



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: Consider request to close Farmersville Parkway on November 5<sup>th</sup>, 2011 from 6:30 a.m. to 4:30 p.m. for the Doggie Day Festival event

Information regarding this event is attached including the map to designate the closure

**ACTION: Approve or disapprove closing Farmersville Parkway for the Doggie Day Festival event.**

(VI - A)



YOU AND YOUR DOG ARE INVITED TO ATTEND  
Farmersville's first Doggie Day Festival

Saturday, November 5

FREE!!! Same day as Farmers & Fleas Market  
At both Onion Sheds

Doggie related Vendors  
Mutt Strut Parade 10 AM  
Doggie demonstrations  
Fun Dog Agility Course  
Contests

Celebrating the Dogs in our Lives—More than Man's Best Friend

Vendor spaces available  
Contact:  
Farmersville Main Street  
972-784-6846  
[www.farmersvilletx.com](http://www.farmersvilletx.com)



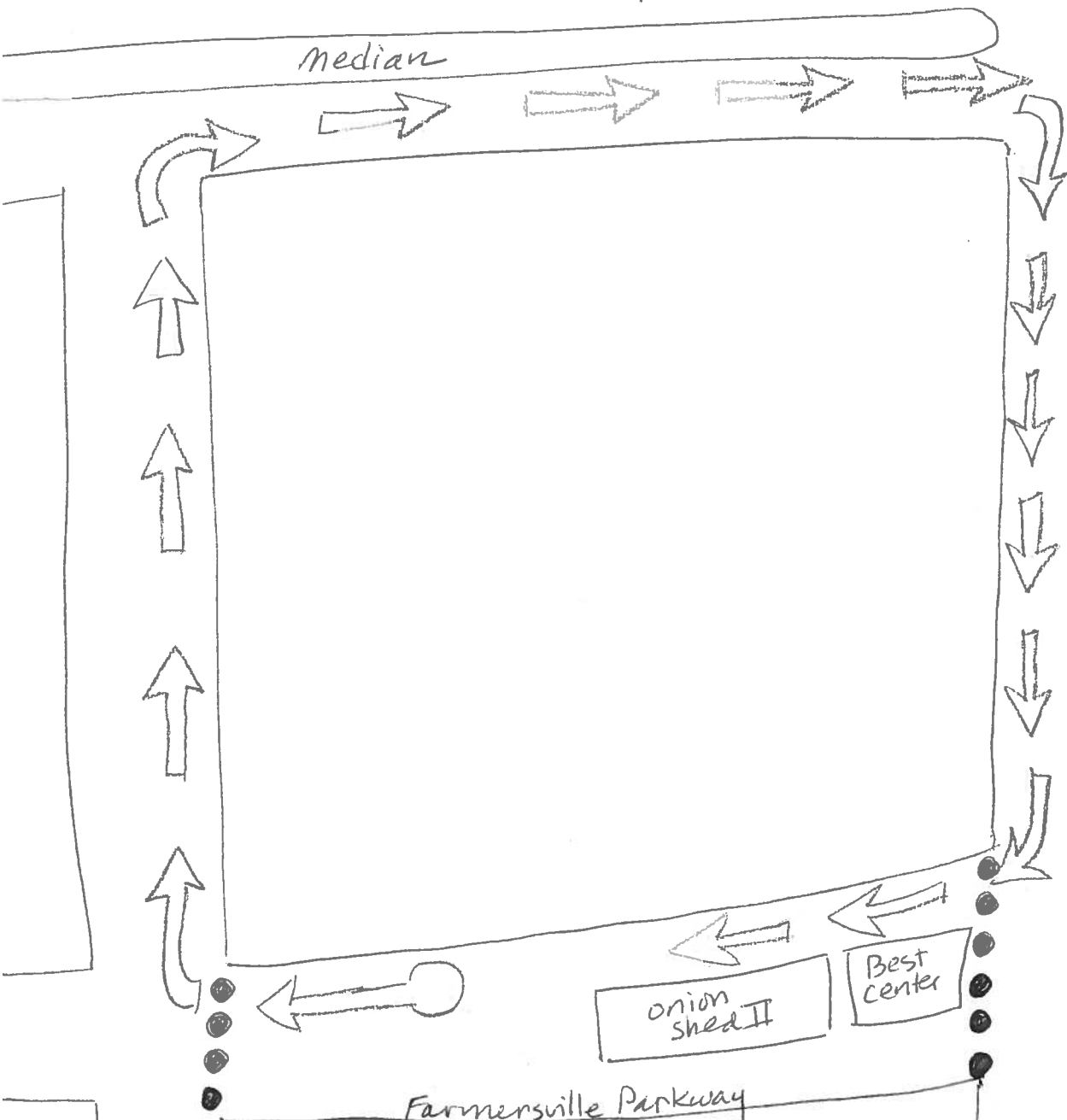
Washington St



Main St

Mckinney St

median



onion shed II

Best center

Farmerville Parkway

onion shed

Nov. 5

Doggie Day festival  
(+ Farmers + Fleas Market)



