

CITY OF WHITESBORO COUNCIL MEETING
111 W. MAIN STREET, WHITESBORO, TEXAS
TUESDAY, JANUARY 16, 2024 4:00 P.M.

1. PLEDGE OF ALLEGIANCE AND INVOCATION
2. ROLL CALL
3. CITIZEN PRESENTATION. Any citizen wishing to address the council may do so after providing a written request to speak to the City Secretary; giving their name and address for the record. There is a three (3) minute time limit. The Council may not address any issues, but may receive information.
4. DEPARTMENT HEAD REPORTS.
5. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AWARDED A DOWNTOWN BUILDING IMPROVEMENT GRANT AND GRANT FEE WAIVER MAXWELL'S TABLE.
6. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AWARDED A DOWNTOWN BUILDING IMPROVEMENT GRANT AND GRANT FEE WAIVER TO COOKS MAIN STREET MERCANTILE.
7. DISCUSS, CONSIDER AND POSSIBLE ACTION ON MICROGRID SOLUTIONS WITH ONPOINT REPRESENTATIVES.
8. DISCUSS, CONSIDER AND POSSIBLE ACTION ON GODWIN PLAY GROUND EQUIPMENT.
9. PRESENTATION AND DISCUSSION ONLY ON THE GOVERNANCE POLICY.
10. PRESENTATION AND DISCUSSION ONLY ON THE PROCUREMENT POLICY.
11. DISCUSS, CONSIDER AND POSSIBLE ACTION ON REMOVING A SIGNATORY ON THE POLICE SEIZURE BANK ACCOUNT.
12. DISCUSS, CONSIDER AND POSSIBLE ACTION ON BANK ACCOUNTS FOR THE CITY OF WHITESBORO.
13. PRESENTATION AND DISCUSSION ONLY ON THE BUDGET AMENDMENT FOR FISCAL YEAR 2023-2024.
14. DISCUSS, CONSIDER AND POSSIBLE ACTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR INFORMATION TECHNOLOGY SERVICES AND MAINTENANCE.
15. DISCUSS, CONSIDER AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A VEHICLE FOR THE STREET DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$55,000.00.
16. DISCUSSION ON A POSSIBLE CITY EVENT IN JUNE 2024.
17. DISCUSS AND CONSIDER UPDATES ON THE FOLLOWING ONGOING PROJECTS.
 - a). Downtown projects. Possible action.
 - b). Food Truck/Farmers Market Park project. Possible action.
 - c). Water Tower project. Possible action.
 - d). Texoma Street project. Possible action.

18. DISCUSS, CONSIDER AND POSSIBLE ACTION ON THE APPROVAL AND/OR RATIFICATION OF EXPENDITURES EXCEEDING THE CITY ADMINISTRATOR'S AUTHORITY.

19. ADJOURN

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

Persons with disabilities who plan to attend this meeting and who may need assistance or interpretation should contact the office of the City Secretary at 903-564-4000 two (2) days prior to the meeting so that appropriate arrangements can be made.

Las personas con discapacidad que pretenden asistir a esta reunion y que necesite avuda o interpretacion deben pongase en contacto con la oficina de la Secretaria de la cuidad en 903-564-4000, 2 dos dias anties de la reunion para que so pueden hacer arreglos apropiados.

REVENUE STATEMENT
AS OF: JANUARY 9TH, 2024

106-GENERAL FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
TAXES						
5110 CURRENT TAXES	1,312,609.00	0.00	104,063.80	7.93	0.00	1,208,545.20
5111 DELINQUENT TAXES	19,053.93	0.00	1,062.48	5.58	0.00	17,991.45
5112 ATMOS ENERGY	87,524.18	0.00	56,543.84	64.60	0.00	30,980.34
5113 ECONOMIC DEVELOPMENT	570,000.00	0.00	202,358.34	35.50	0.00	367,641.66
5114 GEN.TEL.FRANCHISE	0.00	0.00	358.76	0.00	0.00	(358.76)
5117 CABLE FRANCHISE	0.00	0.00	5,842.37	0.00	0.00	(5,842.37)
5120 GENERAL SALES TAX	1,244,035.96	0.00	269,811.14	21.69	0.00	974,224.82
5121 PROPERTY TAX RELIEF	210,750.00	0.00	67,452.79	32.01	0.00	143,297.21
5123 MIXED BEVERAGE TAX	1,520.17	0.00	311.64	20.50	0.00	1,208.53
5130 PENALTY & INTEREST	8,200.00	0.00	1,152.99	14.06	0.00	7,047.01
5131 DELINQUENT TAXES COLLECT/P&I	6,970.80	0.00	350.50	5.03	0.00	6,620.30
5133 TAX ATTORNEY'S FEE	4,276.35	0.00	1,209.67	28.29	0.00	3,066.68
*** REVENUE CATEGORY TOTALS ***	3,464,940.39	0.00	710,518.32	20.51	0.00	2,754,422.07
LICENSE & PERMITS						
5210 DOG LICENSE	150.00	5.00	30.00	20.00	0.00	120.00
5220 OCCUPATION LICENSE	17,000.00	1,200.00	4,780.00	28.12	0.00	12,220.00
5225 ALCOHOL PERMIT	1,822.50	0.00	0.00	0.00	0.00	1,822.50
5230 ALARM SYSTEM PERMIT	2,000.00	225.00	1,050.00	52.50	0.00	950.00
5260 BUILDING PERMITS	256,793.94	4,477.07	17,531.29	6.83	0.00	239,262.65
*** REVENUE CATEGORY TOTALS ***	277,766.44	5,907.07	23,391.29	8.42	0.00	254,375.15
CHARGES FOR SERVICES						
5410 CEMETERY	23,000.00	0.00	10,000.00	43.48	0.00	13,000.00
5411 CEMETERY FILING FEE	500.00	0.00	50.00	10.00	0.00	450.00
5417 ANIMAL CONTROL/POUND FEES	500.00	0.00	205.00	41.00	0.00	295.00
5420 SWIM POOL ADMISSIONS	20,000.00	0.00	0.00	0.00	0.00	20,000.00
5425 SWIM LESSON FEES	13,500.00	0.00	40.00	0.30	0.00	13,460.00
5430 POOL CONCESSIONS	9,500.00	0.00	0.00	0.00	0.00	9,500.00
5435 ATHLETIC INCOME	57,850.80	135.00	17,006.00	29.40	0.00	40,844.80
5440 P & R REVENUE	15,500.00	3,485.00	6,853.50	44.22	0.00	8,646.50
5443 SERVICE CHARGE FEE	0.00	0.00	31.80	0.00	0.00	(31.80)
5460 GAMEROOM REVENUE	50.00	0.00	0.00	0.00	0.00	50.00
5480 LIBRARY/COUNTY SUBSIDY	2,960.00	0.00	0.00	0.00	0.00	2,960.00
5493 PLANNING & ZONING FEES	2,000.00	0.00	351.90	17.60	0.00	1,648.10
5495 FIRE CONTRACT-GRAYSON COUNTY	39,600.00	4,083.00	12,249.00	30.93	0.00	27,351.00

REVENUE STATEMENT
AS OF: JANUARY 9TH, 2024

106-GENERAL FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
*** REVENUE CATEGORY TOTALS ***	184,960.80	7,703.00	46,787.20	25.30	0.00	138,173.60
<u>FINES & FORFEITURES</u>						
5510 LIBRARY FINES	100.00	0.00	0.00	0.00	0.00	100.00
5570 TRAFFIC/CRIMINAL FINES	240,000.00	3,082.14	76,522.65	31.88	0.00	163,477.35
*** REVENUE CATEGORY TOTALS ***	240,100.00	3,082.14	76,522.65	31.87	0.00	163,577.35
<u>OTHER REVENUES</u>						
5611 LIBRARY BUILDING DONATIONS	300.00	0.00	0.00	0.00	0.00	300.00
5614 OAKWOOD CEMETERY DONATIONS	100.00	0.00	100.00	100.00	0.00	0.00
5617 PROPERTY LEASES	75,193.78	597.03	4,807.16	6.39	0.00	70,386.62
5618 COURT COLLECTION FEE	13,500.00	0.00	2,668.16	19.76	0.00	10,831.84
5625 INTEREST INCOME	285,829.51	0.00	64,401.67	22.53	0.00	221,427.84
5626 INSURANCE CLAIMS	0.00	0.00	80,092.00	0.00	0.00	(80,092.00)
5628 FIRE RECOVERY	9,693.00	0.00	0.00	0.00	0.00	9,693.00
5630 MISCELLANEOUS	65,000.00	43.00	12,475.10	19.19	0.00	52,524.90
5632 COX CABLE POLE CONTRACTS	18,547.00	0.00	0.00	0.00	0.00	18,547.00
5637 POST OFFICE LEASE	0.00	0.00	13,500.00	0.00	0.00	(13,500.00)
5638 MUN. COURT BLDG SECURITY	5,023.75	75.87	1,632.57	32.50	0.00	3,391.18
5639 MUN. COURT TECHNOLOGY	4,101.03	61.94	1,332.69	32.50	0.00	2,768.34
*** REVENUE CATEGORY TOTALS ***	477,288.07	777.84	181,009.35	37.92	0.00	296,278.72
<u>TRANSFER FROM OTHER FUNDS</u>						
5711 TRANSFER FROM UTILITY FUND	1,411,719.12	0.00	0.00	0.00	0.00	1,411,719.12
5712 TRANSFER FROM UNDESIGNATED BA	125,254.00	0.00	0.00	0.00	0.00	125,254.00
*** REVENUE CATEGORY TOTALS ***	1,536,973.12	0.00	0.00	0.00	0.00	1,536,973.12
<u>OTHER</u>						
*** TOTAL REVENUES ***	6,182,028.82	17,470.05	1,038,228.81	16.79	0.00	5,143,800.01
*** END OF REPORT ***						

FINANCIAL SUMMARY
AS OF: JANUARY 9TH, 2024

106-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
TAXES	3,464,940.39	0.00	710,518.32	20.51	0.00	2,754,422.07
LICENSE & PERMITS	277,766.44	5,907.07	23,391.29	8.42	0.00	254,375.15
CHARGES FOR SERVICES	184,960.80	7,703.00	46,787.20	25.30	0.00	138,173.60
FINES & FORFEITURES	240,100.00	3,082.14	76,522.65	31.87	0.00	163,577.35
OTHER REVENUES	477,288.07	777.84	181,009.35	37.92	0.00	296,278.72
TRANSFER FROM OTHER FUNDS	<u>1,536,973.12</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,536,973.12</u>
*** TOTAL REVENUES ***	6,182,028.82	17,470.05	1,038,228.81	16.79	0.00	5,143,800.01
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EXPENDITURE SUMMARY						
11 - ADMINISTRATION	343,619.70	10,299.74	100,385.27	31.44	7,664.00	235,570.43
12 - CONTRACTS	1,177,683.92	725.00	356,153.28	30.24	0.00	821,530.64
13 - OFFICE	313,897.04	10,345.09	89,922.88	28.65	19.81	223,954.35
16 - COMMUNICATIONS	498,790.57	18,872.61	151,105.57	30.33	160.00	347,525.00
17 - POLICE	950,246.43	24,450.09	233,933.18	31.85	68,728.60	647,584.65
18 - MUNICIPAL COURT	106,313.43	32,180.55	91,813.49	86.76	425.00	14,074.94
20 - FIRE	652,061.99	15,929.20	976,169.72	156.24	42,634.80	(366,742.53)
22 - RESCUE	45,000.00	0.00	8,524.61	37.06	8,152.89	28,322.50
25 - INSPECTION	120,152.32	3,509.24	35,065.78	29.08	(122.31)	85,208.85
30 - STREETS	676,776.38	15,317.49	144,929.72	38.10	112,933.49	418,913.17
34 - ANIMAL CONTROL	52,205.60	0.00	70.00	15.73	8,140.00	43,995.60
40 - SUPPORT SYSTEMS	189,446.45	2,431.68	68,872.02	45.52	17,354.88	103,219.55
45 - CEMETERY	2,674.67	0.00	1,034.83	38.69	0.00	1,639.84
50 - RECREATION	377,035.08	11,262.50	107,969.44	28.67	136.52	268,929.12
52 - COMPETITIVE LEAGUES	0.00	0.00	0.00	0.00	0.00	0.00
54 - PARK MAINTENANCE	314,592.15	7,838.66	81,969.50	30.70	14,610.19	218,012.46
58 - SWIMMING POOL	152,546.32	0.00	10,472.96	7.17	471.38	141,601.98
70 - LIBRARY	234,743.27	4,244.05	55,573.79	25.48	4,234.64	174,934.84
99- NON DEPARTMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	6,207,785.32	157,405.90	2,513,966.04	45.10	285,543.89	3,408,275.39
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*** END OF REPORT ***						

