

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA April 11, 2023, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

WATCH THE LIVE BROADCAST

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

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

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.
 - We are accepting applications to serve on various City Boards and Commissions.

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

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

City Council Agenda April 11, 2023

II. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

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

IV. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes (03-28-2023)
- B. Financial Report
- C. Public Works Report
- D. City Managers Report.

V. <u>INFORMATIONAL ITEMS</u>

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

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

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report 2. Financial Report

City Council Agenda April 11, 2023

- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Possible council Liaison Report 2. Financial Report
- D. Parks & Recreation Board
 - 1. Possible council Liaison Report
- E. Planning & Zoning Commission
 - 1. Possible Council Liaison Report
- F. TIRZ Board
 - 1. Possible Council Liaison Report 2. Financial Report

VI. PUBLIC HEARINGS AND ORDINANCES

A. Consider, discuss and act upon Ordinance, O-2023-0411-001, regarding the Annexation of areas commonly referred to as the Chaparral Rails to Trails or the Chaparral Trail.

VII. REGULAR AGENDA

- **A.** Consider, discuss and act upon a preliminary Plat for Sandy Landing generally located in an area west of State Highway 78 and north of County Road 550, Collin County, Texas on approximately 26.0183 acres of land more or less.
- **B.** Discussion regarding general concepts and approaches to economic development projects presented by Larry Tucker, Farmersville Economic Development Director.
- **C.** Consider, discuss and act upon the Athletic Complex Joint Use Agreement between the City of Farmersville and the Farmersville Little League Baseball Association.
- **D**. Consider, discuss and act upon the appointment of 3 Board members to the Community Development Corporation Board (4B).
- **E.** Discussion, possible direction and action regarding the upcoming City Board and Commission Appointments.
- F. Consider, discuss and act upon declaring certain City-owned personal property (used by the Police Department, Fire Department and Public Works) as salvage or surplus personal property and authorizing the City to sell, convey or dispose of said salvage or surplus personal property.
- **G.** Consider, discuss and action authorizing the City Manager to negotiate an agreement with Thrive Broadband and Broadband Telecom Services for the development of a Broadband Fiber Network in Farmersville in accordance with the Request for Proposal issued by the City with any resulting final agreement being considered by the City Council at a regular public meeting
- **H.** Consider, discuss and act upon a recommendation to award the contract for the Onion Shed Improvement Project to the lowest responsible bidder A & C Construction, Inc., of Irving, Texas together with an accompanying deductive change order for a total contract price not to exceed \$220,000.00
- I. Consider, discuss and act upon a recommendation to award the contract for the Rambler Park Improvement Project to the lowest responsible bidder A & C
 City Council Agenda April 11, 2023

Construction, Inc., of Irving, Texas together with an accompanying deductive change order for a total contract price not to exceed \$122,500.00

- J. Consider, discuss and act upon a performance agreement with the Farmersville Community Development Corporation for the acquisition of a certain tract of land to be conveyed to the City for park purposes through the use of funds supplied in part by a grant from Collin County through the Collin County 2018 Parks and Open Space Bond Program with the balance provided by the Farmersville Community Development Corporation.
- **K**. Consider, discuss and act upon Resolution, R-2023-0411-001, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the 2022 Texas Community Development Block Grant Program (TXCDBG), Grant Agreement Number CDV21-0422.
- L. Consider, discuss and act upon Resolution, R-2023-0411-002, adopting required Community Development Block Grant Civil Rights Policies.
- **M.** Consider, discuss and act upon a Proclamation declaring the month of April as Fair Housing Month.
- **N.** Consider, discuss and act upon Resolution, R-2023-0411-003, expressing opposition to House Bill 2127 and Senate Bill 814.
- **O.** Consider, discuss and act upon Resolution, R-2023-0411-004, expressing opposition to House Bill 2265.
- P. Consider, discuss and act upon Farmersville Community Development Corporation's (Type B's) First Amended Project List and Budget for Fiscal Year 2022-2023.
- **Q.** Consider, discuss and act upon Resolution R-2023-0411-005, regarding membership to Texas SmartBuy.

VIII. EXECUTIVE SESSION --

Discussion of matters permitted by the following sections of Texas Government Code Chapter 551:

- A. Section 551.072, **DELIBERATION REGARDING REAL PROPERTY**,
 - Deliberation regarding the purchase of certain real property for the improvement and/or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380).

IX. ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION

A. Consider, discuss and act upon purchasing certain real property for the improvement and/or expansion of Hamilton Street in an area south of Audie Murphy Parkway (U.S. Highway 380).

X. REQUESTS TO BE PLACED ON FUTURE AGENDAS

XI. <u>ADJOURNMENT</u>

Dated this the 6th day of April 2023.

Bryon Wiebold, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 6, 2023, by 8:00 P.M. and remained so posted continuously at least 1/2 hours proceeding the scheduled time of said meeting.

Tabatha Monk City Secretary



I. Preliminary Matters

		7	APRIL 2023	C.		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						Farmersville Market 9:00 a.m.
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				Parks & Recs Board Meeting 5:00 pm	City offices closed for Good Friday	
9	10	1	12	13	14	15
Easter	FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm				
16	17	18	19	20	21	22
		P&Z Meeting 6:00 pm		FEDC (4A) Meeting 6:00 pm		
23	Early Voting	25 City Council Meeting 6:00 p.m.	26 Early Voting	27 City Amenities Board Meeting	28 Early Voting	29
30				Side Silli.		

			31	30	29 City Hall Closed – Memorial Day	28
	26	City Amenities Board Meeting 4:00 pm	24	23 City Council Meeting 6:00 pm	22	21
	19	FEDC (4A) Meeting 6:00 pm	17	Canvasing Election 5:30 p.m. P&Z Meeting 6:00 pm	15	14
	12	1	10	City Council Meeting 6:00 pm	FCDC (4B) Meeting 6:00 pm	7
Farmersville Market 9:00 am Election Day 7 am - 7 pm	U	Parks & Recs Board Meeting 5:00 pm	ω	Early Voting 7am - 7pm	Early Voting 7am - 7pm	
Saturday	Friday	Thursday	Wednesday	Tuesday	Monday	Sunday
			MAY 2023			

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

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

IV. Consent Agenda

Agenda Section	Consent Agenda
Section Number	IV A
Subject	CC Minutes (03-28-23)
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

Agenda Section	Consent Agenda
Section Number	IV B
Subject	Financial Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action

