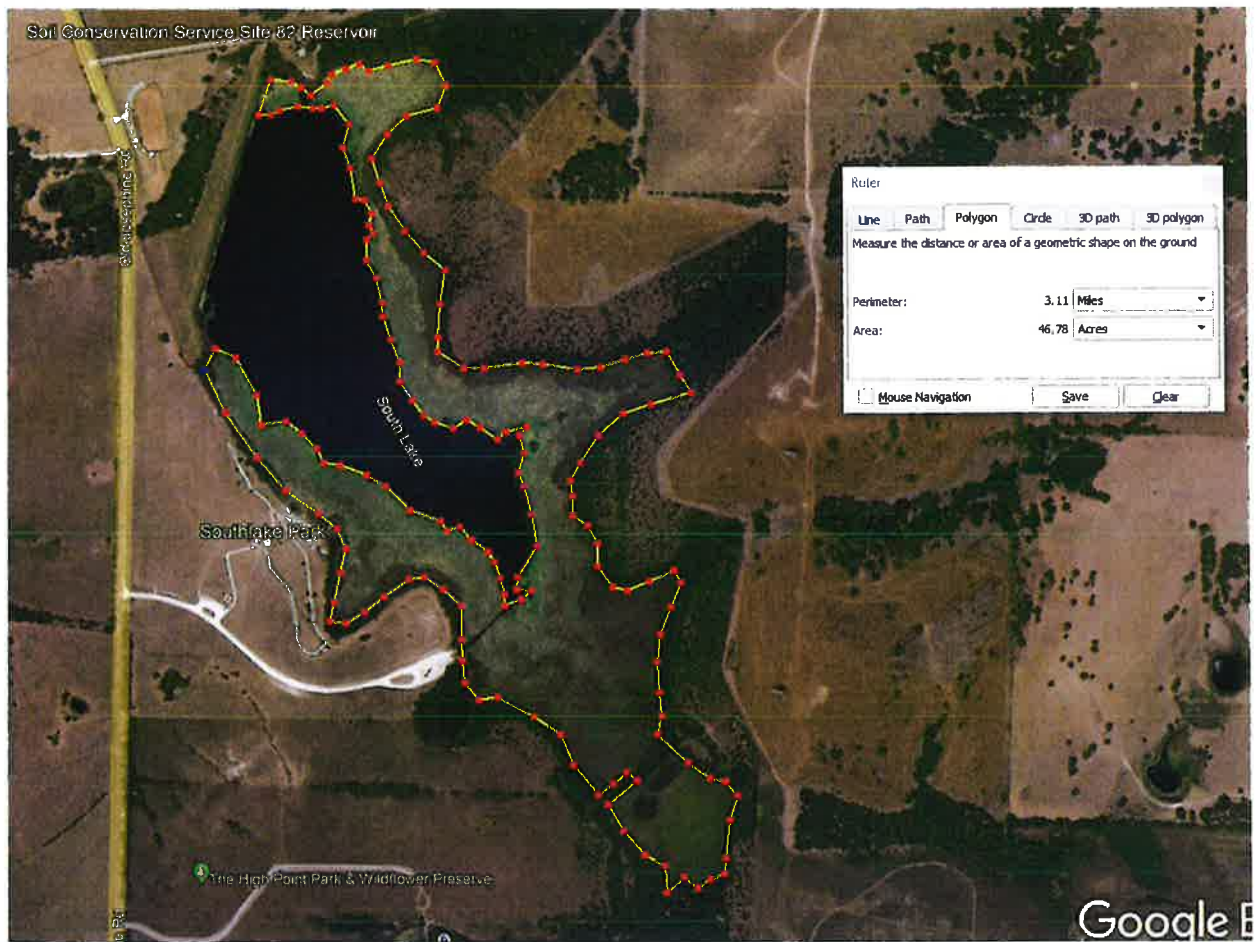


Figure 1. Extensive coverage of American Lotus (2012).



Figure 2. *Hydrilla verticillata*.

### PSD Fishing Evaluation

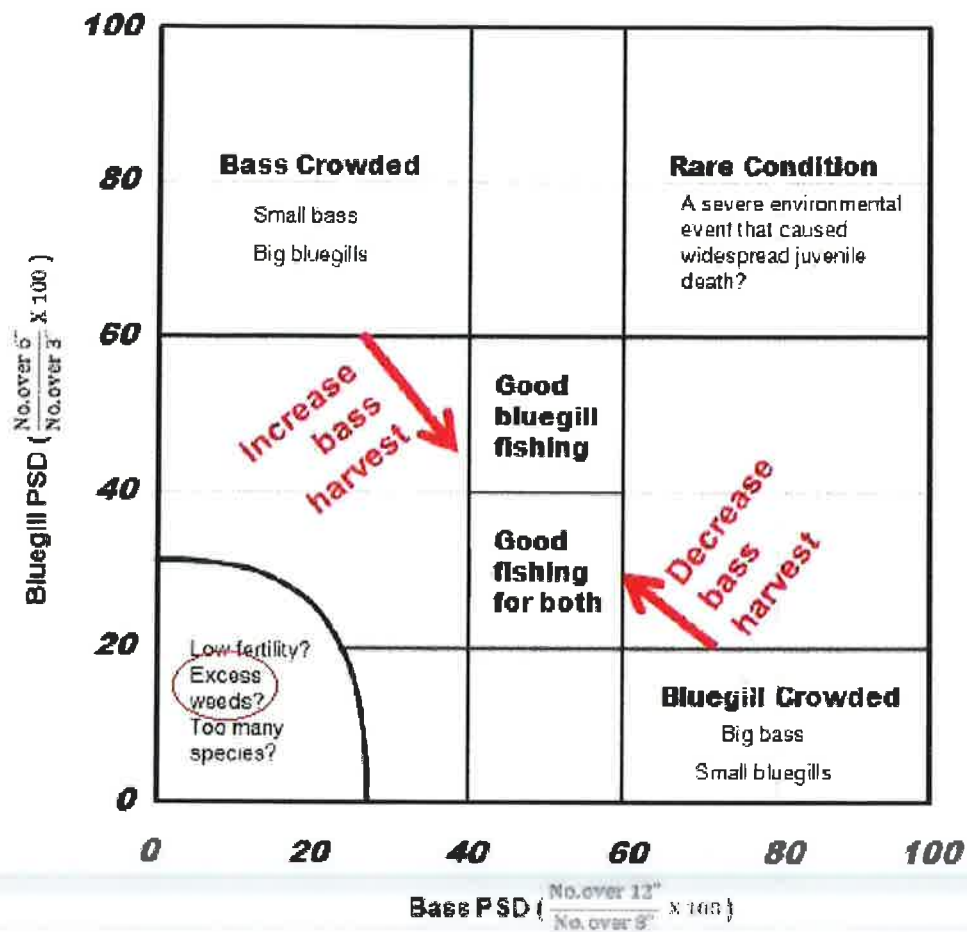
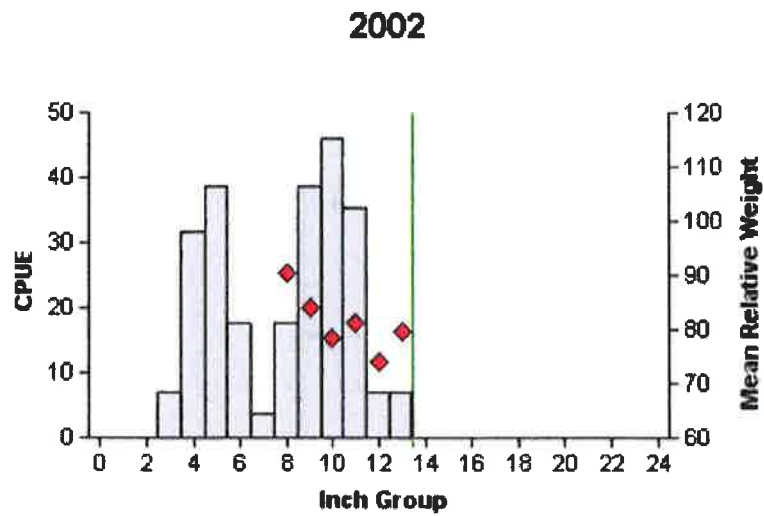
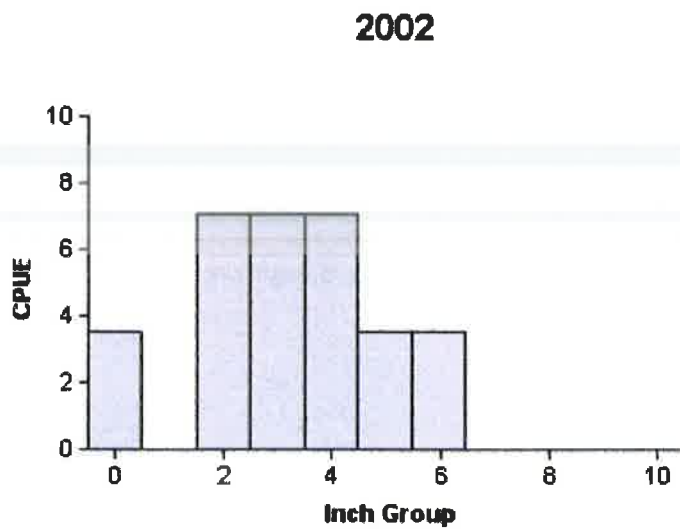


