



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
April 26, 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.
 - Public Meeting, Thursday, April 28th 5:30 p.m. -7:30 p.m. at Collin College Farmersville Campus (501 S. Collin Parkway) or Virtual option, regarding the proposed new location realignment of US 380 from CR 580 to CR 699 (Hunt County Line).

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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 (04-12-2022)
- B. Financial Budget Report (March 2022)

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
 - 2. Minutes (5-10-21; 6-30-21; 7-12-21; 10-11-21; 3-14-22; 3-21-22)
 - 3. 4B Financial Budget Report (March 2022)
- C. FEDC Farmersville Economic Development Board (Type A)

1. Possible council Liaison Report
 2. 4A Financial Budget Report (March 2022)
- D. Main Street Board
1. Possible Council Liaison Report
 2. Farmersville Main Street Financial Report (March 2022)
- E. Parks & Recreation Board
1. Possible council Liaison Report
- F. Planning & Zoning Commission
1. Possible Council Liaison Report.
- G. TIRZ Board
1. Possible Council Liaisons

VI. PUBLIC HEARING

- A. Conduct a Public Hearing to Consider, discuss and act on a Petition for Annexation requested by the owner of approximately 8.153 acres of land, more or less, situated within the William Hemphill Survey, Abstract No. A 0448, Sheet 3 Tract 20, Collin County, Texas, together with accompanying ordinances and agreements.

VII. REGULAR AGENDA

- A. Consider, discuss and act upon a Minor Plat for 5.395 acres at 906 Walnut St. and 912 Walnut St. Hightower Addition No. 1.
- B. Review, discuss and act on finalizing and approving executed performance agreements between the Farmersville Community Development Corporation and the following entities:
1. The City of Farmersville in the amount of \$5,530.00 funding for Cops and Rodders event.
 2. The City of Farmersville in the amount of \$8,000.00 funding the Sparks of Freedom event.
 3. The City of Farmersville in the amount of \$3,500.00 funding the Music in the Park project.
 4. The City of Farmersville in the amount of \$500.00 funding the Chaparral Trail Opening Day event.
 5. The City of Farmersville in the amount of \$70,000.00 funding of the City Park Walk Bridge project.
- C. Consider, discuss and act upon information regarding upgrades, improvements and information of the J.W. Spain Complex concession stand.

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. EXECUTIVE SESSION

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

1. Discussion of matters protected by the attorney-client privilege:
 - a) Discussion regarding demand from Oasis RV Park.

X. RECONVENE FROM EXECUTIVE SESSION

XI. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION

XII. ADJOURNMENT

Dated this the 22nd day of April, 2022.

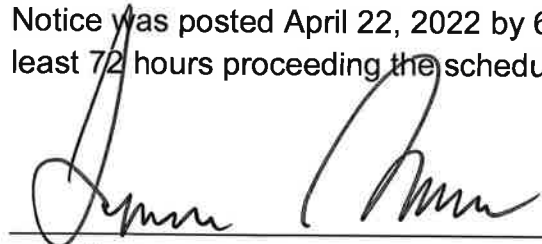


Bryon Wiebold, Mayor

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 22, 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 6:00 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	9 Main Street Meeting FCDC (4B) Meeting 6:00 pm	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 6:00 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
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
Collin County Election Day Vote Centers 7am - 7pm

Exhibit "B"

Polling Place	Address	City
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	601 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

Exhibit "B"

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

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

Proposed new location
realignment of
US 380
from CR 580 to CR 699
(Hunt County Line)

Virtual and In-Person
**PUBLIC
MEETING**

CSJs: 0135-05-028, 0135-04-038, 0135-17-002

Thursday, April 28, 2022
5:30 PM - 7:30 PM

**COLLIN COLLEGE
FARMERSVILLE CAMPUS**
501 S. Collin Parkway
Farmersville, TX 75442



Contact Information:

TxDOT Project Manager, Liang Ding, P.E.
Liang.Ding@txdot.gov | (214) 320-6651

VIRTUAL PUBLIC MEETING

can be viewed at any time
beginning on Thursday,
April 28, 2022, at 5:30 p.m.
through Friday, May 13,
2022, at 11:59 p.m. You can
access the Virtual Public Meeting by
scanning the QR code on this page using
a phone or a tablet or visit www.KeepItMovingDallas.com/US380Farmersville.
Please note, this is not a live event.



Directions to the In-Person Public Meeting
501 S. Collin Parkway, Farmersville, TX 75442

Directions from eastbound US 380:

Turn left onto S. Collin Parkway, and then turn right.

Directions from westbound US 380:

Turn right onto S. Collin Parkway, and then turn right.



Notice

Virtual Public Meeting with In-Person Option

UNITED STATES HIGHWAY (US) 380
From County Road 560 to County Road 699 (Hunt County Line)
CSJs: 0135-05-028, 0135-04-038, 0135-17-002
Collin County, Texas

The Texas Department of Transportation (TxDOT) is proposing a new location realignment of the United States Highway (US) 380 roadway from County Road (CR) 560 to CR 699 (Hunt County Line) south of Farmersville, in Collin County, Texas. This notice advises the public that TxDOT will be conducting an in-person public meeting and an online virtual public meeting for the proposed project.

The same information will be available at the in-person and virtual meeting.

In-Person Meeting

Thursday, April 28, 2022, 5:30 p.m. to 7:30 p.m.
Farmersville Campus of Collin College
501 S. Collin Parkway
Farmersville, TX 75442

Virtual Meeting

Thursday, April 28, 2022, at 5:30 p.m. through
Friday, May 13, 2022, at 11:59 p.m.
www.KeepItMovingDallas.com/US380Farmersville

The in-person meeting will be held from 5:30 p.m. to 7:30 p.m. in an open house format where the public may come and go at their convenience and staff will be available to answer questions. The virtual meeting can be viewed Thursday, April 28, 2022, starting at 5:30 p.m. through the end of the comment deadline on Friday, May 13, 2022, at 11:59 p.m. Materials will be posted to the project website at www.KeepItMovingDallas.com/US380Farmersville and will include a pre-recorded presentation with audio and video components, along with exhibits and other information. **Please note, this is not a live event. The materials can be viewed at your convenience.** If you do not have internet access, you may call (214) 320-6625 between the hours of 8 a.m. and 5 p.m., Monday through Friday, to ask questions and access project materials. **Please note the materials will not be available until April 28, 2022, at 5:30 p.m.**

The proposed project includes a new location realignment of US 380 from CR 560 to CR 699 (Hunt County Line), south of the City of Farmersville, in Collin County for a distance of approximately 7.6 miles. The existing US 380 roadway includes four 12-foot wide lanes, a 16-foot wide two-way left turn lane, limited sidewalks and no bicycle accommodations, within an existing right-of-way varying from 120 to 180 feet wide. The existing US 380 roadway would remain. The new location facility would be constructed as a six-lane divided roadway with 12-foot wide lanes that includes an as-needed additional auxiliary lane and 10-foot wide shoulders. The proposed project would also include continuous, one-way frontage roads with two 12-foot wide lanes and a 10-foot wide shared use path on both sides of the roadway. The existing facility does not meet current design standards and cannot accommodate future traffic demands. The purpose of the project is to improve mobility, to provide a facility that will accommodate future traffic demand, and to comply with current roadway design standards. The proposed project is needed to meet future increase in traffic demands stemming from projected population growth.

The proposed project would, subject to final design considerations, require approximately 551 acres of additional right of way and potentially displace three residences and three commercial structures. Relocation assistance is available for displaced persons and businesses. Information about the TxDOT Relocation Assistance Program and services and benefits for those displaced and other affected property owners, as well as information about the tentative schedule for right-of-way acquisition and construction, can be obtained from the TxDOT district office by calling (214) 320-4469 or visiting the project website.

The proposed project could involve construction in floodplains and wetlands. Preliminary environmental constraints information, maps showing the project location as well as design, tentative construction schedules, and other information regarding the proposed project are on file and available for public inspection Monday through Friday between the hours of 8 a.m. and 5 p.m. at the TxDOT Dallas District Office located at 4777 E. Highway 80, Mesquite, Texas 75150. These materials will also be available for review electronically at the virtual public meeting and in hard copy form at the in-person meeting.

The virtual public meeting and in-person option will be conducted in English. If you need an interpreter or document translator because English is not your primary language or you have difficulty communicating effectively in English, one will be provided to you. If you have a disability and need assistance, special arrangements can be made to accommodate most needs. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend and participate in the virtual public meeting or in-person option, please contact Madison Schein, TxDOT Dallas District Public Information Officer at (214) 320-4483 no later than 4 p.m., Thursday, April 21, 2022. Please be aware that advance notice is required as some services and accommodations may require time for TxDOT to arrange.

Comments from the public regarding the proposed project are requested and may be submitted by mail to the TxDOT Dallas District Office, Attention: Liang Ding, P.E., 4777 E. Highway 80, Mesquite, TX 75150; by email to Liang.Ding@txdot.gov; or by calling (833) 933-0441 to record a verbal comment. **All comments must be received on or before Friday, May 13, 2022**, to be included in the official public meeting record. Responses to comments received will be available online at www.keepitmovingdallas.com/US380Farmersville once they have been prepared.

If you have any general questions or concerns regarding the proposed project please contact Liang Ding, P.E., TxDOT Project Manager, by phone at (214) 320-6625, or by email at Liang.Ding@txdot.gov.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT.

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

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 26, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
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

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 26, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
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

Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes 04-12-2022
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
April 12, 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, and Ted Wagner were in attendance. Councilmembers, Mike Henry and Lance Hudson were absent. 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. Mayor Wiebold also went over the Election dates and times.

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

- There were none.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

- There were none.

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

- A. City Council Minutes (03-22-2022)
- B. Public Works Report
- C. City Manager Report
 - **Councilmember Overstreet** made a motion to pull the City Manager Report for discussion and approve the City Council Minutes and Public Works Report. **Councilmember Williams** seconded the motion to approve. The motion was approved unanimously (3-0).
 - **Councilmember Overstreet** made a motion to approve the City Manager Report. **Councilmember Wagner** seconded the motion to approve. The motion was approved unanimously (3-0).

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.
- 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 Report

VI. REGULAR AGENDA

- A. "Consider, discuss and act upon a presentation by Dan Bennet regarding Hydrilla at South Lake Park."
 - Dan Bennet with Texas Parks and Wildlife gave a power point presentation.
 - No motion needed.
- B. "Consider, discuss and act upon a contract with GrantWorks, Incl, 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."
 - Charles Edwards updated and answered questions the Council had regarding this grant and contract.
 - This item is tabled until the next CC meeting.
- 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."
 - Charles Edwards updated and answered questions the Council had regarding this grant and contract.
 - This item is tabled until the next CC meeting.
- 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."
 - Mayor Wiebold recused himself from this item.
 - Mr. White updated the City Council on this annexation request.
 - **Councilmember Williams** made a motion to approve city staff to move forward on this annexation request.
 - **Councilmember Wagner** seconded the motion.
 - The motion passed unanimously (3-0).
- 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."

- Mr. White updated and discussed this contract with the Council.
- **Councilmember Overstreet** made a motion to approve.
- **Councilmember Wagner** seconded the motion.
- The motion passed unanimously (3-0).

F. "Consider, discuss and act upon an appointment for a Director to the North Texas Municipal Water District Board."

- Mr. White advised the City Council regarding this time.
- **Councilmember Williams** made a motion to re-appoint George Crump as Director to the NTMWD Board.
- **Councilmember Overstreet** seconded the motion.
- The motion was approved unanimously (3-0).

G. "Consider, discuss and act upon accepting the resignation of Doris M. Cooks from the Main Street Program Advisory Board, effective immediately."

- **Councilmember Overstreet** made a motion to accept Mrs. Cooks resignation and also gave direction to staff to draft a letter from the City to Doris Cooks in appreciation of her hard work and dedication to the Main Street Advisory Board and the City of Farmersville.
- **Councilmember Williams** seconded the motion.
- The motion was approved unanimously (3-0).

H. "Consider, discuss and act upon Board and Commission members terms and applications of those interested to serve on a board."

- Discussion was made between Mayor, City Council and Mr. White regarding the specifics of each board and its members, along with the vacant positions.
- No motion was needed.

I. "Consider, discuss and act upon information regarding the Fire Marshal Report."

- Discussions between the Mayor, Council, Mr. White and Fire Chief Lisman.
- No motion needed.

J. "Consider, discuss and act upon an update regarding the City Park bridge project."

- Mr. White made a brief update on this item.
- No motion was needed.

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

- Mr. White updated the Council on where they are on the improvements and what they will be doing next.
- No motion was needed.

VII. REQUEST TO BE PLACED ON FUTURE AGENDA

- There were no request currently.

VIII. ADJOURNMENT

Mayor Wiebold adjourned the meeting at 7:20 p.m.

APPROVE:

Bryon Wiebold, Mayor

ATTEST:

Tabatha Monk, City Secretary

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Financial Budget Report (March 2022)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



City of Farmersville
March 2022
Financial Report

Daphne Hamlin
d.hamlin@farmersvilletx.com

MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: April 18th, 2022

Subject: March 2022 Budget Report (unaudited)

Financial Reporting is available for review on the City website. www.farmersvilletx.com. Press OpenGov button ;> Press Stories button at the top under City logo; Press City of Farmersville March 2022 Financial Report.

General Fund and Enterprise Fund Budget Summary with (2) year comparison:

	2021-2022 Budget	Revenues vs. Expenses	2021-2022 to Date	2020-2021 Actual	2019-2020 Actual
General Fund Revenue	4,193,462	Revenue to Date	3,051,711	2,545,134	2,118,651
General Fund Expense	4,193,462	Expenses to Date	2,014,817	2,083,120	1,698,798
Water Fund Revenue	1,861,471	Revenue to Date	892,064	946,861	720,454
Water Fund Impact Fee Revenue	86,570	Revenue to Date	1,547	89,864	16,678
Water Fund Expense	1,948,041	Expenses to Date	836,197	796,098	992,873
Wastewater Fund Revenue	1,449,850	Revenue to Date	741,406	651,726	568,392
Wastewater Fund Impact Fee Revenue	275,700	Revenue to Date	740	296,231	30,437
Wastewater Fund Expense	1,834,126	Expenses to Date	660,733	586,392	694,171
Electric Fund Revenue	4,398,735	Revenue to Date	1,943,102	1,834,870	1,743,239
Electric Fund Expense	4,398,735	Expenses to Date	2,085,291	1,864,342	2,146,139
Refuse Fund Revenue	521,407	Revenue to Date	282,555	258,494	252,135
Refuse Fund Expense	521,407	Expenses to Date	251,342	216,729	217,938

Cash Summary

The cash summary and revenue vs. expenses for the General Fund and Enterprise Funds are attached.

SUMMARY OF CASH BALANCES MARCH 2022

ACCOUNT: CBTX (0815)

	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ (247,874.74)	
Refuse Fund			\$ 18,623.19	
Water Fund			\$ 25,974.88	
Wastewater Fund			\$ 259,009.37	
Electric Fund			\$ (787,751.21)	
Cares Act Funding	\$ 481,364.30			
CC Child Safety	\$ 17,055.97			
Park Fund	\$ 12,623.46			
Waterwaste Bond Fund				
Law Enf Training	\$ 3,899.81			
Disbursement Fund	\$ 2,143.33			
LakeHaven Mud	\$ 5,000.00			
Library Donation Fund	\$ 1,648.88			
Court Tech/Sec	\$ 24,161.67			
JW Spain Grant	\$ 47,129.02			
Radio Note	\$ 6,082.79			
CC Bond Farmersville Parkway	\$ 130,333.11			
2019 Farmersville Parkway	\$ (2,346.50)			
Equipment Replacement	\$ 5,322.29			
Interest Earned	\$ 46.73			
TOTAL:	\$ 46.73	\$ 734,418.13	\$ (732,018.51)	\$ 2,399.62
Debt Service Accounts				
County Tax Deposit (cbtx 0807)(Debt Service)	\$ 36.73	\$ 297,621.41		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 62.56	\$ 479,732.20		
TOTAL:	\$ 99.29	\$ 777,353.61		\$ 777,353.61
Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 14.87	\$ 114,025.89		
Water Dev. Board (Texstar 1110)	\$ 16.11	\$ 177,404.80		
2019 C/O Street (Texstar 0190)	\$ 10.20	\$ 112,232.68		
Listcon Escrow(Texstar 0300)	\$ 11.35	\$ 125,168.95		
Police Seized Funds	\$ -	\$ 1,831.05		
Summit Property Sewer Escrow (cbtx 231)	\$ 0.28	\$ 16,713.36		
TOTAL:	\$ 52.81	\$ 547,376.73	\$ -	\$ 547,376.73
Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 296.73	\$ 2,273,874.40		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 75.33	\$ 577,155.35		
Water/WW Fund (Texpool 00017)(Capital)	\$ 108.62	\$ 832,311.92		
Elec. Fund (Texpool 0005) (Operating)	\$ 6.53	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 83.46	\$ 639,519.24		
Elec. Surcharge (Texpool 0015)	\$ 16.73	\$ 128,146.60		
Money Market Acct. (cbtx 092)	\$ 34.95		\$ 274,360.86	
TOTAL:	\$ 622.35	\$ 4,501,007.51	\$ 274,360.86	\$ 4,775,368.37
Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund	\$ -			
TOTAL APPROPRIATED SURPLUS	\$ -	\$ -	\$ -	\$ -
TOTAL CASH & INVESTMENT ACCOUNTS	\$ 6,560,155.98	\$ (457,657.65)	\$ 6,102,498.33	

SUMMARY OF CASH BALANCES MARCH 2022

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 7909)	\$	76.27	\$	345,867.49	
FEDC 4A Checking Account(Independent Bank 452)	\$	437.90	\$	1,916,925.86	
FEDC 4A Investment Account (Texpool 0001)	\$	9.46	\$	72,440.69	
TOTAL:	\$	523.63	\$	2,335,234.04	\$ - \$ 2,335,234.04

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 9724)	\$	100.88	\$	454,378.80	
FCDC 4B Investment Account (Texpool 0001)	\$	71.36	\$	547,046.33	
TOTAL:	\$	172.24	\$	1,001,425.13	\$ - \$ 1,001,425.13

TIRZ Account					
County Tax Deposits (cbtx 01276)	\$	-	\$	1,649.21	
TIRZ Texpool Account (xxx019)	\$	69.17	\$	529,910.43	
TOTAL:	\$	69.17	\$	531,559.64	\$ - \$ 531,559.64

Main Street Account					
Farmersville Main Street Account (Ind Fin. 8204)	\$	-	\$	15,273.63	
TOTAL:	\$	-	\$	15,273.63	\$ - \$ 15,273.63

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas, 11-2018

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

Daphne Hamlin

Daphne Hamlin, City Investment Officer

10-2019 NCTCOG - Public Funds Inv Act.