Block off FV Parkway between  
6:30am - 4:30pm  
(between Washington + Main)



Route for Mutti Strut - Doggie Parade  
Required from 10am - 10:30am  
Parked cars OK



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: Consideration and possible acceptance of a donation from Sharyland Utilities designated for the Rike Public Library

No Information is available

**ACTION: Approve or disapprove acceptance of donation**

(VI – B)



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: Consideration and possible action authorizing the City Manager to execute a contract with TLC NetCon for Information Technology services

Contract with TLC NetCon is attached

**ACTION: Approve or disapprove executing a contract with TLC NetCon**

(VI – C)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

**Professional Services Contract  
with TLC NetCon INC.**

THIS CONTRACT is entered into on this 1<sup>st</sup> day of October, 2011, by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **TLC NetCon INC.**, ("hereinafter referred to as "CONSULTANT") whose address is 5768 Hillcrest Drive, Farmersville, Texas 75442-8459.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services from CONSULTANT for computer networking services; and

WHEREAS, CONSULTANT is an architectural, computer networking, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

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

**I.**

**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

**II.**  
**Scope of Services**

CONSULTANT shall perform such services as are necessary to provide computer networking services and support specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Exhibit "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Exhibit "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

**III.**  
**Payment for Services**

Total payment for services described herein shall be a sum not to exceed Thirty-One Thousand and No/100 Dollars (\$31,000.00).

CONSULTANT will bill CITY on a monthly basis in accordance with Exhibit "A"; provided however that this Contract shall control in the event of any conflict between the language in Exhibit "A" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice for the monthly actual services performed by CONSULTANT during the previous month. Each invoice shall state the monthly services provided the total of the current invoice amount and a running total balance for the monthly services to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

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

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

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

**V.**  
**Term**

This Contract shall begin on the date first written above, and shall terminate upon the expiration of twelve months unless this Contract is otherwise earlier terminated as provided herein.

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

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. This Contract may be terminated by Contractor by providing at least ninety (90) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

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

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

**VIII.**  
**Insurance**

CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract personal automobile liability insurance with the minimum liability, bodily injury and property damage limits required by Texas law. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. The Consultant shall furnish to the City of Farmersville proof of such insurance coverage as may satisfy the City Manager.

CONSULTANT agrees to the following:

1. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
2. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
3. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

## **IX.**

### **Right to Inspect Records**

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

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

## **X.**

### **Successors and Assigns**

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

## **XI.**

### **Consultant's Liability**

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

**XII.**  
**INDEMNIFICATION**

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONSULTANT'S OBLIGATIONS TO CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) CONSULTANT IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS CONTRACT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY CONSULTANT IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, CONSULTANT FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS CONTRACT, CONSULTANT'S OBLIGATIONS TO CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

**XIII.**  
**Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its

officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIV.**  
**Default**

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

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

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

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

**XV.**  
**Changes**

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

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

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

**XVII.**  
**Confidential Information**

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

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

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

Mr. John Moran  
City Manager  
205 S. Main Street  
Farmersville, Tx 75442  
(972) 784-6093

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

Tony Linton, CEO  
TLC NetCon INC.  
5768 Hillcrest Drive  
Farmersville, Texas 75442-8459

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

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

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

**XX.**  
**Severability**

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

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

**XXI.**  
**Remedies**

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

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

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

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

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

**XXIV.**  
**Headings**

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

**XXV.**  
**Venue**

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

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

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

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

***CITY OF FARMERSVILLE***

By: \_\_\_\_\_  
JOHN MORAN  
City Manager

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

ATTEST:

\_\_\_\_\_  
EDIE SIMS, City Secretary

APPROVED AS TO FORM:

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

TLC NetCon INC., A Texas Corporation

By: [Signature]  
TONY LINTON  
CEO

Date Signed: 10-3-2011

THE STATE OF TEXAS,  
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

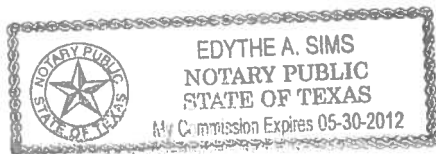
\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF Collin

This instrument was acknowledged before me on the 3rd day of October, 2011, by TONY LINTON in his capacity as CEO of TLC NetCon INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF October, 2011.