City of Farmersville
February 2023
Budget and Investment Report

Daphne Hamlin d.hamlin@farmersvilletx.com

SUMMARY OF CASH BALANCES FEBRUARY 2023

Debt Service Accounts	Balance	Account	-	Assigned	1 1/2	1	Restricted		nterest Earned	_	ACCOUNT: CBTX (0815)
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Elec. Fund (Texpool 0005) (Operating) \$ 172.59 \$ 50,000.00 Elec. Fund (Texpool 0016)(Capital) \$ 2,249.82 \$ 654,122.64 Elec. Surcharge (Texpool 0015) \$ 450.84 \$ 131,073.00 Money Market Acct. (cbtx 092) \$ 610.73 \$ 275,307.41 FOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 Contractor Managed Accounts Nonspendable NTMWD Sewer Plant Maint. Fund \$ -		197				1.84	590,334.8	\$	2,030.44	\$	Water/WW Fund (Texpool 0003)(Operating 90 day)
Elec. Fund (Texpool 0005) (Operating) \$ 172.59 \$ 50,000.00 Elec. Fund (Texpool 0016)(Capital) \$ 2,249.82 \$ 654,122.64 Elec. Surcharge (Texpool 0015) \$ 450.84 \$ 131,073.00 Money Market Acct. (cbtx 092) \$ 610.73 \$ 275,307.41 TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 Contractor Managed Accounts Nonspendable NTMWD Sewer Plant Maint. Fund \$ -						7.98	519,707.9	\$	1,787.52	\$	Water/WW Fund (Texpool 00017)(Capital)
Elec. Surcharge (Texpool 0015) \$ 450.84 \$ 131,073.00 \$ Money Market Acct. (cbtx 092) \$ 610.73 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ TOTAL: \$ T						0.00					Elec. Fund (Texpool 0005) (Operating)
Elec. Surcharge (Texpool 0015) \$ 450.84 \$ 131,073.00 \$ 275,307.41 \$ TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 \$ NTMWD Sewer Plant Maint. Fund						2.64	654,122.6	\$	2,249.82	\$	Elec. Fund (Texpool 0016)(Capital)
Money Market Acct. (cbtx 092) \$ 610.73 \$ 275,307.41 TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 Contractor Managed Accounts Nonspendable NTMWD Sewer Plant Maint. Fund \$ -										\$	Elec. Surcharge (Texpool 0015)
TOTAL: \$ 18,120.20 \$ 5,207,344.35 \$ 275,307.41 \$ 5,48 Contractor Managed Accounts Nonspendable NTMWD Sewer Plant Maint. Fund \$ -				275,307.41	\$		•			\$	
NTMWD Sewer Plant Maint. Fund \$ -	82,651.	5,4	\$	275,307.41	\$.35	5,207,344.3	\$	18,120.20	\$	TOTAL:
NTMWD Sewer Plant Maint. Fund \$ -											
'	V MEN	-	102			ole	onspendable		inaged Accounts	M	
TOTAL APPROPRIATED SURPLUS \$ - \$ - \$			_		4		*	<u>></u>			
TOTAL CASH & INVESTMENT ACCOUNTS \$ 7,510,100.89 \$ (201,493.80) \$ 7,30	08,607.		_	1004 100 000		_	-	\$		_	

Page 1 of 2 04/05/2023

SUMMARY OF CASH BALANCES FEBRUARY 2023

FEDC 4A	Board Inv	estment &	Ch	ecking Accou	int		
C 4A Checking Account(Independent Bank 7909)	\$	283.29	\$	688,491.25			
FEDC 4A Checking Account(Independent Bank 452)	\$	810.83	\$	1,922,563.15			
FEDC 4A Investment Account (Texpool 0001)	\$	254.87	\$	74,094.93			
TOTAL:	\$	1,348.99	\$	2,685,149.33	\$	- \$	2,685,149.33

FCDC 4	B Board Ir	vestment & 0	he	king Account	3.7		
FCDC 4B Checking Account (Independent Bank 9724)	\$	287.84	\$	652,191.72			
FCDC 4B Investment Account (Texpool 0001)	\$	1,924.48	\$	559,538.29			
TOTAL:	\$	2,212.32	\$	1,211,730.01	\$	-	\$ 1,211,730.01

	TIRZ Account		9 7 4 07	STATE OF	1100	
County Tax Deposits (cbtx 01276)	\$ 5.76	\$ 38,755.77				
TIRZ Texpool Account (xxx019)	\$ 3,693.45	\$ 1,073,830.38				
TOTAL:	\$ 3,699.21	\$ 1,112,586.15	\$	-	\$	1,112,586.15

	Main	Street Acc	ount		17001		
Farmersville Main Street Account (Ind Fin. 8204)	\$	-	\$	15,273.65			
TOTAL:	\$	-	\$	15,273.65	\$	-	\$ 15,273.65

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

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

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

Daphne Hamlin

Daphne Hamlin, City Investment Officer

May 2-3,2022 NCTCOG - Public Funds Inv Act.

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3-20-2023 6

100-GENERAL FUND FINANCIAL SUMMARY

CITY OF FARME: "LE REVENUE & EXPENSE REPO. JNAUDITED) AS OF: FEBRUARY 28TH, 2023

PAGE:

41.67 % YTD BUDGET 73.84 0.00 41.67 0.00 0.00 50.85 0.00 45.18 53.96 37.13 0.00 35.01 40.55 56.84 34.15 101.12 0.00 44.71 37.99 46.25 35.46 73.84 42.96 0.00 24.53 41.67 7.39 19.90 0.00 OF YEAR COMPLETED: 106, 631, 05 191, 827, 74 0.00 95, 067, 51 16, 296, 86 16, 960, 38 43, 840, 11 167, 99) 0.00 123,566.66 7,100.00 5,388.71 210.00 4,167.56 4,004.97 0.00 144,437.90 1,190.00 1,000.00 500.00 6,500.00 9,190.00 0.00 87,833.13 16,620.00 11,073.54 1,122.97 1,146,307.01 1,146,307.01 0.00 00.00 0.00 000000 00000 124,968.95 113,272.26 0.00 51,205.49 11,118.14 22,339.62 22,734.89 115,168.00 360,867.35 93,053.34 0.00 1,751.29 150.00 332.44 995.03 0.00 850.00 0.00 0.00 6,725.00 7,575.00 71,021.87 10,180.00 9,529.46 617.03 0.00 3,235,426.99 YEAR TO DATE ACTUAL 3,235,426.99 25,758.62 39,678.35 0.00 6,803.47 3,156.61 10,954.82 2,498.97.... 0.00 39 0.00 39 88,6850.364.63 15,976.61 0.00 654.72 30.00 56.60 199.00 16,916.93 170.00 0.00 0.00 0.00 0.00 170.00 11,771.56 1,730.00 1,675.73 108.19 0.00 760,537.71 760,537.71 231,600 305,100 0 146,273 27,415 39,300 66,575 15,000. 4,381,734 2,040 1,000 500 13,225 16,765 216,620 7,100 7,140 360 4,500 5,000 158,855 26,800 20,603 1,740 4,381,734 12-ADMINISTRATION
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
CONST. MATL./TOOLS/EQUP
MAINTENANCE
UTILITIES
SUPPLIES
SUPPL 70 00 1 COUNCIL 11-MAYOR & CITY COUNCIL
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
MAINTENANCE
PERSONNEL RELATED ITEMS
CAPITAL EXPENDITURES
TOTAL 11-MAYOR & CITY C 13-DEVELOPMENT SERVICES
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
MAINTENANCE
UTILITIES
SUPPLIES
PERSONNEL RELATED ITEMS
CAPITAL EXPENDITURES
TOTAL 13-DEVELOPMENT S: DOUT 14-MUNICIPAL COURT
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
MAINTENANCE
UTILITIES OO-TRANSFER OUT
CAPITAL EXPENDITURES
TRANSFERS
TOTAL 00-TRANSFER O EXPENDITURE SUMMARY REVENUE SUMMARY TOTAL REVENUES 00-REVENUE