Figure 3. Proportional Size Distribution chart (PSD) of Largemouth Bass vs. Bluegill predator-prey dynamics.



Effort = 0.3  
 Total CPUE = 250.6 (69; 71)  
 Stock CPUE = 151.8 (53; 43)  
 PSD = 9 (4)

Figure 4. Length frequency of Largemouth Bass collected during a fall electrofishing survey at Famersville's South Lake.



Effort = 0.3  
 Total CPUE = 31.8 (11; 9)  
 PSD = 17 (11)

Figure 5. Length frequency of Bluegill Sunfish collected during a fall electrofishing survey at Farmersville's South Lake.

Table 1. Fish species collected during Electrofishing and Trap Net surveys in Fall 2002 at Farmersville's South Lake (Effort = 0.3h electrofishing; 2 trap net nights).

Species	# Collected	
	Electrofishing	Trap Net
Largemouth Bass	71	
Bluegill Sunfish	9	4
Golden Shiner	3	
Channel Catfish	1	
Warmouth	6	
Redear Sunfish	5	1
Spotted Bass	1	
Yellow Bullhead Catfish		
	3	5
White Crappie		2
Longear Sunfish		1

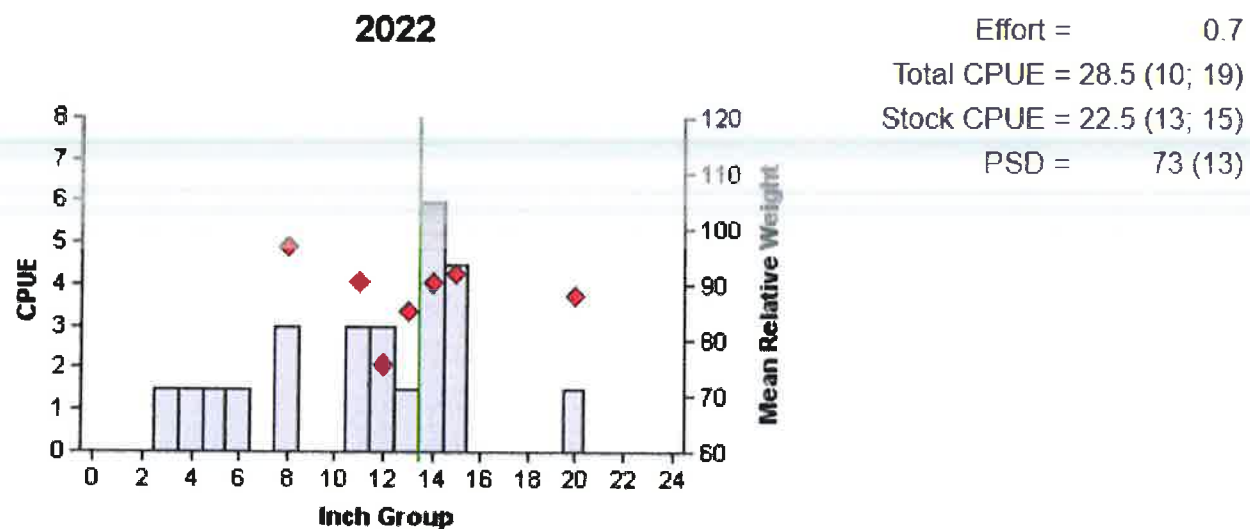


Figure 6. Spring Daytime Electrofishing Survey at Farmersville South conducted on 3/2/2022.

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Grant Contract
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Contract documents requiring signatures
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>
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THE STATE OF TEXAS     §     **PROFESSIONAL SERVICES CONTRACT**  
                                      §     **(Other Than Architectural / Engineering Services)**  
COUNTY OF COLLIN     §     **with GRANTWORKS, INC.**

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THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,<sup>1</sup> by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **GRANTWORKS, INC.**, a Texas Corporation, ("hereinafter referred to as "CONSULTANT") whose address is 2201 Northland Drive, Austin, Texas 78756.