REVENUE STATEMENT
AS OF: JANUARY 9TH, 2024

206-UTILITY FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
TAXES						
*** REVENUE CATEGORY TOTALS ***	0.00	0.00	0.00	0.00	0.00	0.00
LICENSE & PERMITS						
CHARGES FOR SERVICES						
5409 BULK WATER SALES	500.00	27.80	27.80	5.56	0.00	472.20
5411 WATER SALES	1,274,024.40	52,824.51	405,053.66	31.79	0.00	868,970.74
5412 SEWER SALES	780,929.80	34,055.42	239,483.18	30.67	0.00	541,446.62
5413 GARBAGE	787,838.40	46,226.86	249,609.83	31.68	0.00	538,228.57
5414 WATER MISC.REVENUE	979.20	0.00	0.00	0.00	0.00	979.20
5415 WATER TAP FEE	27,540.00	825.00	1,650.00	5.99	0.00	25,890.00
5416 SEWER TAP FEE	27,480.00	1,650.00	3,300.00	12.01	0.00	24,180.00
5418 CONTAINER DUMP/WILSON STREET	2.40	0.00	0.00	0.00	0.00	2.40
5419 PENALTIES	136,672.80	1,763.42	42,908.03	31.39	0.00	93,764.77
5442 CONNECT FEES	16,806.00	120.00	2,940.00	17.49	0.00	13,866.00
5443 SERVICE CHARGE FEE	57,254.40	1,930.57	18,598.62	32.48	0.00	38,655.78
5444 ELECTRIC SALES	4,956,195.60	193,180.29	1,603,552.65	32.35	0.00	3,352,642.95
5447 ELECTRIC MISC. REVENUE	8,748.00	500.00	3,450.00	39.44	0.00	5,298.00
5491 CITY TAX COLLECTED	89,606.00	4,028.45	31,373.99	35.01	0.00	58,232.01
5492 STATE TAX COLLECTED	0.00	5,263.38	35,199.87	0.00	0.00	(35,199.87)
*** REVENUE CATEGORY TOTALS ***	8,164,577.00	342,395.70	2,637,147.63	32.30	0.00	5,527,429.37
FINES & FORFEITURES						
OTHER REVENUES						
5624 CD INTEREST/UTILITY DEPOSITS	7,500.00	0.00	1,510.40	20.14	0.00	5,989.60
5630 MISCELLANEOUS	3,288.00	(40.00)	2,187.99	66.54	0.00	1,100.01
5631 BAD DEBT RECOVERY	1,322.40	0.00	0.00	0.00	0.00	1,322.40
*** REVENUE CATEGORY TOTALS ***	12,110.40	(40.00)	3,698.39	30.54	0.00	8,412.01

REVENUE STATEMENT
AS OF: JANUARY 9TH, 2024206-UTILITY FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

TRANSFER FROM OTHER FUNDS						
*** REVENUE CATEGORY TOTALS ***	0.00	0.00	0.00	0.00	0.00	0.00
OTHER						
*** REVENUE CATEGORY TOTALS ***	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	8,176,687.40	342,355.70	2,640,846.02	32.30	0.00	5,535,841.38
*** END OF REPORT ***						

FINANCIAL SUMMARY
AS OF: JANUARY 9TH, 2024

206-UTILITY FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
TAXES	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	8,164,577.00	342,395.70	2,637,147.63	32.30	0.00	5,527,429.37
OTHER REVENUES	12,110.40	(40.00)	3,698.39	30.54	0.00	8,412.01
TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	8,176,687.40	342,355.70	2,640,846.02	32.30	0.00	5,535,841.38
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EXPENDITURE SUMMARY						
90 - WATER	91,664.92	147.00	31,518.09	35.73	1,230.00	58,916.83
91 - SEWER	382,784.26	2,835.33	71,774.12	19.27	1,971.20	309,038.94
94 - DISTRIBUTION & COLLE	935,569.18	22,784.49	313,845.67	34.83	11,981.88	609,741.63
95 - CONTRACTS	5,248,468.86	13,761.59	756,451.49	14.41	0.00	4,492,017.37
96 - ELECTRIC	897,844.53	11,304.94	243,052.30	34.84	69,725.01	585,067.22
99- NON DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
00 - NON DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	7,556,331.75	50,833.35	1,416,641.67	19.87	84,908.09	6,054,781.99
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*** END OF REPORT ***						

REVENUE STATEMENT
AS OF: JANUARY 9TH, 2024

700-EMS
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>TAXES</u>						
<u>LICENSE & PERMITS</u>						
<u>CHARGES FOR SERVICES</u>						
5408 GRAYSON COUNTY SUBSIDY	455,400.00	37,167.00	152,751.00	33.54	0.00	302,649.00
5409 COLLINSVILLE SUBSIDY	54,996.00	4,582.98	18,331.92	33.33	0.00	36,664.08
5412 SADLER SUBSIDY	24,028.00	833.33	5,702.62	23.73	0.00	18,325.38
5413 SOUTHMAYD SUBSIDY	28,432.00	2,369.30	7,107.90	25.00	0.00	21,324.10
5420 MEDICARE	175,000.00	0.00	57,429.07	32.82	0.00	117,570.93
5441 MEDICAID	0.00	0.00	640.92	0.00	0.00	(640.92)
5442 PRIVATE INSURANCE	300,000.00	0.00	87,087.05	29.03	0.00	212,912.95
5443 PRIVATE PAY	35,000.00	0.00	13,418.77	38.34	0.00	21,581.23
5444 TRANSFERS	647,132.78	0.00	0.00	0.00	0.00	647,132.78
5447 ISD	7,500.00	0.00	0.00	0.00	0.00	7,500.00
*** REVENUE CATEGORY TOTALS ***	1,727,488.78	44,952.61	342,469.25	19.82	0.00	1,385,019.53
<u>FINES & FORFEITURES</u>						
<u>OTHER REVENUES</u>						
*** REVENUE CATEGORY TOTALS ***	0.00	0.00	0.00	0.00	0.00	0.00
<u>TRANSFER FROM OTHER FUNDS</u>						
<u>OTHER</u>						
*** TOTAL REVENUES ***	1,727,488.78	44,952.61	342,469.25	19.82	0.00	1,385,019.53
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*** END OF REPORT ***						

FINANCIAL SUMMARY
AS OF: JANUARY 9TH, 2024

700-EMS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
CHARGES FOR SERVICES	1,727,488.78	44,952.61	342,469.25	19.82	0.00	1,385,019.53
OTHER REVENUES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,727,488.78</u>	<u>44,952.61</u>	<u>342,469.25</u>	<u>19.82</u>	<u>0.00</u>	<u>1,385,019.53</u>
EXPENDITURE SUMMARY						
21 - EMS	<u>1,752,488.12</u>	<u>33,657.02</u>	<u>942,713.56</u>	<u>57.98</u>	<u>73,323.40</u>	<u>736,451.16</u>
*** TOTAL EXPENDITURES ***	<u>1,752,488.12</u>	<u>33,657.02</u>	<u>942,713.56</u>	<u>57.98</u>	<u>73,323.40</u>	<u>736,451.16</u>
*** END OF REPORT ***						

Whitesboro PARD November 2023

Youth Recreational Basketball

The deadline for registration for the Youth Recreational Basketball season was Friday, November 3. A scout day was held for registrants on Monday, November 13, and drafts were conducted the following week. Games will begin on Saturday, December 9. Below are preliminary numbers.

Basketball Summary	2023-24	2022-23
Total Players	175	180
Whitesboro	146	139
Callisburg	22	19
Gainesville	7	8
Muenster	0	7
TCS	0	7
Total Teams	22	24
Whitesboro	19	19
Callisburg	2	2
Gainesville	1	1
Muenster	0	1
TCS	0	1
Total games	88	84

Break-Down by Division:

3rd / 4th Boys	2023-24	2022-23
Players	47	54
Teams	6	7
Games	24	21

3rd / 4th Girls	2023-24	2022-23
Players	49	37
Teams	6	5
Games	24	16

5th / 6th Boys	2023-24	2022-23
Players	33	28
Teams	4	4
Games	16	16

5th / 6th Girls	2023-24	2022-23
Players	46	61
Teams	6	8
Games	24	32

Attendance Report

Rentals/Events	286
Karate	99
Senior Game Time	0
Goodtimers Dance	55
City Staff Meeting	85
Misc.	<u>50</u>
Total	660

Upcoming Events

Children's Christmas Workshop – December 2
City Employee Christmas Luncheon – December 8
Youth Basketball Games – beginning December 9

Whitesboro PARD

December 2023

Youth Recreational Basketball

Games for the Youth Recreational basketball league began on Saturday, December 9. The boys' and girls' divisions for 3rd and 4th grades play their games at the Whitesboro Intermediate School Gymnasium. The 5th and 6th grade boys' and girls' divisions play their games at the Hayes Primary School Gymnasium.

Games were played on December 9 and 16. No games were played during the holiday break, but games will resume on Saturday, January 6 and continue through February 10.

Children's Christmas Workshop

The PARD hosted its Annual Children's Christmas Workshop on Saturday, December 2, 2023. There were 35 kids that attended, and six staff members that worked the event. Participants made a gift, a decoration, played games, enjoyed lunch, and sang Christmas songs. This is a popular opportunity for a holiday activity.

Godwin Park Playground

Staff members spent considerable time in research and options for the Godwin Park Playground. The original design/development company submitted their quotes for two options of repair for the existing playground. Staff members will further investigate the opportunities and present a report regarding the current circumstances to the City Council in January.

Attendance Report

Rentals/Events	234
PARD Events	381
Karate	105
Senior Game Time	0
Goodtimers Dance	73
City Staff Meeting	85
Misc.	<u>25</u>
Total	903

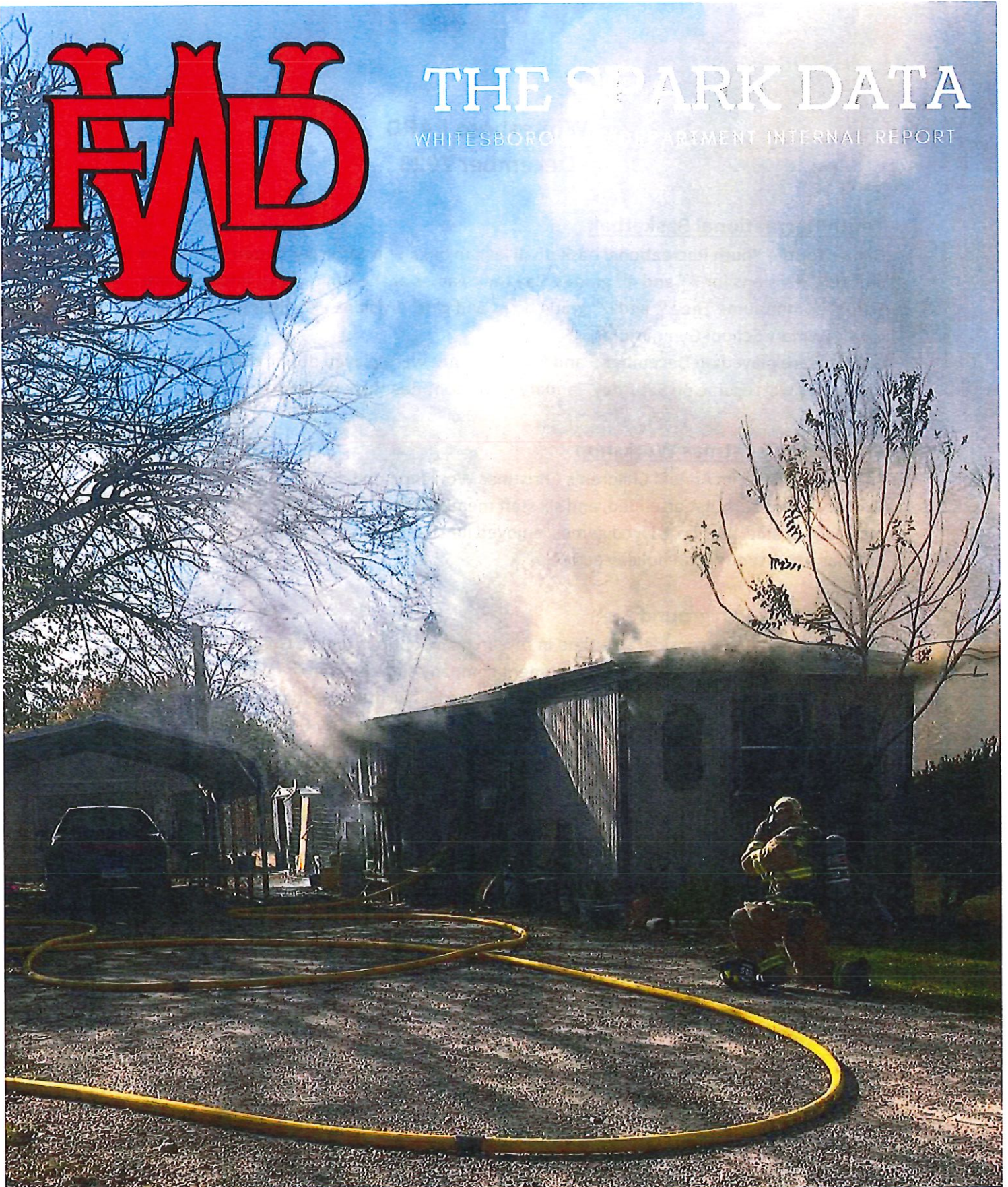
Upcoming Events

Youth Basketball Games will be held on Saturdays in January.
Baseball/Softball/TeeBall registration begins January 2.