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

00-REVENUE	4,193,462	321,494.21	3,051,711.99	0.00	1,141,750.01	72.77
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TOTAL REVENUES

	4,193,462	321,494.21	3,051,711.99	0.00	1,141,750.01	72.77
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EXPENDITURE SUMMARY

00-TRANSFER OUT

CAPITAL EXPENDITURES

TRANSFERS

TOTAL 00-TRANSFER OUT

0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00

11-MAYOR & CITY COUNCIL

PERSONNEL SERVICES

CONTRACTS & PROF. SVCS

MAINTENANCE

PERSONNEL RELATED ITEMS

CAPITAL EXPENDITURES

TOTAL 11-MAYOR & CITY COUNCIL

2,040	170.00	1,020.00	0.00	1,020.00	50.00
1,000	0.00	0.00	0.00	1,000.00	0.00
500	0.00	0.00	0.00	500.00	0.00
14,123	0.00	5,845.00	0.00	8,278.00	41.39
0	0.00	0.00	0.00	0.00	0.00
17,663	170.00	6,865.00	0.00	10,798.00	38.87

12-ADMINISTRATION

PERSONNEL SERVICES

CONTRACTS & PROF. SVCS

CONST. MATL./TOOLS/EQUIP

MAINTENANCE

UTILITIES

SUPPLIES

PERSONNEL RELATED ITEMS

CAPITAL EXPENDITURES

TRANSFERS

TOTAL 12-ADMINISTRATION

251,321	19,894.02	141,796.51	0.00	109,524.49	56.42
276,953	28,689.96	132,212.05	0.00	144,740.95	47.74
0	0.00	0.00	0.00	0.00	0.00
143,748	18,729.63	67,693.63	4,684.43	71,369.94	50.35
25,450	2,589.76	16,605.53	0.00	8,844.47	65.25
38,300	7,682.79	15,696.66	0.00	22,603.34	40.98
62,000	4,937.88	22,294.16	0.00	39,705.84	35.96
0	0.00	0.00	0.01	0.01	0.00
0	0.00	0.00	0.00	0.00	0.00
797,772	82,524.04	396,298.54	4,684.42	396,789.04	50.26

13-DEVELOPMENT SERVICES

PERSONNEL SERVICES

CONTRACTS & PROF. SVCS

MAINTENANCE

UTILITIES

SUPPLIES

PERSONNEL RELATED ITEMS

CAPITAL EXPENDITURES

TOTAL 13-DEVELOPMENT SERVICES

156,803	13,125.09	74,024.87	0.00	82,778.13	47.21
7,100	0.00	0.00	0.00	7,100.00	0.00
3,635	370.00	1,902.29	0.00	1,732.71	52.33
360	0.00	0.00	0.00	360.00	0.00
4,000	102.45	454.82	0.00	3,545.18	11.37
5,000	0.00	608.00	0.00	4,392.00	12.16
0	0.00	0.00	0.00	0.00	0.00
176,898	13,597.54	76,989.98	0.00	99,908.02	43.52

14-MUNICIPAL COURT

PERSONNEL SERVICES

CONTRACTS & PROF. SVCS

MAINTENANCE

UTILITIES

162,884	11,228.06	82,877.45	0.00	80,006.55	50.88
26,400	3,325.00	11,652.30	0.00	14,747.70	44.14
18,527	1,272.16	10,036.89	0.00	8,490.11	54.17
1,740	112.07	680.32	0.00	1,059.68	39.10

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	7,500	166.33	3,090.83	0.00	4,409.17	41.21
PERSONNEL RELATED ITEMS	11,330	159.44	5,952.81	0.00	5,377.19	52.54
CAPITAL EXPENDITURES	1,750	0.00	0.00	0.00	1,750.00	0.00
TOTAL 14-MUNICIPAL COURT	230,131	16,263.06	114,290.60	0.00	115,840.40	49.66
15-LIBRARY						
PERSONNEL SERVICES	106,695	6,172.20	49,423.81	0.00	57,271.19	46.32
CONTRACTS & PROF. SVCS	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE	24,045	2,312.15	10,336.82	0.00	13,708.18	42.99
UTILITIES	13,540	968.32	6,430.25	0.00	7,109.75	47.49
SUPPLIES	3,650	0.00	1,263.26	0.00	2,386.74	34.61
PERSONNEL RELATED ITEMS	6,684	1,720.00	5,222.00	0.00	1,462.00	78.13
CAPITAL EXPENDITURES	15,000	2,652.76	6,546.37	0.00	8,453.63	43.64
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	169,814	13,825.43	79,222.51	0.00	90,591.49	46.65
16-CIVIC/CENTER						
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	17,450	1,106.68	8,829.44	0.00	8,620.56	50.60
TOTAL 16-CIVIC/CENTER	17,450	1,106.68	8,829.44	0.00	8,620.56	50.60
21-POLICE DEPT.						
PERSONNEL SERVICES	989,982	72,399.41	456,327.08	0.00	533,654.92	46.09
CONTRACTS & PROF. SVCS	98,855	216.10	42,158.78	0.00	56,696.22	42.65
CONST. MATL./TOOLS/EQUIP	1,000	0.00	94.59	0.00	905.41	9.46
MAINTENANCE	91,800	6,426.00	52,403.22	6,604.70	32,792.08	64.28
UTILITIES	43,628	3,322.31	19,417.76	0.00	24,210.24	44.51
SUPPLIES	72,100	4,167.44	30,117.90	0.00	41,982.10	41.77
PERSONNEL RELATED ITEMS	39,272	617.61	19,756.88	0.00	19,515.12	50.31
CAPITAL EXPENDITURES	17,000	0.00	1,201.28	0.00	15,798.72	7.07
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,353,637	85,913.65	621,477.49	6,604.70	725,554.81	46.40
22-FIRE DEPT.						
PERSONNEL SERVICES	235,363	22,930.03	130,782.15	0.00	104,580.85	55.57
CONTRACTS & PROF. SVCS	72,560	7,569.84	7,569.84	0.00	64,990.16	10.43
CONST. MATL./TOOLS/EQUIP	0	0.00	464.33	0.00	464.33	0.00
MAINTENANCE	28,840	1,172.06	11,581.66	83.52	17,174.82	40.45
UTILITIES	2,640	105.98	635.88	0.00	2,004.12	24.09
SUPPLIES	26,200	1,031.40	7,994.03	0.00	18,205.97	30.51
PERSONNEL RELATED ITEMS	26,205	0.00	17,841.55	0.00	8,363.45	68.08
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	391,808	32,809.31	176,869.44	83.52	214,855.04	45.16
31-STREET						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 31-STREET	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

PAGE: 3

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
34-STREET SYSTEM						
PERSONNEL SERVICES	86,125	5,756.43	32,623.99	0.00	53,501.01	37.88
CONTRACTS & PROF. SVCS	14,800	0.00	0.00	0.00	14,800.00	0.00
CONST. MATL./TOOLS/EQUP	215,013	9,922.74	59,690.37	4,881.50	150,441.13	30.03
MAINTENANCE	3,500	0.00	699.91	0.00	2,800.09	20.00
UTILITIES	6,350	743.83	4,013.45	0.00	2,336.55	63.20
SUPPLIES	6,150	1,004.56	3,562.99	0.00	2,587.01	57.93
PERSONNEL RELATED ITEMS	1,500	0.00	0.00	0.00	1,500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	333,438	17,427.56	100,590.71	4,881.50	227,965.79	31.63
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	92,324	10,761.18	86,485.04	0.00	5,838.96	93.68
CONTRACTS & PROF. SVCS	23,500	0.00	7,840.00	0.00	15,660.00	33.36
CONST. MATL./TOOLS/EQUP	102,272	4,000.00	85,340.94	0.00	16,930.73	83.45
MAINTENANCE	11,799	56.99	2,875.91	0.00	8,923.42	24.37
UTILITIES	23,268	3,164.67	15,612.11	0.00	7,655.89	67.10
SUPPLIES	1,000	0.00	344.50	0.00	655.50	34.45
PERSONNEL RELATED ITEMS	1,000	0.00	868.49	0.00	131.51	86.85
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	255,163	17,982.84	199,366.99	0.00	55,796.01	78.13
39-PARKS						
PERSONNEL SERVICES	81,952	10,873.14	35,429.49	0.00	46,522.51	43.23
CONTRACTS & PROF. SVCS	51,750	2,700.00	31,415.75	0.00	20,334.25	60.71
CONST. MATL./TOOLS/EQUP	20,125	505.91	8,582.46	0.00	11,542.54	42.65
MAINTENANCE	16,500	2,077.00	6,724.29	0.00	9,775.71	40.75
UTILITIES	75,885	3,600.45	21,194.61	0.00	54,690.39	27.93
SUPPLIES	4,500	0.00	982.54	0.00	3,517.46	21.83
PERSONNEL RELATED ITEMS	500.00	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	251,212	19,756.50	104,329.14	0.00	146,882.86	41.53
71-DEBT SERVICE						
DEBT SERVICE	155,847	31,673.43	129,688.04	0.00	26,158.96	83.21
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	155,847	31,673.43	129,688.04	0.00	26,158.96	83.21
TOTAL EXPENDITURES	4,150,833	333,050.04	2,014,817.88	16,254.14	2,119,760.98	48.93
REVENUE OVER/(UNDER) EXPENDITURES	42,629 (11,555.83)	1,036,894.11 (16,254.14) (978,010.97)	2,394.24

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	1,707,900	41,808.18	1,435,682.05	0.00	272,217.95	84.06
100.00.5712.000 CC CONV FEE COURT	0	480.81	1,103.66	0.00	1,103.66	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	39,500	806.15	10,794.77	0.00	28,705.23	27.33
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	625,000	59,631.27	371,892.84	0.00	253,107.16	59.50
100.00.5722.000 BEVERAGE TAX	8,500	961.72	3,709.98	0.00	4,790.02	43.65
100.00.5723.000 HOTEL OCCUPANCY TAX	0	0.00	542.66	0.00	542.66	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	35,100	3,177.50	18,842.46	0.00	16,257.54	53.68
100.00.5731.000 FRANCHISE FEES - GAS	29,000	0.00	28,928.33	0.00	71.67	99.75
100.00.5732.000 SKYBEAM	58,320	4,836.30	29,017.80	0.00	29,302.20	49.76
100.00.5733.000 ELEC. FUND FRANCHISE FEE	10,800	0.00	9,009.92	0.00	1,790.08	83.43
100.00.5734.000 FRANCHISE FEES - TELE.	3,000	2.04	7,880.55	0.00	4,880.55	262.69
100.00.5735.000 FRANCHISE FEES - CABLE	19,000	0.00	6,232.41	0.00	12,767.59	32.80
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5740.000 ANNEXATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	150,000	4,622.38	43,377.34	0.00	106,622.66	28.92
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	350	30.00	67.50	0.00	282.50	19.29
100.00.5742.000 PLANNING & ZONING FEES	54,097	0.00	7,022.50	0.00	47,074.50	12.98
100.00.5743.000 FEES (ANIMAL REG)	50	0.00	45.00	0.00	5.00	90.00
100.00.5744.000 PENALTIES	125,000	9,328.58	48,585.65	0.00	76,414.35	38.87
100.00.5745.000 CNTY FIRE RUNS	113,272	56,669.22	113,338.44	0.00	66.44	100.06
100.00.5746.000 ONION SHED RENTAL	500	200.00	300.00	0.00	200.00	60.00
100.00.5747.000 COUNTY LIBRARY FUND	31,378	15,689.42	15,689.42	0.00	15,688.58	50.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5753.000 DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	14,005.00	0.00	14,005.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,500.74	9,004.44	0.00	7,742.56	53.77
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	1,200	343.46	947.51	0.00	252.49	78.96
100.00.5763.000 FEDC 4A STAFF SUPPORT	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	2,000.00	6,000.00	0.00	6,000.00	50.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	2,055	0.00	584.31	0.00	1,470.69	28.43
100.00.5769.000 OTHER INCOME	30,000	165.00	4,781.69	0.00	25,218.31	15.94
100.00.5769.001 CARES ACT REFUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5769.002 FARMERSVILLE LIGHTS DONA	66,671	0.00	66,670.99	0.00	0.01	100.00
100.00.5769.003 FVILLE LIGHT CARRIAGE RI	331	0.00	331.00	0.00	0.00	100.00
100.00.5769.004 CHRISTMAS TREE SALE	24,052	1,874.87	22,177.49	0.00	1,874.51	92.21
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	0.00	50.00	0.00	450.00	10.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

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100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5779.000 TIRZ ADMIN. REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00
100.00.5791.000 4B SUPPORT REVENUE	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	10,354.95	0.00	10,355.05	50.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,800.00	0.00	1,800.00	50.00
100.00.5794.000 CIVIC RENT	5,500	400.00	2,462.50	0.00	3,037.50	44.77
100.00.5795.000 4B SALARY	84,635	0.00	0.00	0.00	84,635.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5899.000 SALE OF EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5940.000 INSURANCE CLAIM REFUND	0	0.00	1,059.42	0.00	1,059.42	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,464,286	118,690.49	712,142.91	0.00	752,143.09	48.63
100.00.5992.000 SALE OF FIXED ASSETS	65,300	0.00	47,276.50	0.00	18,023.50	72.40
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TIRZ TRANSFER OUT	(616,892)	0.00	0.00	0.00	616,892.00	0.00
TOTAL 00-REVENUE	4,193,462	321,494.21	3,051,711.99	0.00	1,141,750.01	72.77

TOTAL REVENUE	4,193,462	321,494.21	3,051,711.99	0.00	1,141,750.01	72.77
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CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

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700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,948,041	126,616.67	893,611.14	0.00	1,054,429.86	45.87
TOTAL REVENUES	1,948,041	126,616.67	893,611.14	0.00	1,054,429.86	45.87
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	153,494	9,376.54	59,479.06	0.00	94,014.94	38.75
CONTRACTS & PROF. SVCS	650	57.30	114.60	0.00	535.40	17.63
MAINTENANCE	29,705	1,580.14	20,741.12	0.00	8,963.88	69.82
UTILITIES	5,750	60.00	2,127.75	0.00	3,622.25	37.00
SUPPLIES	3,000	311.53	1,414.86	0.00	1,585.14	47.16
PERSONNEL RELATED ITEMS	25,313	1,381.85	15,445.13	0.00	9,867.87	61.02
TOTAL 12-ADMINISTRATION	217,912	12,767.36	99,322.52	0.00	118,589.48	45.58
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
CONST. MATL./TOOLS/EQUIP	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
PERSONNEL RELATED ITEMS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	233,703	23,835.23	137,929.92	0.00	95,773.08	59.02
CONTRACTS & PROF. SVCS	134,155	5,466.73	33,093.24	0.00	101,061.76	24.67
CONST. MATL./TOOLS/EQUIP	264,686	62,194.82	103,950.37	24,915.60	135,820.03	48.69
MAINTENANCE	20,120	1,820.11	16,690.81	0.00	3,429.19	82.96
UTILITIES	40,364	3,211.34	18,309.74	0.00	22,054.26	45.36
SUPPLIES	845,136	70,646.80	355,414.80	0.00	489,721.20	42.05
PERSONNEL RELATED ITEMS	20,150	524.80	10,513.03	0.00	9,636.97	52.17
CAPITAL EXPENDITURES	49,941	0.00	36.36	0.00	49,904.64	0.07
TRANSFERS	121,874	10,156.17	60,937.02	0.00	60,936.98	50.00
TOTAL 35-WATER DEPT.	1,730,129	177,856.00	736,875.29	24,915.60	968,338.11	44.03
TOTAL EXPENDITURES	1,948,041	190,623.36	836,197.81	24,915.60	1,086,927.59	44.20
REVENUE OVER/(UNDER) EXPENDITURES	0	(64,006.69)	57,413.33	(24,915.60)	(32,497.73)	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

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700-WATER FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	13,000	5,910.91	17,440.35	0.00	4,440.35)	134.16
700.00.5743.000 CONNECT FEE	21,000	730.00	6,410.00	0.00	14,590.00	30.52
700.00.5744.000 PENALTIES	0	0.00	8,900.24	0.00	8,900.24)	0.00
700.00.5745.000 AGREEMENTS AND CONTRACTS	188,000	12,577.87	93,294.57	0.00	94,705.43	49.62
700.00.5746.000 IMPACT FEE	86,570	0.00	1,547.00	0.00	85,023.00	1.79
700.00.5751.000 CITY WATER SALES	1,628,551	107,307.69	763,805.95	0.00	864,745.05	46.90
700.00.5752.000 CHANGE IN UTILITY DEPOSIT	0	0.00	0.00	0.00	0.00	0.00
700.00.5753.000 WATER TAP FEES	10,570	0.00	1,900.00	0.00	8,670.00	17.98
700.00.5762.000 INTEREST EARNED	350	90.20	313.03	0.00	36.97	89.44
700.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,948,041	126,616.67	893,611.14	0.00	1,054,429.86	45.87
TOTAL REVENUE	1,948,041	126,616.67	893,611.14	0.00	1,054,429.86	45.87

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

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705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,725,620	122,159.72	742,146.59	0.00	983,473.41	43.01
TOTAL REVENUES	1,725,620	122,159.72	742,146.59	0.00	983,473.41	43.01
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	135,219	6,362.28	40,540.45	0.00	94,678.55	29.98
TOTAL 12-ADMINISTRATION	135,219	6,362.28	40,540.45	0.00	94,678.55	29.98
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	179,566	2,841.17	75,092.45	0.00	104,473.55	41.82
CONTRACTS & PROF. SVCS	41,170	1,442.40	22,879.03	0.00	18,290.97	55.57
CONST. MATL./TOOLS/EQUP	74,441	8,773.42	34,791.04	0.00	39,649.96	46.74
MAINTENANCE	654,380	49,650.50	308,324.64	0.00	346,055.36	47.12
UTILITIES	26,660	2,886.17	12,121.86	0.00	14,538.14	45.47
SUPPLIES	5,500	1,004.56	4,374.33	0.00	1,125.67	79.53
PERSONNEL RELATED ITEMS	5,000	0.00	1,755.00	0.00	3,245.00	35.10
DEBT SERVICE	359,410	0.00	34,505.00	0.00	324,905.00	9.60
CAPITAL EXPENDITURES	100,000	0.00	0.00	0.00	100,000.00	0.00
TRANSFERS	252,780	21,065.00	126,390.00	0.00	126,390.00	50.00
TOTAL 36-WASTEWATER SYSTEM	1,698,907	87,663.22	620,233.35	0.00	1,078,673.65	36.51

TOTAL EXPENDITURES	1,834,126.00	94,025.50.00	660,773.80	0.00	1,173,352.20	36.03
REVENUE OVER/(UNDER) EXPENDITURES	(108,506)	28,134.22	81,372.79	0.00 (189,878.79)	74.99-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

705-WASTEWATER

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	1,431,050	122,051.10	731,616.87	0.00	699,433.13	51.12
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	0.00	8,936.60	0.00	6,063.40	59.58
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	275,770	0.00	740.00	0.00	275,030.00	0.27
705.00.5753.000 SEWER TAP FEE	3,600	0.00	600.00	0.00	3,000.00	16.67
705.00.5762.000 INTEREST EARNED	200	108.62	253.12	0.00	53.12	126.56
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,725,620	122,159.72	742,146.59	0.00	983,473.41	43.01
TOTAL REVENUE	1,725,620	122,159.72	742,146.59	0.00	983,473.41	43.01