WITNESSETH:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements; and

WHEREAS, CONSULTANT is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.  
**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

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<sup>1</sup> If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

## II. Scope of Services

CONSULTANT shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100<sup>ths</sup> Dollars (\$25,000.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly

documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV.** **Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

**V.**  
**Term**

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

**VI.**  
**Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

**VII.**  
**Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

**VIII.**  
**Insurance Requirements**

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

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

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 limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether

one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
  - D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
  - E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

## IX.

### Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

**XII.**  
**INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

### **XIII.**

#### **Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

### **XIV.**

#### **Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part



of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV.** **Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI.** **Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more,

CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

## **XVII.**

### **Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other

than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

**XVIII.**  
**Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM  
City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way

intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

#### **XXVII.**

##### **No Boycotting of Israel**

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

#### **XXVIII.**

##### **No Boycotting of Energy Companies**

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

**XXIX.**

**No Boycotting of any Firearm Entity or Firearm Trade Association**

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

***CITY OF FARMERSVILLE***

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

ATTEST:

\_\_\_\_\_  
TABATHA MONK  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ALAN D. LATHROM  
City Attorney

**GRANTWORKS, INC.**, a Texas Corporation

By: \_\_\_\_\_  
BRUCE J SPITZENGEL  
President & Director

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

**Attachment "A"**

*Scope of Services*

*(Consisting of following 3 pages.)*



The Contractor shall provide the following scope of services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
  - Submit required reports concerning acquisition activities to TDA;
  - Establish a separate acquisition file for each parcel of real property acquired;
  - Determine necessary method(s) for acquiring real property;
  - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
  - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

**B. Financial Management**

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
  - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

**G. Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

## **Attachment "B"**

### *Payment Schedule*

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone / Task</b>	<b>% of Contract Fee</b>
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
<b>Total</b>	<b>100%</b>

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Grant Contract
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Contract documents requiring signatures
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>

THE STATE OF TEXAS   §    **PROFESSIONAL SERVICES CONTRACT**  
                                  §    **(Other Than Architectural / Engineering Services)**  
COUNTY OF COLLIN    §    **with GRANTWORKS, INC.**

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THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,<sup>1</sup> by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **GRANTWORKS, INC.**, a Texas Corporation, ("hereinafter referred to as "CONSULTANT") whose address is 2201 Northland Drive, Austin, Texas 78756.

WITNESSETH:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements; and

WHEREAS, CONSULTANT is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.  
**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

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<sup>1</sup> If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

## II. Scope of Services

CONSULTANT shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100<sup>ths</sup> Dollars (\$25,000.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT.

Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV.** **Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.



**V.**  
**Term**

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

**VI.**  
**Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

**VII.**  
**Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

**VIII.**  
**Insurance Requirements**

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

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

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 limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether

one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
  - D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
  - E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

## IX.

### Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

**XII.**  
**INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

### **XIII.**

#### **Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

### **XIV.**

#### **Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part

of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV. Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI. Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more,

CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

## **XVII.**

### **Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other

than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

**XVIII.**

**Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM  
City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**

**Applicable Law**

The CONTRACT is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**

**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of



the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way

intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

#### **XXVII.**

##### **No Boycotting of Israel**

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

#### **XXVIII.**

##### **No Boycotting of Energy Companies**

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

**XXIX.**

**No Boycotting of any Firearm Entity or Firearm Trade Association**

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

***CITY OF FARMERSVILLE***

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

ATTEST:

\_\_\_\_\_  
TABATHA MONK  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ALAN D. LATHROM  
City Attorney

**GRANTWORKS, INC.**, a Texas Corporation

By: \_\_\_\_\_  
BRUCE J SPITZENGEL  
President & Director

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

**Attachment "A"**

*Scope of Services*

*(Consisting of following 3 pages.)*

The Contractor shall provide the following scope of services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
  - Submit required reports concerning acquisition activities to TDA;
  - Establish a separate acquisition file for each parcel of real property acquired;
  - Determine necessary method(s) for acquiring real property;
  - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
  - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

**B. Financial Management**

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
  - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

**G. Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxDBG audit guidelines.



## **Attachment "B"**

### ***Payment Schedule***

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone / Task</b>	<b>% of Contract Fee</b>
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
<b>Total</b>	<b>100%</b>

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Annexation Petition
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Letter and Application
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"/> 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>

# REQUEST FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF FARMERSVILLE, TEXAS:

I, Casey Moran in my capacity as an Owner of PCRE LLC represent the owners of the hereinafter described tract of land (the "Property"), which Property is vacant and without residents, or on which Property fewer than three qualified voters reside, hereby requests the City of Farmersville, Texas annex the Property into the City's corporate limits so as to include as part of the City of Farmersville, Texas, the following described Property, to wit:

Being a tract of land situated in the Elijah B. Reed Survey, Abstract No. 739, in the City of Farmersville, Collin County, Texas, being part of a called 9.99 acre tract of land tract of land described in a deed to Frank H. Moore, Jr., as recorded in Clerk's File No. 97-0043989, in the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being part of a called 33.183 acre tract of land described in deed to Frank H. Moore, Jr., as recorded in Instrument No. 20031007002016290, O.P.R.C.C.T., said tract being more particularly described as follows: BEGINNING at a 1-inch iron pipe (controlling monument) found at the northernmost northeast corner of said Moore 33.183 acre tract and the northwest corner of a tract of land described in deed to Charles W. Stepan and wife, Sarah J. Stepan, as recorded in Volume 938, Page 766, of the Deed Records of Collin County, Texas (D.R.C.C.T.), being in the south line of a tract of land described in deed to BHMM Group Family Partnership, Ltd., as recorded in Instrument No.20190828001055580, O.P.R.C.C.T.; THENCE South 00 degrees 39 minutes 42 seconds West, departing the south line of said BHMM Group Family Partnership tract, with an east line of said Moore 33.183 acre tract and a west line of said


Stepan tract, a distance of 186.00 feet to a 1/2-inch iron rod found at an interior corner of

said Moore 33.183 acre tract and the southwest corner said Stepan tract, being the point of curvature of a non-tangent curve to the right, having a radius of 290.00 feet and a chord that bears South 43 degrees 07 minutes 32 seconds East, a distance of 410.49 feet; THENCE with said curve to the right, through a central angle of 90 degrees 06 minutes 10 seconds and an arc distance of 456.05 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set; THENCE South 01 degree 55 minutes 33 seconds West, at a distance of 79.47 feet passing the south line of said Moore 33.183 acre tract and the north line of said Moore 9.99 acre tract, continuing a total distance of 762.32 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set in the southeast line of said Moore 9.99 acre tract and the northwest line of a tract of land described in deed to the United States of America (USA) as recorded in Volume 756, Page 379, D.R.C.C.T., also being in the northwest line of County Road 550 (C.R. 550) (by use and occupation); THENCE South 56 degrees 49 minutes 03 seconds West, with the southeast line of said Moore 9.99 acre tract, the northwest line of said USA tract and said C.R. 550, a distance of 97.79 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southwest corner of said Moore 9.99 acre tract and the southeast corner of a tract of land described as Tract 1 in a deed to Meritage Homes of Texas, LLC and GRBK Edgewood LLC, as recorded in Instrument No. 20210602001110090, O.P.R.C.C.T., from which, a 5/8-inch iron rod with cap bears North 82 degrees 00 minutes 04 seconds East – 2.98 feet; THENCE North 01 degree 55 minutes 33 seconds East, with the west line of said 9.99 acre tract and the east line of said Tract 1, a distance of 735.57 feet a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Moore 9.99 acre tract and an interior corner of said Tract 1, being in the south line of said Moore 33.183 acre tract,; THENCE South 89 degrees 24 minutes 05 seconds West, with the south line of said Moore 33.183 acre tract and a north line of said Tract 1, a distance of 146.07 feet a 1/2-inch iron rod with red cap stamped "PJB