[Signature]  
Notary Public Collin County, Texas  
My commission expires 5/30/2012



**EXHIBIT "A"**  
**FISCAL YEAR 2011 - 2012**

***Scope of Work***

CUSTOMER:	City of Farmersville	Attn: John Moran
DATE:	October 1, 2011	
PHONE NUMBER:	972 - 782 - 6151	
FAX NUMBER:	972 - 782 - 6604	

SALES PERSON: Tony Linton

Computers: Desktop Computer Systems:	\$ 2025.00
45 units at a unit price of:	\$ 45.00
Servers: Servers on Network:	\$ 540.00
6 units at a unit price of:	\$ 90.00
Monthly Total:	\$ 2,565.00
Annual Total:	\$30,780.00

**Monthly Service Includes:**

- Help Desk  
(Includes Phone and Web based remote support)
- On Site Support (Scheduled and non-scheduled maintenance during TLC regular business hours. Regular business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; or other times as may be mutually agreed upon by City and Contractor.)
- Structured Administration based upon industry standards.
- Scheduled Auditing (Data integrity, backup recovery. etc)
- Reporting - Monthly Executive Summary. (Includes: Status of network, Audit results, Number of Incidents, Number of Problems, and overall Network Performance)
- Install Service Packs / Updates.
- Anti-virus maintenance / Routine Updates.
- Workstation maintenance (Anti-virus updates, Windows Updates. etc.)

- Server maintenance (Anti-virus updates, Windows Updates, Backups, etc.)
- Restoring software from customer installation media after hardware failure.
- Installation of hardware shipped from manufacturer under manufacturer's warranty.
- Complete managed network support for your business.
- Provide up to date and accurate enterprise level configuration diagrams including IP addresses, Administrative passwords, and user passwords.
- Basic hardware and software upgrades
- File Restoration

### **Monthly Service Does Not Include:**

- New Server installation and configuration.
- New Project implementation.
- Cost of new computer or server hardware.
- Service or maintenance on printers, copiers, etc.
- Non-scheduled maintenance due to City gross negligence, recklessness, or malicious intent.
- Major upgrades of existing hardware or software that involves new equipment or applications.

### **ADDITIONAL PROVISIONS**

New workstation system installation and set - up, including the migration of data from an existing system, will be billed at a not-to-exceed rate of \$250.00 per system.

New server installation and set - up, including data migration from an existing server, will be billed at a not-to-exceed rate of \$1,000.00 per server.

Any supplementary work not addressed in this agreement and not specifically covered by an additional agreement will be billed at a regular hourly rate of \$75.00

per hour. After the first hour, any additional work shall be billed in quarter-hour increments. Any services provided by Contractor in accordance with this provision must be approved by the City Manager or the appropriate Department Head, or his/her designee.

Additional projects not covered by the scope of this agreement may be billed at an amount mutually agreed upon by Contractor and City, and furthermore must be authorized in writing by the City Manager.

*[The remainder of this page intentionally left blank]*



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: Discussion and possible approval relative to material quotes on sewer rehabilitation grant

Information attached from Daniel & Brown, engineer for the project

**ACTION: Approve or disapprove the small purchase procurement**

(VI – D)

## **Eddie Sims**

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**From:** Eddy Daniel [Eddy@DBIConsultants.com]  
**Sent:** Thursday, October 06, 2011 3:53 PM  
**To:** Eddie Sims  
**Cc:** Ben White; Catherine Duarte; John Moran  
**Subject:** Council Meeting Information  
**Attachments:** John Moran Memo 10-06-2011.pdf

Eddie,

I have attached a memo for the Council packets which explains the small purchase procurement. I expect all of the quotes back by 5:00 pm tomorrow. We had to offer four different procurement quotes since the materials were not all available from one supplier. There is less than \$25,000.00 remaining funds available for the small purchase procurement so notices were not required. I will provide completed quotes, a recommendation and a proposed contract for each of the small purchase procurements.

If you should have any questions, please feel free to contact me.

Thanks,  
Eddy

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Eddy Daniel, P.E.  
Daniel & Brown Inc. - Engineering  
P.O. Box 606, Farmersville, TX 75442  
Phone-972-784-7777 Fax-972-782-7721  
[Eddy@DBIConsultants.com](mailto:Eddy@DBIConsultants.com)

**DANIEL & BROWN INC.**

**ENGINEERS/CONSULTANTS/PLANNERS**

P.O. Box 606, Farmersville, TX 75442

Phone: 972-784-7777 Fax: 972-782-7721

E-Mail: [eddy@dbiconsultants.com](mailto:eddy@dbiconsultants.com)



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**Date:** Thursday, October 06, 2011

**To:** John Moran  
**Company:** City of Farmersville

**From:** Eddy Daniel, P.E.

**Subject:** Small Purchase Procurement

In order to utilize the remaining grant funds in the amount of \$24,887 for the Sewer Rehabilitation Project TxCDBG R729160 A&B we have solicited a small purchase procurement for materials to add to the project. The material purchase will allow the City to purchase additional sewer line, embedment, asphalt patch and concrete to replace identified sections that are potential sources of inflow and infiltration. I have attached a copy of the solicitations. The purchase of the materials will also allow the City crews to install the sewer lines and therefore meet the required force account "in-kind" match in accordance with the contract requirements.