THE SPARK DATA

WHITESBORO FIRE DEPARTMENT INTERNAL REPORT

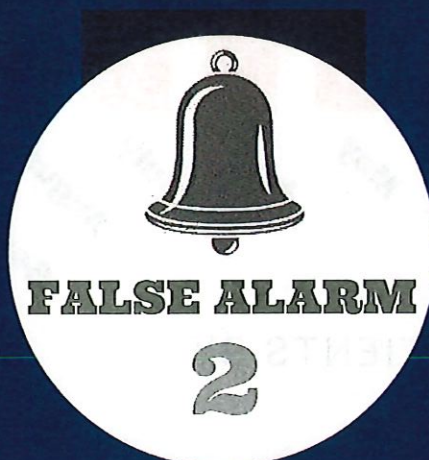


DECEMBER 2023

270

TOTAL NUMBER OF INCIDENTS

DECEMBER 2023

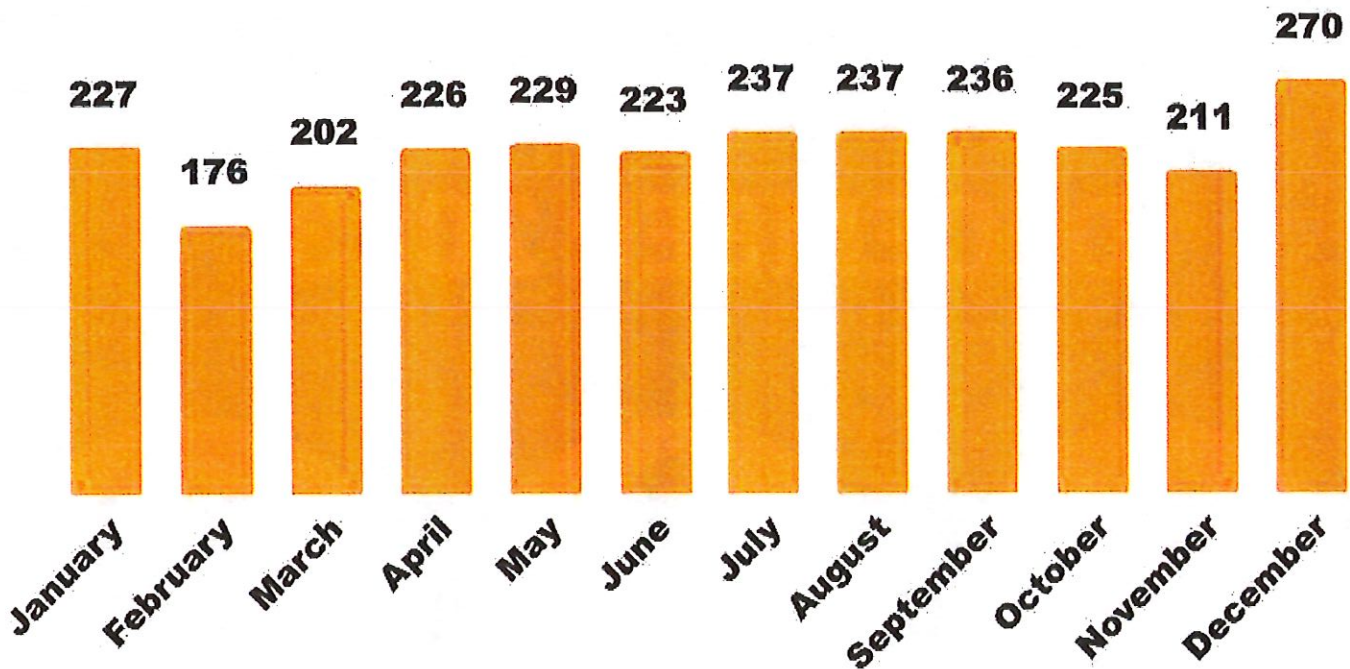


2,699 CALLS YTD

OPERATIONAL DATA

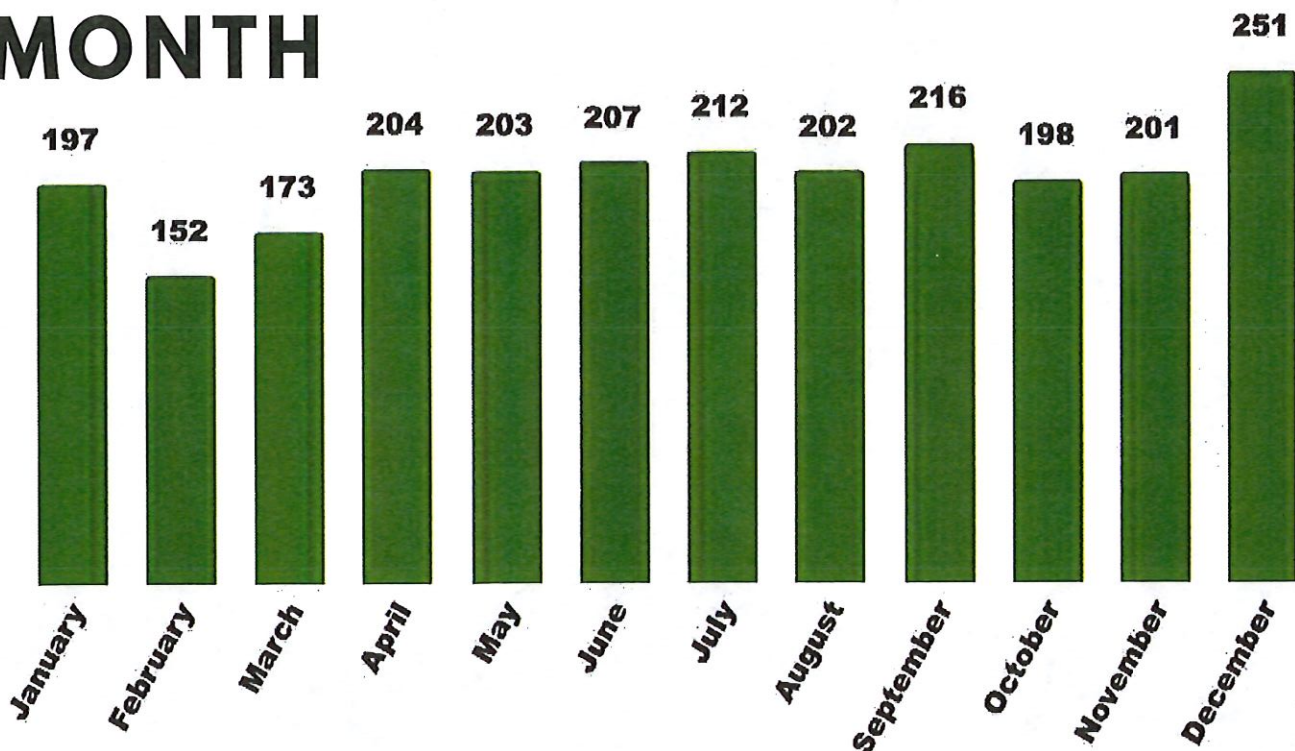
NUMBER OF FIRE DEPARTMENT CALLS BY

MONTH



NUMBER OF EMS PATIENTS BY

MONTH



TOTAL RESPONSE

270

Total Number of Incidents

**AVERAGE NUMBER OF
INCIDENTS PER DAY**

8.71

BREAKDOWN OF INCIDENTS BY TYPE

Building Fires	3
Grass Fires	9
Vehicle Fires	1
Trash/Rubbish Fires	1
Other Type of Fire	0
Motor Vehicle Accidents	29
Emergency Medical	176
Other Type of Rescue	0
Hazardous Conditions	5
Public Service	26
Good Intent	19
False Alarm	1
Severe Weather	0
Special Incident Type	0

EMERGENCY MEDICAL SERVICES

BREAKDOWN BY LOCATION

Collinsville City	19
Collinsville County	12
Denison City	0
Gordonville	21
Gunter City	0
Gunter County	0
Howe City	0
Howe County	0
Pottsboro County	0
Sadler City	9
Sadler County	12
Sherman City	0
Sherman County	0
Sherwood Shores	27
Southmayd City	6
Southmayd County	9
Tioga City	1
Tioga County	0
Whitesboro City	98
Whitesboro County	37

251

Total Number of EMS Patients

BREAKDOWN OF PATIENT CONTACTS

Transports	136
Treatment/No Transport	11
No Treatment/No Transport	51
Public Assist /Welfare Check	17
Emergency Standby	0
Cancelled	33
DOS	1
Non-emergency Standby	1
Flown by Careflight	1
Flown by PHI	0
Flown by Air Evac	0

Mutual Aid Requested	1
Mutual Aid Provided	1

EM 10 1 2 3 4 5 6 7 8 9 10 11 12

WHITESBORO FIRE/EMS 911 CALLS BY ZONE FY2024													
Zone	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Collinsville City	16	21	19										56
Collinsville County	5	2	12										19
Cooke County	0	0	0										0
Denison City	0	1	0										1
Denison County	0	0	0										0
Gordonville	9	11	21										41
Gunter City	0	0	0										0
Gunter County	0	0	0										0
Howe City	0	0	0										0
Howe County	0	0	0										0
Marshall County OK	0	0	0										0
Other Grayson County	0	0	0										0
Pottsboro City	0	0	0										0
Pottsboro County	0	1	0										1
Sadler City	6	4	9										19
Sadler County	7	8	12										27
Sherman City	0	0	0										0
Sherman County	0	1	0										1
Sherwood Shores	20	21	27										68
Southmayd City	9	3	6										18
Southmayd County	14	4	9										27
Tioga City	2	2	1										5
Tioga County	1	0	0										1
Whitesboro City	75	67	98										240
Whitesboro County	34	55	37										126
Monthly Totals	198	201	251	0	0	0	0	0	0	0	0	0	650
EMS MA Requested	0	0	1										1
EMS MA Provided	3	2	1										6

EMS DATA

Transport by Medical Helicopter												
CareFlight	0	1	1									2
AirEvac	0	0	0									0
PHL	0	0	0									0

Response Times												
Avg Shoot Time	1:00	0:57	1:00									0:59
A Shift	1:09	1:12	1:06									1:09
B Shift	1:06	0:56	0:56									0:59
C Shift	0:48	0:47	0:54									0:49

Avg Response Time ALL	7:59	7:53	8:11									8:01
Collinsville City	7:52	8:43	9:33									8:42
Collinsville County	11:53	10:12	12:19									11:28
Gordonville	11:20	15:24	12:55									13:13
Sadler City	11:00	8:35	8:42									9:25
Sadler County	10:00	8:14	9:47									9:20
Sherwood Shores	17:50	17:37	16:06									17:11
Southmayd City	11:45	11:16	11:23									11:28
Southmayd County	10:30	10:11	12:53									11:11
Tioga City	12:06	14:07	N/A									13:06
Whitesboro City	3:18	3:47	3:49									3:38
Whitesboro County	8:14	6:26	6:54									7:11

Avg Scene Time (Txps)	14:58	12:21	14:19									13:52
A Shift	18:24	14:08	14:28									15:40
B Shift	13:40	11:48	12:48									12:45
C Shift	13:11	11:46	15:36									13:31

Patient Contacts												
Transports	83	100	136									319
Treatment/No Txp	4	2	11									17
No Treatment/No Txp	70	34	51									155
Public Assist	1	23	17									41
Standby	6	2	1									9
Cancelled	32	36	33									101
DOS	2	3	1									6

Transport %	42%	50%	54%									49%
Refusal/Non Txp %	37%	18%	20%									25%
Other Disposition %	21%	32%	26%									26%

Billing Information October - December 2023

Total NET Revenue All Billing	\$203,477.88
Total NET Revenue All Subsidies	\$137,328.93
Total NET Revenue (Subsidies + Billing)	\$214,671.98

Items of Interest

- The toy drive concluded the first week of December and everything is ready to be passed out at Saturday (12/9) morning's Ministerial Alliance food and toy distribution. This project is led by Lieutenant Michael Parish!
- We had a mobile Emergency Vehicle Tech (EVT) in town that performed some warranty work on Engine 236 and also made some repairs to Engine 237. He is expected to return January 15th with parts that were ordered.
- Both front line ambulances received preventative maintenance services at Glenn Polk in Gainesville. Everything is working great!
- On Wednesday, (12/6) crews battled a 1 alarm structure fire on North Ave. This was an AWESOME team effort between Fire, EMS, Police, Dispatch, Streets, Water, Electric, Animal Control, etc. Quick response times on this fire are a direct result of the leadership from our City management team and Council seeing the need for paid staff during the day. The engine was on scene in less than 3 minutes from the first 911 call.
- This week, Whitesboro Paramedics Rustin Reedy, Cody Clemons, and Division Chief Stephen Wilcox attended a Field Training Officer Development class hosted by Best EMS in Dallas, Texas.
- The EMS cart was ordered after council approval. It will go to paint (Whitesboro Red) and then final assembly. We hope to have it in 4 weeks or so.
- Michael De Piazza, Levi McDowell, and Cody Keller passed their National Registry Paramedic exam.
- Wyatt Rupert passed his National Registry EMT exam.
- In the early morning hours of 12/30 the fire department responded to a structure fire at the Brook Hollow Apartments off Highway 82. A resident was smoking a cigarette, fell asleep and caught his mattress on fire. The quick actions of Whitesboro police officer Lew Hatch slowed the growth of the fire until fire department units could arrive to fully extinguish the mattress. Luckily, damage was limited.