3-20-2023

100-GENERAL FUND FINANCIAL SUMMARY

CITY OF FARMEF LE
REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 28TH, 2023

2

PAGE:

OF

41.67 % YTD BUDGET 39.06 38.72 49.21 75.10 61.28 31.37 45.36 68.25 0.00 44.36 0.00 40.95 49.85 58.55 69.49 0.00 46.88 YEAR COMPLETED: 631,899.31 50,157.50 249.02 37,091.16 30,952.77 48,957.66 12,128.17 5,122.30) 806,313.29 61,412.60 200.00 15,579.75 7,572.47 1,512.79 2,186.00 6,033.30 94,496.91 43,186.22 43,683.52 4,000.91 2,096.08 27,005.93 5,544.50 0.00 3,001.30 0.00 125,814.67 0.00 11,554.23 11,554.23 6,163 0.00 0.00 0.00 0.00 2,000.00 2,000.00 00.00 3,616.30 0.00 0.00 0.00 0.00 0.00 0.00 0.00 TOTAL ENCUMBERED 1,836.27 9,023.70 0.00 102,208.33 399,324.69 48,592.50 750.98 55,092.54 14,147.23 40,642.34 26,071.83 5,122.30 5,122.30 48,967.40 0.00 10,805.25 7,527.53 2,137.21 4,979.00 6,966.70 0.00 81,383.09 77,283.78 17,316.48 17,316.48 29,925.57 543.92 12,524.07 17,638.50 0.00 0.00 0.00 7,405.77 7,405.77 YEAR TO DATE ACTUAL 1,836. 528.45) 636.46 0.00 15,393.49 74,801.44 381.48 68.87 16,180.37 2,894.53 5,133.88 1,096.41 4,220.64 0.00 8,401.22 0.00 3,430.30 1,409.61 138.46 50.00 3,322.00 16,751.59 15,105.84 1,198.50 0.00 3,111.86 135.98 3,190.20 1,644.17 0.00 24,386.55 0.00 1,664.28 1,664.28 1,031,224 98,750 1,000 95,800 45,100 89,600 38,200 0 224, 476 61, 600 34, 010 2, 640 39, 530 23, 183 0 8,000 12,025 0 228,023 110,380 200 26,385 15,100 3,650 7,165 15,000 177,880 0 18,960 18,960 21-POLICE DEPT.
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
CONST. MATL./TOOLS/EQUP
MAINTENANCE
UTILITIES
SUPPLIES
PERSONNEL RELATED ITEMS
CAPITAL EXPENDITURES
TRANSFERS
TRANSFERS COURT 15-LIBRARY
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
MAINTENANCE
UTILITIES
SUPPLIES
PERSONNEL RELATED ITEMS
CAPITAL EXPENDITURES
TRANSFERS
TOTAL 15-LIBRARY 16-CIVIC/CENTER
CONTRACTS & PROF. SVCS
UTILITIES
TOTAL 16-CIVIC/CENTER 22-FIRE DEPT.
CONTRACTS & PROF. SVCS
CONST. MATL./TOOLS/EQUP
MAINTENANCE
UTILITIES
SUPPLIES
PERSONNEL RELAIED ITEMS
CAPITAL EXPENDITURES
TRANSFERS
TOTAL 22-FIRE DEPT. SUPPLIES
PERSONNEL RELATED ITEMS
CAPITAL EXPENDITURES
TOTAL 14-MUNICIPAL CC 31-STREET CAPITAL EXPENDITURES TOTAL 31-STREET

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100-GENERAL FUND FINANCIAL SUMMARY

CITY OF FARMEJ LE REVENUE & EXPENSE REPO! JNAUDITED) AS OF: FEBRUARY 28TH, 2023

PAGE:

41.67 % OF YEAR COMPLETED:

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET BALANCE	% YTD BUDGET	
34-STREET SYSTEM PERSONNET, SPRVICES	700 771	0		4			
CONTRACTS & PROF. SVCS	14,800	00.00	10,950,00	00.0	103,586.05	34.14	
CONST. MATL./TOOLS/EQUP	273,637	17,030.88	65,832.92	3,500.00	204,304,08	75.34	
MAINTENANCE	2,500	143.12	371.57		2,128,43	14.86	
UTILITIES	7,077	519.47	3,538.31	00.00	3,538.69	50.00	
SUPPLIES	9,150	605.73	2,566.36	00.00	6,583,64	28.05	
PERSONNEL RELATED ITEMS	1,500	00.00	00.0	00.00	1,500.00	00.00	
CAPITAL EXPENDITURES	0	00.00	2,524.14	00.00	2,524.14)	00.0	
TOTAL 34-STREET SYSTEM	465,944	27,452.40	139,477.25	3,500.00	322,966.75	30.69	
60-PUBLIC WORKS BLDG							
PERSONNEL SERVICES	137,754	6,957.46	44,703.16	00.00	93,050.84	32.45	
CONTRACTS & PROF. SVCS	23,500	00.0	6,654.32	00.0	16,845.68	28.32	
CONST. MATL./TOOLS/EQUP	86,800	21,053.33	101,521.33	00.0	14,721.33)	116.96	
MAINTENANCE	11,000	700.00	63	00.00	9,361.84	14.89	
UTILITIES	30,726	3,745.15	15,583.30	00.0	15,142.70	50.72	
SUPPLIES	1,000	00.00	00.00	00.0	1,000.00	00.0	
PERSONNEL RELATED ITEMS	1,000	0.00	00.00	00.0	1,000.00	00.0	
CAPITAL EXPENDITURES	0	00.00	00.00	00.0	00.0	00.0	
TRANSFERS	0	0.00	00.0	00.00	00.0	00.0	
TOTAL 60-PUBLIC WORKS BLDG	291,780	32,455.94	170,100.27	00.0	121,679.73	58.30	
39-PARKS							
PERSONNEL SERVICES	87,337	1,590.47	38,264.15	00.00	49,072.85	43.81	
CONTRACTS & PROF. SVCS	51,750	00.00	16,500.00	00.00	35,250.00	31.88	
CONST. MATL./TOOLS/EQUP	20,520	00.0	13,618.03	00.0	6,901.97	66.36	
MAINTENANCE	16,000	2,227.00	5,507.45	00.00	10,492.55	34.42	
1000 1000 1000	86,777	3,359.08		00.0	7	18.59	
Commercial	4,500,000	00.0	1			23.09	10.0
			1	[*000 =0.7 (T = E / T)	\$ [] T. 150		TO SECULIAR
OCHTALAH BAKEMULI UKBU	000	0.00	00.0	-	0.00	0.00	X
	201,3841.10	17.00.00.	91,029.14		176,324.86		一般の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の
71_mon continue							SUN AN ARM COUNTY TO THE
	0					7	i sindia
MEDI SENVICE	259,555	20,9/6,04	/0,64	121,008.27	67,878.64	73.85	State of the state
1		00.00			ં	읶	
TOTAL /I-DEBT SERVICE	259,535	36,976.64	70,648.09	121,008.27	67,878.64	73.85	
TOTAL EXPENDITURES	4.583.261	372.972.83	1.872.258.62	130.208	0 580 794 30	43 69	
REVENUE OVER/(UNDER) EXPENDITURES	(201,527)	387,564.88	1,363,168.37 (130,208.08)(1,434,487.29)	611.81-	