SURVEYING" set; THENCE South 87 degrees 48 minutes 35 seconds West, continuing with the south line of said Moore 33.183 acre tract and a north line of said Tract 1, a distance of 1,751.04 feet to a 1/2-inch

iron rod found at the southwest corner of said Moore 33.183 acre tract and an interior corner of said Tract 1; THENCE North 00 degrees 32 minutes 03 seconds East, with the west line of said Moore 33.183 acre tract and an east line of said Tract 1, a distance of 596.17 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northwest corner of said Moore 33.183 acres and the southwest corner of said BHMM Group Family Partnership tract ; THENCE North 88 degrees 42 minutes 38 seconds East, departing an east line of said Tract 1, with the north line of Moore 33.183 acre tract and the south line of said BHMM Group Family Partnership tract, a distance of 1,694.98 feet to the POINT OF BEGINNING and containing 26.0183 acres of land.

I hereby certify that the Property is contiguous and adjacent to the City of Farmersville, Texas, and that this Request for Annexation is signed and duly acknowledged by each person having an interest in said land.

By: 

Name: Casey Moran

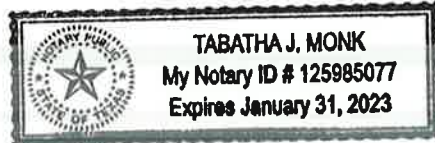
Title: Vice President

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Casey Moran  
in his capacity as Vice President of PCRE, a \_\_\_\_\_, known to me to be  
the person whose name is subscribed to the foregoing instrument and acknowledge to me that  
he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 6 day of April.



Notary Public in and for

Collin County, Texas.

Agenda Section	Regular Agenda
Section Number	VI. E
Subject	Contract between the City and FCDC (4B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Contract
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## **PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** by and between the **FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "FCDC"), and **CITY OF FARMERSVILLE, TEXAS**, a Texas general-law municipality (hereinafter referred to as "City"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, the FCDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless FCDC enters into an Agreement with City providing at a minimum a schedule of additional payroll or jobs to be created or retained by FCDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by FCDC to City; and a provision specifying the terms and conditions upon which repayment must be made should City fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, City has applied to FCDC for the repair and replacement of the failing pedestrian bridge across the ephemeral stream that passes through City Park and the repair and reinforcement of the stream banks generally located at City Park, in the City of Farmersville, Texas, together with all required restoration of any areas that are disturbed by the performance of the forgoing activities to their pre-disturbance condition (the "Projects"); and

**WHEREAS**, the FCDC's Board of Directors have determined the financial assistance to be provided to City is consistent and meets the definition of "project" as that term is defined in Section 505.158 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, the FCDC's Board of Directors have determined to undertake the performance of the Projects on behalf of the City, to obtain the required professional services for the Projects through the City's Engineer, and to retain the general contractor to perform the work necessary to complete the Projects; and



**WHEREAS**, City agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Farmersville, Texas, to approve all programs and expenditures of the FCDC, and accordingly this Agreement is not effective until City Council has approved these projects at a City Council meeting called and held for that purpose; and

**WHEREAS**, City agrees and understands that Section 505.159 of the Texas Local Government Code allows the FCDC to spend money to undertake the Projects after the FCDC holds one public hearing on the Projects, and that Section 505.160 of the Texas Local Government Code allows the FCDC to undertake the Projects sixty (60) days after the date notice of the specific Projects was first published, and that time is if the essence in beginning the Projects to have it completed before Old Time Saturday; and

**WHEREAS**, FCDC has solicited a construction contractor and entered contracts with Alvarez Construction for the performance of the Projects.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FCDC and City agree as follows:

#### **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

#### **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue until such time as the Projects is completed and final accepted by the FCDC and the City, unless terminated sooner under the provisions hereof.

#### **SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Farmersville, Texas, a Texas general-law municipality, whose address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.

- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the FCDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **FCDC.** The term “FCDC” means the Farmersville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.
- (g) **Property or City Park.** The words “Property” and “City Park” mean the approximately 1.3290 acre tract or tracts of land generally located at the northeast quadrant of South Main Street and Hill Street, Farmersville, Collin County, Texas, and as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (h) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures related to the Projects consisting of engineering design, construction, construction management, permitting and inspections performed by or at the request or direction of the City and the FCDC, and which meet the definition of “project” as that term is defined in Section 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

City covenants and agrees with FCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **City Engineer.** City covenants and agrees to allow the FCDC to utilize the services of the City Engineer for the performance of professional services necessary to the performance of the work required to complete the Projects for which professional services FCDC shall reimburse the City.
- (b) **Qualified Expenditures.**
  - (1) City Engineer. City covenants and agrees to accept invoices, receipts, or other documentation (collectively “Billing Documents”) from the City’s Engineer regarding the Projects on behalf of FCDC and to submit the Billing Documents to FCDC as soon as is reasonably practicable following receipt thereof to enable FCDC to review and approve and authorize the payment of the City Engineer’s fees and expenses for the Projects.

- (2) Alvarez Construction. City covenants and agrees to accept Payment Applications (“Pay Apps”) from Alvarez Construction regarding the Projects on behalf of FCDC and to submit the Pay Apps to FCDC as soon as is reasonably practicable following receipt thereof to enable FCDC to review and approve and authorize the payment of the Pay Apps submitted by Alvarez Construction for the Projects.
- (3) Payment & Reimbursement. City covenants and agrees to pay the City Engineer’s fees and expenses for the Projects as approved by the FCDC in accordance with the Texas Prompt Payment Act until such time as FCDC takes over such payments directly. City further covenants and agrees to pay Alvarez Construction’s Pay Apps for the Projects as approved by the FCDC in accordance with the Texas Prompt Payment Act until such time as FCDC takes over such payments directly.
- (c) **Access to and Performance of Work on City-Owned Parkland**. City hereby grants to FCDC and FCDC’s consultants, contractors and subcontractors the right and ability to enter upon City Park and perform the work necessary to complete the Projects.
- (d) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and FCDC.