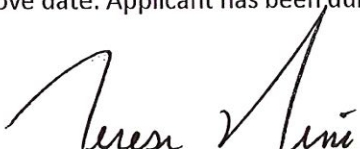
Applicant: Kyle & Christie Maxwell
Business Name: Maxwell's Table
Project: Resurface existing concrete floors
Date Submitted: 12-29-23
Contact Number: 760-680-5998

Eligible Application

Yes Located within the designated district of Whitesboro
Yes Will this project preserve or enhance the historic character
Yes Does this project comply with all local, state, and federal regulations
Yes Is the project proposal a clear and viable project
Yes Is the Application complete
Yes Did the applicant apply for a Fee Waiver
1-16-24 Date of the Council review

Notes:

This application has been reviewed by the City Secretary and deemed eligible for council review on the above date. Applicant has been duly notified of the date for the council review.


Teresa Niño, City Secretary

1-4-24
Date



Downtown Building Improvement Grant Fee Waiver Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant.

The Fee Waiver Incentive provides a waiver from City fees for building owners and developers of new construction, expansion, or renovation in the downtown district.

(If you are also applying for the Downtown Building Improvement Grant, you may skip to step V, as this form will serve as an addendum to that application.)

I. Applicant Information

1. Applicant(s) name: Kyle & Christie Maxwell (Maxwell's Table)
Mailing address: 431 Marenck Dr.
City: Sadler State: TX Zip: 76264
2. Applicant's daytime telephone number: 760-680-5998
E-mail address: maxtable2022@gmail.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership: 2+ years
Date purchased: 9-2028

II. Property Information

1. Address of property to be improved: 113 E Main St
2. Legal description of subject property:
G-1041 - Ritchey William A-G1041, 50.34x122

3. Grayson County Tax Assessor Parcel Number(s):
R169973
4. Year built: pre 1900 Square footage: Approx 4,000 sq ft
6. What are the current types of businesses or other uses occupying the building?
Current buildout in progress for Maxwell's restaurant
7. Name and phone number of tenant(s), if applicable: Kyle-760-690-5998
Christie 760-559-5878
(Attach additional names/numbers, if needed)
8. Use of building after construction: Restaurant
9. Number of parking spaces provided: City provided Proposed: _____ Total: _____
10. Current zoning: DT (Downtown Business District)
11. Is a zoning amendment required? Yes ___ No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: Resurface existing concrete floors in restaurant seating (front of house) and kitchen/ washroom area

This process will preserve the integrity of the existing concrete floors and provide safe and cleanable surface

The kitchen will have a nonslip surface to provide safety for kitchen employees

☒ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be retained once the project is completed?

5 Full-time positions 5 Part-time positions

3. How many new positions will result from this project?

5 Full-time positions

5 Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

Lonestar Spray Foam - 903-819-7419

Amount: \$7,750^{xx}

2. Name/company and phone number of second contractor (if obtained):

Ralph Orr Construction - 760-680-9136

Amount: \$2,550^{xx}

3. Additional estimates/comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$10,300.00

4. Estimated completion date for your improvements? 2-5-2024

V. Agreement of Applicant and Property Owner

I/We, Kyle & Christie Maxwell, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by

reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Christie Maxwell
Applicant or Authorized Agent of Applicant

VI. Consent of the Owner to the Use and Disclosure of Information

I/We, Kyle & Christie Maxwell, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

12-29-2023
Date

Kyle & Christie Maxwell
Signature of Owner(s)
Kyle Maxwell



Downtown Building Improvement Grant Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, if available.

I. Applicant Information

1. Applicant(s) name: Kyle & Chrishe Maxwell (Maxwell's Table)
Mailing address: 431 Maverick Dr.
City: Sadler State: Tx Zip: 76264
2. Applicant's daytime telephone number: 760-680-5998
E-mail address: maxtable2022@gmail.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership: 2+ years
Date purchased: 9-2021

II. Property Information

1. Address of property to be improved: _____
2. Legal description of subject property:
G-1041- Ritchey William A-G1041, 50.34x122
3. Grayson County Tax Assessor Parcel Number(s):
R169973
4. Year built: pre 1900 Square footage: Approx 4,000 sq ft

6. What are the current types of businesses or other uses occupying the building?
Current buildout in progress for Maxwell's restaurant
7. Name and phone number of tenant(s), if applicable: Kyle - 760-680-5998
Christie 760-559-5878
 (Attach additional names/numbers, if needed)
8. Use of building after construction: Restaurant
9. Number of parking spaces provided: City provided Proposed: Total:
10. Current zoning: DT (Downtown Business District)
11. Is a zoning amendment required? Yes No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: Resurface existing concrete floors in restaurant seating (front of house) and Kitchen/wash room area.

This process will preserve the integrity of the existing concrete floors and provide safe and cleanable surface.

The kitchen will have a non slip surface to provide safety for kitchen employees.

☐ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be retained once the project is completed?
5 Full-time positions 5 Part-time positions
3. How many new positions will result from this project?
5 Full-time positions 5 Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

LoneStar Spray Foam - 903-819-7419

Amount: 7,750^{xx}

2. Name/company and phone number of second contractor (if obtained):

Ralph Orr Construction 760-680-9136

Amount: 2,550^{xx}

3. Additional estimates/comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: 10,300.00

4. Estimated completion date for your improvements? 2-5-2024

VI. Fee Waiver Request

1. Are you also requesting a fee waiver consideration for this project? Yes

VII. Agreement of Applicant and Property Owner

I/We, Kyle & Christie Maxwell, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

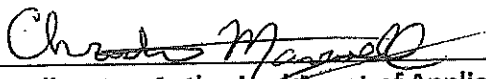
I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under

the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

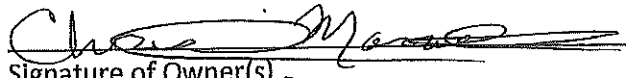
I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.


Applicant or Authorized Agent of Applicant

VIII. Consent of the Owner to the Use and Disclosure of Information

I/We, Kyle & Christie Maxwell, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

12-29-2023
Date


Signature of Owner(s)
Kyle Maxwell

invoice

FROM

Ralph Orr Construction
3011 Arrowhead Dr
Pinon Hills, CA 92372
Email: ralpheorr55@gmail.com

INVOICE #

Estimate - 78

INVOICE DATE

12/21/2023

BILL TO

Maxwell's Table (Kyle & Christie)
113 E. Main St
Whitesboro, TX 76

DESCRIPTION	AMOUNT
Cut concrete between east and west side dining rooms and set 2% slope for ADA compliance. Grind and set slope around power wall as well as entrances and exits.	2,550.00