The grant deadline is December 2011; therefore, it will be necessary to award the small purchase procurement at the Council meeting on October 11th in order to finish and close the project in a timely manner.

I will provide you with the actual quotes and a recommendation for the Council meeting before next Tuesday.

If you should have any questions, please feel free to contact me.

**Materials**

	ph	fax	
Municipal Water Works Supply	972-635-2722	972-635-9325	
Texas Meter and Sewer	972-736-3200	972-736-1908	Princeton
HD Supply	903-592-8221	903-593-7793	
Underground Utility Supply	903-757-2121	903-757-5252	

**HMAC**

Jagoe-Public Co	940-382-2581	940-382-9732	Denton
APAC Texas	972-248-0405	972-248-0422	Frisco
RK Hall	903-785-8941	903-785-8947	

**Grade 4 (1/2 and under) Type D Rock**

APAC Texas	972-248-0405	972-248-0422	Frisco
David Copeland	972-734-2158	972-734-2178	Princeton
Trinity Materials	972-544-5930	972-544-5947	

**Concrete**

Latimore	972.221.4646	972.221.4100	Addison	call for correct region
Transit Mix Concrete	903-561-7065	903-509-3184	East Central	
TXI	903-454-2020	903-454-2154	Greenville	

**City of Farmersville**  
**Small Purchase Procurement**

The City of Farmersville is seeking quotes on materials for the Sewer Rehabilitation Project TxCDBG R729160. Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
425	FT	12" SDR 35	
1540	FT	8" SDR 35	

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

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

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

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

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

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

**City of Farmersville**  
**Small Purchase Procurement**

The City of Farmersville is seeking quotes on materials for the Sewer Rehabilitation Project TxCDBG R729160. Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
21	tons	HMAC	

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

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

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

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

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

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

**City of Farmersville**  
**Small Purchase Procurement**

The City of Farmersville is seeking quotes on materials for the Sewer Rehabilitation Project TxCDBG R729160. Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
310	tons	Type D Crushed Stone	

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

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

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

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

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

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

**City of Farmersville**  
**Small Purchase Procurement**

The City of Farmersville is seeking quotes on materials for the Sewer Rehabilitation Project TxCDBG R729160. Please provide pricing for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>PRICE</u>
40	CY	3000psi concrete (NCTCOG Class A)	

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

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

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

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

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

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



**TO:** Mayor and Councilmembers  
**FROM:** City Manager John Moran  
**DATE:** October 11, 2011  
**SUBJECT:** Consideration and possible action regarding the negotiation and execution of a contract for solid waste services with IESI

No information is available for this item.

**ACTION:** Action as deemed by the Council

(VI – E)



**TO:** Mayor and Councilmembers  
**FROM:** City Manager John Moran  
**DATE:** October 11, 2011  
**SUBJECT:** Consideration and possible action regarding the negotiation and execution of a contract for recycling services with CWD

No information is available for this item.

**ACTION:** Action as deemed by the Council

(VI – F)



**TO:** Mayor and Councilmembers  
**FROM:** City Manager John Moran  
**DATE:** October 11, 2011  
**SUBJECT:** Update regarding street, drainage, water and sewer study being prepared by Daniel and Brown, Inc and Kimley Horn, Inc.

No information is available for this item.

**ACTION:** Action as deemed by the Council

(VI – G)



**TO:** Mayor and Councilmembers  
**FROM:** City Manager John Moran  
**DATE:** October 11, 2011  
**SUBJECT:** Consideration and action implementing the Stage 3 Drought Contingency Plan

No information is available for this item.

**ACTION:** Action as deemed by the Council

(VI – H)



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: Consider, discuss and act upon appointing an Acting City Manager during the City Manager's temporary absence

No information is available

**ACTION: Council to appoint an Acting City Manager**

(VI - I)



TO: Mayor and Councilmembers  
FROM: City Manager John Moran  
DATE: October 11, 2011  
SUBJECT: City Manager update on the electrical system

No information is available for this item. City Manager will give update to the Council.

**ACTION: Receive information from the City Manager. No action is required.**

(VI – J)



**TO:** Mayor and Councilmembers  
**FROM:** City Manager John Moran  
**DATE:** October 11, 2011  
**SUBJECT:** Update and discussion regarding possible joint meeting of the Farmersville City Council and the Farmersville Independent School District

No documentation is attached

**ACTION:** Receive information from the City Manager. No action is required.

(VI – K)