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

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715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,398,735	330,957.37	1,943,102.93	0.00	2,455,632.07	44.17
TOTAL REVENUES	4,398,735	330,957.37	1,943,102.93	0.00	2,455,632.07	44.17
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	134,874	4,049.44	28,832.90	0.00	106,041.10	21.38
TOTAL 12-ADMINISTRATION	134,874	4,049.44	28,832.90	0.00	106,041.10	21.38
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	520,705	34,058.98	281,781.62	0.00	238,923.38	54.12
CONTRACTS & PROF. SVCS	89,000	553.51	12,929.19	0.00	76,070.81	14.53
CONST. MATL./TOOLS/EQUIP	109,321	8,974.79	39,190.33	43,541.66	26,569.01	75.68
MAINTENANCE	22,773	1,763.57	14,793.66	0.00	7,979.34	64.96
UTILITIES	14,375	1,359.45	6,126.53	0.00	8,248.47	42.62
SUPPLIES	2,161,974	216,712.39	1,138,555.99	0.00	1,023,418.01	52.66
PERSONNEL RELATED ITEMS	36,000	998.50	6,887.62	0.00	29,112.38	19.13
DEBT SERVICE	220,507	0.00	61,883.73	0.00	158,623.27	28.06
CAPITAL EXPENDITURES	150,000	9,405.56	24,706.57	39,893.64	85,399.79	43.07
TRANSFERS	939,206	78,267.16	469,602.96	0.00	469,603.04	50.00
TOTAL 37-ELECTRIC DEPT.	4,263,861	352,093.91	2,056,458.20	83,435.30	2,123,967.50	50.19

TOTAL EXPENDITURES	4,398,735	356,143.35	2,085,291.10	83,435.30	2,230,008.60	49.30
REVENUE OVER/ (UNDER) EXPENDITURES	0	25,185.98	142,188.17	83,435.30	225,623.47	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

715-ELECTRIC FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,900	660.00	3,306.78	0.00	4,593.22	41.86
715.00.5744.000 PENALTIES	40,000	0.00	19,199.53	0.00	20,800.47	48.00
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,400,535	244,552.29	1,418,971.25	0.00	1,981,563.75	41.73
715.00.5752.000 CHANGE IN ELECTRIC DEPOS	0	0.00	0.00	0.00	0.00	0.00
715.00.5755.000 SURCHARGE	150,000	10,253.78	60,023.31	0.00	89,976.69	40.02
715.00.5757.000 PCA (POWER COST ADJ)	800,000	75,384.58	441,380.77	0.00	358,619.23	55.17
715.00.5762.000 INTEREST	300	106.72	221.29	0.00	78.71	73.76
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5770.000 SALES TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5991.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,398,735	330,957.37	1,943,102.93	0.00	2,455,632.07	44.17
TOTAL REVENUE	4,398,735	330,957.37	1,943,102.93	0.00	2,455,632.07	44.17

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

PAGE: 1

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	521,407	47,069.70	282,555.57	0.00	238,851.43	54.19
TOTAL REVENUES	521,407	47,069.70	282,555.57	0.00	238,851.43	54.19
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	408,581	36,655.52	194,929.46	0.00	213,651.54	47.71
CONST. MATL./TOOLS/EQUIP	110,426	9,202.16	46,010.80	0.00	64,415.20	41.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	10,402.16	0.00	8,002.16	433.42
PERSONNEL RELATED ITEMS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	521,407	46,057.68	251,342.42	0.00	270,064.58	48.20
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	521,407	46,057.68	251,342.42	0.00	270,064.58	48.20
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,012.02	31,213.15	0.00	31,213.15	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2022

720-REFUSE FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	6,260	0.00	2,800.56	0.00	3,459.44	44.74
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	243,372	22,591.08	134,905.68	0.00	108,466.32	55.43
720.00.5752.000 COMMERCIAL TRASH COLLECT	180,426	16,080.36	94,627.92	0.00	85,798.08	52.45
720.00.5755.000 RECYCLE	84,005	7,723.26	46,184.91	0.00	37,820.09	54.98
720.00.5755.001 RECYCLE FRANCHISE FEE	7,344	675.00	4,036.50	0.00	3,307.50	54.96
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	0	0.00	0.00	0.00	0.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	521,407	47,069.70	282,555.57	0.00	238,851.43	54.19
TOTAL REVENUE	521,407	47,069.70	282,555.57	0.00	238,851.43	54.19

City of Farmersville

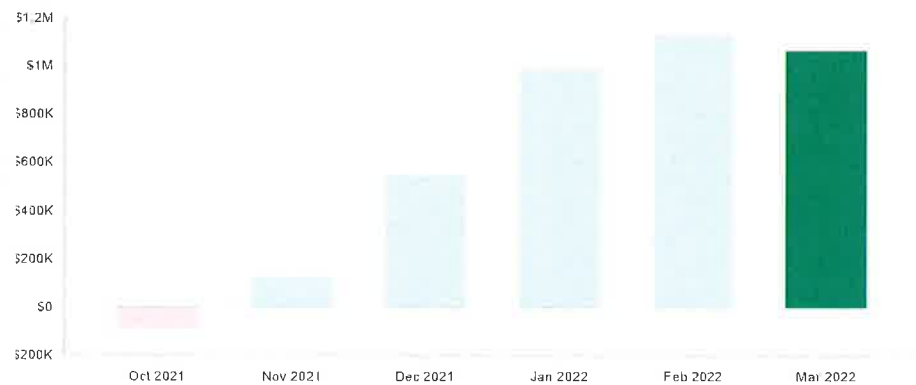
March 2022 Financial Report

Budget Reporting for March 2022

The major operating funds that are a part of the annual operating budget for the City of Farmersville are the General Fund, the enterprises funds which represent the Water & Wastewater Fund, Refuse Fund, and Electric Fund. Interest and Sinking Fund represents tax collected for debt. Below information represents on how these funds are performing. As a benchmark for comparison, we'll bear in mind that as of the end of March 6/12 months or 50% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 50% level, and to have 50% remaining budget for the remaining of the year.

Finance General Fund and Enterprise Fund Budget to Actual...

Data Updated today



\$1,064,705.21

Revenues Less Expenses in Mar 2022

Above bar chart represents the current 2021-2022 overall budget in the General Fund and Enterprise Funds. To view budget in detail please click on the bar chart above.

Sales Tax Collected to Date

Sales Tax Revenue

Data Updated today

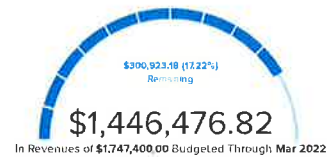


Above chart represents sales tax collected in the General Fund thru March 2022. To review budget click above chart for more information

Ad Valorem Collected to Date

Ad Valorem Revenue

Data Updated today



City will collected the majority of Ad Valorem taxes in December 2021 and February 2022. Current tax rate is \$0.712044. To review budget click above chart for more information

General Fund Revenues

General Fund Revenue Budget 2021-2022

Data Updated today

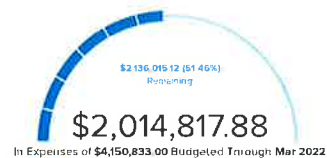


In the bar chart above it represents the different types of revenues collected in the General Fund. As of March 2022 City has collected 72.77% of the budgeted amount. To view budget please click above chart for more information

General Fund Expenses

General Fund Expenses to date

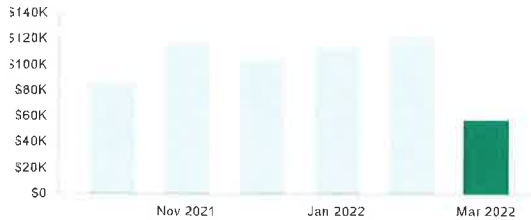
Data Updated today



In the above graph it represents expenses in the General Fund. As of March 2022 City has expended 48.93% of budgeted amount. To view budget please click above chart for more information

Water Fund Revenue vs. Expenses

Water Fund Budget to Actual



\$57,413.33

Revenues Less Expenses in Mar 2022

Above bar chart represents the water fund performance to date. City has collected 45.87% of budgeted revenue and expended 44.20% of budgeted expenses. To review budget click above chart for more information

Wastewater Fund Revenue vs. Expenses

Wastewater Fund Budget to Actual



\$81,372.79

Revenues Less Expenses in Mar 2022

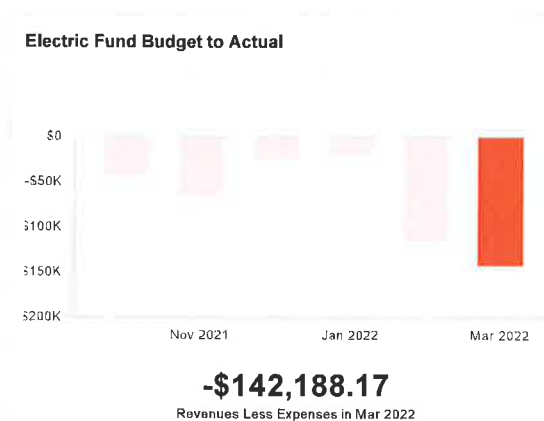
Above bar chart represents the wastewater fund performance to date. City has collected 43.01% of budgeted revenue and expended 36.03% of budgeted expenses. To review budget click above chart for more information.

Water and Wastewater Impact Fee Revenue

Data Updated Today



Electric Fund Revenue vs. Expenses

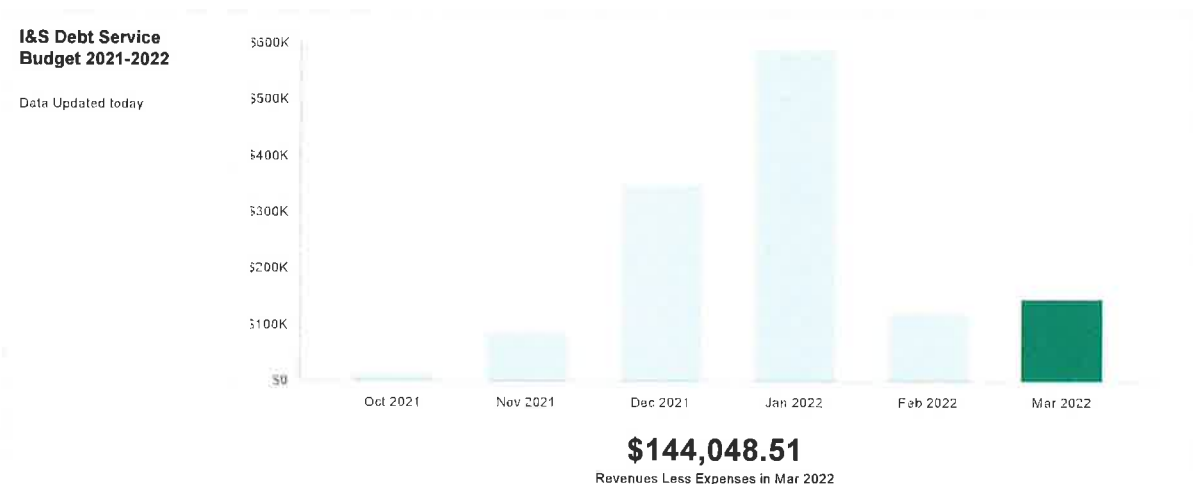


Above bar chart represents the electric fund performance to date. City has collected 44.17% of budgeted revenue and expended 49.30% of budgeted expenses. To review budget click above chart for more information

Refuse Fund Revenue vs. Expenses



Above bar chart represents the refuse fund performance to date. To review budget click above chart for more information.



Interest and Sinking Fund collects a portion of the ad valorem tax collected to pay for Bond Indebtedness incurred by the City. Bond payments are made twice a year. Once in February and the other in August. To review budget click above chart for more information.

V. Informational Items

Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

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 26, 2022
Attachment(s)	1. Possible Council Liaison Report 2. Minutest 3. Fiinance Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



FARMERSVILLE 4B COMMUNITY DEVELOPMENT CORPORATION (CDC)

Minutes - May 10, 2021

6:00 P.M. Farmersville City Hall

205 S. Main St., Farmersville, TX 75442

Meeting Called to order at 6:05 p.m.

The following board members were present: Richard Holbrook, Tonya Mercer, Jesse Nelson, Melody Hudson, Aaron Destefano and Stephen Caspari. Blake Mounger was absent. Also Present: Paula Jackson Staff, Ben White City Manager and Daphne Hamlin Finance.

Recognition of visitors: Jason Acevedo and James Moss from the Main Street Board.

PUBLIC COMMENT

- Jason Acevedo and James Moss came from the Main Street Board to ask about the 2 Entry sign and if they are taken down what would happen to the Sign. The Main Street Board would like the option to get those back.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider for approval March 2021 Financials

Steve Caspari had statement balance questions for Daphne. He asked if it would be possible to come in and talk with her regarding the Statement Balance so he could better understand. Daphne stated any time just call before you come to make sure she is there.

- Motion made by Steve Caspari
- Seconded by Melody Hudson
- Motion carried all in favor

B. Consider for approval monthly payments

- Motion made by Aaron Destefano
- Seconded made by Tonya Mercer
- Motion Carried all in favor

C. Review agreement between 4B and City for Main Street Program

The Board review the agreement:

- Steve: Kevin was supposed to give a regular report on what he has been doing for the money 4B is providing the City of Farmersville. And this report needs to be monthly of what he is doing day to day. Without that report we have no say so of the day to day. If he is doing something for City then 4B shouldn't be the one that pays for that time.
- Aaron: The board need to put together a list of what the board wants him to do.
- Richard: Kevin was a little frustrated with the Board and didn't know what he is supposed to be doing.
- Allison Mathers: of 109 College St. was granted to speak. She stated that she was on the Main Street

Board at one time and Mr. Casey should have known what to do, he went through the Main Street Program training. This tax payers money. She feels that the Main Street Program is dying. This board should take hold and straighten it out.

- Donna Williams: 1985 N Hwy 78: stated that she attended the economic conference on the computer on the Sales Tax. 4B is in charge of the Main Street Program. Donna stated that her option is that the 4B Board needs to get the Attorney to come in and tell the Board how the funds are to be spent because she feels the funds are currently be misused.
- Ben: announce that Kevin turned in his resignation. It's a verbal right now.
- Allison: was granted to speak again and she stated that she was concern when this happened before when we were in between Main Street Directors that the funds were misused and not put back into the 4B funds.
- Daphne: answers Allison's remark: It goes back into the 4b funds. The bill to 4B for the Main Street Fund in the rears salary.
- Steven: read in the Contract , the funds do go back into the 4B funds.
- Aaron: what is the interview process. How much say does our Board have to pick the next person.
- Ben: stated the Board is involved in the process of the hiring as well as the Main Street Board.
- Richard: stated that he was on the interview board.
- Steve: stated that there should be more than one person from the board.

D. Consider, discuss and act upon contract with Reiss Billboards

- Richard: it's been 2 months since we talked about Reiss Bill Boards: Mr. Casey was going to look into the cost of a new signs.
- Jason: is concerned about the sign on the east bound facing west was going away. And the west bound east facing sign was not going to be funded. And if you do take the sign down the Main Street would like it.
- Richard: the board just wanted to get their money's worth.
- Aaron: there is a lot of brush that needs to be cleared. It is so bad when you are going by you only have a few seconds to read sign when you are driving by at 50 to 60 miles per hour.
- Richard: are the 380 Reiss bill board contract ending.
- Tonya: stated that it goes month to month.
- Tonya :stated that the Bill board company cannot do much about the brush.
- Steve: wanted to know who will be the one to talk to the Bill Board company.
- Richard: ask Ben who would be the interim Main Street Director.
- Ben: stated that he doesn't mind if the board what to ask. But will see what we can do to get someone to help out.
- Jason Main Street Board. Moving forward with Barbasol signs to help. The 78 and 380 signs that are faded and in need of repair. Fixing and improving signs the City already own.
- Richard: asked that Steve to talk with Doris Cooks.
- Daphne will look at the contract for the Bill Board.
- Ben: stated that we will go month to month until settled.
- Aaron: we want to see a new bill board sign. Who needs to do this. Seasonal signs
- Tonya: stated that the Chaparral trial sign, is down. There is a number for Rent.
- Richard: ask Steve will talk with the sign company. Ben and Daphne will look at the signs
- Steve: Who designs the signs.
- Tonya: if I want a sign I draw it out and send to the company and they help you design.
- Aaron ask Jason to take it to the Main Street Board to put together bullet point on what your board want to see on the signs, what to promote.

E. Consider discuss and act upon Trail Grants

Ben: 4 grant 200,000.00 Each with 50k matching funds. 3 are funded now and the 4th will be on the next budget.

Steve: who is funding and who is sponsoring

Ben: Sponsored by City, 4B, Chamber and Hunt County

Steve: want a report on the 3 grants already funded. Where are the fund going.

Ben: stated we can provides data any time you what to look at it. We have a software called open gov

Steve: what happens if 4B does not fund.

Ben: stated that it will be given up or the City will take it on

Ben: stated that there is 4 phases, clean up , base, topping rock and signage. Bike and running surface.

Aaron: when budget comes around we will need to know what to expect.

Ben: stated that the engineer can give an expend on the trail. Ben stated that 4B would need to come up with the amount that they wish to spend.

Aaron: there is a lot of draw into Farmersville from the Trail.

ITEMS TO BE PLACED ON FUTURE AGENDAS

Training

Bill boards

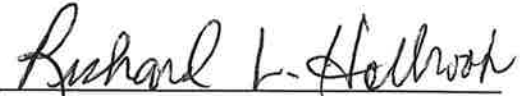
Contracts

Budget workshop

ADJOURNMENT

Motion made by Steve Caspari

Motion seconded by Aaron Destefano



President, Richard Holbrook



Paula Jackson, Assistant to the City Manager



FARMERSVILLE 4B COMMUNITY DEVELOPMENT CORPORATION (CDC)

Minutes – June 30, 2021

6:00 P.M. Farmersville City Hall

205 Main St., Farmersville, TX 75442

I. PRELIMINARY MATTERS

Meeting called to order at 6:23 p.m.

The following board members were present: Melody Hudson, Blake Mounger, Aaron Destefano and Stephen Caspari. Jesse Nelsen, Tonya Mercer, and Richard Holbrook were absent. Staff present Daphne Hamlin Finance Director.

Recognition of visitors: Jeff Moore with Brown and Hofmeister, Donna Williams, Leaca Caspari

II. PUBLIC COMMENT

No one came forward to speak.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

Consider, discuss and act upon Farmersville Community Board Training presented by Jeff Moore with Brown & Hofmeister.

Mr. Moore put together a presentation with some questions that are typically asked.

- i. Attached is a copy of the presentation
- ii. Tedc.org for training

IV. ITEMS TO BE PLACED ON FUTURE AGENDAS

V. ADJOURNMENT

The meeting was adjourned at 7:35 p.m.

President, Richard Holbrook

Paula Jackson, Assistant to the City Manager

The training session was conducted by Jeff Moore of Brown and Hoffmeister. A copy of the Power Point presentation used by Mr. Moore is attached.

Type A or Type B Corporation grants to a business entity require a performance agreement that contains the following:

- 1) The terms of the agreement between the EDC corporation and the developer.
- 2) Primary jobs retained or created.
- 3) Also must include a monetary penalty provision for nonperformance.

Some funding for entities including museums and parks may not need employee component.