TOTAL	\$2,550.00
--------------	-------------------

TERMS & CONDITIONS

Payment is due within 15 days

ESTIMATE



Lonestar Spray Foam

398 Tamplen Rd
Whitesboro, Tx 903-819-7419
Email: bk_helms@yahoo.com

Prepared For

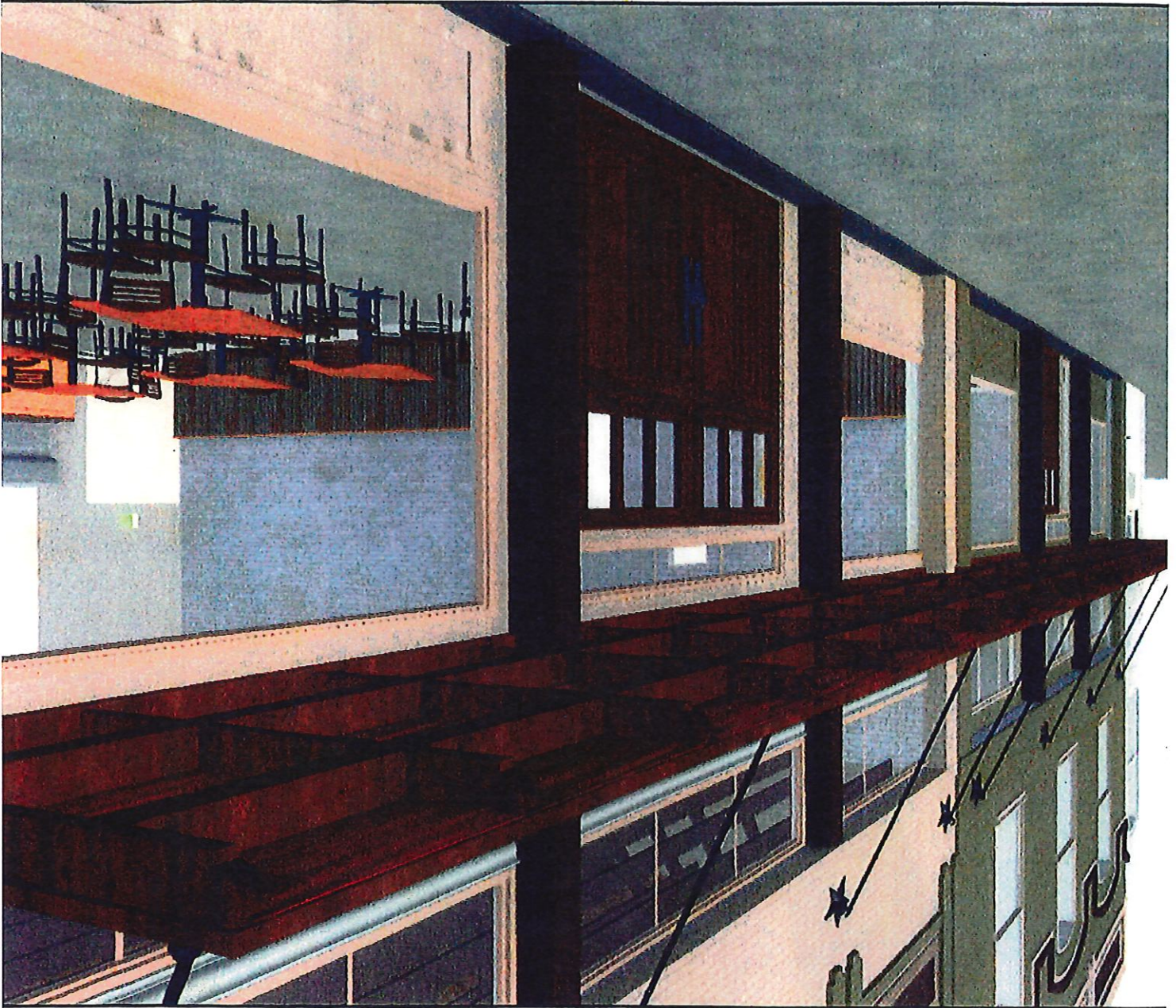
Maxwell On main St

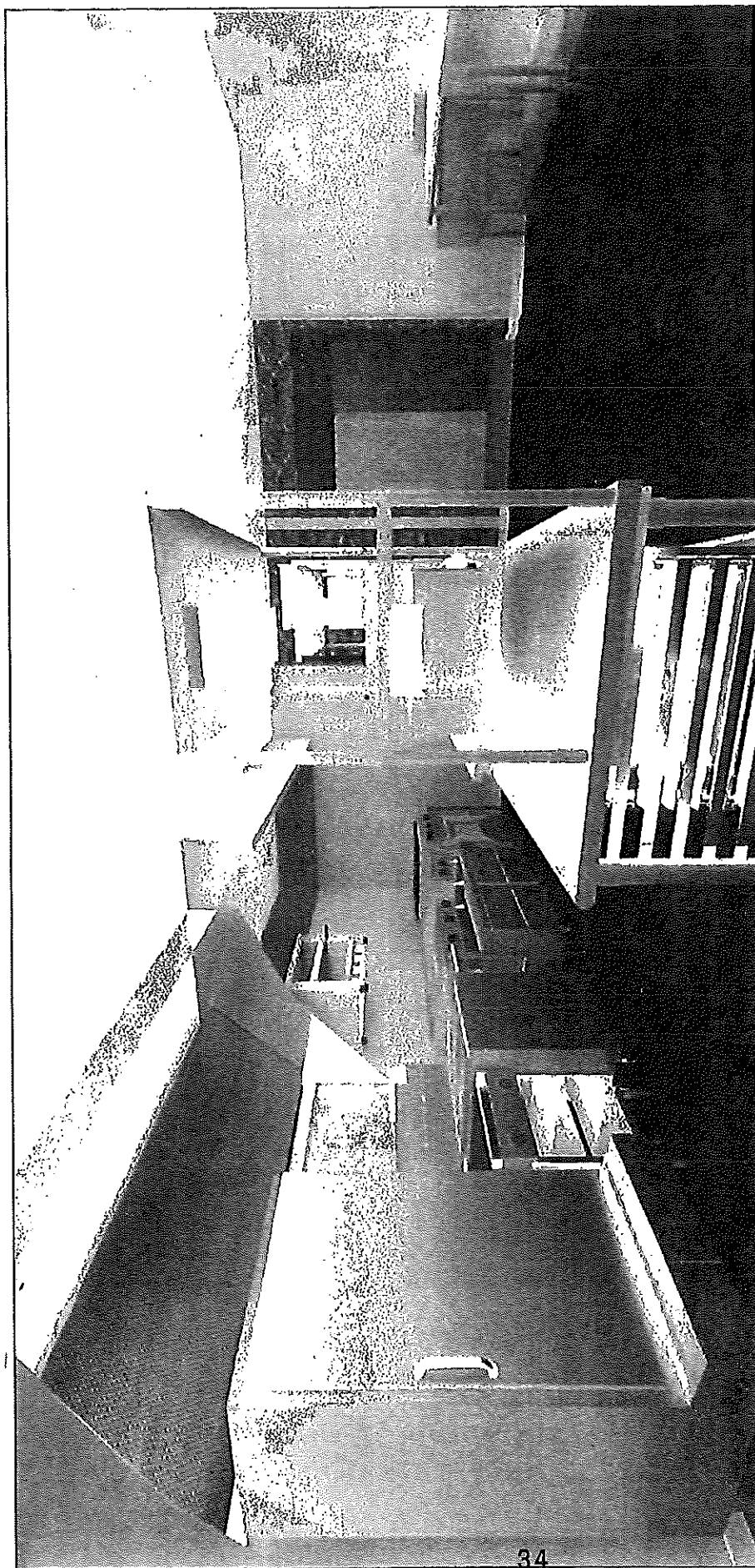
Estimate # 41

Date 12/28/2023

Description	Total
Sand and Seal	\$2,000.00
Sand dining area and lay sealer.	
Epoxy	\$3,350.00
Med gray epoxy in kitchen	
Epoxy	\$2,400.00
Lay epoxy in dish washing room	
Subtotal	\$7,750.00
Total	\$7,750.00

113 E. Main Street Proposed





Maxwell's 113 E. Main Street Whitesboro, TX



Maxwell's 113 E. Main Street Whitesboro, TX



Maxwell's 113 E. Main Street Whitesboro, TX

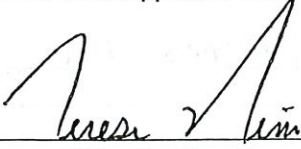
Applicant: Laura Cook
Business Name: Cooks Main Street Mercantile
Project: Beautify exterior awning, doors and windows
Date Submitted: 1-8-24
Contact Number: 903-271-7954

Eligible Application

Yes Located within the designated district of Whitesboro
Yes Will this project preserve or enhance the historic character
Yes Does this project comply with all local, state, and federal regulations
Yes Is the project proposal a clear and viable project
Yes Is the Application complete
Yes Did the applicant apply for a Fee Waiver
1-16-24 Date of the Council review

Notes:

This application has been reviewed by the City Secretary and deemed eligible for council review on the above date. Applicant has been duly notified of the date for the council review.



Teresa Niño, City Secretary

1-9-24

Date



Downtown Building Improvement Grant Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, if available.

I. Applicant Information

1. Applicant(s) name: Laura Cook (Cooks Main Street Mercantile)
Mailing address: 142 East Main Street
City: Whitesboro State: Texas Zip: 76273
2. Applicant's daytime telephone number: 903-271-7954
E-mail address: cooksmercantile@yahoo.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership: 10 years
Date purchased: April 25, 2013

II. Property Information

1. Address of property to be improved: 142 East Main Street, Whitesboro
2. Legal description of subject property:
G-1042 Ritchey William A-G1042, Acres .251
3. Grayson County Tax Assessor Parcel Number(s):
R 170003 Owner ID 00612708
4. Year built: 1903 ? Square footage: 10,935

6. What are the current types of businesses or other uses occupying the building?

Retail / Antique Store
MUSIC Venue / Party Rental

7. Name and phone number of tenant(s), if applicable: _____

(Attach additional names/numbers, if needed)

8. Use of building after construction: Same - Retail / Antique
Store / Music Venue / Rental Space

9. Number of parking spaces provided: None Proposed: _____ Total: _____

10. Current zoning: Commercial

11. Is a zoning amendment required? Yes ___ No ☒

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: Beautify + Improve but keep Vintage
charature by using tin to replace wood above
awning. Replace or fix existing boards in
front and paint, chalk + 3 garage doors on
side + Back of store + paint back door.
Possible new sign if funds are available.
Replace wood or cave back windows in alley.

☐ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be retained once the project is completed?

_____ Full-time positions 4 Part-time positions

3. How many new positions will result from this project?

_____ Full-time positions 5 Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

Billy Golden / Independent Contractor
903-818-9158

Amount: 6,000.

2. Name/company and phone number of second contractor (if obtained):

Amount: _____

3. Additional estimates/comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$6,000.

4. Estimated completion date for your improvements? 2 - 4 weeks from Start

VI. Fee Waiver Request

1. Are you also requesting a fee waiver consideration for this project? yes

VII. Agreement of Applicant and Property Owner

I/We, Laura Cook, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under

the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Laura Cook
Applicant or Authorized Agent of Applicant

VIII. Consent of the Owner to the Use and Disclosure of Information

I/We, Laura Cook, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

1-5-2024
Date

Laura Cook
Signature of Owner(s)



Downtown Building Improvement Grant **Fee Waiver** Application

The information requested below will be used to process your application under the terms and conditions of the City of Whitesboro's Downtown Building Improvement Grant.

The Fee Waiver Incentive provides a waiver from City fees for building owners and developers of new construction, expansion, or renovation in the downtown district.

(If you are also applying for the Downtown Building Improvement Grant, you may skip to step V, as this form will serve as an addendum to that application.)

I. Applicant Information

1. Applicant(s) name: Laura Cook (Cook's Main Street Mercantile)
Mailing address: 142 East Main
City: Whitesboro State: Texas Zip: 76273
2. Applicant's daytime telephone number: 903-271-7954
E-mail address: cooksmercantile@yahoo.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership: 10 yrs
Date purchased: April 25, 2013

II. Property Information

1. Address of property to be improved: 142 East Main, Whitesboro
2. Legal description of subject property:
G-1042 Ritchey William A-G1042, Acres .251

3. Grayson County Tax Assessor Parcel Number(s):
R 170003 owner ID 00612708
4. Year built: 1903? Square footage: 10,935
6. What are the current types of businesses or other uses occupying the building?
Retail / Antique Store
Music Venue / Party Rental
7. Name and phone number of tenant(s), if applicable: _____
 (Attach additional names/numbers, if needed)
8. Use of building after construction: Same
9. Number of parking spaces provided: None Proposed: _____ Total: _____
10. Current zoning: Commercial
11. Is a zoning amendment required? Yes ___ No ✓

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans if possible.

Description: Beautify & Improve but keep Vintage
character by using tin to replace wood
above awning. Replace, fix & chalk needed
wood in front of store. Paint 3 garage
doors on side & back of store. Paint
back door & replace wood

☐ Designs Attached

☐ "Before" Picture(s) Attached

2. How many jobs will be retained once the project is completed?

_____ Full-time positions

4 Part-time positions

3. How many **new positions** will result from this project?

_____ Full-time positions 7 5 Part-time positions

IV. Work Estimates

Please attach independent contractor estimates for the proposed improvements. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/company and phone number of preferred contractor:

Billy Golden / Independent Contractor

Amount: 6,000.

2. Name/company and phone number of second contractor (if obtained):

Amount: _____

3. Additional estimates/comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$ 6,000.

4. Estimated completion date for your improvements? 2-4 weeks

V. Agreement of Applicant and Property Owner

I/We, Laura Cook, of the City of Whitesboro, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Whitesboro Downtown Building Improvement Grant Program. In exchange for the City of Whitesboro's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Whitesboro employees and agents to perform inspections of my/our property if granted funds under the City of Whitesboro Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Whitesboro Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by

reference, if granted funds under the Program. I agree that the City of Whitesboro is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Whitesboro, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Whitesboro and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Laura Cook
Applicant or Authorized Agent of Applicant

VI. Consent of the Owner to the Use and Disclosure of Information

I/We, Laura Cook, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Whitesboro, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)

1-5-2024
Date

Laura Cook
Signature of Owner(s)

General Description of the Improvements

Parcel A's improvements consist of an Average to Low Quality Class C, Retail Building of brick construction with a concrete slab foundation, and Thermoprene® roof containing approximately 10,878 square feet of gross building area. The interior finish consists concrete floors, unfinished ceiling in the rear and acoustic ceiling tiles in the front area, and HVAC in the retail area. The electrical system was updated about six years ago and the roof was replaced in 2004. A sketch of the subject improvements is presented below:

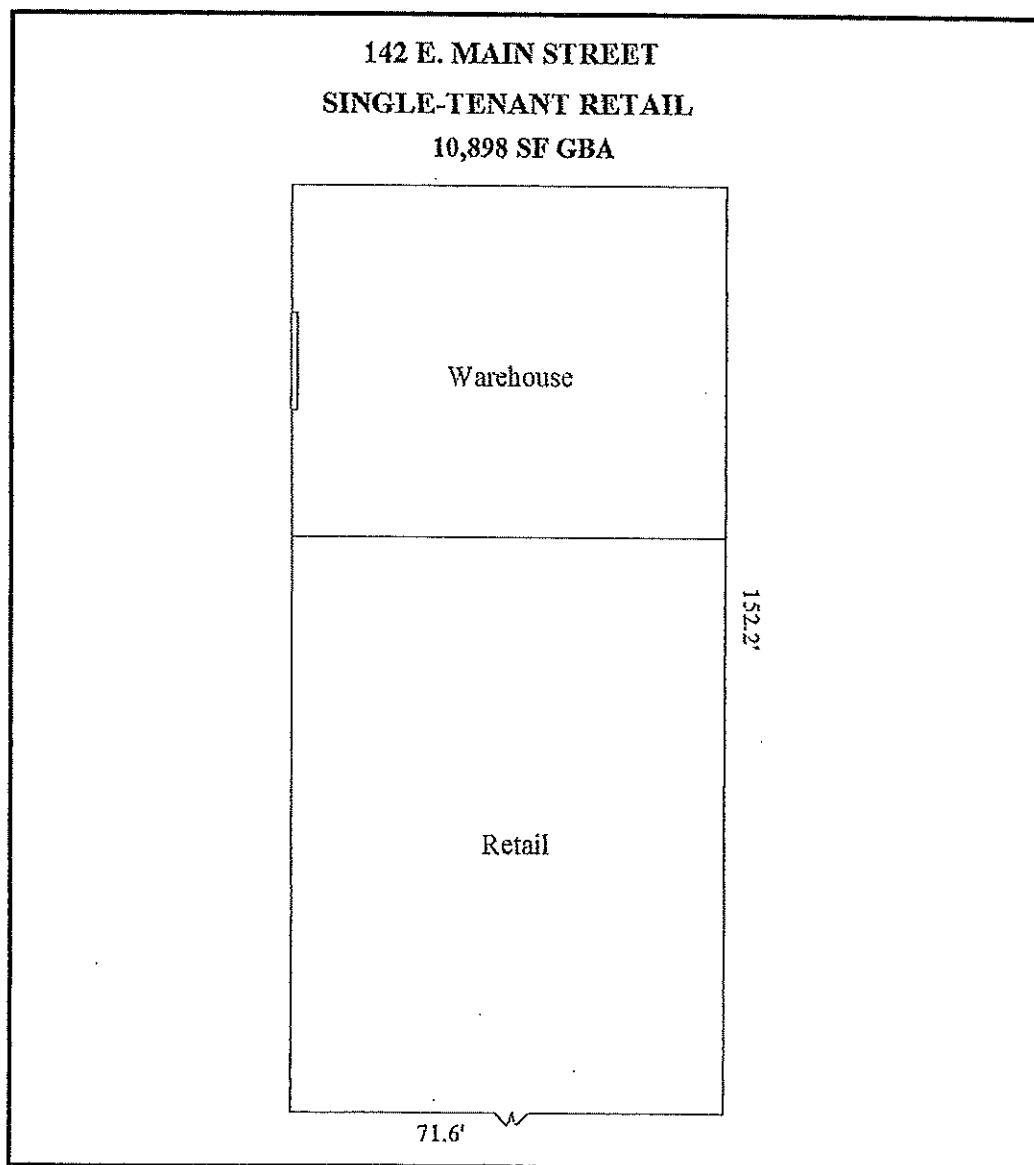


EXHIBIT A

All that certain tract or parcel of land situated in the William Ritchey Survey, Abstract No. 1042, City of Whitesboro, County of Grayson, State of Texas, said tract being all that tract as described in Deed to Dennard's Farm Supply, Inc. dated 10 February 1986 and recorded in Volume 1814, Page 545 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