3-20-2023 Of PM

100-GENERAL FUND

REVENUES

CITY OF FARMER LE REVENUE & EXPENSE REPORATED) AS OF: FEBRUARY 28TH, 2023

PAGE:

% OF YEAR COMPLETED:

% YTD BUDGET 41.67 YEAR TO DATE ACTUAL

)-REVENUE.								
AD VALOREM TAX	1,857,941		783		00.00	,157.6	95.85	
	3,60	8	1,189		00.00	10.0	33.05	
	00	3.4	817		0.00	,182.2	42.34	
	0	00.0	00.00		00.00			
	0	0.	00.00		0.00	00.00		
	725,000	129,356.79	02		00.00	,097		
	, 50	99.4	,503		0.00	966		
		0.0	00.00		00.00	00.00		
FRANCHISE FEES -	5,10	3,177.84	5,956		00.00	9,143		
	00		268		0.00	268		
SKYBEAM	8,03		4,181		00.0	3,853		
ELEC. FUND FRAN	2,00	,251.	975		00.00	024		
FRANCHISE FEES -	3,000	557	1,178.95		00.00	1,821.05		
FRANCHISE FEES -	00	92.	936		00.0	064		
	0		00.00		00.0	00.00		
ANNEXATI		0	0		00.00	00.0		
	150,000		29,879.25		00.0	120,120,75		
	Ŋ	0.	00.00		00.0	350		
	0	00.00	0		0.00	50.00)		
	25,000	0.	0		00.00	20,070.00		
	2		0		00.00	20.00		
00.00.5744.000 PENALTIES	0		86		0.00	0,413		
	13,27		9		00.00	982		
00.00.5746.000 ONION SHED RENTAL	200	50.00	350		00.00	150		
	5	00.00	16,429		00.00	48		
	0	00.0	0		0.00	00.0		
00.00,5752.000 SENIOR CENTER DONATIONS	0	00.0	00.00		00.00	00.0		
00.00.5753.000 DONATIONS	ò		is E		0.00	00.00		1
00 000:5754.000 GRANTSPROCEEDS 🛠 🐔 🗈	2,000%		4		0.000	269.15	1	14
THINGELTE LEASE 7, EV.	18,008,00	C. 1,500 374 2	7,503.70		00.0	0,504,30	41.67	0.0
00.00.5759.000 GAMING MACHINE (LICENSE)	0		(၀	1	0.00 -0.	0 - 1 - 1	7	
	200	10,8	14I) 00 0	0,701	7.	
	1,000		Ć.		- 00 * 0	0.000	00.0	
	12,000	00.	5,000.00		00.0	000	41.67	
			<		00.0	0	00:0	
		00.			00.00	0.0	00.0	
	7	000:0			00.0	2,055.0	00.0	40
	-	.15	16,		00.0	,328.	55.57	
		00.00			00.0	0	00.0	
	58,950	00.0	78,) 00.0	300.	132.74	
	0	0.	7) 00.0	2,240.	00.00	
CHRISTMAS	0	0.) 00 *0	947.	00.0	
	0	0	0		00.0	1.00	00.0	
		00.00	0.		00.0		00.0	
ALARM	500	0.	0.		00.0	2.0	00.0	
TEXAS	0	00.00	00.0		0.00	00.00	0.00	
00.00.5777.000 BRICK CAMPAIGN	Ω	0	0		00.0	ō	00.0	

PM 3-20-2023 07

FUND

100-GENERAL

CITY OF FARMER IE

REVENUE & EXPENSE REPOR

AS OF: FEBRUARY 28TH, 2023

PAGE:

41.67 OF YEAR COMPLETED:

	COKKENT	CORRENT	YEAR TO DATE	TOTAL	BUDGET	% YID
KEVENUES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET
100.00.5778.000 PARK DEDICATION FEE	0	0.00	00.0	00 0	00	
100:00:5779.000 TIRZ SIMIN REIMRIRSEMEN	c					00.0
100 00 1001 000 49 GIRLINGS THEIR THEIR THEIR		00.0	00.0	00.00	00.0	00.0
IUU UU S/91.UUU 4B SUPPORT REVENUE	1,000	00.00	00.0	00*0	1,000.00	00.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	8,629.10	00.00	12,080.90	41.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,500.00	00.0	2,100.00	41.67
100.00.5794.000 CIVIC RENT	5,500	200.00	2,287.50	00.00	3,212.50	41.59
100.00.5795.000 4B SALARY	0	00.00	00.00	00 0	00.00	00.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	00.0	00.00	00.0	00.0	0.00
100.00.5899.000 SALE OF EQUIPMENT	0	00.00	00.00	00.0	00.0	00.00
100.00.5939.000 FORESTRY SVC GRANT	0	00.00	00.0	00.0	00.0	00-0
	0	00.00	00.00	00.0	00.0	0.00
100:00:5991.000 TRANSFERS IN-OTHER FUNDS	1,464,286	118,764.56	593, 526.52	00 0	870.759.48	40.53
100.00.5992.000 SALE OF FIXED ASSESTS	41,000	0.00	10,000,00	00 0	31,000,00	24.39
100 00 5994.000 LEASE PURCHASE PROCEEDS	0	00.00	00.00	00.0	00.00	00.00
100:00:5995.000 TRANSFERS-RESERVE	0	0.00	00.00	00.0	00.0	00.00
100.00.5998.000 TRANS.IN- GEN. FND. SURPLU	0	00.0	00.00	00 0	00.0	00.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	00.00	00.00	00.00	00.0	00.00
100.00.5999.001 TIRZ TRANSFER OUT	611,801)	00.00	00.00	00.00	611,801.00)	00.0
TOTAL 00-REVENUE	4,381,734	760,537.71	3, 235, 426.99	00.0	1,146,307.01	73.84

190 - 197

73.84

1,146,307.01

00.0

3,235,426.99

760,537.71

4,381,734

REVENUE

TOTAL

3-20-2023 0, PM

CITY OF FARMER LE REVENUE & EXPENSE REPOR NAUDITED) AS OF: FEBRUARY 28TH, 2023

PAGE:

700-WATER FUND		AS OF: FE	FEBRUARY 28TH, 2023)	
				% OF	OF YEAR COMPLETED:	41.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET		
REVENUE SUMMARY								
00-REVENUE	2,082,217	141,652.59	817,925.77	00.00	1,264,291.23	39.28		
TOTAL REVENUES	2,082,217	141,652.59	817,925.77	00.00	1,264,291.23	39.28		
EXPENDITURE SUMMARY								
00-TRANSFERS TRANSFERS TOTAL 00-TRANSFER OUT	00	0.00	0.00	0.00	00.0	00.00		
12-ADMINISTRATION PERSONNEL SERVICES CONTRACTS & PROF. SVCS MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS	224,944 650 18,365 6,325 3,000	16,207.37 0.00 2,827.71 629.40 253.22	92,708.68 0.00 20,029.02 2,886.02 2,057.48	000000	132,235.32 650.00 1,664.02) 3,438.98	41.21 0.00 109.06 45.63 68.58		
TOTAL 12-ADMINISTRATION	284,569	21,598.29	127,587.39	00.0	156,981.61	44.84		
	273,450°.00 0 0 0 0 0 0 0 124,155 229,218 24,888 41,235 943,628 19,200 20,000 121,874 1,797,648	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.278 1	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	의 학생 다 다 다 다 다 다 다 다 다 다 다 다 다 다 다 다 다 다	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Long States