## **SECTION 5. AFFIRMATIVE COVENANTS OF FCDC.**

FCDC covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Directing City Engineer and Payment of Expenses**. FCDC covenants and agrees to direct and supervise the City Engineer’s performance of the professional services necessary to repair and replace the failing pedestrian bridge across the ephemeral stream that passes through City Park and the repair and reinforcement of the stream banks generally located at City Park, in the City of Farmersville, Texas, together with all required restoration of any areas that are disturbed by the performance of the forgoing activities to their pre-disturbance condition to complete the Projects. FCDC shall also promptly review and approve the City Engineer’s Billing Documents and authorize the City’s payment of the City Engineer’s fees and expenses for the Projects in accordance with the Texas Prompt Payment Act. FCDC shall as soon as practicable under state law reimburse the City all costs associated with the City’s payment of the City Engineer’s fees and expenses for the Projects.
- (b) **Directing Alvarez Construction and Payment of Pay Apps**. FCDC covenants and agrees to direct and supervise Alvarez Construction’s performance of the construction contracts for the repair and replacement of the failing pedestrian bridge across the ephemeral stream that passes through City Park and the repair and reinforcement of the stream banks generally located at City Park, in the City of Farmersville, Texas, together with all required restoration of any areas that are disturbed by the performance of the

forgoing activities to their pre-disturbance condition to complete the Projects. FCDC shall also promptly review and approve the Pay Apps submitted by Alvarez Construction for the Projects and authorize the City's payment of the Pay Apps submitted by Alvarez Construction for the Projects in accordance with the Texas Prompt Payment Act. FCDC shall as soon as practicable under state law reimburse the City all costs associated with the City's payments of the Pay Apps associated with Alvarez Construction's performance of the Projects.

- (c) **Performance.** FCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and FCDC.

#### **SECTION 6. Intentionally Omitted.**

#### **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of City or FCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or FCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and FCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to party by or on behalf of the other party under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Intentionally omitted.**
- (d) **Intentionally omitted.**

#### **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the FCDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the FCDC.

**SECTION 9. Intentionally Omitted.**

**SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. FCDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to FCDC:

Farmersville Community Development Corporation  
205 S. Main Street  
Farmersville, Texas 75442  
Attn: Donna Williams, Chairman  
Telephone: (972) 782-6151

if to City:

City of Farmersville, Texas  
205 S. Main Street  
Farmersville, Texas 75442  
Attn: Ben White, City Manager  
Telephone: (972) 782-6151

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**CITY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND CITY AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**FCDC:**

***FARMERSVILLE COMMUNITY  
DEVELOPMENT CORPORATION,***  
a Texas non-profit corporation

By: \_\_\_\_\_  
Donna Williams, Chairman

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

**ATTEST:**

\_\_\_\_\_  
Stephen Caspari, Secretary

*[Signatures continue on following page.]*

**CITY:**

***CITY OF FARMERSVILLE, TEXAS,***  
a Texas general-law municipality,

By: \_\_\_\_\_  
Bryon Wiebold, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Tabatha Monk, City Secretary

***Exhibit A***

**Legal Description and/or Depiction of the Property**



Agenda Section	Regular Agenda
Section Number	VI. <b>F</b>
Subject	Appointment to NTMWD Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Letter from NTMWD and Application from George Crump
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 a future agenda. _____</li> <li>• No motion, no action</li> </ul>



*Regional. Reliable. Everyday.*

March 15, 2022

Mr. Ben White, City Manager  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

RE: NTMWD BOARD MEMBER APPOINTMENT

Dear Mr. White:

The current term of office for some of the Directors of the North Texas Municipal Water District (NTMWD) Board will end in May. Please accept this as is your official notification that Mr. George Crump's current term as an NTMWD Board Director will expire on May 31, 2022. The City Council has the option to either reappoint Mr. Crump or appoint a new Director to serve the term from June 1, 2022, to May 31, 2024.

Mr. Crump was appointed by the City of Farmersville in 2018, and we appreciate the service he has provided to the NTMWD. He currently serves as the Chairman of the Wastewater Committee and on the Finance and Policy Committees.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director." Under other state law, no other public official that receives compensation could be appointed. A list of roles and responsibilities of an NTMWD Board member is enclosed for reference.

Please notify my office in writing once the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,

JENNAFER P. COVINGTON  
Executive Director

JPC/sks

Enclosure

cc: Mr. George Crump  
Ms. Sandra Green, City Secretary



## **NTMWD BOARD OF DIRECTORS ROLES AND RESPONSIBILITIES**

The North Texas Municipal Water District (NTMWD) Board of Directors serves as the governing body of NTMWD. The Board of Directors guides the NTMWD towards a sustainable future by adopting sound governance and financial management policies and ensuring adequate resources to meet the region's needs. The Board has a responsibility to provide guidance to management and staff and ensure operations run smoothly and in accordance with the law. Some specific responsibilities of the Board of Directors include:

- Establish and support the NTMWD mission and purpose
- Select and evaluate the Executive Director/General Manager
- Set policies and ensure effective planning
- Ensure adequate financial resources
- Monitor and strengthen essential programs and services
- Protect assets and provide proper financial oversight
- Ensure legal and ethical integrity
- Enhance the organization's public standing


The Board of Directors meets monthly – generally on the 4<sup>th</sup> Thursday of each month. This schedule may be adjusted due to holidays. Some Directors will meet mid-month as well depending on their Committee assignment.

The Board of Directors also meets in Special Workshops semi-annually for long-term planning as well as on an as-needed basis for other purposes.

Each Board member serves on at least two standing Committees, such as:

- Water
- Wastewater
- Solid Waste
- Finance
- Personnel
- Real Estate

Directors may also serve on the Legislative Committee, Special Purposes Committees as needed, and the Chairman of each Committee serves on the Policy Committee.

Agenda Section	Regular Agenda
Section Number	VI. 
Subject	Resignation from Doris Cooks Main Street Program and Advisory
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Letter from Doris M Cooks
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 a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI. H
Subject	Boards and Commisisions terms and applications of interest
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Boards and commissions information and applications of interest
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 a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI. <b><i>I</i></b>
Subject	Fire Marshal Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
Attachment(s)	Fire Marshal Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## Commercial Property Fire Marshal Inspection Report Status

Commercial Property Information						Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector		
138 S Main	Clay Potter	Clay Potter Auction House	Clay Potter					
136 S Main	Wayne May							
116 S Main	Calvin Lamkin							
135 S Main	Marlene Davison	1850 Mercantile						
129 S Main	Kevin Brock							
125 S Main	Chris Lair	State Farm	Chris Lair					
123 S Main	Robin Lamkin							
121 S Main	Royse Smith							
119 S Main	Simplexity Enterprices							
117 S Main	Robert Heath	The Nest	Sharon Wetherington					
115 S Main	Jason Acevedo	Ed Jones	Robert Heath					
111 S Main	Jason Acevedo	Fancy Fibers	Mary Berry					
107 S Main	Carlene Bobitt	Yarn and You						
103 S Main	CPJ Williams	Pleville	Elise Bobitt					
101 S Main	Chad Engbrock	Main Street Antiques	Doris Williams					
110 N Main	Charles Whitaker	Black Bike						
118 N Main	Charles Whitaker							
101 Candy St	CPJ Williams	RSVP Farmersville	Jodye Svoboda					
101 Candy St	CPJ Williams	Wood in Time	Charles Pressley					
119 McKinney	Chelsey Renolds	Indian Outlaw Western Boutique	Chelsey Reynolds					
100 McKinney	Bryan Williams	Red Door Antiques	Donna Williams					
102 McKinney	Roy Blevins							
104 McKinney	Lela Hurst	Hurst Antiques	Lela Hurst					
106 McKinney	Smith Betty Rosamond Trust	Bottles and Boards	Shaila Holland					
108 McKinney	4D Investments	Remax						
110 McKinney	Jana & Steve Risinger	Country Roads Trading Post						
112 McKinney	Tonya & Jeff Mercer	Texan Realty	Ytonya & Jeff Mercer					
116 McKinney	Deep Water Development	Boundary Solutions	Mathew Busby					
118 McKinney	Deep Water Development	Dunaway	Eddie Daniel					
120 McKinney	Diomiano Management	Hay Loft	Misty Dixon					
124 McKinney	Feagin Living Trust	The Stable	Paula and Brian Edwards					
132 McKinney	TIB Corporation	Farmersville Auto						
200 McKinney	Gordon Scott	Fiber Circle	Diane Piwko					
206 McKinney	Dwain Mathers	12 Stories	Dwain Mathers					
208 McKinney	Woody Real Estate & Develop.							
210 McKinney	Woody Real Estate & Develop.							
129 McKinney	Lavon Lakeland Properties		laube Douglas					