BEGINNING for the Northeast corner of the tract being described herein at a found "X" in concrete for the Northeast corner of said Dennard's tract (Vol. 1814, Pg. 545), said "X" being in the South line of Main Street and the West line of Collinsville Street;

THENCE South 00 deg. 11'34" East, with the East line of said Dennard's tract and the West line of said Collinsville Street, a distance of 153.89 feet to a found PK nail for the Southeast corner of said Dennard's tract (Vol. 1814, Pg. 545), said nail being in the North line of a 20-foot alley (Common Street);

THENCE South 89 deg. 18'35" West, with the South line of said Dennard's tract (Vol. 1814, Pg. 545) and the North line of said alley, a distance of 70.83 feet to a found PK nail for the Southwest corner of said Dennard's tract (Vol. 1814, Pg. 545) and the Southeast corner of a tract as described to Dennard's Farm Supply, Inc. dated 06 September 1997 and recorded in Volume 2570, Page 731 of said Deed Records;

THENCE North 00 deg. 13'28" West, with the West line of said Dennard's tract (Vol. 1814, Pg. 545) and the East line of said Dennard's tract (Vol. 2570, Pg. 731), a distance of 154.70 feet to a set "X" in concrete for the Northwest corner of said Dennard's tract (Vol. 1814, Pg. 545), said "X" being in the South line of said Main Street;

THENCE North 89 deg. 57'52" East, with the North line of said Dennard's tract (Vol. 1814, Pg. 545) and the South line of said Main Street, a distance of 70.91 feet to the point of beginning and containing 0.251 of an acre of land.

EXHIBIT A

All that certain tract or parcel of land situated in the town of Whitesboro, Grayson County, Texas, and being a part of the survey originally granted to Asa Hartsfield and described as follows:

BEGINNING at the Southeast corner of M.L. Webster's residence lot on the West side of Union Street in the town of Whitesboro;

THENCE South with the West boundary line of said street, 82 feet passing the Northeast corner of Block 1 of the Original Town Plat of Whitesboro, and continuing South in all 96-1/2 feet to a stake for corner;

THENCE West 140 feet to a stake for corner;

THENCE North 96-1/2 feet to the Northwest corner of the Quillen lot;

THENCE East 140 feet to the place of beginning, containing 96-1/2 by 140 feet of land.



Agenda Item: Discussion on the findings of the Request for Information for Self-Supplying Microgrid Solutions performed by OnPoint Energy Partners, Ltd.

Date: January 16, 2024

Prior to my arrival to the City of Whitesboro, the City Council approved the services of OnPoint Energy Partners, Ltd for the purpose of obtaining information regarding supplemental energy solutions. They have prepared their findings for council to review and will present this at the meeting.

Memorandum

To: Members of the Whitesboro City Council
From: Penny Renfro, Director of Parks and Recreation
Date: January 4, 2024
Re: Godwin Playground

In November of 2002, after two years of organization and fundraising, the community of Whitesboro came together to construct a wooden community playground at Godwin Park. It was explained at the time that the expected life-span of the structure was 20 to 25 years. The estimated capacity of the playground is 150 children. The playground was funded with the assistance of a grant from the Texas Parks and Wildlife Department's Small Cities Grant Program of \$50,000. Between this grant, in-kind services of skilled craftsman, donations, and the contributions from the Whitesboro Park Foundation, a total of \$100,468 was reported to the TPWD for expenses. There were 781 volunteers that worked 4,091.75 hours on the construction site itself. This does not include the hours of work by support staff who worked during the building phase in childcare or food service, nor the hours of organizing or fund-raising.

In July of 2011, a portion of the playground was set on fire. In the process of planning repairs, the playground was inspected and, in addition to damage from a fire, was found to be plagued by a breakdown of wood at the ground level. William Jenks, Certified Playground Safety Inspector, reported the following: "The rot and deterioration evident at Godwin Park is not an isolated incident. Information from the Leathers organization indicates this has occurred at several other locations. It appears at ground level of the wood and is not a matter of sealant or maintenance."

In reviewing the specifications and bid for the original material, it was confirmed that **the lumber was treated**. "The grade and quality of lumber must be Dense Select Structural Southern Yellow Pine. The lumber must be pressure treated to a minimum retention level of 40 lbs/cu. Ft. The lumber must also be Kiln Dried After Treatment (KDAT) to a maximum moisture content of 19%. Lumber that meets our specifications will be tagged accordingly. The lumber must be pressure treated with one of the following preservatives: **ACQ Preserve: An arsenic-free alternative to a traditional pressure-treated wood.**" The vendor from which we purchased the lumber signed the bid stating that the material could meet or exceed the specifications. In the investigation of this matter of the deterioration at the ground level, it was agreed by all that we had a unique and very unusual situation. Early in the questioning, there was no one with who I spoke that had seen this issue in a playground that was only nine years old. The longer the investigation went along, we began to find other communities with the same issue who had constructed their projects around the same time as we did.

It was discovered that safety regulations had previously changed to disallow the use of an arsenic chemical product in pressure-treating lumber. During the time of our build, suppliers had

changed to an alternative for this process. After some time, it was determined that the alternative chemical was ineffective and was subsequently replaced by another. The speculation from those that assisted in our study was that our wood had been treated by an ineffective alternative, and we were left with a substandard lumber that deteriorates when exposed to soil and concrete.

In the fall of 2012, the City spent \$45,930.51 in new construction to replace the areas lost to fire and replacement of the deteriorated lumber. This does not include the value of lumber donated by Hixson Lumber Company to replace the original lumber that had deteriorated, nor does it include its transportation costs. The estimated percentage of the area that was addressed in 2012 was 30%.

We are now faced with addressing the continued deterioration in the playground. After much consideration and study by Leathers and Associates, they have submitted pricing for the current renovation of about 30% of the playground. There are basically two options: Leathers turnkey price: \$93,112.80 or Leathers plus three construction workers: \$75,641.50.

Ultimately, after making the current investment, there is still another 25% to 30% of the structure to be renovated. Additionally, it is not known how the efforts to replace the affected support lumber will extend the expected life of the playground. At present, the structure is 21 years old. According to other playground experts, many wood structures have an actual lifespan of 12 to 15 years, leaving one to wonder about the future needs of the playground.

In an effort to consider all of our options, I am exploring replacement costs and regulation constraints. Once we have appropriate information, we will need to decide the following:

- 1) Remove the current compromised area.
- 2) Maintain the current structure, perform the current required renovation, and make plans to schedule the remaining renovation in the next fiscal year.
- 3) Demolish the current structure.
- 4) Replace the current structure with a traditional, but custom-designed, playground that will serve a comparable capacity.



Agenda Item: Godwin Park Playground

Date: January 16, 2024

After considering the current situation with the Community Playground at Godwin Park, the following documents are attached: memo from Parks Director, two quotes for renovation from Leathers and Associates, and sample replacement playground concepts with equal or greater capacity and an estimated value of \$600,000 to \$700,000.

The primary fiscal consideration in making a decision regarding the existing playground is the financial commitment in the neighborhood of \$200,000 over the next 12 to 24 months, and the unknown element of how, if any, this investment impacts the overall lifespan of the wooden structure.

It should be noted that the warranty on a traditional playground is 100 years for steel and 15 years for plastic.



Scope of Services and Proposal
for renovation/maintenance work
at John Pork Memorial Park Leathers Playground

Leathers & Associates, Inc. PO Box 3364 Jupiter, FL 33469-9998 DATE: 12/13/23	City of Whitesboro, TX 111 West Main P.O. Box 340 Whitesboro, Texas 76273
--	--

READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between the City of Whitesboro, TX (Client) and Leathers & Associates, (L&A) for design services and construction services to build a one-of-a-kind playground.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by L&A. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between L&A and the Client.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through 1/13/23.

PO Box 3364
Jupiter, FL 33469-9998
Toll Free 877-564-6464
www.leathersassociates.com

PROJECT GOALS:

To do some renovation and maintenance work on the playground All work will comply with the current ASTM F1487. The project will be completed using a hybrid model between L&A and the client as described below.

SCOPE OF WORK:

General:

This proposal is based on L&A providing design and construction services.

Overview:

Reference original as-built drawings dated 12/5/23. Repair support posts and rotted lumber both for structural integrity and aesthetics.

Individual descriptions:

- **Bull Ride:** Replace post and structure as necessary to properly support structure.
- **Titanic structure:** Replace post and properly support structure.
- **Western Fort Tower:** Repair/replace posts and framing. Properly the support structure.
- **Rubber bridge:** Replace 3 post. Re-build rubber bridge.
- **Tree Fort:** Repair/Replace post. Repair/replace framing and properly support structure.
- **Rocket:** Repair/Replace the rotted lumber. Properly the support structure.

Construction:

Ensure that that the finished work complies with the current version of ASTM F1487 L&A will provide the materials, labor and tools necessary to perform the work unless otherwise specified under Client's responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector. Upon completion, we will perform a final inspection assuring safety compliance.

Safety Surfacing:

Any work regarding the safety surfacing is not included in L&A's scope of work.

Construction period:

- The completion date for the project is estimated for 2024 and will be evaluated and agreed upon by both parties.
- Construction is expected to take approximately two weeks.

L&A responsibilities:

- Develop a strategy to repair the playground based on the information provided by the client.
- Develop a materials list and order the necessary materials for the project.
- Provide onsite construction labor and supervision to ensure everything is built in conformance with the drawings.
- Provide any demo of structure as needed to complete the scope of work.
- Upon completion certify the final work meets ASTM F1487 standards.
- Provide final site cleanup of construction materials.

Client's responsibilities:

- Supplying a liaison from the Client to help coordinate the design and construction process between the Client and L&A
- Obtain any necessary permits if applicable.
- Provide any heavy equipment (skidsteer ect.) to complete the job.
- Provide 3 people to assist L&A's crew to complete the project.
- Provide some of the small tools necessary to complete the project.
- Provide dumpsters to remove all construction materials.
- Provide any temporary fencing if required.
- Accept delivery of some of the materials.
- Complete any site cleanup restoration like grass area outside of playground border.

L&A Fees:

The following is an outline of fees for Leathers & Associates' professional services:

DESIGN & CONSTRUCTION DOCUMENTS PHASE

Pre-construction (Mobilization)	\$3,500
All design work, Project Management/Construction Coordination, and construction documents	
Construction	\$63,141.50
L&A Construction Consultants: Includes all labor and travel expenses & tools to complete the project	
Final inspection	\$1,500
Inspected by L&A's CPSI for safety compliance	
Estimated materials	\$7,500
Shipping cost may increase at the time of delivery	
<u>TOTAL PROJECT COST</u>	\$75,641.50

Payment schedule

Timing	Amount
Upon acceptance of proposal	5% = \$3,782.08
Upon completion of pre-construction phase	10% = \$7,564.15
Eight weeks prior to construction start date	50% = \$37,820.75
Upon substantial completion of construction phase	30% = \$22,692.45
Upon final completion	5% = \$3,782.08

INSURANCE

L&A will carry the following minimum insurance coverages:

- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employer's liability \$1,000,000 each accident
- L&A will name the City of Whitesboro, TX as additional insured under the general liability policy upon receiving a signed contract.

Leathers & Associates, Inc.

Marc Leathers

Title: President

Date _____

City of Whitesboro, TX

Authorized Agent

Title: _____

Date _____



Scope of Services and Proposal
for renovation/maintenance work
at John Pork Memorial Park Leathers Playground

Leathers & Associates, Inc. PO Box 3364 Jupiter, FL 33469-9998 DATE: 12/13/23	City of Whitesboro, TX 111 West Main P.O. Box 340 Whitesboro, Texas 76273
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READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between the City of Whitesboro, TX (Client) and Leathers & Associates, (L&A) for design services and construction services to build a one-of-a-kind playground.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by L&A. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between L&A and the Client.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through 1/13/23.