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REVENUE OVER/(UNDER) EXPENDITURES

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700-WATER FUND

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CITY OF FARMER TE REVENUE & EXPENSE REPORT ANDITED) AS OF: FEBRUARY 28TH, 2023 % OF YEAR COMPLETED: 41.67

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PAGE:

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	55,682	5,664.43	25,785.79	00.00	29,896.21	46.31
700.00.5743.000 CONNECT FEE	21,000	1,680.00	8,767.00	00.0	12,233.00	41.75
700.00.5744.000 PENALTIES	18,000	1,970.74	8,742.85	00.0	9,257,15	48.57
700.00.5745.000 AGREEMENTS AND CONTRACTS	188,000	18,398.82	98,055.96	00 0	89,944.04	52.16
700.00.5746.000 IMPACT FEE	0	00.0	1,574.00	00.0	1,574.00)	00.0
700.00.5751.000 CITY WATER SALES	1,787,965	110,896.28	653,158.87	00.0	1,134,806.13	36,53
700.00.5752.000 CHANGE IN UTILITY DEPOSI	0	00.0	00.0	00.00	00.0	00.0
700.00.5753.000 WATER TAP FEES	10,570	00.00	4,000.00	00.00	6,570.00	37.84
700.00.5762.000 INTEREST EARNED	1,000	3,042.32	11,880.56	00.0	10,880.56)1	,188.06
700.00.5767.000 OTHER REVENUE	0	00.00	00.00	00.0	00.0	00.0
700.00.5769.000 OTHER REVENUE	0	00.0	5,960.74	00.0	5,960.74)	0.00
700.00.5800.000 CONTRIBUTED CAPITAL	0	00.00	00.0	00.0	00.0	00.00
700.00.5993.000 TRANSFER IN	0	00.00	00.00	00.00	00.0	00.0
TOTAL 00-REVENUE	2,082,217	141,652.59	817,925.77	00.0	1,264,291.23	39.28

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2,082,217

TOTAL REVENUE

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705-WASTEWATER FINANCIAL SUMMARY

CITY OF FARMER "E.E. REVENUE & EXPENSE REPORE AMUDITED)
AS OF: FEBRUARY 28TH, 2023

% OF YEAR COMPLETED:

PAGE:

1,043,412.05 34.61 135,571.77); 430.14--47.74 118.93 339.98 339.98 23.16 23.16 1.19 9.51 34.67 % YTD BUDGET 42.18 42.18 0.00 41.67 92,029.90 36,435.04 33,911.18 354,612.47 16,512.66 9,988.70 5,434.80 324,484.50 0.00 147,455.00 22,547.80 0.00 907,840.28 907,840.28 0.00 0.00 00.0 0.00 TOTAL ENCUMBERED 20,597.20 21,486.10 4,734.96 22,588.82 330,302.53 10,147.34 3,011.30 65.20 34,084.50 105,325.00 0.00 662,341.72 662,341.72 YEAR TO DATE ACTUAL 2,224.87 2,905.18 569.40 2,022.09 52,866.12 2,182.57 605.73 0.00 0.00 21,065.00 0.00 127,141.57 127,141.57 113,516 41,170 56,500 684,915 26,660 13,000 5,500 358,569 0 252,780 43,145 1,570,182 00 1,570,182 CURRENT BUDGET 36-WASTEWATER SYSTEM
PERSONNEL SERVICES
CONTRACTS & PROF. SVCS
CONST. MATL./TOOLS/EQUP
MAINTENANCE
UTILITIES
SUPPLIES
SUPPLIES
PERSONNEL RELATED ITEMS
DEBT SERVICE
CAPITAL EXPENDITURES
TRANSFERS
TOTAL 36-WASTEWATER SYSTEM 12-ADMINISTRATION
PERSONNEL SERVICES
TOTAL 12-ADMINISTRATION 00-TRANSFER OUT TRANSFERS TOTAL 00-TRANSFER OUT EXPENDITURE SUMMARY REVENUE SUMMARY TOTAL REVENUES 00-REVENUE

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705-WASTEWATER

CITY OF FARMER TE ANDITED AS OF: FEBRUARY 28TH, 2023

41.67 % OF YEAR COMPLETED:

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PAGE:

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	1,551,082	123,333.44	640,370.06	00.00	910,711.94	41.29
705.00.5743.000 FEES		00.00	00.00	0.00	00.0	00.00
705.00.5744:000 PENALTIES	15,000	2,020.61	9,281.95	00.00	5,718.05	61.88
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	00.0	00.00	00.00	00.0	00.00
705.00.5746.000 IMPACT FEE	0	00 0	2,507.00	00.00	2,507,00)	00.0
705.00.5753.000 SEWER TAP FEE	3,600	00.0	2,000.00	0.00	1,600.00	55.56
705.00.5762.000 INTEREST EARNED		1,787.52	8,182.71	00.0	7,682,71)1	,636.54
705.00.5767 000 OTHER REVENUE	0	00 * 0	00.00	00.00	00.00	00.00
705.00.5800.000 CONTRIBUTED CAPITAL	0	00.0	00.00	00.00	00.00	00.00
705.00.5995.000 TRANSFER IN RESERVES	0	00.0	00.00	0.00	00.0	00.00
TOTAL 00-REVENUE	1,570,182	127,141.57	662,341.72	00.0	907,840.28	42.18
TOTAL REVENUE	1,570,182	127,141.57	662,341.72	00.00	907,840.28	42.18

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3-20-2023	

715-ELECTRIC FUND FINANCIAL SUMMARY

CITY OF FARMER 'E
REVENUE & EXPENSE REPORTA (AUDITED)
AS OF: FEBRUARY 28TH, 2023

41.67 % OF YEAR COMPLETED:

PAGE:

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,448,735	370,114.90	1,698,202.39	00.00	2,750,532.61	38.17
TOTAL REVENUES	4,448,735	370,114.90	1,698,202.39	00.0	2,750,532.61	38.17
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
TRANSFERS TOTAL 00-TRANSFER OUT	00	0.00	00.00	0.00	0.00	00.00
12-ADMINISTRATION PERSONNEL SERVICES	126,120	8,385,12	46,339,87	00.0	79.780.13	36 74
TOTAL 12-ADMINISTRATION	126,120	8,385.12	46,339.87	00.0	79,780.13	36.74
37-ELECTRIC DEPT.		(,
PERSONNEL SERVICES	517,723	42,597.11 5 361 65	249,211.68	00.00	268,011.32	48.18
CONST. MATL./TOOLS/EQUP	122,809	5,724.18	59,593.42	4,663.66	58,551.92	52.32
MAINTENANCE	25,905	3,331.41	15,832.00	00*0	10,073.00	61.12
UTILITIES	14,375	1,348.54	6,243.47	00.0	8,131.53	43.43
SUPPLIES	2,213,850	224,322.59	842,520.71	00.0	1,371,329.29	38.06
PERSONNEL RELATED ITEMS	32,990	1,777.86	10,467.19	00.0	22,522.81	31.73
DEBT SERVICE	215,882	5,125.50	46,756.89	00.00	169,125.11	21.66
CAPITAL EXPENDITURES	156,375	6,278.50	48,265.59	26,593.50	81,515.91	47.87
TRANSFERS	939,206	78,267.16	391,335.80	00.00	547,870.20	41.67
TOTAL 37-ELECTRIC DEPT:	4,322,615	374,134.50	1,688,963.49	31,257.16	2,602,394.35	39.80