## Commercial Property Fire Marshal Inspection Report Status (Cont.)

Commercial Property Information				Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector
123 McKinney	Lisa Strickland	Headquarters for Hair Design	Linda Willis			
119 McKinney	Gary Ransom	Timeless Treasures	Chelsey Reynolds			
117 McKinney	Everardo Jasso	Jalapenos	Eric Jasso			
113 McKinney	AEH Management	Junksperation	Lendy Bartier			
111 McKinney	Relks Entertainment Group		Brad Hunter			
107 McKinney	Klint Rybicki	Pantoras House	Julia Larsen			
105 McKinney	Wayne May					
103 McKinney	Guy Anderson	Dr. Gamboa- Parsley	Dr. Gamboa- Parsley			
101 McKinney	Calvin Lamkin	Carries Floral Creations	Carrie & Brnt Varvil			
133 McKinney	John Hickman	Dyer Drugs	John Hickman			
201 McKinney	Randle Clark	Over Yonder	Taylor Holland			
815 McKinney	1st Quick Check	Quick Check	Sara	Fail	22-Feb-22	D.Mayberry
610 McKinney	Lwkim Long	L Q Laundry				
316 N. Main	Effective Enterprises Inc	McCloud Store	Amen			
224 McKinney	Choska Investment Inc	Dollar General	Corporation			
220 McKinney	Choska Investment Inc ???	James Automotive	James Moody			
301 McKinney	Meguire Properties LLP	McGure CPA/Properties	Kevin McGure			
402 Raymond Street	Cooper John Rev liv Trust	Redline Garage	Dale Dement			
205 Beech St	Collin NH Realty LTD	Farmersville Rehab	Hed Patrenos			
1256 Welch	Kelly Hendrex Separate Trust	Pinky's	Kelly Hendrix			
2000 W Audie Murphy	Farmersville NH Realty	Lexington Medical Lodge	Corporation			
1806 W Audie Murphy	ZYK Realty LLC	Farmersville Travel Plaza	Aharm Alzouie			
1804 W Audie Murphy	ZYK Realty LLC	Vape Smoke Shop	Fares			
676 E Audie Murphy	Kenneth Irwin Heider	Easy-Mart	Imaran			
1300 W Audie Murphy	Robert A Tedford Jr.	Lone Star Cuts	Lauren Watkins			
1807 W Audie Murphy	O'Reilly Auto Enterprises LLC	O'Reilly Auto Parts	Kyle			
1705 W Audie Murphy	Brookshire Grocery Co	Brookshire	Ricky Richardson			
1300 W Audie Murphy	Robert A Tedford Jr.	Lone Star Dental	Colista William			
1344 W Audie Murphy	Bob Tedford Chevrolet	Bob Tedford Chevrolet	Robin			
1055 W Audie Murphy	1055 WAM LLC	Igleisa Emmanuel Church	Robert & Mildred Lopez			
1704 W Audie Murphy	Harvest properties Holdings	Harvest Dental	Aaron Horsley			
1200 W Audie Murphy	Not Numbered by Collin Co	Powerhouse Xtreme	Yvette Redwine			
313 E Audie Murphy	Ferrin Javier Gallegos	Los Acros	Ferrin Gallegos			
201 E Audie Murphy	Samson Holdings LLC	Dairy Queen	Tim & Richard Witherspoon			
304 E Audie Murphy	Mohammed S Chowdhury	Valero	Muhamid Chodhury			
1406 Audie Murphy	John Wesley Mciver	Sonic	Corporation			
301 E Audie Murphy #B	Mark Alan Buchanan	Salon	Amber Jones			
301 E Audie Murphy #A	Mark Alan Buchanan	Germania Insurance	Jacob Buchanan			



## Commercial Property Fire Marshal Inspection Report Status (Cont.)

Commercial Property Information				Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector
421 E Audie Murphy	Dalcar LLC	Catrachos Tire	Sirray Martinez	Pass	20-Jan-22	D. Mayberry
130 E Audie Murphy	Number not in by Collin Co	Farmers Insurance	Brian Brazwell			
1300 E Audie Murphy #5	Robert A Tedford Jr.	Texas Farm Bureau	Carole Bates			
1010 W Audie Murphy	Carole Bates	Farmersville Dental	Anthony W Ewing			
2655 E Audie Murphy	Anthony W Ewing	Advanced Fixtures	Linda Long	Pass	22-Feb-22	D. Mayberry
604 N Hwy 78	Rockwood Development LLC	Pony Xpress Mail & Print	Billy Jennings			
203 S Hwy 78	Conrad Mounger	Studio T DanceACRO	Tony Mack			
604 S Hwy 78 #109	Rockwood Development LLC	T Mack Elit Training	Tony Batt			
701 S Hwy 78 #C	Hothi Investments	Fierce Gymnastics	?			
701 S Hwy 78 #B	Hothi Investments	Venecia Italian Restaurant	Heather	Fail	22-Feb-22	D. Mayberry
604 N Hwy 78 #113	Rockwood Development LLC	Charlie's Burger	Jeremy Nguyen	Pass	22-Feb-22	D. Mayberry
604 S Hwy 78 #119	Rockwood Development LLC	Gallery Nail	?			
701 S Hwy 78 #D	Hothi Investments	Art Super Cut	Souarah Ke	Fail	22-Feb-22	D. Mayberry
604 N Hwy 78 #105	Rockwood Development LLC	Best Donuts	Sandy Rodriguez	Fail	22-Feb-22	D. Mayberry
604 N Hwy 78 #107	Rockwood Development LLC	Nutritionville	Larry Lane			
610 N Hwy 78 #?	Lane Living Trust	FVC Veterinary Clinic	Maria Hernandez			
701 S Hwy 78 #E	Hothi Investments	Panderia & Taqueria	Becky Sisk			
697 Hwy 78 #A	Hayward Investments LLC	Groove Learning Center	Lauren Devine	Pass	22-Feb-22	D. Mayberry
604 N Hwy 78 #123	Rockwood Development LLC	Family Dollar	Xiuo Ying Shi	Pass	22-Feb-22	D. Mayberry
604 N Hwy 78 #121	Rockwood Development LLC	China House	Heather			
604 N Hwy 78 # 117	Rockwood Development LLC	Mr Jim's Pizza	Jose Chavez			
205 S Hwy 78	Conrad Mounger	JC's Taco's				
711 McKinney St	Mont Hendricks	Martha's Thrift Store				
111 Farmersville Pkwy	James Foy					
200 S Main St	James Nesmith					
200 S Hamilton						
201 S Hwy 78		Cello Wrap				
208 S Main St	WRC Land Management	Commercial Bank of TX	Pete			
210 S Main St	WRC Land Management		Pete			
214 S Main St	Clifford Hibbits	Hibbits Ice Cream	Clifford Hibbits			
107 McKinney	Klint Rybicki		Tim Larson			
1055 E Audie M #133	1055 WAM LLC	Eliza Fades Men's Lounge	Elizabeth Hernandez	Pass	19-Jan	D. Mayberry
1406 W Audie Murphy	John McIver	Powerhouse Xtreme				