PO Box 3364
Jupiter, FL 33469-9998
Toll Free 877-564-6464
www.leathersassociates.com

PROJECT GOALS:

To do some renovation and maintenance work on the playground. All work will comply with the current ASTM F1487. The project will be completed by L&A and the client as described below.

SCOPE OF WORK:**General:**

This proposal is based on L&A providing design and construction services.

Overview:

Reference original as-built drawings dated 12/5/23. Repair support posts and rotted lumber both for structural integrity and aesthetics.

Individual descriptions:

- **Bull Ride:** Replace post and structure as necessary to properly support structure.
- **Titanic structure:** Replace post and properly support structure.
- **Western Fort Tower:** Repair/replace posts and framing. Properly support the structure.
- **Rubber bridge:** Replace 3 post. Re-build rubber bridge.
- **Tree Fort:** Repair/Replace post. Repair/replace framing and properly support structure.
- **Rocket:** Repair/Replace the rotted lumber. Properly the support structure.

Construction:

Ensure that that the finished work complies with the current version of ASTM F1487 L&A will provide the materials, labor and tools necessary to perform the work unless otherwise specified under Client's responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector. Upon completion, we will perform a final inspection assuring safety compliance.

Safety Surfacing:

Any work regarding the safety surfacing is not included in L&A's scope of work.

Construction period:

- The completion date for the project is estimated for 2024 and will be evaluated and agreed upon by both parties.
- Construction is expected to take approximately two weeks.

L&A responsibilities:

- Develop a strategy to repair the playground based on the information provided by the client.
- Develop a materials list and order the necessary materials for the project.
- Provide onsite construction labor and supervision to ensure everything is built in conformance with the drawings.
- Provide the tools needed to complete construction.
- Provide dumpsters to remove all construction materials.
- Provide any demo of structure as needed to complete the scope of work.
- Upon completion certify the final work meets ASTM F1487 standards.
- Provide final site cleanup of construction materials.

Client's responsibilities:

- Supplying a liaison from the Client to help coordinate the design and construction process between the Client and L&A
- Obtain any necessary permits if applicable.
- Provide any temporary fencing if required.
- Accept delivery of some of the materials.
- Complete any site cleanup restoration like grass area outside of playground border.

L&A Fees:

The following is an outline of fees for Leathers & Associates' professional services:

DESIGN & CONSTRUCTION DOCUMENTS PHASE

Pre-construction	\$3,500
All design work, Project Management/Construction Coordination, and construction documents	
Construction	\$80,612.80
L&A Construction Consultants: Includes all labor and travel expenses & tools to complete the project	
Final inspection	\$1,500
Inspected by L&A's CPSI for safety compliance	
Estimated materials	\$7,500
Shipping cost may increase at the time of delivery	
<u>TOTAL PROJECT COST</u>	\$93,112.80

Payment schedule

Timing	Amount
Upon acceptance of proposal	5% = \$6,655.64
Upon completion of pre-construction phase	10% = \$9,311.28
Eight weeks prior to construction start date	50% = \$46,556.40
Upon substantial completion of construction phase	30% = \$27,933.84
Upon final completion	5% = \$4,655.64

INSURANCE

L&A will carry the following minimum insurance coverages:

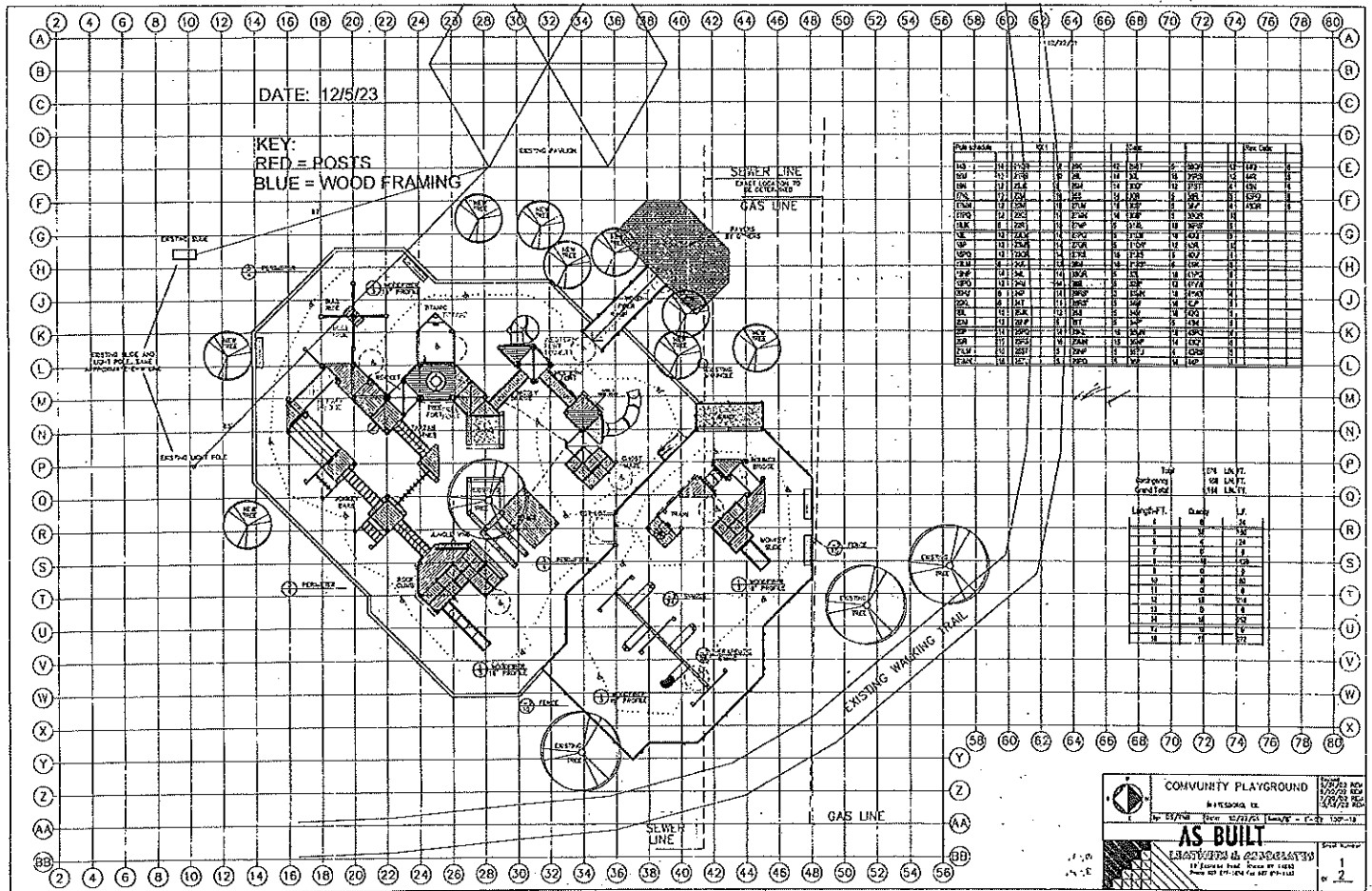
- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employer's liability \$1,000,000 each accident
- L&A will name the City of Whitesboro, TX as additional insured under the general liability policy upon receiving a signed contract.

Leathers & Associates, Inc.

_____ Title: President _____ Date _____
Marc Leathers

City of Whitesboro, TX

_____ Title: _____ Date _____
Authorized Agent





Brought to you by your local representative:

Colors:

Posts: Silver
Accents: Lime
Roto-Plastic: Blue - Lime
HDPE-Plastic: Lime / Black

Henderson®
Providing Playground Fun

Model No. L05913R0



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Agenda Item: Discuss, consider and possible action on authorizing the city secretary to consolidate, add, close, and change the City Bank accounts.

Date: January 16, 2024

In the course of researching the accounts receivables portion of the budget, I learned the finances are skewed. Typically, the Financial Software System, Incode, will have "Funds" set up for each bank account. There are times when the funds are in a pooled account in the bank but are shown separately in Incode. This is usually done between the General Fund and Utility Funds. There are some funds that this is not best practices or recommended. Most cities will align their budget with the Incode software to allow for easier understanding and creation of a budget. This cannot be done with the current set up of the City of Whitesboro financing.

The City Secretary and I have reviewed the bank account set up versus the Incode setup and have some recommended changes. They are attached for your review. Due to the increase of allotted interest rates with TexPool, we recommend the accounts that are not routinely used for operations be moved to a TexPool account. These accounts would be: the General Fund CIP, City of Whitesboro PEG Fees, Special Revenue Fund, and possibly the Municipal Court Funds and the Preservation and Tourism Fund.

City of Whitesboro Bank Accounts:

Current Set Up:

Simmons Bank – This account is closing; it is where the Medicaid money goes that should be in the General Fund once we get it changed over to cover EMS Expenses.

City of Whitesboro (606-1000)

*This account receives deposits from:

- The Municipal Court Security
- The Municipal Court Technology
- The Library Donations (Passports)
- Any Federal/State/County Reimbursements (PD Training)
- Police Forfeiture Funds
- Godwin Park Funds
- Preservation & Tourism Funds
- Sullivan House Funds

Police Seizure (390-1001)

- Money seized by PD during the arrest of an individual that is held until the courts release it to the city. Then it moves over to the Forfeiture fund.

Capital Improvements (106-1115)

- General Fund Capital Improvements – large projects.

City of Whitesboro PEG Fees (407-1110)

- These fees are from the Cable Franchise money – it must be used for technology and communications

4U Credit Union

Texpool – Utilities (206-1125)

- Capital Improvements for Utility projects

Texpool – TW2020-1 (806-1128)

- I & S Fund in Incode – but actually it is the bond money received for a time warrant that was sold for the TWDB, I believe.

Proposed Set Up:

Simmons Bank – This account is closing; it is where the Medicaid money goes that should be in the General Fund once we get it changed over to cover EMS Expenses.

City of Whitesboro (606-1000)

*This account receives deposits from:

The Library Donations (Passports) – delete this Fund in Incode and create a line item for passports in the General Fund Receivables.

Police Forfeiture Funds

Utility Payments & Fees

Taxes, Fees, License & Permits, etc

EMS Payments

Police Seizure (390-1001)

- Money seized by PD during the arrest of an individual that is held until the courts release it to the city. Then it moves over to the Forfeiture fund.

Capital Improvements (106-1115)

- General Fund Capital Improvements – large projects. This would be made up of any balance left at the end of the year from the budget above a four month operating capital.

City of Whitesboro PEG Fees (407-1110)

- These fees are from the Cable Franchise money – it must be used for technology and communications

4U Credit Union

Texpool – Utilities (206-1125)

- Capital Improvements for Utility projects

Texpool – TW2020-1 (806-1128)

- I & S Fund in Incode – but actually it is the bond money received for a time warrant that was sold for the TWDB, I believe. **Change the name to Utility Special Revenue**

Create the following:

Preservation & Tourism Fund

Municipal Court Fund – to include Security, Technology, Truancy, and Jury receivables

Special Revenue Fund – to include all Federal/State/County grants, Foundation Grants, Bonds, true Donations, etc.



Agenda Item: Discussion only on amending the Fiscal Year 2023-2024 Budget.

Date: January 16, 2024

There have been several discussions on a budget amendment over the last couple of months. I am proposing two amendments this year, with this one being the first one. This amendment focuses on the format of the budget including the changes, additions, and deletions of line items. I have provided a document that outlines these changes and the budget with the changes already made. I did include all the funds that are shown in the Incode software. The issue is these funds do not match the bank accounts. For instance, the Municipal Court Technology Fund is a separate Fund in Incode; therefore, it should be a separate fund in the budget. However, the revenue captured each year is shown in the General Fund Revenue as a line item. At the end of the year, it is transferred to the Court Technology Fund in Incode. However, the actual physical money for this fund is in the pooled bank account. Due to this, at first glance it appears in Incode the city has more money than it actually has.

Example:

- John Smith pays his ticket, \$4.00 of his payment is deposited into the Pooled Bank account.
- The same \$4.00 is shown on a line item in the General Fund Incode software report.
- At the end of the year the money is moved via a journal entry to the Technology Fund in Incode and now shows in that report. The actual money is still in the Pooled Bank account.
- When a purchase is made throughout the year it is shown in the Municipal Court Expenses line item for technology expense of the General Fund and written on a check from the Pooled Bank account.
- When a purchase is made and needs more money than shown in the general fund, a journal entry moving money from the Municipal Court Technology Fund will need to be moved via a journal entry to the General Fund. This is only on paper and no actual money is moved.