When a third party is hired to do business recruitment, a written contract is required.

The Texas State Comptroller's office collects the sales tax. After a small administrative fee, sales tax revenues are sent to the City in two months, who in turn allocates funds to the Type A and Type B boards.

The Type A and Type B boards approve expenditures which also must be approved by the City Council.

Appointments to the board are made by the City Council. Terms are defined by statute (Type B board members serve a two-year term with no term limits. FCDC term limits have been set via bylaws to two consecutive terms.

Officers of the board are elected by the Board of Directors. Terms of office are provided by the bylaws of the board. State law limits the term for officers not to exceed three years. Officers are usually elected annually or biannually.

For cities with a population under 20,000, state law provides the you must be a resident of the city, a resident of the county that the majority of the city resides in, or within 10 miles of the eligible city boundaries not in that county but the neighboring county.

Four members of the seven constitutes a quorum of the Type B Board.

Type B board members are not paid but may be reimbursed for expenses incurred relating to Type B functions.

Bylaws may be amended with the approval of City Council, provided that the amendments do not conflict with state law or certificate of formation.

Public hearings are not required for Type A projects. Type A projects funded by Type B boards in cities with a population less than 20,000 do not require public hearings. City Council is not required to hold public hearings for Type A and Type B projects. Public notice of all projects is required.

Type A and Type B boards must submit an annual Economic Development Corporation Report to the State Comptroller's office by April 1. There is a \$200 penalty for noncompliance. Sales tax training seminars are also required to be taken every 24 months by EDC member and one of the following: the

city manager, the city secretary or the city attorney. Comptroller may impose penalties for noncompliance.

Mr. Henry, City Council liaison, asked who prepares the EDC reports to the state. Daphne Hamlin stated that she prepares the reports.

Under permissible projects, Mr. Moore stated that there are three types of spending EDC funds: projects, job training and promotion. Projects must relate to creation or retention of primary jobs, which by definition, must export "to regional, statewide, national, or international markets infusing new dollars into the local economy". He also discussed infrastructure improvements projects, which do not require the primary job creation.

Projects relate to recreational or community facilities can be funded by Type B boards only, not Type A. Type B funds may be used to support affordable (Section 8) housing.

Certain projects related to water supply facilities and water conservation require voter approval. An example given was erecting a new water tower.

In discussing projects involving to business enterprises that create/retain primary jobs, Aaron DeStefano asked about funding needed equipment, etc. for our volunteer fire department. Mr. Moore indicated that the project must create or retain primary jobs and gave a few examples. If a chemical manufacturer was going to move because of lack of fire protection, EDC funds might be used to build a fire station in a manufacturing area, but not in a residential area.

The "You Can Do Just About Anything" Sec 505.158 of the Texas Local Government Code pertains to only to Type B corporations in cities with a population of 20,000 or less. Projects requiring expenditures of more than \$10,000 require the city to adopt a resolution authorizing the project after giving the resolution at least two separate readings.

All projects must be approved by City Council.

Promotional expenditure cannot exceed 10% of revenues per year. "Hutto Hippo" ruling by the Attorney General of Texas stated the project "has to publicize or advertise the city for business development."

Certain community events advertising, signage and other expenditures may qualify for Type B grants. Some expenditures regarding Christmas lighting may be determined to be either promotional or park projects. Chamber of Commerce and Main Street must do Type B projects.

Funding for job training is not limited to primary employers, but has to be a business enterprise who commits in writing to increase payroll or create new jobs at the prevailing wage in the area.

End of Presentation

Questions/Discussion after Presentation

Steve Caspari asked for clarification on the duties and reporting requirement of the Main Street Board Director.

Mike Henry asked Mr. Moore if personal costs associated with work done for the city not related to Economic Development Corporation Act need be refunded by the city. Mr. Moore answered that it would be need to be refunded if it was not associated with Type B projects.

Mr. Moore stated the Type A and Type B corporations are considered non-profit corporations. Cities are not allowed to provide anything of value to Type A and Type B corporations.

Mr. Henry referred to the complexities of the management/accountability structure currently in place.

The question was asked about penalties for nonperformance on projects. Mr. Moore responded that penalties would be in dollar amounts and could be computed in several different ways.

In reference to questions about the types of projects, Mr. Moore said that boards may choose to focus on certain projects and reserve funds for future projects that require major expenditures.

Libraries are excluded by statute from funding from EDC.

Tonya Mercer questioned why the board was not allowed to fund a part time position at the Senior Citizen's Center. Mr. Moore asked if the Center was part of the parks system.

Aaron DeStefano asked the board could fund purchase of land for parking lots. Mr. Moore said "yes", if there is site improvement and promotes economic development.

Mr. Moore announced that there would be one more virtual training session in July. In September, the plan is begin having regular training sessions again.



FARMERSVILLE 4B COMMUNITY DEVELOPMENT CORPORATION (CDC)

Minutes – July 12, 2021

6:00 P.M. Farmersville City Hall

205 S. Main St., Farmersville, TX 75442

I. PRELIMINARY MATTERS

Meeting called to order at 6:03 p.m.

The following board members were present: Richard Holbrook, Melody Hudson, Aaron Destefano, Stephen Caspari, Tonya Mercer. Jesse Nelsen was absent. Staff present were Paula Jackson Staff Liaison and Daphne Hamlin Finance Director.

Recognition of visitors: No visitors in attendance

II. PUBLIC COMMENT

- No one came forward to speak.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider for approval the minutes

1. From the June 14, 2021, meeting

Corrections to these meeting minutes are to be made and bring back to the meeting of August 9, 2021

B. Consider for approval monthly payments

- Stephen Caspari stated he sees checks written but there are not any supporting documents.
- Daphne Hamlin stated this packet did not have the checks attached. There is a check register that explains each written.
- Stephen Caspari stated that he would need to see the receipts before approving any check.
- Daphne Hamlin left the meeting to make copies of each check and back up documents.
- Aaron Destefano asked why then there was not an invoice for the repair made to the Bain-Honaker House.
- Birdie Nue with the Farmersville Historical Society explained the cost she turned in for reimbursement on the Bain Honaker House. We bring the receipts after the fact. We have been so busy with repairs but will get this to the Board.
- Aaron Destefano wanted to bring up to the Board this is not the procedures that was agreed on.
- Daphne Hamlin told him he was correct but, on a case-by-case like issue is okay.

- Aaron Destefano stated has no problem with funding this for the Historical Society.
- Stephen Caspari asked to make sure we get the backup information for each check in the future.
 - Motion to approve made by Tonya Mercer
 - Seconded made by Aaron Destefano
 - All members voted in favor

C. Consider, discuss, and act upon June 2021 Financial Report

- Aaron Destefano asked for clarification on the TexPool and Statement Balance
- Daphne Hamlin stated the Balance in TexPool \$546k, and the Balance in Checking is \$235k.
- Richard Holbrook asked Daphne Hamlin to tell the Board what TexPool is.
- Daphne Hamlin stated, TexPool is the investment account. Anything over \$250K in you check will be moved over to TexPool.
- Richard Holbrook asked, what the balance of the Checking?
- Daphne Hamlin stated it is \$235,944 is the Checking account Balance.
 - Motion to approve made by Melody Hudson
 - Seconded made by Tonya Mercer
 - All members voted in favor

D. Consider, discuss, and act upon concerns of the Billboard signs from Main Street Board

- Stephen Caspari stated he thinks the input from this Board is very important, it not only good for Main Street, 4B should also have input.
- Melody Hudson asked Stephen Caspari about the graphic designer and what they can do for us.
- Stephen Caspari, Main Street along with this Board would give them the ideas of what we would like to see, and they will send back a draft of the sign for approval.
- Stephen Caspari asked what the Board wants to see.
 - Melody Hudson stated Discovery a Texas Treasure or Texas Treasure
 - Aaron Destefano sated maybe add the Rails to Trails.
- Aaron Destefano stated, this is budget time would it make sense for more comprehensive marketing for the city. We could go through an agency that can coordinate billboards across the different organization.
- Aaron Destefano commented, maybe a blank spot for events and seasonal things happening.
- Richard Holbrook said he thinks the seasonal idea would be great.
- Tonya Mercer asked what the Size of the Billboard is.
- Stephen Caspari Stated the Billboard is 10x20.
- Richard Holbrook asked that Stephen Caspari contact Main Street regarding Billboard.
- Aaron Destefano asked if Stephen Caspari had inquired about the Vinyl from the sign that was taken down. The Main Street really wanted it back.
- Stephen Caspari stated that he had not but will give them a call and let Paula Jackson know so she can send out emails.

E. Consider discuss and act upon setting a deadline for the 4B Grant Program for the Budget

- Stephen Caspari asks where this item came from.
- Paula Jackson stated it was something that needs to be done to prepare for the Budget.
- Daphne Hamlin stated that is correct and the 5th of August would be the best deadline, this way you will have the request for the 9th meeting.
- Aaron Destefano asked about a bucket of money in the Budget for those that didn't make the deadline.
- Stephen Caspari stated he doesn't think we should put it out there that we are open year around. The board has a budget for a reason. If something comes up and if a Budget amendment is needed, we can take care it that way at that time.
- Richard Holbrook asks what the board thinks about the August 5th deadline.
 - Motion made by Aaron Destefano
 - Seconded made by Stephen Caspari
 - All members voted in favor

F. Consider discuss and act upon the Main Street Directors Job Description.

- Richard asked if we know who asked for this meeting.
- Paula Jackson stated Melody Hudson ask for this item at the last meeting.
- Melody Hudson stated she just wanted to know somethings about the Job description.
- Paula Jackson stated, the City Council will be holding a joint meeting with Council, 4B and Main Street on the 27th of July and the agenda for this meeting will be sent to you all.
- Councilman Mike Henry added, the City Council thought this would be a good way to handle this to get thing out in the open. The city has gone through three Main Street Directors in the last four years.
- Stephen Caspari has a problem with other duties assigned by the City Manager.
- Aaron Destefano stated, the issue is that we pay him, and we should not be paying him for things he is doing for the City Manager. He should only be paid for work for Main Street and 4B.
- Aaron Destefano also stated that he believes it may get all muddled if we allow this person to work for everyone in the city.
- Melody Hudson asked, if turn over in this position is due to the issue of not knowing who they need to report too.
- Richard Holbrook stated, that the last one was for health issues
- Daphne Hamlin stated that Dana Mingo was also health related.
- Tonya Mercer asked who hires this person?
- Daphne Hamlin stated, the Main Street President and 4B President and the City Manager and Herself are in the interview process.
- Stephen Caspari stated, the 4B Board needs to be a larger part of this process.

IV. BUDGET WORKSHOP

Daphne covers the Current, Revised and Proposed Budget

Revenue	Adopted budget 2020-2021	Revised 2020-2021
Sales Tax Revenue	\$ 300,000	\$ 300,000
Interest	\$ 150	\$ 150
Total Revenues	\$ 300,150	\$ 300,150
Expenses		
Main Street Program		
Main Street Personnel & Supplies (PJ230)		
Personnel	\$ 85,000	\$ 54,000
Supplies/training/dues	\$ 10,000	\$ 10,000
Main Street Special Events (PJ260) *	\$ 500	\$ 500
Gazebo Restoration (PJ248)	\$ 10,000	\$ 10,000
Sounds System Monthly Subscription (PJ255)	\$ 500	\$ 500
Wayfaring Signs, AMP at Main (PJ247) *		
Best Center Fiber Optic (PJ229)	\$ 8,500	\$ 8,500
Benches and Trash Cans (PJ243)		
Total Main Street Program	\$ 114,500	\$ 83,500
Parks and Recreation		
Chaparral Trail Upgrade Project, MM 5.1 to MM 13.2 (PJ246)	\$ 150,000	\$ 150,000
Rambler Park Swing Sets (PJ249)	\$ 21,500	\$ 21,500
ADA Surfacing (PJ244)	\$ 30,000	\$ 30,000
JW Spain Batting Cages (PJ250)	\$ 2,000	\$ 2,000
Total Parks and Recreation	\$ 203,500	\$ 203,500
Museum		
Bain Honaker Gutter Covers and Window Repairs (PJ236)	\$ 5,100	\$ 5,100
Museum Repairs (PJ239)	\$ 10,000	\$ 10,000
FHM Annual Benefit (PJ240)	\$ 9,000	\$ 9,000
Total Museum	\$ 24,100	\$ 24,100
Civic Organizations		
CoC Events, Promotions, and Publications (PJ237) *	\$ 6,000	\$ 6,000
Coc Tourism, Infrastructure, and Job Retention (PJ259)	\$ 14,000	\$ 14,000
Rotary Club		
NETT Grant 2021 (PJ251)	\$ 5,000	\$ 5,000
IOOF Driveway (PJ256)	\$ 10,000	\$ 10,000
Quilt Guild		
Citizens Assisting Farmersville Police		
Total Civic Organizations	\$ 35,000	\$ 35,000

Special Events		
Sparks of Freedom (PJ238) *	\$ 3,250	\$ 3,250
Christmas Décor (PJ253)	\$ 15,000	\$ 15,000
Music in the Park 2021 (PJ245) *	\$ 3,000	\$ 3,000
National Night Out	\$ -	
Cops & Rodders/National Night Out (PJ241) *	\$ 6,200	\$ 6,200
Total Special Events	\$ 27,450	\$ 27,450
FCDC Projects*		
Billboard Promotion (PJ252) *	\$ 8,400	\$ 8,400
Total FCDC Projects	\$ 8,400	\$ 8,400
Maintenance/Professional Services/Marketing		
Reimburse City of Accounting Services	\$ 1,000	\$ 1,000
Legal Services/fcdc Board Training	\$ 5,500	\$ 5,500
Mays building taxes	\$ 1,500	\$ 1,500
Total Maintenance/Prof. Svc. /Marketing	\$ 8,000	\$ 8,000
Total Expenses	\$ 420,950	\$ 389,950
Revenue vs. Expenses	\$ (120,800)	\$ (89,800)

- Ben White stated, the Rambler Park Sets and Surfacing are still open because we needing the area looked at by the Architect so, it is placed correctly. This will be in next year's Budget time frame.
- Stephen Caspari stated that the wall in the bridge in City Parks is falling. It needs to be fixed. This needs to have priorities around the bridge at City Park.
- Daphne Hamlin stated at this time we need to make sure a few of these items are back on the Budget for 21-22.
 1. Ramble Park and ADA Surfacing
 2. Chaparral Trail Upgrade Project
 3. Special Events
 - a. Sparks of Freedom 6,250
 - b. Farmerville Lights 15,000
 - c. Music in the Park 3,000
 - d. Cop and Rodders 6,200
- Daphne Hamlin added that she believes the Billboard Promotion of \$8,400. 00 will need to be revised in the current budget.

V. ITEMS TO BE PLACED ON FUTURE AGENDAS

Budget workshop

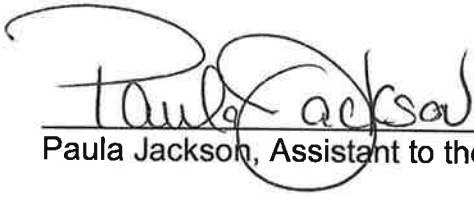
Billboards

Minutes


Main Street Manager

VI. ADJOURNMENT

The meeting was adjourned at 7:04 p.m.



Paula Jackson, Assistant to the City Manager



President, Richard Holbrook

(Farmersville Community Development Meeting 10/11/21 Minutes)

I PRELIMINARY MATTERS

President Donna Williams called the meeting to order at 6:11pm. FCDC Board members Donna Williams, Aaron DeStefano, Tonya Mercer, Melody Hudson, and John Garcia were present. Absent board members were Stephen Caspari and Richard Holbrook. Staff Liaison Paula Jackson, City Manager Ben White, and City Councilman Craig Overstreet, Main Street Board Chair Jason Acevedo, and visitor Leaca Caspari also were present.

II PUBLIC COMMENT

Jason Acevedo, representing the Farmersville Main Street Board presented a flyer to the Board that he picked up at City Hall and spoke briefly about the Main Street program history and the Main Street Four Point Program. Mr. Acevedo stated the program is meant to improve the economy and expressed some concern about any plans to reduce the budget for a Main Street Manager.

III ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider for approval the minutes for the following meetings:

June 14, 2021 Minutes: It was determined that the date was erroneously posted. The correct date was June 30, 2021. This item will be considered at the next monthly meeting.

September 13, 2021 Minutes: Aaron DeStefano made a motion to approve the minutes; Melody Hudson seconded. The motion carried unanimously.

B. Consider, discuss and possibly act upon the approval of the following financial statements:

September 2021 Financial Statements: Discussion was delayed in order to discuss Item C.

- C. Consider for approval certain payments:** Aaron DeStefano addressed the proposed payment (check #3060) payable to the Farmersville Heritage Museum in the amount of \$17,862.09. Mr. DeStefano questioned if the items paid with the check fall under what was approved 2020-2021 budget of \$10,000.00 and stated that it appeared to over budget. Donna Williams indicated that she would get clarification from Jeff Moore, FCDC attorney on this question.
- Donna Williams asked about the final check for the Main Street Manager expense listed on the check register (no copy of check or backup). Ms. Williams indicated that it appeared that we had previously paid this item. Ben White stated that he would get an answer and asked how he should inform the Board. It was decided that Mr. White would send an email with the answer.
- Ms. Jackson asked if the Board was tabling Item B regarding the financial statements. Ms. Williams stated that it all works together. Tonya Mercer said the issue is that if the Board approves financial statements before discussion of payments, the Board is approving the check payments before reviewing them by approving the financial statements. Therefore, the check approvals should be addressed on the agenda before the financial statements.

The Board went back to Item B: Aaron DeStefano made a motion to table the September 2021 financial statements to be discussed at the next meeting; Tonya Mercer seconded the motion.

The Board then returned to Item C:

Aaron DeStefano made the motion to approve payment of check #3057; Melody Hudson seconded the motion. The motion carried unanimously.

Aaron DeStefano made the motion to approve payment of check numbers, 3063, 3062, and 3061; John Garcia seconded the motion. The motion carried unanimously.

Aaron DeStefano made the motion to approve payment of check numbers 3065, 3067, 3066, 3064; Melody Hudson seconded the motion. The motion carried unanimously.

(Video stopped at 6:54pm and resumed as P & Z meeting at 6:55).

Aaron DeStefano made the motion to approve payment of check #3058; Melody Hudson seconded the motion. The motion carried unanimously.

Check numbers 3051, 3053, 3054, 3055, 3059, 3060 will be considered next meeting.

- D. Discuss the 2021-2022 Budget:** Donna Williams stated that she had presented the proposed FCDC budget to the City Council on September 14, 2021. All budget items were approved except the two items. City Council denied budget items regarding the Main Street Program and repairs to the bridge in City Park. Ms. Williams read the portion of minutes of the September 14th City Council meeting pertaining to the discussion of the FCDC budget. Donna Williams considers the budget finalized. Aaron DeStefano thinks this is an opportunity to collaborate with the City and City Council and that there appears to be some misunderstanding of the timelines provided by Mr. White. Mr. DeStefano said he had spoken with Mr. White, who indicated that the City was ready to move forward with installing the ADA swings and asked that the item be placed on the next agenda.