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715-ELECTRIC FUND

CITY OF FARMER T.E
REVENUE & EXPENSE REPOR ABUDITED)
AS OF: FEBRUARY 28TH, 2023

41.67 % OF YEAR COMPLETED:

PAGE:

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,900	540.00	2,915.00	00.00	4,985.00	36.90
715.00.5744,000 PENALTIES	40,000	4,659.16	18,068.30	00.00	21,931.70	45.17
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	00.00	00.0	00.00	00.00	00.00
715.00.5751.000 ELECTRICITY SALES	3,450,535	350,960.81	1,313,149.87	00.0	2,137,385.13	38.06
715.00.5752.000 CHANGE IN ELECTRIC DEPOS	0	00.0	00.00	00.0	00.00	00.0
715.00.5755.000 SURCHARGE	150,000	11,081.68	51,320.72	00.00	98,679.28	34.21
715.00.5757.000 PCA (POWER COST ADJ)	800,000	00.00	299,590.79	00.00	500,409.21	37.45
715.00.5762.000 INTEREST	300	2,873.25	13,157.71	00.00	12,857.71)4	1,385.90
715.00.5767.000 OTHER REVENUE	0	00.0	00.0	00.0	00.00	00.0
715.00.5770.000 SALES TAX REVENUE	0	0.00	00.0	00.0	00.00	00.0
715.00.5991.000 TRANSFER IN	0	00.0	00.0	00.0	00.00	00.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	00.00	00.00	00.00	00.0	00.00
715.00.5998.000 TRANSFER IN RESERVES	0	00.0	00.0	00.00	00.0	00.00
TOTAL 00-REVENUE	4,448,735	370,114.90	1,698,202.39	00.0	2,750,532.61	38.17

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38.17

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4,448,735

TOTAL REVENUE

3-20-2023 07

CITY OF FARMER 'E AUDITED'S AS OF: FEBRUARY 28TH, 2023

PAGE:

720-REFUSE FUND		AS OF: FF	FEBRUARY 28TH, 2023	3)	
FINANCIAL SUMMARY				. HO %	OF YEAR COMPLETED:	41.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET		
REVENUE SUMMARY								
00-REVENUE	570,092	50,533.30	253,052.61	00.00	317,039.39	44.39		
TOTAL REVENUES	570,092	50,533.30	253,052.61	00.0	317,039.39	44.39		
EXPENDITURE SUMMARY								
32-REFUSE DEPT. PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL. /TOOLS/EOUP	420,846 110,426	0.00	0.00	00.00	0.00 265,829.15 64,415	0.00 36.83		
MAINTENANCE UTILITIES PERSONNEL RELATED ITEMS	2,400	200.00	1,000.00	00000	1,400.00	41.67 0.00 0.00		
CAPITAL EXPENDITURES TRANSFERS TOTAL 32-REFUSE DEPT.	533,672	0.00 0.00 49,410.66	0.00 0.00 202,027.65	00.00	0.00 0.00 0.00 331,644.35	0.00		
35-WATER DEPT. SUPPLIES TOTAL 35-WATER DEPT.	0 0	0.00	00.00	0.00	00.00	0.00		
TOTAL EXPENDITURES	533, 672	49,410.66	202,027.65	0.00	331,644.35	37.86		
REVENUE OVER/(UNDER) EXPENDITURES	36,420	1,122.64	51,024.96	0.00	14,604.96)	140.10		
								T C C C

720-REFUSE FUND

3-20-2023 07

CITY OF FARMER THE RAUDITED AS OF: FEBRUARY 28TH, 2023

% OF YEAR COMPLETED: 41.67
BUDGET % YTD

PAGE:

REVENUES	BUDGET	PERIOD	YEAK TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	00.00	00.00	00.00	00.0	00.00
720.00.5744.000 PENALTIES	6,260	616.68	2,778.23	00.0	3,481.77	44.38
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	00.00	00.00	00.00	00.00	00.0
720.00.5751.000 RESIDENTIAL TRASH COLL	270,584	24,839.60	124,626.01	00.00	145,957.99	46.06
720.00.5752.000 COMMERCIAL TRASH COLLECT	192,591	16,695.70	83,520.55	00.00	109,070.45	43.37
720.00.5755.000 RECYCLE	92,557	7,707.32	38,740.82	00.0	53,816.18	41.86
720.00.5755.001 RECYCLE FRANCHISE FEE	8,100	674.00	3,387.00	00 0	4,713.00	41.81
720.00.5762.000 INTEREST EARNED	0	00.00	00.00	00.00	00.00	00.0
720.00.5767.000 OTHER REVENUE	0	00.00	00.00	00.00	00.00	00.0
720.00.5768.000 BRUSH AND CHIPPING AND P	0	00.00	00.00	00 0	00.00	00.0
720.00.5770.000 HHW	0	00.0	00.00	00-0	00.00	00.00
720.00.5995.000 TRANSFER IN RES	0	00.00	00.00	00.0	00.00	00.0
TOTAL 00-REVENUE	570,092	50,533.30	253,052.61	00.0	317,039.39	44.39
TOTAL REVENUE	570,092	50,533.30	253,052.61	00.0	317,039.39	44.39

Agenda Section	Consent Agenda		
Section Number	IV C		
Subject	Public Works Report		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	April 6, 2023		
Attachment(s)	Report		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action 		



Public Works Monthly Report

Metrics

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

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

Public Works General

- 1. Lost time accidents for the year.
 - a. Total Number for 2022-2023: 0
 - b. Accidents in Month: 0
- 2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

Street System

- 1. Currently active projects in priority order
 - a. For the last month the following streets received repairs:
 - Gaddy
 - Washington
 - Maple
 - 7th through 9th alleys
 - Sycamore
 - Floyd
 - Rolling Hills
 - Flm
 - b. Texas Community Development Block Grant, Community Development Fund. (phase: concept, completion percentage: 2%)
 - Reconstruction and drainage improvements, Davis (Prospect) between Rike and Austin, North Rike: Houston to Davis, Austin: Davis to Houston
 - \$350K grant, \$52.5K match
 - Grant has been awarded by Texas Department of Agriculture. Awaiting contract.