Two options:

1. remove the line item from the General Fund, consolidate the Court Technology and Security Incode Funds to one Municipal Court Fund that aligns with the newly created bank account; or
2. Remove the two funds in Incode and maintain everything as is in the General Fund and not open a new bank account leave the bank accounts consolidated.

Example:

- John Smith pays his ticket, \$4.00 of his payment is deposited into the Municipal Court Fund Bank Account or Pooled Account.
- The same \$4.00 is shown on a receivable line item in the Incode software report line-item court technology
- When a purchase is made it is shown in the Incode software expense line item for technology.

Either option will allow the city secretary to reconcile these accounts more efficiently and provide a better picture of our finances.



Agenda Item: Discuss, consider and possible action on authorizing the city administrator to purchase a vehicle for the Street Department in an amount not to exceed \$55,000

Date: January 16, 2024

The Street Director truck is a 2008 F250 single cab. The Street Director states this was requested in the FY24 Budget. I came in after their presentations to Council. I do see this in Mike's notes for this years Projects. Kyle has found a truck that is available for \$52,124.00. This is without the finishing touches of the logo and lights.

**NEW 2024 CHEVROLET SILVERADO 2500 HD
WORK TRUCK
IN-TRANSIT**

MSRP \$56,615

THIS VEHICLE HAS BEEN SHIPPED FROM THE ASSEMBLY PLANT AND WILL
ARRIVE IN THE NEAR FUTURE. PLEASE CONTACT US FOR MORE DETAILS.



52,124

CURRENT OFFERS

MSRP	\$56,615
James Wood Discount ¹	- \$2,000
Sale Price	\$54,615
Savings	\$2,000
Take Retail Delivery By 01-31-2024	

OTHER OFFERS YOU MAY QUALIFY FOR

GM College Offer ²	- \$500
Take Retail Delivery By 01-02-2025 - Not Compatible with Some Other Offers	
GM Educator Offer ³	- \$500
Take Retail Delivery By 01-02-2025 - Not Compatible with Some Other Offers	
GM Military Offer ⁴	- \$500
Take Retail Delivery By 01-02-2025 - Not Compatible with Some Other Offers	

[Click here for more offer information](#)

This vehicle has been shipped from the assembly plant and will arrive in the near future. Please contact us for more details.
unknown

SPECIFICATIONS

Stock Number	DCJCGQ*O
Fuel Type	Gas
Trim	Work Truck
Drivetrain	4WD
Exterior	Summit White
Interior	Jet Black Cloth Seat Trim
Engine	6.6L V8 Gas engine
Location	James Wood Motors Decatur
Transmission	Automatic
Cylinders	8
Mileage	2
Body Description Crew Cab	
Seating Capacity	6



Agenda Item: Discussion on a possible city event in June 2024.

Date: January 16, 2024

The 150th year is complete. Staff is working on finishing the book. The last thing to do is the time capsule. Since the book will take some time and the city has no city events (all events belong to other organizations), I received an inquiry on a city event in June. I believe this would be a great idea. The event could be held on June 8, 2024 in a similar fashion as the Peanut Festival but would generate exposure for the city. The focus would be on the burying of the Time Capsule. Due to our small staff, I would ask council to consider the idea of an event planner. The last one I worked with costs \$38,000 and she did most of the work. The city paid for all additional expenses for advertising etc. The total cost to the city was approximately \$55,000.00, including the planner. The city raised an approximate \$65,000.00. Full disclosure this was in 2013. It was and never will be a large money maker, but in the long run it gains exposure for the businesses within the city. Our suggestion would be to call it Founders Day and be held every June. The event planner would meet with council once a month for an update and would coordinate all required agenda council approvals with the city secretary.

If this is not something you would like to do, we need to discuss our plans for the burying of the time capsule and how the event for this would go.

TRAVEL AND EXPENSE REQUEST

Employee <u>Penny Renfro & Jessica Hughes</u>		Department <u>50</u>
Type of School, Training, Seminar, Etc. <u>Assoc. of Aquatic Professionals Conference / Ntl.</u>		Location <u></u>
Date of Event <u>Feb. 11-15</u>	Amount Requested <u>\$ 3,584 + meals & parking, etc</u>	Line Item <u>50-6226</u>

Reno, NV

Drownin
Prevent

(2) Hotel or Motel. 4 nights @ \$137.50 per night = \$ 1100

(2) Flight Costs = \$ 1300

Mileage miles @ . per state = \$

Food (set per Texas Comptroller) \$59.00 per day = \$

Tips, Gratuities, Parking = \$

(2) Registration Fees = \$ 1104.-

Miscellaneous (specify) = \$

TOTAL \$

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<u>Penny Renfro</u>	<u>1-9-24</u>
		Department Head	Date
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
		City Administrator	Date

PURCHASE AUTHORIZATION

94 Bury 1A/L
REQUESTING DEPARTMENT


CITY ADMINISTRATOR

DATE 1-2-24

DATE 1-4-24

COMMENTS / SPECIAL INSTRUCTIONS / OTHER QUOTES

ORDERED BY Oscar DATE 10-26-23 PHONE ☒ FAX ☐ ETA 12-27-23
PERSON RECEIVING ORDER OSCAR HENRY
PURCHASE ORDER NO. 40532 DEPT-LINE ITEM 806-600-6645



305 W Highway 82
Gainesville, TX 76240-2217

Call 940-665-1400
Fax 940-665-1411

Email zrschumacher@winsupplyinc.com



433623-02

PACKING LIST

Order Number: 433623-02

Order Date: 10/26/2023

Requested Date: 10/26/2023

SOLD TO:

CITY OF WHITESBORO
PO BOX 340

WHITESBORO, TX 76273-0340
Customer Number 001557
(903)564-3311

SHIP TO:

CITY OF WHITESBORO
500 MCFALL STREET

WHITESBORO, TX 76273
Customer Number 001557
(903)564-3311

DELIVERY INSTRUCTIONS:

TOTAL WEIGHT: 0.000 lbs

SALES DETAIL:

DATE SHIPPED 10/26/2023	PLACED BY OSCAR	JOB NAME 2" METERS AND SPOOLS	CUSTOMER PO 40532	FREIGHT ON BOARD ORIGIN	PRIMARY SALESPERSON MAX ADDISON JR.
PRINTED BY ZRSOEMA	FILLED BY	WRITTEN BY MRADDISO	SHIP VIA	PAYMENT TERMS NET 30	

ITEM # / CUSTOMER PART # / DESCRIPTION	UOM	ON HOLD	ORDERED	SHIPPED	ON B/O	PRICE	TOTAL
*00467024163 1.0 ZSU02US W/NICOR CABLE 2" ULTRASONIC METER	EA		4	4		\$995.9000	\$3983.60
*00467028844 2.0 SP202-0687-BLU 2' ZENNER SPOOL	EA		1	1		\$38.1600	\$38.16

PAYMENT HISTORY

DATE	TYPE	CARD NUMBER	EXPIRATION	REFERENCE NUMBER	AUTHORIZATION NUMBER	AMOUNT
ORDER SUMMARY		Local Tax	0.000%	\$0.00	Subtotal	\$4021.76
		State Tax	0.000%	\$0.00	Tax + Freight	\$0.00
		Freight		\$0.00	Order Total	\$4021.76
					Total Paid	\$0.00
					Remaining Balance	\$4021.76

CHECKED BY _____ BOXES _____ PIPE _____ COILS _____ PALLETS _____

Stage Loc.	Boxes	Bags	Skids	COILS			Nbr Of Units	Pkg Range
DOCK	5	0	0	0	0	0	5	1-5

Terms & Conditions: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

PRINT

SIGN

DATE

Invoice

Birkhoff, Hendricks & Carter, LLP
Professional Engineers
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
TXBPE Firm F526 TXBPLS Firm 100318-00
Phone: (214)-361-7900

August 3, 2023

Mr. Mike Marter
City of Whitesboro
P.O. Box 340
Whitesboro, TX 76273

Project No: 2023111
Invoice No: 19433

Project 2023111 Whitesboro-Textoma Dr. Rehab
Professional services in connection with Textoma Drive Rehabilitation
Professional Services from June 26, 2023 to July 30, 2023

Phase 201 Design \$35,506

Fee

Total Fee	35,506.00			
Percent Complete	90.00	Total Earned	31,955.40	
		Previous Fee Billing	21,303.60	
		Current Fee Billing	10,651.80	
		Total Fee		10,651.80

Billing Limits

	Current	Prior	To-Date
Total Billings	10,651.80	21,303.00	31,954.80
Limit			35,506.00
Remaining			3,551.20

Total this Phase \$10,651.80

Billings to Date

	Current	Prior	Total
Fee	10,651.80	21,303.00	31,954.80
Totals	10,651.80	21,303.00	31,954.80
		Total this Invoice	\$10,651.80

Billings to Date

	Current	Prior	Total
Fee	10,651.80	21,303.00	31,954.80
Labor	0.00	2,590.00	2,590.00
Unit	0.00	126.42	126.42
Totals	10,651.80	24,019.42	34,671.22

Invoice

Birkhoff, Hendricks & Carter, LLP
Professional Engineers
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
TXBPE Firm F526 TXBPLS Firm 100318-00
Phone: (214)-361-7900

Ms. Julie Arrington
jarrington@whitesborotexas.com
City of Whitesboro

September 28, 2023
Project No: 2023111
Invoice No: 19630

Project 2023111 Whitesboro-Texoma Dr. Rehab
Professional services in connection with Texoma Drive Rehabilitation
Professional Services from August 28, 2023 to September 30, 2023

Phase	201	Design	\$50,281			
Fee						
Total Fee			50,281.00			
Percent Complete			65.00	Total Earned		32,682.65
				Previous Fee Billing		31,955.40
				Current Fee Billing		727.25
				Total Fee		727.25
Billing Limits				Current	Prior	To-Date
Total Billings				727.25	31,954.80	32,682.05
Limit						50,281.00
Remaining						17,598.95
				Total this Phase		\$727.25

Billings to Date

	Current	Prior	Total
Fee	727.25	31,954.80	32,682.05
Totals	727.25	31,954.80	32,682.05

Phase 801 Survey \$10,819
Professional Personnel

		Hours	Rate	Amount
Survey Crew		16.00	185.00	2,960.00
Totals		16.00		2,960.00
Total Labor				2,960.00

Unit Billing

Company Automobile Mileage			115.94
Total Units			115.94

Billing Limits	Current	Prior	To-Date
Total Billings	3,075.94	2,716.42	5,792.36
Limit			40,819.00
Remaining			35,026.64
	Total this Phase		\$3,075.94

Billings to Date

	Current	Prior	Total
Labor	2,960.00	2,590.00	5,550.00

Project	2023111	Whitesboro-Texoma Dr. Rehab			Invoice	19630
Unit		115.94	126.42	242.36		
Totals		3,075.94	2,716.42	5,792.36		
				Total this Invoice		\$3,803.19

Billings to Date

	Current	Prior	Total
Fee	727.25	31,954.80	32,682.05
Labor	2,960.00	2,590.00	5,550.00
Unit	115.94	126.42	242.36
Totals	3,803.19	34,671.22	38,474.41

Invoice

Birkhoff, Hendricks & Carter, LLP
Professional Engineers
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
TXBPE Firm F526 TXBPLS Firm 100318-00
Phone: (214)-361-7900

Ms. Julie Arrington
jarrington@whitesborotexas.com
City of Whitesboro

September 28, 2023
Project No: 2021132
Invoice No: 19632

Project 2021132 Whitesboro - EST 12" Water Line Loop

Professional services in connection with the EST 12-inch Water Line Loop .

Professional Services from August 28, 2023 to September 30, 2023

Phase 901 Plat and Field Notes \$42,000

Professional Personnel

	Hours	Amount	
Engineer	6.50	1,656.28	
AutoCAD Tech I	27.00	2,788.56	
Word Processor	2.50	326.70	
Totals	36.00	4,771.54	
Total Labor			4,771.54

Reimbursable Expenses

Deed Copies		44.08	
Total Reimbursables		44.08	44.08

Billing Limits

	Current	Prior	To-Date
Total Billings	4,815.62	20,516.93	25,332.55
Limit			42,000.00
Remaining			16,667.45

Total this Phase \$4,815.62

Billings to Date

	Current	Prior	Total
Labor	4,771.54	20,395.66	25,167.20
Expense	44.08	121.27	165.35
Totals	4,815.62	20,516.93	25,332.55
Total this Invoice			\$4,815.62

Billings to Date

	Current	Prior	Total
Consultant	0.00	7,500.00	7,500.00
Fee	0.00	14,070.00	14,070.00
Labor	4,771.54	22,670.66	27,442.20
Unit	0.00	125.95	125.95
Expense	44.08	121.27	165.35
Totals	4,815.62	44,487.88	49,303.50