Tonya Mercer stated that Mr. White had previously discussed engaging an architect to provide an overall park plan, but that it would be in the next fiscal year. Aaron DeStefano said he had spoken with Bryon, who indicated that he had spoken with the engineer, who said it could be done in a couple of weeks once the funding was there.

A motion was made by Aaron DeStefano to table items E, F and G for a future meeting; the motion was seconded by Tonya Mercer. The motion carried unanimously.

Ms. Mercer requested that Mr. White, a representative of the Parks Board, and a representative of the Main Street Board be present at the next meeting.

IV. ITEMS TO BE PLACED ON FUTURE AGENDAS


1. Park Bridge Project
2. Main Street Program
3. ADA Swings Project


V. ADJOURNMENT

The meeting was adjourned at 7:10pm.

Attest:

Approved by:


Paula Jackson
Assistant to City Manager


Donna Williams, President
Farmersville Community Development

(March 14, 2022 minutes of the FCDC meeting)

I. PRELIMINARY MATTERS

President Donna Williams called the meeting to order at 6:00pm. FCDC members Donna Williams, Aaron DeStefano, Linda Foy, Tonya Mercer, Christopher Good and Steve Caspari were present. Absent was Board member Richard Holbrook. Staff Liaison Paula Jackson, City Financial Director Daphne Hamlin, City Manager Ben White, City Attorney Alan Lathrom and City Council Liaison Mike Henry were also present. President Williams welcomed visitors.

II. PUBLIC COMMENT

There was no public comment.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon approval of the January 10, 2022 minutes of the meeting.

A motion was made by Caspari and seconded by Mercer. The motion carried unanimously.

B. Consider, discuss and act upon payment of outstanding accounts payable and possible change in procedures.

Caspari indicated that he and Finance Director Hamlin are working to streamline the accounts payable process. A question was raised about an invoice from ASCAP, which according to Attorney Lathrom is a license agreement to cover performances at City events. Also questioned was the subscription renewal to the Farmersville Times, which was provided previously to the Main Street Manager. Caspari made a motion to pay invoices from Texas Bulletins and The Reiss Group and City of Farmersville (for reimbursement of legal fees). The motion was seconded by Mercer. The motion carried unanimously.

C. Consider, discuss and act upon a budget amendment to FCDC Fiscal Year 2020-2021 to allow marketing/billboard expenditures.

(At 6:14pm, the Board moved to Item D of the agenda)

(At 6:34pm, the Board returned to Item C)

A motion was made by Caspari to approve a budget amendment to Fiscal Year 2020-2021 in the amount \$3,050.00. The motion was seconded by Good. The motion carried unanimously.

D. Consider, discuss and act upon the approval of the following financial statements: September 2021, October 2021, November 2021, December 2021, January 2022 and February 2022.

Caspari stated that all financials seem to be ready for approval except for September 2021, which requires approval of the budget amendment referred to in Item C. A motion to approve financial statements for October 2021, November 2021, December 2021, January 2022 and February 2022 was made by Mercer and seconded by Good. The motion carried unanimously.

(At 6:19pm the Board moved to Item E)

(At 6:35pm the Board returned to Item D)

The motion to approved the Financial statements for September 2021 was made by Caspari and seconded by Foy. The motion carried unanimously.

E. Consider, discuss and act upon TexPool signatures.

A motion to have Board Secretary/Treasurer Caspari, President Williams, City Liaison Jackson and City Financial Director Daphne Hamlin sign the Resolution Amending Authorized Representatives for TexPool was made by Foy and seconded by Good. The motion carried unanimously.

F. Consider, discuss and act upon the status of the proposed Welford School Project.

A motion to table this item was made by Good and seconded by Foy. The motion carried unanimously.

G. Consider, discuss and act upon finalization of certain Performance Agreements.

Caspari reviewed the agreements with Board Attorney Jeff Moore. The next step in the process is to get the agreements, which must by approved by the Board, fully executed. City Attorney Lathrom suggested that the Board wait until the executed documents are received by the Board before any further action is taken.

(At 6:30pm the Board returned to Item C of the agenda)

(At 6:35pm the Board returned to Item D of the agenda)

(At 6:36pm the Board moved to Item H of the agenda)

H. Consider, discuss and act upon funding for restoration of the City Park bridge and walls and possible budget amendment.

Council Liaison Henry indicated that discussions were held among various individuals including himself, City Manager Ben White, the contractor, the City engineer and two Board members to determine how to proceed in getting the

bridge repaired. The consensus was that upon Board approval the City Engineer would design the project in compliance with City standards, and the FCDC would provide funding for the project. Mr. Henry suggested that a special meeting be called to fast track this project with the goal of having the bridge repaired by Audie Murphy Day in June 2022. Preliminary plans for the project were presented to the Board. A motion was made by Foy to move forward with retaining a bid from the contractor, setting a special meeting to amend the budget and appoint Caspari as the Board liaison for the project. The motion was seconded by Good. The motion carried unanimously.

I. Consider, discuss and act upon contracts for billboards (The Reiss Group and Texas Bulletins).

The contract from Texas Bulletins has not been received. A motion to approve the contract for the Reiss Group was made by Good and seconded by Caspari. The motion carried unanimously.

J. Consider and discuss posting FCDC minutes to the City of Farmersville website. Williams asked city staff if all minutes of meetings had been posted to the website. Ms. Jackson indicated that they were not but that City Secretary Monk was working to see that all previous minutes be posted.

IV. EXECUTIVE SESSION

A. Discussion of Matters Permitted by Texas Government Code Section 551.072, DELIBERATION REGARDING REAL PROPERTY:

1. Deliberation regarding the purchase, exchange, lease or value of real property.

This item was tabled until the next meeting

V. RECONVENE FROM EXECUTIVE SESSION AND CONSIDER, DISCUSS AND ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTION 551.072 OF THE TEXAS GOVERNMENT CODE

VI. ITEMS TO BE PLACED ON FUTURE AGENDAS

Possible budget amendment to cover administrative and miscellaneous costs

Welford School Project

The ASCAP license agreement

Contract for Texas Bulletins

Finalization of Performance Agreements

VII. ADJOURNMENT

The meeting was adjourned at 6:55pm.

Paul Jackson

Monna Williams

(March 21, 2022 minutes of the FCDC meeting)

I. PRELIMINARY MATTERS

The meeting was called to order by President Williams at 6:09pm. Donna Williams, Aaron DeStefano, Steve Caspari and Christopher Good were present. Absent were Board members Linda Foy, Tonya Mercer and Richard Holbrook. Also present were City Liaison Paul Jackson, Council Liaison Mike Henry, and City Manager Ben White. Williams welcomed visitors.

II. PUBLIC COMMENT

There was no public comment.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

Consider, discuss and possible action regarding the use and condition of City Park including, but not limited to, repairs necessary to be performed on the bridge crossing the ephemeral stream and repairs to the banks and/or any cladding of said stream, together with the projected costs for the design of any required plans and specifications plus the performance of any repairs or improvements to the bridge and stream banks as well as any related project management and/or inspection costs and the approval of a budget amendment to cover all of said projected costs and expenses.

Caspari presented the bid for this project provided by the contractor, Guillermo Alvarez. The bid covers restoration of the bridge and walls beneath the bridge. There was a question regarding competitive bids by Good. He was informed that there were several reasons that the Board did not seek other bids. The City Council rejected the original Board proposal regarding the project in September 2021. The City has since requested that we reconsider funding this project and want it done by June 2022, which does not allow time for the bidding process. The Board is not required to get more than one bid. In addition, the City has used the contractor for various projects and is familiar with his expertise and work product. Mr. Alvarez has also been involved in many of the downtown building restorations and has an excellent reputation. Good wanted to go on record as disagreeing with not getting additional bids. A subcontractor development contract will be required between the Board and the contractor. Mr. Henry requested that the Board consult Jeff Moore, attorney for the FCDC, regarding the 60 day requirement for allocation of funds. Caspari recommended \$70,000 for the budget amendment. DeStefano suggested adding 20% for contingencies. A motion was made by Good to approve a budget amendment in

the amount of \$70,000 for the project. The motion was seconded by Caspari. Caspari and Good voted in favor of the motion. DeStefano voted against the motion. The motion carried 2 votes to 1 vote.

IV. ADJOURNMENT

The meeting was adjourned at 6:30pm.

A handwritten signature in black ink, appearing to read "Paul Caspari". The signature is stylized with a large loop at the end.A handwritten signature in black ink, appearing to read "Donna Williams". The signature is written in a cursive style.



Farmersville Corporation Development 4B

March 2022

Financial Report

Daphne Hamlin

d.hamlin@farmersvilletx.com

Farmersville Community Development Corp 4B
March 2022

Statement Balance 3-1-2022

\$427,144.78

Deposits:	\$-
Sales Tax:	\$29,815.64
Cleared Checks 3080-3082	\$(2,672.50)
Now Checking Int. .05%	\$100.88
Wire Fee	\$(10.00)
Balance 3-31-2022	\$454,378.80

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Balance 4-11-2022	\$454,378.80

FY2022															
	Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Revenue:															
Sales Tax Collections	\$300,000	\$25,431	\$33,747	\$30,194	\$32,479	\$34,279	\$29,815							\$ 185,945	61.98%
Interest Income	\$ 150	\$ 13	\$ 79	\$ 92	\$ 100	\$ 95	\$ 101							\$ 480	
Total Revenue	\$ 300,150	\$ 25,444	\$ 33,826	\$ 30,286	\$ 32,579	\$ 34,374	\$ 29,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$186,425	62.11%
FY2022															
	Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Expenses															
Admn Fee	\$ 500	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10							\$ 60	
Sound System Monthly Subscription (PJ255)		\$	\$ 82	\$ 41										\$ 123	24.60%
Total Main Street Program	\$ 500													\$ -	0.00%
Parks and Recreation															
City Park planning and Bridge Repair	\$ 70,000													\$ -	0.00%
Chaparral Trail Upgrade Project MM1.1 to MM1.2 (PJ246)	\$ 150,000													\$ -	0.00%
Chaparral Trail Upgrade Project MM1.1.2 to MM1.3.2 (PJ237)	\$ 50,000													\$ -	0.00%
Total Parks and Recreation	\$ 270,000													\$ -	0.00%
Museum														\$ -	
Bain Honaker Painting	\$ 10,000													\$ -	
Total Museum	\$ 10,000													\$ -	
Civic Organizations															
COC Events, promotions, and Publications (PJ237)	\$ 3,600													\$ -	0.00%
COC Tourism, Infrastructure and Job Retention (PJ239)	\$ 21,400													\$ -	0.00%
NETT Grant (PJ251)	\$ 5,000													\$ -	0.00%
Rotary Club	\$ 550													\$ -	0.00%
Total Civic Organizations	\$ 30,550													\$ -	0.00%
Special Events															
Sparks of Freedom (PJ238)	\$ 8,000													\$ -	0.00%
Music in the Park 2022 (PJ265)	\$ 3,500													\$ -	0.00%
Cops & Rodders/National Night Out (PJ241/281)	\$ 5,530													\$ -	0.00%
Chaparral Trail Open Day Even (PJ266)	\$ 500													\$ -	0.00%
Total Special Events	\$ 17,530													\$ -	0.00%
FCDC Projects															
Billboard Promotion (PJ252)														\$ -	
The Reiss Group	\$ 5,400	\$	\$ 450	\$ 450			\$ 1,350							\$ 2,250	41.67%
Texas Bulletin	\$ 3,000	\$	\$ -	\$ 500			\$ 500							\$ 1,000	33.33%
Total FCDC Projects	\$ 8,400													\$ -	0.00%
Maintenance/Professional Services/Marketing															
Reimburse City for Accounting Services	\$ 2,500													\$ -	0.00%
Legal Services	\$ 7,500													\$ -	0.00%
Meys Building Taxes	\$ 2,000						\$ 823							\$ -	0.00%
Total Maintenance/Professional Svc/Main.	\$ 12,000													\$ -	0.00%
Total Expenses	\$ 348,380	\$ 10	\$ 542	\$ 1,001	\$ 10	\$ 10	\$ 2,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,433	0.98%
Excess Revenue Over Expenses	(48,830)	25,434	33,284	29,285	32,569	34,364	27,234	-	-	-	-	-	-	182,992	
TEXPOOL Balance															
Interest Income-TEXPOOL		\$ 546,880.10	\$ 546,896.52	\$ 546,913.61	\$ 546,931.03	\$ 546,948.48	\$ 546,974.97							\$ 546,974.97	
Total Available Texpool Funds		\$ 16.42	\$ 17.09	\$ 17.42	\$ 17.45	\$ 26.49	\$ 71.36							\$ -	
		\$ 546,896.52	\$ 546,913.61	\$ 546,931.03	\$ 546,948.48	\$ 546,974.97	\$ 547,046.33							\$ -	

FY2021/2022															
Particulars	Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Revenue:															
Sales Tax Collections	\$300,000	\$25,431	\$33,747	\$30,194	\$32,479	\$31,279	\$29,815							\$ 182,945	60.98%
Interest Income	150		79	92	100	95	101							\$ 467	311.33%
Total Revenue	\$300,150	\$25,431	\$33,826	\$30,286	\$32,579	\$31,374	\$29,916	\$-	\$-	\$0	\$-	\$-	\$0.00	\$ 183,412	
Expenses															
Admin Fee	\$	10	10	10	10	10	10							\$	
Sound System Monthly Subscription (PJ255)	\$ 500		82	41										\$ 60	
Total Main Street Program	\$ 500													\$ 123	24.60%
Parks and Recreation															
City Park planning and Bridge Repair (PJ246)	\$ 70,000													\$	
Chaparral Trail Upgrade Project MM1.1 to MM11.2	\$ 150,000													\$	
Chaparral Trail Upgrade Project MM11.2 to MM13.2 (PJ237)	\$ 50,000													\$	
Total Parks and Recreation	\$ 270,000													\$	
Museum															
Bain Honaker Painting	\$ 10,000													\$	
Total Museum	\$ 10,000													\$	
Civic Organizations															
COC Events, promotions, and Publications (PJ237)	\$ 3,600													\$	
COC Tourism, Infrastructure and Job Retention (PJ259)	\$ 21,400													\$	
NETT Grant (PJ251)	\$ 5,000													\$	
Rotary Club	\$ 550													\$	
Total Civic Organizations	\$ 30,550													\$	
Special Events															
Sparks of Freedom (PJ238)	\$ 8,000													\$	
Music in the Park 2022 (PJ265)	\$ 3,500													\$	
Cops & Rodders/National Night Out (PJ241/281)	\$ 6,530													\$	
Chaparral Trail Open Day Even (PJ266)	\$ 580													\$	
Total Special Events	\$ 17,530													\$	
FCDC Projects															
Billboard Promotion (PJ252)															
The Reiss Group	\$ 5,400		\$450.00	\$450.00			1350							\$ 2,250	41.67%
Texas Bulletins	\$ 3,000			\$500.00			500							\$ 1,000	33.33%
Total FCDC Projects	\$ 8,400													\$	
Maintenance/Professional Services/Marketing															
Reimburse City for Accounting Services	\$ 2,500													\$	
Legal Services	\$ 7,500													\$ 822	
Moys Building Taxes	\$ 2,000													\$	
Total Maintenance/Professional Svc./Main.	\$ 12,000													\$	
Total Expenses	\$ 348,980	\$ 10	\$ 542	\$ 1,001	\$ 10	\$ 10	\$ 2,682	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,255	1.22%
Excess Revenue Over Expenses	(48,830)	25,421	33,284	29,285	32,569	31,364	27,234								

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 26, 2022
Attachment(s)	1. Possible Council Liaison Report 2 Finance Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Farmersville Economic Development 4A

March 2022

Financial Report

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Economic Development Corp 4A

March 2022

Statement Balance 3-01-2022

\$323,238.08

Deposits:

Sales Tax:

\$29,815.64

Cking Int .27%

\$76.27

Cleared Checks (1340-1343)

\$(7,262.50)

Ending Balance:

\$345,867.49

Outstanding Transactions

Sales Tax

Transfer to Texpool

CD Interest

Oustanding checks

Balance 4-11-2022

\$345,867.49

FY 2021	Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance														
Deposits		\$159,643.84	\$187,742.02	\$221,600.51	\$253,716.99	\$288,888.24	\$318,738.08							
Sales Tax Collections	\$304,800.00	\$25,431.45	\$33,746.85	\$30,193.53	\$32,479.37	\$34,279.41	\$29,815.65							\$185,946.26
Interest Income (eking (7909))	\$5,200.00	\$44.59	\$47.91	\$50.91	\$69.84	\$70.43	\$76.27							\$369.95
Loan Repayment	\$7,866.00	\$2,622.04	\$2,622.04	\$2,622.04										\$10,488.16
Transfer to now account					\$2,622.04									
Transfer to Texpool														
Prior year expenses														
New Account Interest (8452)		\$975.16	\$2,357.06	\$1,760.00										
Taxpool Interest		\$2.12	\$472.09	\$487.95	\$468.08	\$440.95	\$437.90							
Total Revenue		\$187,742.02	\$221,600.51	\$253,716.99	\$288,888.24	\$318,738.08	\$348,630.00							\$3,302.13
Expenses:														\$22.11
Administration Expenses														\$200,128.61
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00													\$-
Dues/School/Travel	\$5,200.00		\$201.25											\$201.25
EDC Position	\$40,000.00													\$-
TEX 21	\$2,500.00													\$-
Office Supplies	\$200.00													\$-
Legal Service	\$2,500.00													\$-
Total Administration	\$52,400.00													\$2,500.00
Marketing/promotion Expenses														\$262.50
Marketing/Promotion	\$8,000.00													\$-
Expenses/Advertising	\$7,500.00													\$-
Website update	\$500.00													\$-
Rotary Sponsorship	\$1,000.00													\$-
Chamber Sponsorship	\$500.00													\$-
Small Business	\$500.00													\$-
Entrepreneurship Conf	\$3,500.00													\$1,000.00
Collin College Sponsorship	\$3,500.00													\$-
Total Expenditures	\$73,400.00	\$-	\$201.25	\$-	\$-	\$3,500.00	\$2,762.50							\$-
Directive Business Incentives														\$3,500.00
Educ Action Plan	\$30,000.00													\$7,463.75
Collin College Road	\$244,000.00													\$-
Facade Grant Program	\$40,000.00													\$-
Total Development Cost	\$314,000.00													\$-
Total Expenditures	\$387,400.00	\$-	\$201.25	\$-	\$-	\$4,500.00	\$2,762.50							\$7,463.75
Revenue vs Expenditures														\$-
From Reserves	\$69,534.00 !													\$-
Total Expenditures		\$-	\$201.25		\$-	\$4,500.00	\$2,762.50							\$-
Ending Bank Balance		\$187,742.02	\$221,600.51	\$253,716.99	\$288,888.24	\$318,738.08	\$348,630.00							\$7,463.75
Now Account		\$1,914,598.89	\$1,915,070.98	\$1,915,558.93	\$1,916,047.01	\$1,916,487.96	\$1,916,925.88							
Texpool Balance		\$7												