- c. Texas Community Development Block Grant, Main Street Development Fund. (phase: engineering, completion percentage: 5%)
 - Street and accessibility improvements, Farmersville Parkway South Main to Washington
 - \$350K grant, \$52.5K match
 - Drawing package is complete.
 - Awaiting project environmental approval from the State.
- 2. Priority backlog items
 - a. Stripe curb as no parking along Onion Alley
 - b. Stripe along Main Street at railroad
 - c. No parking and fire lane painted curbs downtown
 - d. US Economic Development Administration (EDA) Grant
 - e. Develop thoroughfare impact fees
 - f. Institute railroad silent crossings

Water System

- 1. Currently active projects in priority order
 - a. None.
- 2. Large water leak repairs
 - a. None.
- 3. Priority backlog items
 - a. Recoat/rehab north elevated water tank.
 - b. Increase pumping capacity at underground storage tank to 1500 GPM pumps.
 - c. Update AMI/meter system with Utility Hawk software to display customer usage.
 - d. Replace cast iron/galvanized water lines:
 - Maple between Windom and Washington
 - Rolling Hills galvanized water lines
 - Windom Street from 7th Street alley to Sycamore
 - Hill Street between Orange and Bois D' Arc
 - Lee Street
 - Maple between Wilcoxson and SH 78
 - e. Chlorine injection system.
 - f. Security cameras at water system focal points.

Wastewater System

- 1. Currently active projects in priority order
 - a. Continued review of the trickling arm filter operation.
 - i. The trickling filter repair actions are underway. Plastic gasket is due for replacement mid-April.
 - b. Lake Haven Wastewater Treatment Plant construction status
 - i. Lift Station: Contract awarded. Construction is underway.
 - ii. High Value Treatment Equipment: Contract awarded. Equipment on order.
 - iii. Structural Equipment: Bids opened. Contract awarded.
 - iv. Site Finish Out: Contract award in May.

- 2. Large wastewater collection system repairs
 - a. None.
- 3. Priority backlog items
 - a. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
 - b. Develop possible financial plans for interceptor line.
 - c. Floyd Road lift station reconstruction with force main.
 - d. South side lift station construction
 - e. North side lift station SCADA installation
 - f. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

Storm Water System

1. Relocate storm water line between Main Street and City Park drainage ditch. (phase: construction, completion percentage: 25%)

Property and Buildings

- 1. Currently active projects in priority order
 - a. Stock carp in South Lake and fix morning glory outflow structure. (in progress)
 - b. JW Spain concession improvements. (phase: construction, completion percentage: 90%)
 - c. Install Big Bertha emergency siren at Farmersville Heritage Museum. (phase: construction, completion percentage: 65%).
 - d. Onion Shed improvements, Collin County Open Space Grant/FCDC. (phase: preconstruction, completion percentage: 5%)
 - i. Received bids.
 - ii. Developing recommendations for contract award along with the FCDC.
 - e. Rambler Park: ADA swing set and non-ADA swing set installation. (Collin County Open Space Grant/FCDC, phase: preconstruction, completion percentage: 5%)
 - i. Received bids.
 - ii. Developing recommendations for contract award along with the FCDC.
 - f. Chaparral Trail Improvements, Grant: 4 X \$200K grant/\$50K match. Awaiting contract from State of Texas. (phase: engineering, completion percentage: 2%).
- 2. Backlog items
 - a. Stripe parking lot at Senior Center.
 - b. Stripe north downtown parking lot.
 - c. Adjust lighting at JW Spain to throw more light on the football field.
 - d. Install remaining banner mounts downtown.
 - e. Riding Arena: greeting sign with rules
 - f. Southlake Park: playground equipment repair

Electrical System

- 1. Currently active projects in priority order
 - a. Pole replacements
 - None

- b. Removed four spans of open wire secondary on Wilcoxson and Maple
- c. High School indoor practice facility. (phase: construction, completion percentage: 75%)
- d. High School remodel. (phase: construction, completion percentage: 4%)
- 2. Substation and transmission line improvements (phase: concept only, completion percentage: 70%)
 - a. Continued substation site investigation.
 - b. Received substation site appraisal.
- 3. Priority backlog projects
 - a. Complete circuit 1 open wire secondary replacement.

Refuse System

1. No new news.

High Speed Internet Service

- 1. Received Request for Proposal (RFP) responses.
- 2. CARES Act Broadband Grant
 - a. \$2.9M grant, \$730K match
- 3. American Rescue Plan Grant
 - a. \$899.4K total
 - b. Used as match for CARES Act Broadband Grant



Agenda Section	Consent Agenda		
Section Number	IV D		
Subject	City Managers Report		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	April 6, 2023		
Attachment(s)	Report		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action 		



City Manager Monthly Report

Metrics

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

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

City Manager General

- 1. Top priority items:
 - a. Economic Development
 - i. Hire Economic Development Director.
 - ii. Fiber
 - iii. New sources of ad valorem/sales tax
 - b. Code enforcement
 - c. Streets
 - d. Water/Sewer lines
 - e. Municipal Development District (MDD)
 - f. Employee compensation and benefits
 - g. Farmersville Electric rates

Ordinances, Resolutions, and Public Hearings (In Priority Order)

- 1. City limit modification and annexation for the following properties: (in-progress)
 - a. Northern section of Chaparral Trail
- 2. Adopt new ETJ boundary and related map. (in-progress)
- 3. Street ordinance regarding change of traffic flow at the intermediate school. (inprogress)
- 4. Modify outdoor fuel storage requirements. (in-progress)
- 5. Modify parking ordinance requirements to encompass parking on city property. (backlog)
- 6. Public Hearing for Upper Trinity Regional Water District crossing of the Chaparral Trial close to CR 1098. (in-progress)
- 7. Modify zoning ordinance to achieve the following (backlog)
 - a. Consider deleting SF3 category.
 - b. Enhance remaining SF categories to promote quality neighborhoods.
- 8. Subdivision ordinance change to accommodate increased park land dedication and when a plat is required concerning five acres or less. (backlog)
- 9. Impact fee study and related ordinances. (backlog)
- 10. VFW SUP Ordinance. (backlog)
- 11. SH 78 speed study resolution. (backlog)
- 12. Truck weight capacity ordinance. (backlog)

13. Water design manual change to accommodate rural water pipe designs. (backlog)

Contracts/Agreements/Grants

- 1. Lakehaven ILA for emergency services. (in-progress)
- 2. Little league contract revision. (in-progress)
- 3. Collin County Open Space grant applications pending ILA. (in-progress)
 - a. Caddo Park Improvements (Estimated Project Cost: \$200K, Collin County Grant: \$100K, Project Coordinator: USACE)
- 4. CDBG Community Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. Awaiting contract award from the State. (in-progress)
- 5. CDBG Main Street Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. (in-progress)
 - a. Drawing package is complete.
 - b. Awaiting project environmental approval from the State.
- 6. Caddo Basin CCN agreement for area at the corner of CR 653 and Audie Murphy Parkway. (in-progress)
- 7. EDA Planning Grant. (backlog)
- 8. TP&W Small Communities Parks Grant 50% grant/50% match. (backlog)
- 9. TP&W Outdoor Recreation Grant. (backlog)
- 10. State of Texas Historical Preservation Grant. (backlog)

Planning/Plats/Site Plans/Zoning/Variances

- 1. Tatum Elementary School Plat. (in-progress)
- 2. High School Plat. (in-progress)
- 3. Resubmittal of the Orange 380 addition replat, Orange Street at Audie Murphy Parkway. (in-progress)
- 4. The Loop at Farmersville apartments development concept plan. (in-progress)
- 5. Lake Haven final plat. (in-progress)
- 6. Trevino Estates (1922 CR 554) Preliminary Plat to create 3 residential lots. (inprogress)
- 7. Rolling Hills Phase 2 (807 CR 655) replat into 2 residential lots. (in-progress)
- 8. Sandy Landing (CR550) Preliminary Plat. (in-progress)
- 9. Update comprehensive plan. (backlog)

Policy/Procedural Changes

1. No new news.

Customer Service Window

1. No new news.

Personnel Related Matters

- 1. One open police patrol officer position.
- 2. One open electrical lineman position.