## Commercial Property Fire Marshal Inspection Report Status (Cont.)

Commercial Property Information						Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector		
138 S Main	Clay Potter	Clay Potter Auction House	Clay Potter					
136 S Main	Wayne May							
116 S Main	Calvin Lamkin							
135 S Main	Marlene Davison	1850 Mercantile		Pass		D. Maberry		
129 S Main	Kevin Brock							
125 S Main	Chris Lair	State Farm	Chris Lair	Pass		D. Maberry		
123 S Main	Robin Lamkin							
121 S Main	Royse Smith							
119 S Main	Simplexity Enterprises	The Nest	Sharon Wetherington	Pass		D. Maberry		
117 S Main	Robert Heath	Ed Jones	Robert Heath	Pass		D. Maberry		
115 S Main	Jason Acevedo	Fancy Fibers	Mary Berry	Pass		D. Maberry		
111 S Main	Jason Acevedo	Yarn and You						
107 S Main	Carlene Bobitt	Pievile	Elise Bobitt	Pass	10-Nov-21	D. Maberry		
103 S Main	CPJ Williams	Main Street Antiques	Doris Williams	Pass		D. Maberry		
101 S Main	Chad Engbrock							
110 N Main	Charles Whitaker	Black Bike		Pass	21-Dec	D. Maberry		
118 N Main	Charles Whitaker							
101 Candy St	CPJ Williams	RSVP Farmersville	Jodye Svoboda	Pass		D. Maberry		
101 Candy St	CPJ Williams	Wood in Time	Charles Pressley	Pass		D. Maberry		
119 McKinney	Chelsey Reynolds	Indian Outlaw Western Boutique	Chelsey Reynolds	Pass	13-Apr-21	D. Maberry		
100 McKinney	Bryan Williams	Red Door Antiques	Donna Williams	Pass		D. Maberry		
102 McKinney	Roy Blewins			Pass		D. Maberry		
104 McKinney	Lela Hurst	Hurst Antiques	Lela Hurst	Pass		D. Maberry		
106 McKinney	Smith Betty Rosamond Trust	Bottles and Boards	Shaila Holland	Pass		D. Maberry		
108 McKinney	4D Investments	Remax		Pass		D. Maberry		
110 McKinney	Jana & Steve Risinger	Country Roads Trading Post		Pass		D. Maberry		
112 McKinney	Tonya & Jeff Mercer	Texan Realty	Ytonya & Jeff Mercer	Pass		D. Maberry		
116 McKinney	Deep Water Development	Boundary Solutions	Mathew Busby	Pass		D. Maberry		
118 McKinney	Deep Water Development	Dunaway	Eddie Daniel	Pass		D. Maberry		
120 McKinney	Diomiano Management	Hay Loft	Misty Dixon	Pass		D. Maberry		
124 McKinney	Feagin Living Trust	The Stable	Paula and Brian Edwards					
132 McKinney	TIB Corporation	Farmersville Auto		Pass		D. Maberry		
200 McKinney	Gordon Scott	Fiber Circle	Diane Piwko	Pass		D. Maberry		
206 McKinney	Dwain Mathers	12 Stories	Dwain Mathers	Pass		D. Maberry		
208 McKinney	Woody Real Estate & Develop.							
210 McKinney	Woody Real Estate & Develop.							
129 McKinney	Lavon Lakeland Properties		Laube Douglas					