4-12-2022 8:59 AM
FUND : 255-EDC 4A
DEPT : N/A

D E T A I L L I S T I N G

PAGE: 1

PERIOD TO USE: Oct-2021 THRU Sep-2022

ACCOUNTS: .00.1111.000 THRU .00.1111.000

NOTE =====AMOUNT=====BALANCE=====

POST DATE TRAN # REFERENCE

PACKET=====DESCRIPTION=====

INV/VE #

VEND

.00.1111.000 CASH ACCOUNT

B E G I N N I N G B A L A N C E

10/28/21	10/28	A22965	CHK: 001339	07092 C & S MEDIA, INC								156,526.88
10/28/21	10/28	B29204	Deposit 102021	06796 SALES TAX DEPOSIT 102021							201.25CR	156,325.63
10/28/21	10/28	B29206	Bnk Dft 102021	06798 EDC LOAN PAYMENT 10-2021	JE# 008038					25,431.45		181,757.08
10/30/21	12/29	B29871	Interescl02021	06939 EDC NOW 7909 10-2021	JE# 008040					2,622.04		184,379.12
				OCTOBER ACTIVITY DB: 28,098.08	JE# 008183					44.59		184,423.71
					CR:				201.25CR	27,896.83		
11/30/21	12/29	B29831	Deposit 112021	06899 SALES TAX 11-2021	JE# 008143					33,746.85		218,170.56
11/30/21	12/29	B29842	Bnk Dft 112021	06910 EDC LOAN REPAYMENT 112021	JE# 008154					2,622.04		220,792.60
11/30/21	12/29	B29870	Interest112021	06938 EDC NOW ACCT 7909	JE# 008182					47.91		220,840.51
				NOVEMBER ACTIVITY DB: 36,416.80	CR:				0.00	36,416.80		
12/31/21	1/13	B30039	Deposit 122021	06962 SALES TAX 122021	JE# 008206					30,193.53		251,034.04
12/31/21	1/13	B30039	Deposit 122021	06962 INTEREST CHECKING 7909	JE# 008206					60.91		251,094.95
12/31/21	1/13	B30039	Deposit 122021	06962 LOAN REPAYMENT	JE# 008206					2,622.40		253,717.35
12/31/21	1/13	B30040	Deposit 000000	06963 CORRECT LOAN PAYMENT	JE# 008207					0.36CR		253,716.99
				DECEMBER ACTIVITY DB: 32,876.84	CR:				0.36CR	32,876.48		
1/30/22	3/11	B30799	Deposit 012022	07099 EDC CHKING INT 7909 01-2022	JE# 008348					69.84		253,786.83
1/31/22	3/02	B30611	Deposit 012022	07075 EDC SALES TAX 01-2022	JE# 008320					32,479.37		286,266.20
1/31/22	3/02	B30612	Deposit 012022	07076 EDCLOAN 01-2022	JE# 008321					2,622.04		288,888.24
				JANUARY ACTIVITY DB: 35,171.25	CR:				0.00	35,171.25		
2/17/22	2/17	A23753	CHK: 001340	07241 FARMERSVILLE CHAMBER COM 239								
2/17/22	2/17	A23754	CHK: 001341	07241 COLLIN COLLEGE FOUNDATIO 4404								
2/28/22	3/11	B30797	Deposit 022022	07097 EDC CKING 7909 02-2022	JE# 008346					1,000.00CR		287,888.24
2/28/22	3/11	B30800	Deposit 022022	07100 EDC SALES TAX 02282022	JE# 008349					70.43		284,388.24
				FEBRUARY ACTIVITY DB: 34,349.84	CR:				4,500.00CR	34,279.41		284,458.67
										29,849.84		318,738.08
3/17/22	3/17	A24011	CHK: 001342	07285 CITY OF FARMERSVILLE 159								
3/17/22	3/17	A24012	CHK: 001343	07285 TEX 21 7854								
3/21/22	3/21	B30922	Deposit 032022	07151 SALES TAX MARCH 2022	JE# 008400					262.50CR		318,475.58
3/31/22	4/12	B31193	Deposit 000000	07195 EDC NOW ACCT 7909 032022	JE# 008444					29,815.65		315,975.58
				MARCH ACTIVITY DB: 29,891.92	CR:				2,762.50CR	76.27		345,791.23
										27,129.42		345,867.50
				ACCOUNT TOTAL DB: 196,804.73	CR:					7,464.11CR		

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	1. Possible Council Liaison Report 2. Finance Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**Farmersville Main Street
March 2022
Financial Report**

Daphne Hamlin
d.hamlin@farmersvilletx.com



Farmersville Main Street
Operating Account
Financial Statement
3-01-2022 thru 3-31-2022

Beginning Balance: March 1, 2022 **\$16,250.00**

Plus:

\$16,250.00

Less:

\$16,250.00

Designations

Restricted Audie Murphy Day Monies	\$ 6,864.15
Restricted Sign & Paint Grant Monies	\$ 450.00
	<hr/>
	\$ 7,314.15

Unrestricted Funds **\$8,935.85**

Ending Balance: March 31, 2022 **\$ 16,250.00**

Check Register:

Jason Acevedo Check #4182	(\$99.22)
City of Farmersville Check #4183	(\$460.00)
City of Farmersville Check #4184	(\$417.15)

Ending Balance: **\$ 15,273.63**

4-12-2022 1:04 PM
FUND : 251-MAIN STREET
DEPT : N/A

DETAIL LISTING

PERIOD TO USE: Oct-2021 THRU Sep-2022
ACCOUNTS: .00.1111.000 THRU .00.1111.000
PAGE: 1
NOTE: =====AMOUNT=====

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
00.1111.000 CASH ACCOUNT									
B E G I N N I N G B A L A N C E									
10/26/21	10/26	C29175	DEPOSIT	17094 DAILY CASH POSTING 10/26/2021				120.00	14,399.00
10/27/21	10/27	C29201	DEPOSIT	17102 DAILY CASH POSTING 10/27/2021				40.00	14,519.00
10/28/21	1/22	B30166	Deposit 102021	07011 AT&T DONATION		JE# 008254		1,000.00	14,559.00
=====									
OCTOBER ACTIVITY DB: 1,160.00 CR:									
11/01/21	11/01	C29230	DEPOSIT	17117 DAILY CASH POSTING 11/01/2021				40.00	15,599.00
11/01/21	11/01	C29247	DEPOSIT	17124 DAILY CASH POSTING 11/01/2021				40.00	15,639.00
11/15/21	11/15	C29322	DEPOSIT	17204 DAILY CASH POSTING 11/15/2021				20.00	15,659.00
11/16/21	11/16	C29329	DEPOSIT	17212 DAILY CASH POSTING 11/16/2021				50.00	15,709.00
11/30/21	1/22	B30168	Check 004182	07013 JASON ACEVEDO		JE# 008256		99.22CR	15,609.78
11/30/21	1/22	B30168	Check 004183	07013 CITY OF FARMERSVILLE		JE# 008256		460.00CR	15,149.78
11/30/21	1/22	B30168	Check 004184	07013 CITY OF FARMERSVILLE		JE# 008256		417.15CR	14,732.63
=====									
NOVEMBER ACTIVITY DB: 150.00 CR: 976.37CR									
12/13/21	12/13	C29700	DEPOSIT	17347 DAILY CASH POSTING 12/13/2021				219.00	14,951.63
12/27/21	12/27	C29810	DEPOSIT	17398 DAILY CASH POSTING 12/27/2021				133.00	15,084.63
12/30/21	1/22	B30169	Deposit 120821	07014 SANTA WORKSHOP		JE# 008257		189.00	15,273.63
=====									
DECEMBER ACTIVITY DB: 541.00 CR: 0.00									
=====									
ACCOUNT TOTAL DB: 1,851.00 CR: 976.37CR									
=====									

000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **
BEGINNING BALANCES: 14,399.00
REPORTED ACTIVITY: 1,851.00
ENDING BALANCES: 16,250.00
TOTAL FUND ENDING BALANCE: 15,273.63

--- DEBITS ---
14,399.00
1,851.00
16,250.00
15,273.63

--- CREDITS ---
0.00
976.37CR
976.37CR

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

VI. PUBLIC HEARING

Agenda Section	Public Hearing
Section Number	VI. A
Subject	8.153 acres annexation
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Farmersville
DISCOVER A TEXAS TREASURE

DEVELOPMENT APPLICATION

- ☐ Preliminary Plat
- ☐ Amended Plat
- ☐ Concept Plan
- ☒ Annexation

- ☐ Final Plat
- ☐ Minor Plat
- ☐ Specific Use Permit

- ☐ Replat
- ☐ Development Plat
- ☐ Site Plan
- ☐ Rezoning

Fees:

A retainer fee of \$1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the \$1,000.00 is not used and will be billed if the amount exceeds the initial \$1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)

The application fee of \$ _____, to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name ABS A0448 William Hemphill Survey, Sheet 3, Tract 20
2. Total Acreage 8.153
3. Current Zoning Classification(s) ETT
4. Proposed Zoning Classification(s) Industrial
5. Total Number of Lots, by Type 1
6. Proposed Use of Property Light Industrial
7. Location of Property _____
8. Geographic (Tax) ID Number R- 6448-003 0200-1 R- _____

B. Applicants: (List those persons you wish to be contacted about this request.) **PLEASE PRINT**

- | | |
|--|-----------------------------------|
| 1. Owner <u>Thomas Dodge Company</u> | 2. Applicant/Representative _____ |
| Address <u>Po Box 661796</u> | Address _____ |
| City, State, Zip <u>Dallas TX 75360</u> | City, State, Zip _____ |
| Phone <u>214-566-4196</u> | Phone _____ |
| Email <u>tdodge@thomasdodgecompany.com</u> | Email _____ |

C. Variance Request: ☐ Yes ☒ No If yes, describe: _____

"I hereby certify that I am the owner, or duly authorized agent of the owner for the purposes of this application, of the property herein described, that all information submitted herein is true and correct."

Applicant/Owner: _____

Date: 3/16/22

Pres Thomas Dodge Company

REQUEST FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF FARMERSVILLE, TEXAS:

I, Thomas Dodge, in my capacity as President of the Thomas Dodge Company and represent the owner 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 that 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:

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 and being the same tract of land Conveyed to The Thomas Dodge Company by a deed filed for record at Collin County Clerk's Document No. 2012-0175150 in the Deed Records of Collin County, Texas and said tract of land being more particularly described by metes and bounds as follows:

"BEGINNING at a 5/8 iron rod with cap stamped "Jones Carter" set for the southwest corner of said 8.153 acre tract and the north right-of-way line of U. S. Highway No. 380, and the center of County Road No. 653;

THENCE North 01 Degrees 02 Minutes 25 Seconds East, along the center of County Road No. 653, a distance of 862.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing the center of County Road No. 653, over and across said 8.153 acre tract and the, the following courses:

South 84 Degrees 10 Minutes 05 Seconds East, a distance of 26.41 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a non-tangent curve to the left;

Southeasterly, along said non-tangent curve to the left having a central angle of 30 Degrees 52 Minutes 30 Seconds, a radius of 806.78 feet, an arc distance of 434.75 feet and a chord bearing and distance South 34 Degrees 26 Minutes 43 Seconds East, 429.51 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 49 Degrees 52 Minutes 58 Seconds East, a distance of 405.94 feet to 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 12 Degrees 03 Minutes 23 Seconds, a radius of 806.78 feet, an arc distance of 169.77 feet and a chord bearing and distance of South 55 Degrees 54 Minutes 39 Seconds East, 169.45 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 04 Degrees 53 Minutes 51 Seconds East, a distance of 181.30 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the north line of said U. S. Highway No. 380;

Thomas Dodge Company
PO Box 601796 Dallas, TX 75360

THENCE along the south line of said 103.534 acre tract and the north line of said U. S. Highway No. 380, the following courses:

South 80 Degrees 41 Minutes 54 Seconds West, a distance of 29.98 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 29 Minutes 25 Seconds West, a distance of 672.01 feet to a TxDOT aluminum disc found for corner;

North 44 Degrees 19 Minutes 25 Seconds West, a distance of 42.30 feet to a TxDOT aluminum disc found for corner;

North 89 Degrees 29 Minutes 25 Seconds West, a distance of 20.00 feet to the POINT OF BEGINNING and containing 355,138 square feet or 8.153 acres of land more or less."

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 and every person having an interest in said land.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Thomas Dodge Company
PO Box 601796 Dallas, TX 75360

NOTICE OF PUBLIC HEARING

The Farmersville City Council will hold a public hearing in the City of Farmersville Council Chambers at City Hall, 205 S. Main St., at 6:00 p.m. on Tuesday, April 26, 2022, to hear public comments regarding a petition for annexation requested by the owner of approximately 8.153 acres of land, more or less, situated within the William Hemphill Survey, Abstract No. A 0448, Sheet 3 Tract 20, Collin County, Texas.

All interested citizens are hereby notified of their right to appear and be heard on the matter. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

Agenda Section	Regular Agenda
Section Number	VII. A
Subject	Minor Plat 5.395 acres (Hightower Addition)
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



April 22, 2022

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

RE: Hightower Addition
Dated March 2022

Mr. White:

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The following items will need to be addressed prior to approval:

- Only 25' ROW dedication is required per the thoroughfare plan. Currently showing 30'.
- Plat will need to be designated as a 'Minor Plat' and title will need to be updated to reflect this
- Property will be served by OSSF. Will need to submit to Collin County for review and approval. Appropriate language provided by Collin County will need to be added to the Plat.

It is recommended that the Hightower Addition be approved pending completion of the above-mentioned items. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Jacob Dupuis'.

Jacob Dupuis, PE
Discipline Lead



DEVELOPMENT APPLICATION

- | | | |
|---|--|---|
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Replat |
| <input type="checkbox"/> Amended Plat | <input checked="" type="checkbox"/> Minor Plat | <input type="checkbox"/> Development Plat |
| <input type="checkbox"/> Concept Plan | <input type="checkbox"/> Specific Use Permit | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Annexation | | <input type="checkbox"/> Rezoning |

Fees:

A retainer fee of \$1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the \$1,000.00 is not used and will be billed if the amount exceeds the initial \$1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)
The application fee of \$ _____, to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name Hightower Addition No. 2
2. Total Acreage 5.395 acres
3. Current Zoning Classification(s) NA in ETJ outside City Limits
4. Proposed Zoning Classification(s) NA in ETJ outside City Limits
5. Total Number of Lots, by Type 4 - Residential Lots
6. Proposed Use of Property Residential
7. Location of Property 906 & 912 Walnut St., Farmersville, TX 75442
8. Geographic (Tax) ID Number R- 6471 002 04601 R- 6471 002 04501

B. Applicants: (List those persons you wish to be contacted about this request.)
PLEASE PRINT

- | | |
|---|---|
| 1. Owner <u>Gary Hightower</u> | 2. Applicant/Representative <u>Randal Shinn</u> |
| Address <u>1018 S. Main</u> | Address <u>223 McKinney St. Ste B</u> |
| City, State, Zip <u>Farmersville TX 75442</u> | City, State, Zip <u>Farmersville TX 75442</u> |
| Phone _____ | Phone _____ |
| Email _____ | Email _____ |

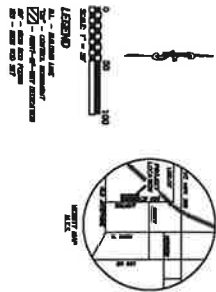
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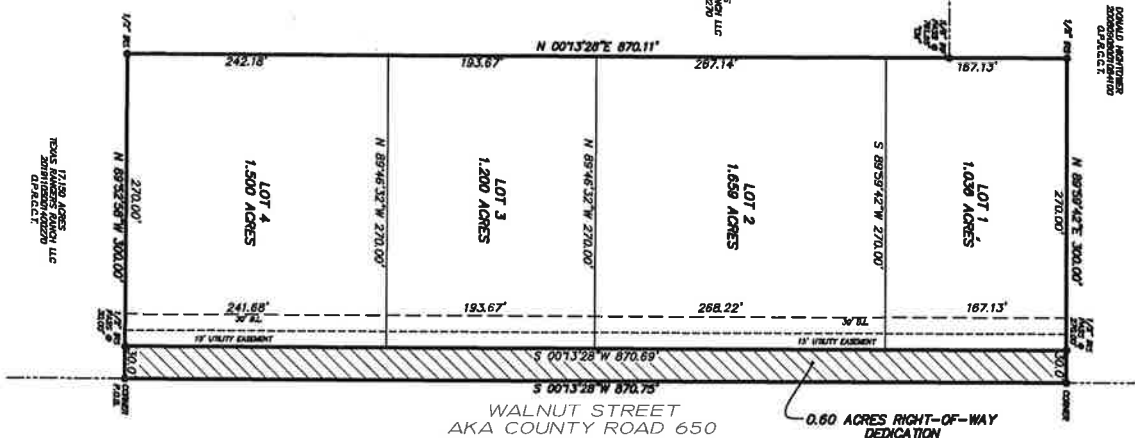
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- NOTES:
1. Purpose of this plat is to create 4 plateted lots.
 2. Subdivision is located in Farmersville, TX.
 3. Utilities to be provided by:
Water - City of Farmersville, COW 13009
Electric - Farmersville Electric
Sewer - On-Site Sewage Facilities
Gas - Atmos
 4. Verify exact location of underground utilities prior to construction.
 5. According to FEMA Flood Insurance Rate Map, Community Panel No. 48035C0340, the entire subdivision is in Flood Zone X. None of this property does appear to be within a 100-year flood plain or shadow.
 6. BEGINNING SOURCE: GOS TEXAS NORTH CENTRAL ZONE, MAO 83
 7. Current Zoning: M/A
 8. Selling a portion of this addition by means and bounds is a violation of City ordinance and State law and is subject to fines and withholding of utilities and building permits.
 9. All lot lines are marked "FITE 5837", unless otherwise noted.

17.50 ACRES
TEXAS LANDS, L.P.
2011000000000000
OF ACRES



STATE OF TEXAS
COUNTY OF COLLIN

OWNER'S CERTIFICATE

Whereas, Gary Robert Hightower, Jeffrey Paul Hightower are the owners of a tract of land and Paul Hightower and Barbara Carol Hightower, having a life estate in a portion of a tract of land situated in the D.J. Jarnes Survey, Abstract No. 471, Collin County, Texas, and being more particularly described as follows:

At that certain lot, tract or parcel of land situated in the D.J. Jarnes Survey, Abstract No. 471, Collin County, Texas, and being known as the tract of land described in a deed to Gary Robert Hightower and Barbara Carol Hightower, having a life estate in a portion of a tract of land situated in the D.J. Jarnes Survey, Abstract No. 471, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of County Road 650 (AKA Walnut Street) at the Southeast corner of said Hightower tract (D021010300000040);

THENCE N. 89 deg. 52 min. 28 sec. W. with the South line of said Hightower tract

(D021010300000400), passing a 1/2" iron rod set at a distance of 30.00 feet and continuing for a

total distance of 300.00 feet to a 1/2" iron rod set at corner at the Southwest corner of said tract

THENCE N. 00 deg. 11 min. 28 sec. E. with the West line of said Hightower tract, passing a 5/8" iron

rod found at a distance of 751.65 feet and continuing for a total distance of 870.11 feet to a 1/2"

iron rod set for corner at the Northwest corner of said Hightower tract (D021010300000400);

THENCE N. 89 deg. 52 min. 28 sec. E. with the North line of said Hightower tract

(D021010300000400), passing a 1/2" iron rod set at a distance of 270.00 feet and continuing for a

total distance of 300.00 feet to a 1/2" iron rod set at corner at the Northeast corner of said tract at the Northeast

corner of said Hightower tract (D021010300000400);

THENCE S. 00 deg. 11 min. 28 sec. W. with the centerline of said road a distance of 870.75 feet to

the point of BEGINNING and containing 5.595 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

That Gary Robert Hightower, Jeffrey Paul Hightower, Paul Ray Hightower and Barbara Carol Hightower, do hereby adopt this plat designating the seven above described property as HIGHWAY

ADDITION NO. 1, an addition situated in the E.T.L. of the City of Farmersville, Texas, and do hereby

immediately show thereon. The survey and plat, if any, designated by said plat, and any and all related necessary appointments. The easements and public use rights, as shown, are

hereby dedicated to the public use forever, for the purposes indicated on this plat. No building, fence,

or other structure shall be erected on the land so dedicated, nor shall any other structure be

erected thereon, except that such structures may be erected on the land so dedicated, if

approved by the City of Farmersville. In addition, utility easements may also be

used for the purpose and accommodation of the public utility service to be provided to the

subdivisions to the public utility service to be provided to the public utility service to be

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Kenneth L. Maun
Tax Assessor\Collector
Collin County



P.O. Box 8046

McKinney, TX 75070

Ph: 972-547-5020

Metro: 972-424-1460 ext. 5020

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : R647100204501

AD NUMBER: 1198448

GF NUMBER:

CERTIFICATE NO : 45232043

COLLECTING AGENCY

Collin County

P.O. Box 8046

McKinney TX 75070

DATE : 2/17/2022

FEE : \$10.00

PROPERTY DESCRIPTION

ABS A0471 D J JAYNES SURVEY|SH

EET 2|TRACT 45|3.0 ACRES

0000906 WALNUT ST

3 ACRES

REQUESTED BY

FARMERSVILLE REAL ESTATE CO.

223 MCKINNEY ST. STE B

FARMERSVILLE TX 75442

PROPERTY OWNER

HIGHTOWER GARY ROBERT

1018 S MAIN ST

FARMERSVILLE TX 754423110

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF COLLIN COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

CURRENT VALUES			
LAND MKT VALUE:	\$42,000.00	IMPROVEMENT :	\$71,142.00
AG LAND VALUE:	\$0.00	DEF HOMESTEAD:	\$0.00
APPRAISED VALUE:	\$113,142.00	LIMITED VALUE:	\$0.00
EXEMPTIONS:	General Homestead		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2020	FARMERSVILLE ISD	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.02
2020 SUB TOTAL							\$0.02
2021	COLLIN COLLEGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	Collin County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	FARMERSVILLE ISD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 2/2022 : \$ 0.02

ISSUED TO :

FARMERSVILLE REAL ESTATE CO.

ACCOUNT NUMBER:

R647100204501

CERTIFIED BY :

Elizbeth Bautista

Collin County Property Tax Off

Kenneth L. Maun
Tax Assessor\Collector
Collin County



P.O. Box 8046

McKinney, TX 75070

Ph: 972-547-5020

Metro: 972-424-1460 ext. 5020

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : R647100204601

AD NUMBER: 1198457

GF NUMBER:

CERTIFICATE NO : 45232044

COLLECTING AGENCY

Collin County

P.O. Box 8046

McKinney TX 75070

DATE : 2/17/2022

FEE : \$10.00

PROPERTY DESCRIPTION

ABS A0471 D J JAYNES SURVEY|SH

EET 2|TRACT 46|3.0 ACRES

0000912 WALNUT ST

3 ACRES

REQUESTED BY

FARMERSVILLE REAL ESTATE CO.

223 MCKINNEY ST. STE B

FARMERSVILLE TX 75442

PROPERTY OWNER

HIGHTOWER PAUL RAY & BARBARA CA

GARY ROBERT HIGHTOWER & JEFFREY

912 WALNUT ST

FARMERSVILLE TX 754423018

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF COLLIN COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

CURRENT VALUES							
LAND MKT VALUE:		\$42,000.00	IMPROVEMENT :		\$107,796.00		
AG LAND VALUE:		\$0.00	DEF HOMESTEAD:		\$0.00		
APPRAISED VALUE:		\$149,796.00	LIMITED VALUE:		\$0.00		
EXEMPTIONS:		General Homestead, Over 65					
LAWSUITS:							

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2021	COLLIN COLLEGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	Collin County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	FARMERSVILLE ISD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 2/2022 : **\$ 0.00**

ISSUED TO :

FARMERSVILLE REAL ESTATE CO.

ACCOUNT NUMBER:

R647100204601

CERTIFIED BY :

Elizabeth Bautista

Collin County Property Tax Off

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	FCDC performance agreements: \$5,530.00 Cops and Rodders; \$8,000.00 Sparks of Freedom Event; \$3,500.00 Music in the Park; \$500.00 Chaparral Trail Opening Day; \$70,000.00 City Park Walk Bridge Project
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26, 2022
Attachment(s)	Performance Agreements
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

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 the "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 505.103 of the Texas Local Government Code, provides that the FCDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, City has applied to FCDC for financial assistance necessary for the Police Department Cops and Robbers event to be held in the City of Farmersville, Texas; and

WHEREAS, the FCDC's Board of Directors have determined the financial assistance to be provided to City is consistent with Section 505.103 of the Texas Local Government Code.

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 thereafter until **December 31, 2022**, 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) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of **CAR SHOW AND VENDORS** to be held on **July 16th, 2022**, for the Cops & Robbers event, and those expenditures consistent with Section 505.103 of the Act.
- (h) **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) **Qualified Expenditures.** City covenants and agrees to submit to the FCDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the FCDC prior to any reimbursement. City covenants and agrees to provide to the FCDC said invoices, receipts, or other documentation by **December 31, 2022**.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to FCDC such other promissory notes, instruments, documents and other agreements as FCDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **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) **Financial Assistance for Qualified Expenditures.** FCDC covenants and agrees to submit reimbursement to the City for Qualified Expenditures made by the City pursuant to Section 4(a) of this Agreement in an amount not to exceed the lesser of **Five Thousand Five Hundred Thirty and No/100 Dollars (\$5,530.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the City to FCDC within thirty (30) days of receipt of said documentation.
- (b) **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. CESSATION OF ADVANCES.

If the FCDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the FCDC shall have no obligation to advance or disburse the financial assistance if: (i) City becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

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 FCDC by or on behalf of City 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) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

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. 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.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

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

By: _____
Bryon Wiebold, Mayor
Date Signed: _____

ATTEST:

Tabatha Monk, City Secretary

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 the "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 505.103 of the Texas Local Government Code, provides that the FCDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, City has applied to FCDC for financial assistance necessary for the Sparks of Freedom festival to be held in the City of Farmersville, Texas; and

WHEREAS, the FCDC's Board of Directors have determined the financial assistance to be provided to City is consistent with Section 505.103 of the Texas Local Government Code.

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 thereafter until **December 31, 2022**, 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) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of fireworks show, vendors, bounce houses, and live band to be held on July 4th, 2022, for the Sparks of Freedom event, and those expenditures consistent with Section 505.103 of the Act.
- (h) **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) **Qualified Expenditures.** City covenants and agrees to submit to the FCDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the FCDC prior to any reimbursement. City covenants and agrees to provide to the FCDC said invoices, receipts, or other documentation by **December 31, 2022.**
- (b) **Performance Conditions.** City agrees to make, execute and deliver to FCDC such other promissory notes, instruments, documents and other agreements as FCDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **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) **Financial Assistance for Qualified Expenditures.** FCDC covenants and agrees to submit reimbursement to the City for Qualified Expenditures made by the City pursuant to Section 4(a) of this Agreement in an amount not to exceed the lesser of **Eight Thousand and No/100 Dollars (\$8,000.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the City to FCDC within thirty (30) days of receipt of said documentation.
- (b) **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. CESSATION OF ADVANCES.

If the FCDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the FCDC shall have no obligation to advance or disburse the financial assistance if: (i) City becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

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 FCDC by or on behalf of City 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) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

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. 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.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

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

By: _____
Bryon Wiebold, Mayor
Date Signed: _____

ATTEST:

Tabatha Monk, City Secretary

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 the "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 505.103 of the Texas Local Government Code, provides that the FCDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, City has applied to FCDC for financial assistance necessary for the City's Parks and Recreation Department's Music in the Park, Summer 2022 events to be held in the City of Farmersville, Texas; and

WHEREAS, the FCDC's Board of Directors have determined the financial assistance to be provided to City is consistent with Section 505.103 of the Texas Local Government Code.

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 thereafter until **December 31, 2022**, 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) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of **CONCERTS** to be held on **June 3, 2022, July 1, 2022, and August 5, 2022**, for the Music in the Park Summer Series 2022 events, and those expenditures consistent with Section 505.103 of the Act.
- (h) **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) **Qualified Expenditures.** City covenants and agrees to submit to the FCDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the FCDC prior to any reimbursement. City covenants and agrees to provide to the FCDC said invoices, receipts, or other documentation by **December 31, 2022**.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to FCDC such other promissory notes, instruments, documents and other agreements as FCDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **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) **Financial Assistance for Qualified Expenditures.** FCDC covenants and agrees to submit reimbursement to the City for Qualified Expenditures made by the City pursuant to Section 4(a) of this Agreement in an amount not to exceed the lesser of **Three Thousand Five Hundred and No/100 Dollars (\$3,500.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the City to FCDC within thirty (30) days of receipt of said documentation.
- (b) **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. CESSATION OF ADVANCES.

If the FCDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the FCDC shall have no obligation to advance or disburse the financial assistance if: (i) City becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

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 FCDC by or on behalf of City 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) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

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. 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.

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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

CITY:

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

By: _____
Bryon Wiebold, Mayor
Date Signed: _____

ATTEST:

Tabatha Monk, City Secretary

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 the "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 505.103 of the Texas Local Government Code, provides that the FCDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, City has applied to FCDC for financial assistance necessary for advertising and promotional activity concerning the Chaparral Rails to Trails Opening Day event located and held within the City of Farmersville, Texas; and

WHEREAS, the FCDC's Board of Directors have determined the financial assistance to be provided to City is consistent with Section 505.103 of the Texas Local Government Code.

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 thereafter until **December 31, 2022**, 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) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of advertising and promotional activity concerning the Chaparral Rails to Trails Opening Day 2022 event, and those expenditures consistent with Section 505.103 of the Act.
- (h) **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) **Qualified Expenditures.** City covenants and agrees to submit to the FCDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the FCDC prior to any reimbursement. City covenants and agrees to provide to the FCDC said invoices, receipts, or other documentation by **December 31, 2022.**
- (b) **Performance Conditions.** City agrees to make, execute and deliver to FCDC such other promissory notes, instruments, documents and other agreements as FCDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **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) **Financial Assistance for Qualified Expenditures.** FCDC covenants and agrees to submit reimbursement to the City for Qualified Expenditures made by the City pursuant to Section 4(a) of this Agreement in an amount not to exceed the lesser of **Five Hundred and No/100 Dollars (\$500.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the City to FCDC within thirty (30) days of receipt of said documentation.
- (b) **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. CESSATION OF ADVANCES.

If the FCDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the FCDC shall have no obligation to advance or disburse the financial assistance if: (i) City becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

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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 FCDC by or on behalf of City 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) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

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. MISCELLANEOUS PROVISIONS.

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- (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.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

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

By: _____
Bryon Wiebold, Mayor
Date Signed: _____

ATTEST:

Tabatha Monk, City Secretary

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 of 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

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION CITY PARK WALK BRIDGE PROJECT BRIDGE PHASE

This Construction Agreement (the "Agreement") is made by and between **ALVAREZ CONSTRUCTION**, a Texas sole proprietorship, (the "Contractor") and the **FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Type B development corporation (the "Owner" or "FCDC"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION CITY PARK WALK BRIDGE PROJECT BRIDGE PHASE

in the City of Farmersville, Texas, and all extra work in connection therewith, under the terms as stated in the North Central Texas Council of Governments (NCTCOG) October 2004 Edition of the *Public Works Construction Standards - North Central Texas* as it may be amended from time to time (hereinafter called "NCTCOG Specifications"), and under the terms of the Special Conditions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Owner, the City of Farmersville, Texas ("City"), or their consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the NCTCOG Specifications, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;

2. properly authorized change orders;
3. any listed and numbered addenda;
4. Technical Specifications & Construction Drawings attached hereto as Exhibit A;
5. the OWNER's Standard Construction Details;
6. the October 2004 Edition of the *Public Works Construction Standards - North Central Texas* as amended and published by the North Central Texas Council of Governments, as amended by the Owner (collectively, the "NCTCOG Specifications");
7. the OWNER's written notice to proceed to the CONTRACTOR;
8. the Contractor's Bid Proposal attached hereto as Exhibit B; and,
9. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Thirty-Five Thousand Five Hundred Twenty-One Dollars and Zero cents (\$ 35,521.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be completed within **Seventy-Five (75)** calendar days after the date of the Notice to Proceed.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) TOGETHER WITH CITY'S MAYOR AND CITY COUNCIL AND ALL OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) AND CITY'S MAYOR AND CITY COUNCIL, AND THEIR RESPECTIVE OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) FROM THE CONSEQUENCES OF THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION'S (OWNER'S) AND THE CITY OF FARMERSVILLE'S (CITY'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR

INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

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

In its sole discretion, the Owner and City shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner and City. Contractor shall retain approved counsel for the Owner and City within seven (7) business days after receiving written notice from the Owner or the City that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner and City within the required time, then the Owner and City shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner and City retain the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner and City elect to provide and pay for any such costs, Contractor shall indemnify and reimburse the Owner and City for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

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

Farmersville Community Development Corporation - City Park
Walk Bridge Project - Bridge Phase
Farmersville Community Development Corporation
City of Farmersville
c/o Benjamin L. White, P.E., CPM
205 S. Main Street
Farmersville, Texas 75442

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 - (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - (c) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 - (d) Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs 1, 2 and 3. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.
2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
- (a) A waiver of subrogation in favor of the Farmersville Community Development Corporation and the City of Farmersville, and their respective officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The City of Farmersville and the Farmersville Community Development Corporation and their respective officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
 - (c) All insurance policies shall be endorsed to the effect that the Farmersville Community Development Corporation and City of Farmersville will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.

4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:

- (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Performance, Payment and Maintenance Bonds

This Section intentionally omitted because the amount of the total bid price is less than Fifty Thousand Dollars in value.

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at

the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements in accordance with SC.11 CONSTRUCTION SCHEDULE; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000	15%
\$25,000 to \$400,000	10%
Over \$400,000	5%

Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

I. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

J. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

K. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work.

If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

L. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

M. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of

vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

N. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary / Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the City the Contractor's agreement to comply with this provision with Contractor's Bid Proposal.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Three (3) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the FCDC.

The Construction Agreement "effective date" shall be the latter of the date on which the City Council acts to approve the award of the Contract for the Work to Contractor or sixty (60) days after the Project was advertised by the FCDC. It is expressly provided, however, that the FCDC delegates the authority to the FCDC's Chairperson or her designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Chairperson of the FCDC and FCDC Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the FCDC's Chairperson or her designee determines that information indicates that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If City Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the FCDC Chairperson and FCDC Secretary or their designees have signed the Construction Agreement. If the City Manager and City Secretary sign on different dates, then the later date shall be the effective date.

CONTRACTOR: ALVAREZ
CONSTRUCTION, a Texas sole
proprietorship

FARMERSVILLE COMMUNITY
DEVELOPMENT CORPORATION, a Type B
development corporation

By: Guillermo Alvarez

Title: Owner

Date: _____

Address: _____

Phone: _____

Fax: _____

By: Donna Williams

Title: Chairperson

Date: _____

Address: 205 S. Main Street
Farmersville, Texas 75442

Phone: (972) 782 - 6151

Fax: (972) 782 - 6604

ATTEST:

Stephen Caspari
Secretary

EXHIBIT A

Technical Specifications & Construction Drawings

(Consisting of the following five pages.)

CITY PARK WALK BRIDGE PROJECT
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS
MARCH 2022



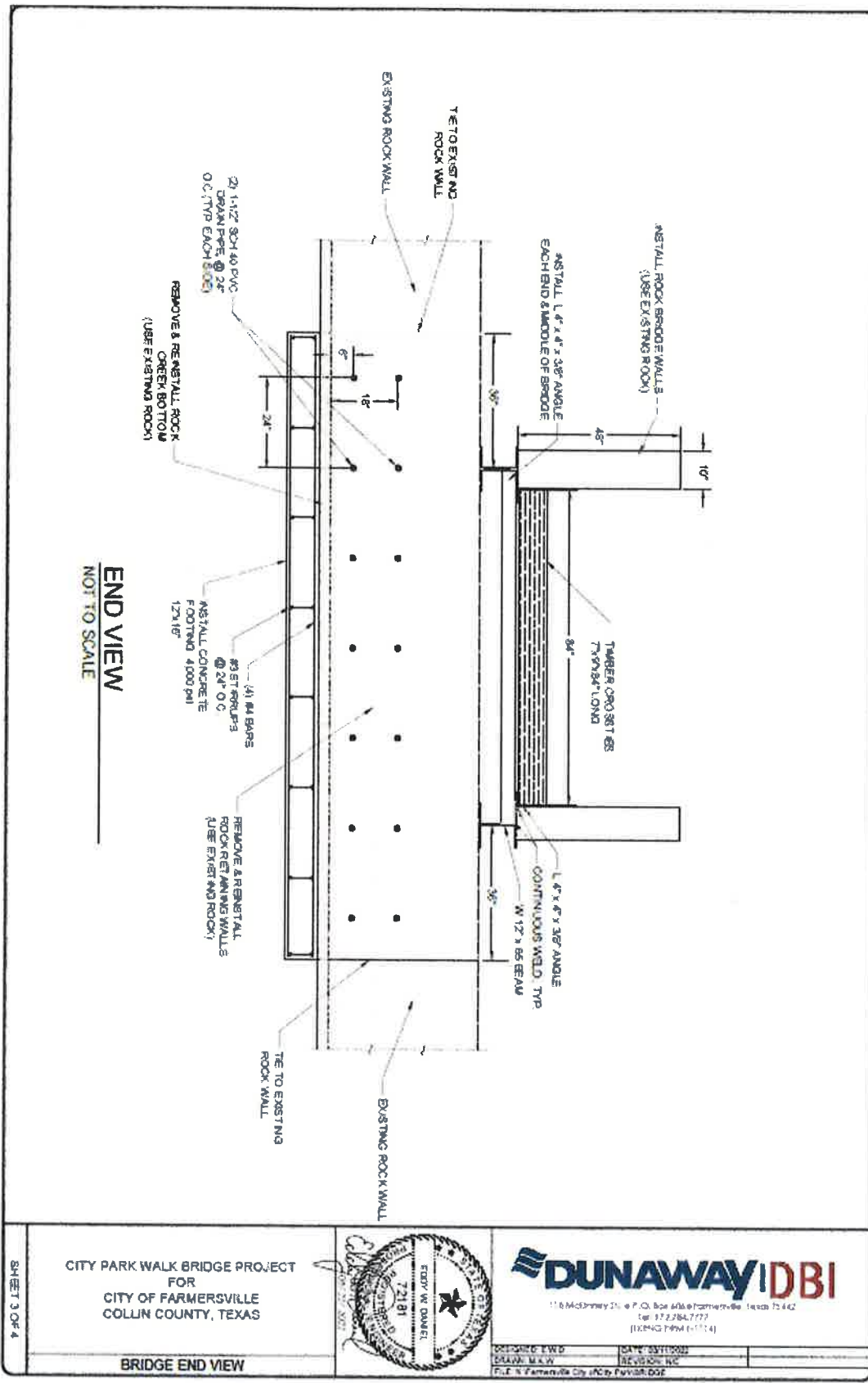
118 McCreary St. • P.O. Box 466 Farmersville, Texas 75442
Tel: 972.847.7777
FAX: 972.847.1144