## Commercial Property Fire Marshal Inspection Report Status (Cont.)

Commercial Property Information				Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector
123 McKinney	Lisa Strickland	Headquarters for Hair Design	Linda Willis	Pass	13-Apr-21	D.Maberry
119 McKinney	Gary Ransom	Timeless Treasures	Chelsey Reynolds	Pass		D.Maberry
117 McKinney	Everardo Jasso	Jalapenos	Eric Jasso	Pass	13-Apr-21	D.Maberry
113 McKinney	AEH Management	Junkspiration	Lendy Bartier	Pass	13-Apr-21	D.Maberry
111 McKinney	Relks Entertainment Group		Brad Hunter	Pass		D.Maberry
107 McKinney	Klint Rybicki	Pantoras House	Julia Larsen	Pass		D.Maberry
105 McKinney	Wayne May					
103 McKinney	Guy Anderson	Dr. Gamboa- Parsley	Dr. Gamboa- Parsley	Pass		D.Maberry
101 McKinney	Calvin Lamkin	Carries Floral Creations	Carrie & Brnt Varvil	Pass	13-Apr-21	D.Maberry
133 McKinney	John Hickman	Dyer Drugs	John Hickman	Pass	13-Apr-21	D.Maberry
201 McKinney	Randle Clark	Over Yonder	Taylor Holland	Pass	13-Apr-21	D.Maberry
815 McKinney	1st Quick Check	Quick Check	Sara	Pass	12-Jan-21	D.Maberry
610 McKinney	Lwkim Long	L Q Laundry		Pass	28-Jan-21	D.Maberry
316 N. Main	Effective Enterprises Inc	McCloud Store	Amen	Pass	10-Feb-21	D.Maberry
224 McKinney	Choska Investment Inc	Dollar General	Corporation	Pass	13-Apr-21	D.Maberry
220 McKinney	Choska Investment Inc ???	James Automotive	James Moody	Pass	13-Apr-21	D.Maberry
301 McKinney	Meguire Properties LLP	McGure CPA/Properties	Kevin McGure	Pass	13-Apr-21	D.Maberry
402 Raymond Street	Cooper John Rev liv Trust	Redline Garage	Dale Dement	Pass	12-Jan-21	D.Maberry
205 Beech St	Collin NH Realty LTD	Farmersville Rehab	Hed Patrenos	Pass	26-Feb-21	D.Maberry
1256 Welch	Kelly Hendrex Separate Trust	Pinky's	Kelly Hendrix	Pass	13-Jan-21	D.Maberry
2000 W Audie Murphy	Farmersville NH Realty	Lexington Medical Lodge	Corporation	Pass	28-Jul-21	D.Maberry
1806 W Audie Murphy	ZYK Realty LLC	Farmersville Travel Plaza	Aharm Alzouie	Pass	04-Feb-21	D.Maberry
1804 W Audie Murphy	ZYK Realty LLC	Vape Smoke Shop	Fares	Pass	04-Mar-21	D.Maberry
676 E Audie Murphy	Kenneth Irwin Heider	Easy-Mart	Imaran	Pass	13-Jan-21	D.Maberry
1300 W Audie Murphy	Robert A Tedford Jr.	Lone Star Cuts	Lauren Watkins	Pass	10-Jul-21	D.Maberry
1807 W Audie Murphy	O'Reilly Auto Enterprises LLC	O'Reilly Auto Parts	Kyle	Pass	20-Jan-21	D.Maberry
1705 W Audie Murphy	Brookshire Grocery Co	Brookshire	Ricky Richardson	Pass	20-Jan-21	D.Maberry
1300 W Audie Murphy	Robert A Tedford Jr.	Lone Star Dental	Colista William	Pass	13-Jan-21	D.Maberry
1344 W Audie Murphy	Bob Tedford Chevrolet	Bob Tedford Chevrolet	Robin	Pass	28-Jan-21	D.Maberry
1055 W Audie Murphy	1055 WAM LLC	Igleisa Emmanuel Church	Robert & Mildred Lopez	Pass	26-Jan-21	D.Maberry
1704 W Audie Murphy	Harvest properties Holdings	Harvest Dental	Aaron Horsley	Pass	13-Jan-21	D.Maberry
1200 W Audie Murphy	Not Numbered by Collin Co	Powerhouse Xtreme	Yvette Redwine	Pass	08-Oct-21	D.Maberry
313 E Audie Murphy	Fermin Javir Gallegos	Los Acros	Fermin Gallegos	Pass	25-Aug-21	D.Maberry
201 E Audie Murphy	Samson Holdings LLC	Dairy Queen	Tim & Richard Witherspoon	Pass	12-Jan-21	D.Maberry
304 E Audie Murphy	Mohammed S Chowdhury	Valero	Muhamid Chodhury	Pass	17-Feb-21	D.Maberry
1406 Audie Murphy	John Wesley Mciver	Sonic	Corporation	Pass	12-Jan-21	D.Maberry
301 E Audie Murphy #B	Mark Alan Buchanan	Salon	Amber Jones	Pass	12-Jan-21	D.Maberry
301 E Audie Murphy #A	Mark Alan Buchanan	Germania Insurance	Jacob Buchanan	Pass	12-Jan-21	D.Maberry

## Commercial Property Fire Marshal Inspection Report Status (Cont.)

Comercial Property Information				Fire Marshal Inspection Information		
Address	Building Owner	Business	Business Owner	Status	Date Complete	Inspector
421 E Audie Murphy	Dalcar LLC	Catrachos Tire	Simay Martinez	Pass	12-Jan-21	D. Maberry
130 E Audie Murphy	Number not in by Collin Co	Farmers Insurance		Pass	13-Jan-21	D. Maberry
1300 E Audie Murphy #5	Robert A Tedford Jr.	Texas Farm Bureau	Brian Brazwell	Pass	13-Jan-21	D. Maberry
1010 W Audie Murphy	Carole Bates	Farmersville Dental	Carole Bates	Pass	13-Jan-21	D. Maberry
2655 E Audie Murphy	Anthony W Ewing	Advanced Fixtures	Anthony W Ewing	Pass	13-Jan-21	D. Maberry
604 N Hwy 78	Rockwood Development LLC	Pony Xpress Mail & Print	Linda Long	Pass	18-Aug-21	D. Maberry
203 S Hwy 78	Conrad Mounger	Studio T DanceACRO	Billy Jennings	Pass	29-Jul-21	D. Maberry
604 S Hwy 78 #109	Rockwood Development LLC	T Mack Elit Training	Tony Mack	Pass	19-Jul-21	D. Maberry
701 S Hwy 78 #C	Hotli Investments	Fierce Gymnastics	Tony Batt	Pass	30-Apr-21	D. Maberry
701 S Hwy 78 #B	Hotli Investments	Venecia Italian Restaurant	?	Pass	17-May-21	D. Maberry
604 N Hwy 78 #113	Rockwood Development LLC	Charlie's Burger	Heather	Pass	24-Apr-21	D. Maberry
604 S Hwy 78 #?	Rockwood Development LLC	Gallery Nail	?	Pass	14-Jan-21	D. Maberry
701 S Hwy 78 #D	Hotli Investments	Art Super Cut	?	Pass	14-Jan-21	D. Maberry
604 N Hwy 78 #105	Rockwood Development LLC	Best Donuts	Sojarah Ke	Pass	14-Jan-21	D. Maberry
604 N Hwy 78 #107	Rockwood Development LLC	Nutritionville	Sandy Rodriguez	Pass	24-Feb-21	D. Maberry
610 N Hwy 78 #?	Lane Living Trust	FVC Veterinary Clinic	Larry Lane	Pass	25-Feb-21	D. Maberry
701 S Hwy 78 #E	Hotli Investments	Panderia & Taqueria	Maria Hernandez	Pass	22-Jan-21	D. Maberry
697 Hwy 78 #A	Hayward Investments LLC	Groove Learning Center	Becky Sisk	Pass	20-Jan-21	D. Maberry
604 N Hwy 78 #123	Rockwood Development LLC	Family Dollar	?	Pass	14-Jan-21	D. Maberry
604 N Hwy 78 #121	Rockwood Development LLC	China House	?	Pass	14-Jan-21	D. Maberry
604 N Hwy 78 # 117	Rockwood Development LLC	Mr Jim's Pizza	Heather	Pass	14-Jan-21	D. Maberry
205 S Hwy 78	Conrad Mounger	JC's Taco's	Jose Chavez	Pass	14-Sep-21	D. Maberry
711 McKinney St	Mont Hendricks	Martha's Thrift Store		Pass		D. Maberry
111 Farmersville Pkwy	James Foy			Pass		D. Maberry
200 S Main St	James Nesmith			Pass		D. Maberry
200 S Hamilton				Pass		D. Maberry
201 S Hwy 78		Cello Wrap		Pass		D. Maberry
208 S Main St	WRC Land Management	Commercial Bank of TX	Pete	Pass		D. Maberry
210 S Main St	WRC Land Management		Pete	Pass		D. Maberry
214 S Main St	Clifford Hibbits	Hibbits Ice Cream	Clifford Hibbits	Pass		D. Maberry
107 McKinney	Klint Rybicki		Tim Larson	Pass		D. Maberry

Agenda Section	Regular Agenda
Section Number	VI.Ĵ
Subject	Update on City Park Bridge Project
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
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 a future agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VI. K
Subject	Update on Spain Complex Concession Stand
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 12, 2022
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 a future agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VII. REQUEST TO BE PLACED ON FUTURE AGENDAS**

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## **VIII. ADJOURNMENT**

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