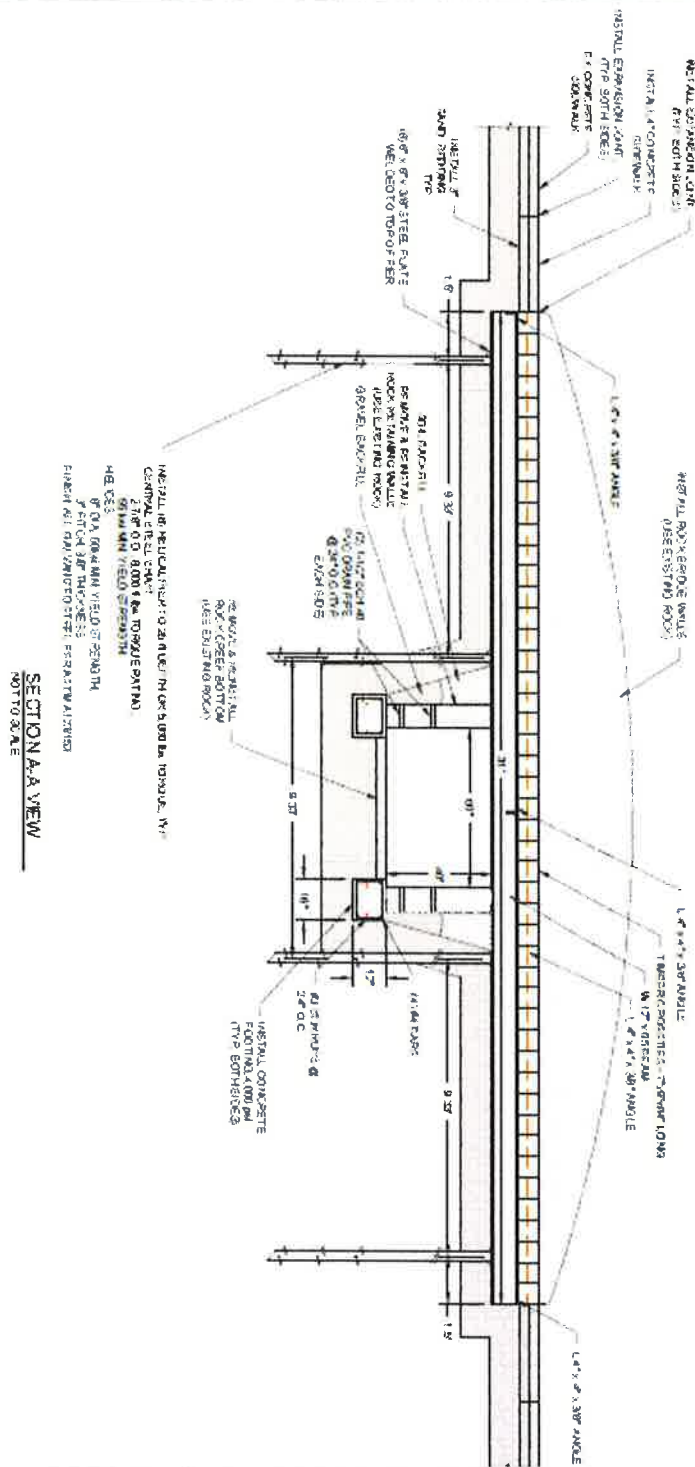




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Cons:
City

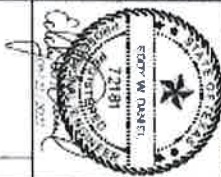


SECTION A-A VIEW
NOT TO SCALE

SHEET 4 OF 4

CITY PARK WALK BRIDGE PROJECT
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

BRIDGE SECTION A-A VIEW



DUNAWAY DBI

1100 W. 20th Street, Suite 100, Farmersville, TX 77834
Tel: 972.264.7777
Fax: 972.264.7777
DUNAWAY DBI, INC.

DESIGNED BY: R. W. DUNAWAY
DRAWN BY: M. W. WILSON
DATE: 03/11/2009
REVISION: 001
FILE: A - Farmersville City of Collin County, Texas, DDB

Cons
City

EXHIBIT B

Contractor's Bid Proposal

(Consisting of following one page.)

Alvarez Construction

153 N Main St.
City Park
Bridge Project
City of Farmersville

March 15, 2022
Guillermo Alvarez
(214) 419-8872

Cut and remove 8 ft X 10ft concrete sidewalk.

Install 8 Helical piers 25 ft deep or 5000 psi.

Install 2 W 12" x 65 lbs per foot beam with 3 4"x4"x3/8 cross members
weld continuous 4"x4"x3/8 per 30 ft long angle ledge. Build 2 stone walls 48" tall
x 31 ft long 10" wide with type S cement.

Install 45 timber cross ties 7"x9"x84" With ceramic coated screws.

Install expansion joints on both sides.

Acid wash the stone.

Apply breathale sealer on the stone walls.

Labor and Materials.....\$35,521

Removal of the large tree is not included in this estimate

Labor estimate is good for 6 months

Martials is good for 30 days

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

**FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION
CITY PARK WALK BRIDGE PROJECT
STONE WALLS UNDER THE BRIDGE PHASE**

This Construction Agreement (the "Agreement") is made by and between **ALVAREZ CONSTRUCTION**, a Texas sole proprietorship, (the "Contractor") and the **FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Type B development corporation (the "Owner" or "FCDC"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION
CITY PARK WALK BRIDGE PROJECT
STONE WALLS UNDER THE BRIDGE PHASE**

in the City of Farmersville, Texas, and all extra work in connection therewith, under the terms as stated in the North Central Texas Council of Governments (NCTCOG) October 2004 Edition of the *Public Works Construction Standards - North Central Texas* as it may be amended from time to time (hereinafter called "NCTCOG Specifications"), and under the terms of the Special Conditions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Owner, the City of Farmersville, Texas ("City"), or their consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the NCTCOG Specifications, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;

2. properly authorized change orders;
3. any listed and numbered addenda;
4. Technical Specifications & Construction Drawings attached hereto as Exhibit A;
5. the OWNER's Standard Construction Details;
6. the October 2004 Edition of the *Public Works Construction Standards - North Central Texas* as amended and published by the North Central Texas Council of Governments, as amended by the Owner (collectively, the "NCTCOG Specifications");
7. the OWNER's written notice to proceed to the CONTRACTOR;
8. the Contractor's Bid Proposal attached hereto as Exhibit B; and,
9. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Twenty-One Thousand Three Hundred Dollars and Zero cents (\$ 21,300.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be completed within **Seventy-Five (75)** calendar days after the date of the Notice to Proceed.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) TOGETHER WITH CITY'S MAYOR AND CITY COUNCIL AND ALL OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) AND CITY'S MAYOR AND CITY COUNCIL, AND THEIR RESPECTIVE OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (OWNER) AND THE CITY OF FARMERSVILLE, TEXAS, (CITY) FROM THE CONSEQUENCES OF THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION'S (OWNER'S) AND THE CITY OF FARMERSVILLE'S (CITY'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR

INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

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

In its sole discretion, the Owner and City shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner and City. Contractor shall retain approved counsel for the Owner and City within seven (7) business days after receiving written notice from the Owner or the City that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner and City within the required time, then the Owner and City shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner and City retain the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner and City elect to provide and pay for any such costs, Contractor shall indemnify and reimburse the Owner and City for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

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

Farmersville Community Development Corporation - City Park
Walk Bridge Project - Stone Walls Under The Bridge Phase
Farmersville Community Development Corporation
City of Farmersville
c/o Benjamin L. White, P.E., CPM
205 S. Main Street
Farmersville, Texas 75442

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 - (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - (c) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 - (d) Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs 1, 2 and 3. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.
2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
- (a) A waiver of subrogation in favor of the Farmersville Community Development Corporation and the City of Farmersville, and their respective officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The City of Farmersville and the Farmersville Community Development Corporation and their respective officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
 - (c) All insurance policies shall be endorsed to the effect that the Farmersville Community Development Corporation and City of Farmersville will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.

4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:

- (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Performance, Payment and Maintenance Bonds

This Section intentionally omitted because the amount of the total bid price is less than Fifty Thousand Dollars in value.

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at

the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements in accordance with SC.11 CONSTRUCTION SCHEDULE; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000	15%
\$25,000 to \$400,000	10%
Over \$400,000	5%

Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

I. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

J. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

K. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work.

If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

L. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

M. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of

vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

N. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary / Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the City the Contractor's agreement to comply with this provision with Contractor's Bid Proposal.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Three (3) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the FCDC.

The Construction Agreement "effective date" shall be the latter of the date on which the City Council acts to approve the award of the Contract for the Work to Contractor or sixty (60) days after the Project was advertised by the FCDC. It is expressly provided, however, that the FCDC delegates the authority to the FCDC's Chairperson or her designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Chairperson of the FCDC and FCDC Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the FCDC's Chairperson or her designee determines that information indicates that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If City Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the FCDC Chairperson and FCDC Secretary or their designees have signed the Construction Agreement. If the City Manager and City Secretary sign on different dates, then the later date shall be the effective date.

CONTRACTOR: ALVAREZ
CONSTRUCTION, a Texas sole
proprietorship

FARMERSVILLE COMMUNITY
DEVELOPMENT CORPORATION, a Type B
development corporation

By: Guillermo Alvarez

Title: Owner

Date: _____

Address: _____

Phone: _____

Fax: _____

By: Donna Williams

Title: Chairperson

Date: _____

Address: 205 S. Main Street
Farmersville, Texas 75442

Phone: (972) 782 - 6151

Fax: (972) 782 - 6604

ATTEST:

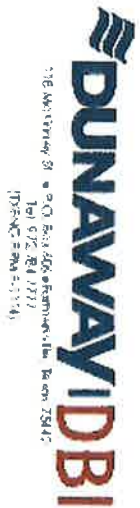
Stephen Caspari
Secretary

EXHIBIT A

Technical Specifications & Construction Drawings

(Consisting of the following five pages.)

CITY PARK WALK BRIDGE PROJECT
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS
MARCH 2022



116 Anthony St. • P.O. Box 456 • Farmersville, Texas 75442
Tel: 512.861.7777
IDBNC 2019-2021



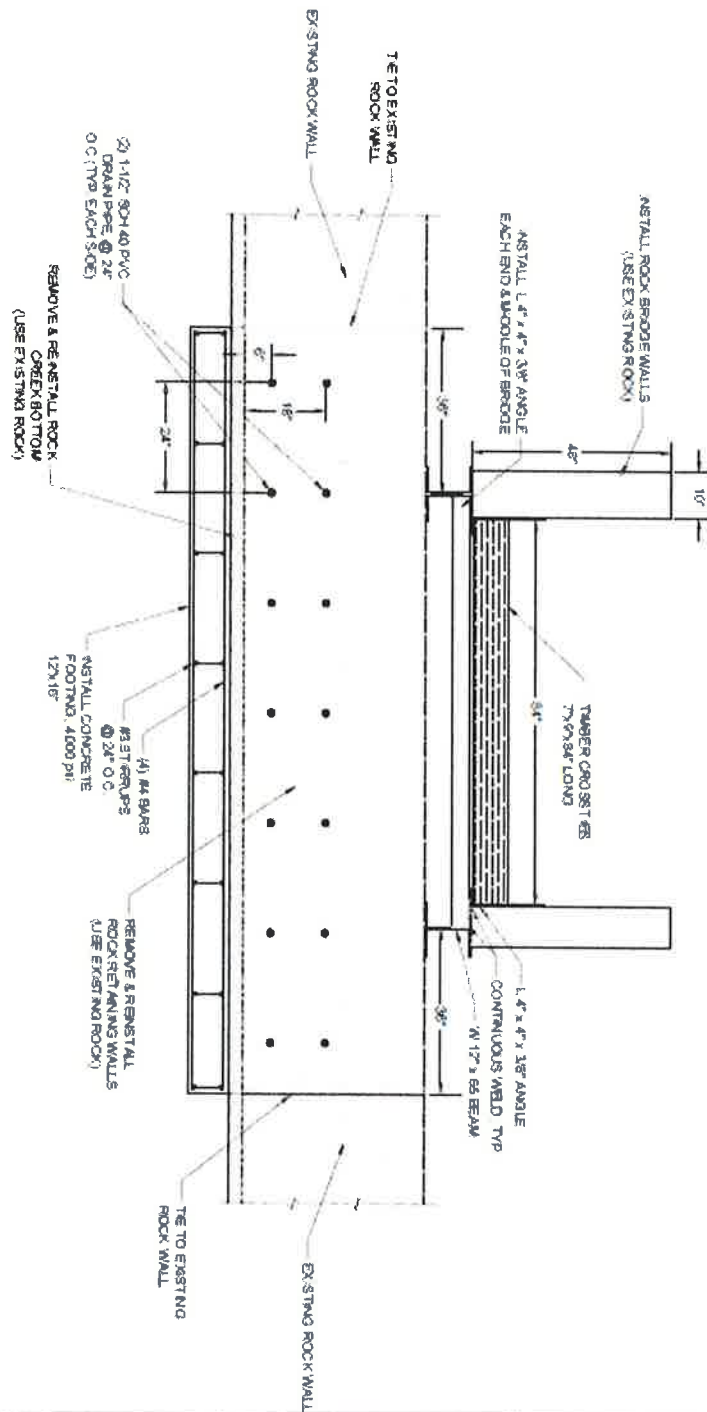


18 MidJourney St. P.O. Box 60691 Charlotte, N.C. 28267
Tel: 772-364-7777
FAX: 772-364-7777

DESIGNED: F.W.D.	DATE: 03/11/2012
DRAWN: M.K.W.	REVISION: NC
FILE: N:\Farmersville City.spc\parks\03.DAT	



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END VIEW
NOT TO SCALE

SHEET 3 OF 4

CITY PARK WALK BRIDGE PROJECT
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

BRIDGE END VIEW

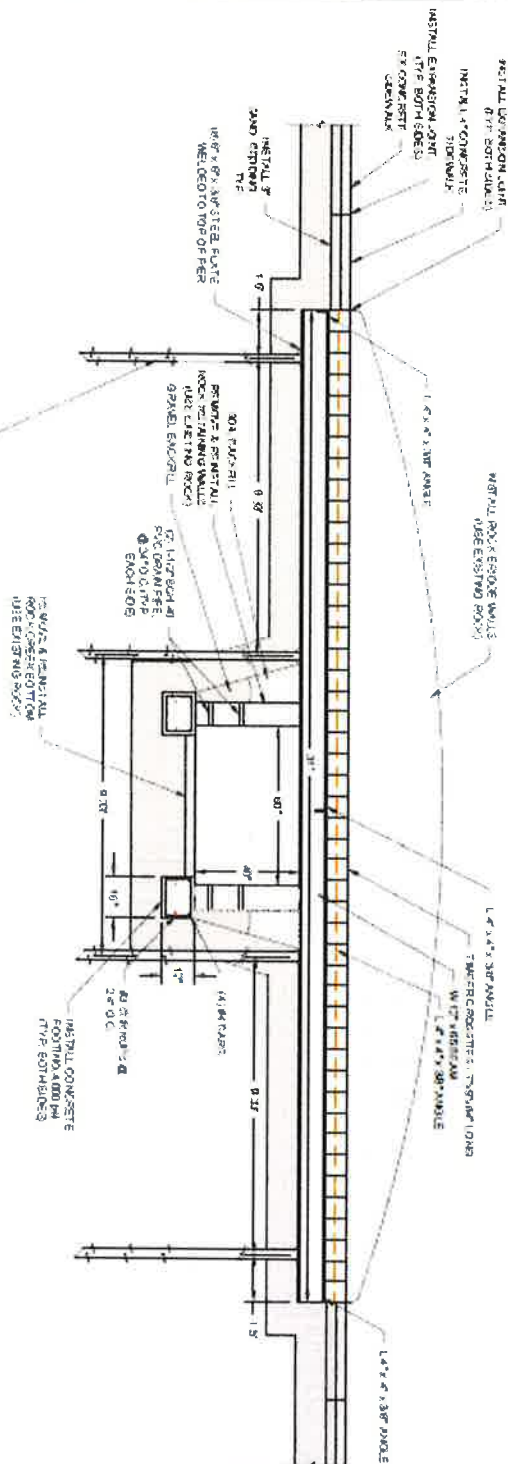


DUNAWAY DBI

118 McKinney St., P.O. Box 606 Farmersville, Texas 75442
Tel: 972.284.7777
FAX: 972.284.7777

DESIGNED BY DAVID M. W.	DATE 05/10/2005
CHECKED BY DAVID M. W.	REVISION NO. 01

Cons
City

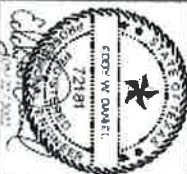


SECTION A-A VIEW
NOT TO SCALE

SHEET 4 OF 4

CITY PARK WALK BRIDGE PROJECT
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

BRIDGE SECTION A-A VIEW



DUNAWAY DBI

11501 Dunaway Dr., Suite 100, Farmersville, Texas 75825
Tel: 936.264.7277
(FAX) 936.264.7277

DESIGNED BY: E.W.D. DATE: 03/11/2010
DRAWN BY: M.W.D. REVISION: 00
FILE: C:\Farmersville City\PCB\Farmersville.DWG

Cons
City

EXHIBIT B

Contractor's Bid Proposal

(Consisting of following one page.)

Alvarez Construction

153 N Main St.
City Park
Bridge Project
City of Farmersville
Stone walls under the bridge

March 21, 2022
Guillermo Alvarez
(214) 419-8872

Remove 13LFT on each side of the existing rock wall under bridge. Dig the dirt and rocks 16" wide by 12" deep. Install the concrete footing 4000psi 12"X16" with 4 #4 rebar and #3 stirrups at 24" on center. Install the stone back with type S cement.

Fill the voided space with backfill gravel and install 1 ½ inch sch 40 PVC drain pipe on each side. Remove and reinstall rock creek bottom, 14ft long.

Labor and Materials.....	\$21,300
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Labor estimate is good for 6 months
Martials is good for 4 months

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Spain Complex Update
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 26,, 2022
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

VIII. FUTURE ITEMS

IX. EXECUTIVE SESSION

XII. ADJOURNMENT