Budget/Finance

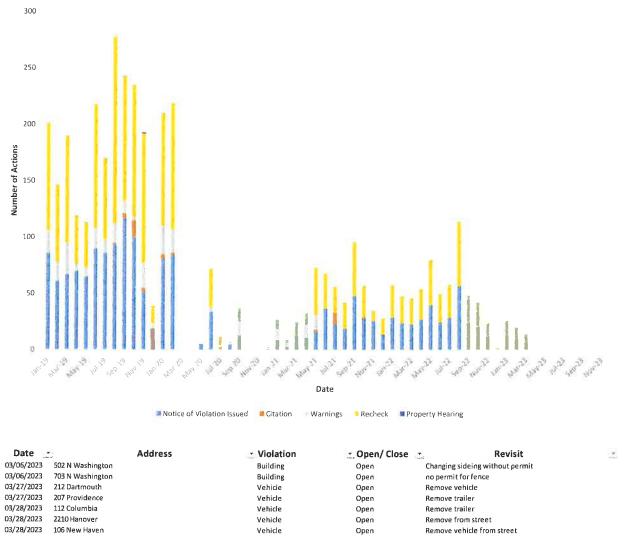
1. End of year auditors continuing their audit process.

Development Services

- 1. FISD
 - High School 2nd Floor addition
 - High School multipurpose building with practice field

- High School remodel
- 2. Farmersville Loop Apartments
 - Approximately 350 units
 - Site Plan is approved, working on preliminary plat
- 3. Fountainview Apartments
 - 290 apartment units, 7 buildings in phase 1, 3 buildings in phase 2
 - Preliminary platting approved, infrastructure construction is continuing
- 4. Camden Park
 - Phase IV infrastructure, 110 total
 - Preliminary platting approved, awaiting infrastructure construction
- 5. Code Compliance Update

Code Enforcement Activity



Information Technology

1. Incode upgrades are complete.

Special Events/Projects

1. No new news.

V. Informational Items

Agenda Section	Informational Items	
Section Number	V.A	
Subject	City Amenities Board	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	2023	
Attachment(s)	Possible Council Liaison Report	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 	



Agenda Section	Informational Items		
Section Number	V.B		
Subject	Farmersville Community Development Board (Type B)		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	2023		
Attachment(s)	Possible Council Liaison Report		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 		

Agenda Section	Informational Items		
Section Number	V.C		
Subject	FEDC Farmersville Economic Development Board (Type A)		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	2023		
Attachment(s)	Possible Council Liaison Report		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 		

3.



Agenda Section	Informational Items	
Section Number	V.E	
Subject	Parks & Recreation Board	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	2022	
Attachment(s)	Possible Council Liaison Report	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action 	

Agenda Section	Informational Items	
Section Number	V.F	
Subject	Planning & Zoning Commission	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	2023	
Attachment(s)	Possible Council Liaison Report	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 	



Agenda Section	Informational Items		
Section Number	V.G.		
Subject	TIRZ Board		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	2023		
Attachment(s)	Possible Council Liaison Report		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 		



VI. PUBLIC HEARINGS AND ORDINANCES

Agenda Section	Public Hearing and Ordinances		
Section Number	IV A		
Subject	Ordinance O-2023-0411-001 Annexation of Chaparral Rails to Trails		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	April 6, 2023		
Attachment(s)	Ordiance		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 		

CITY OF FARMERSVILLE ORDINANCE #O-2023-0411-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ANNEXING CERTAIN PROPERTY OWNED BY THE CITY OF FARMERSVILLE, TEXAS THAT IS LOCATED ADJACENT AND CONTIGUOUS TO THE CORPORATE BOUNDARIES OF THE CITY OF FARMERSVILLE, TEXAS, AND COMMONLY REFERRED TO AS THE CHAPARRAL RAILS TO TRAILS OR THE CHAPARRAL TRAIL, AS HEREINAFTER DESCRIBED, CONTAINING APPROXIMATELY 102.54 ACRES OF LAND, MORE OR LESS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY; ADOPTING A SERVICE PLAN; FURTHER PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE CITY AS HERETOFORE ADOPTED; PROVIDING THAT THE CITY MANAGER UNDERTAKE CERTAIN ACTIONS RELATIVE TO SAID ANNEXATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, the City of Farmersville, Texas has submitted and received a petition seeking annexation of a tract of land (identified below) owned by the City of Farmersville, Texas that has been duly signed and acknowledged by the City; and

WHEREAS, the City accepted the Petition pursuant to Chapter 43 of the Texas Local Government Code and has instituted annexation proceedings to annex the territory covered by such petition for annexation; and

WHEREAS, the City published notice of the required public hearing on said annexation in a newspaper of general circulation in the City and in the territory proposed to be annexed not more than twenty (20) days nor less than ten (10) days prior to the day of such public hearing and held the public hearing in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, the public hearing was conducted and held in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, all required statutory notices pursuant to the Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, an agreement regarding the provision of services to the land, attached hereto as Exhibit "B" and incorporated herein for all purposes, was negotiated with the owner of the subject land detailing the services that will be provided by the City; and

WHEREAS, the tract of land proposed to be annexed is adjacent to and adjoins or abuts properties within the City of Farmersville, Texas.

Ordinance #O-2023-0411-001 (Annexing Certain Land Owned by City of Farmersville, Texas)



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

SECTION 1: All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: The following described land shall be and is hereby annexed into the corporate limits of the City of Farmersville, Collin County, Texas:

Bing a tract of land containing approximately 4,466,684.21 square feet or 102.54 acres of land that is commonly referred to as the Chaparral Rails to Trails or the Chaparral Trail being a variable width strip of land ranging from fifty feet (50') wide to one hundred feet (100') wide on either side of the railroad right-of-way situated between the northern boundary line of the City of Farmersville, Texas, and the southern boundary line of the City of Celeste, Texas, which portion of the Chaparral Trail is more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein for all purposes allowed by law.

SECTION 3: The municipal services for the herein annexed land will be provided in accordance with the Agreement, attached hereto as Exhibit "C" and incorporated herein by reference for all purposes in accordance with Chapter 43 of the Texas Local Government Code, that is hereby approved as part of this Ordinance, and is made a part hereof.

SECTION 4: The official map and boundaries of the City heretofore adopted and amended shall be and are hereby amended so as to include the land described in Exhibit "A" as part of the City.

SECTION 5: The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance including, but not limited to, making any corrections to the official map of the City to add the land hereby annexed as required by law.

SECTION 6: The City Manager is hereby directed and authorized to file or cause to be filed a certified copy of this Ordinance with the necessary governmental agencies, including the United States Department of Justice.

SECTION 7: If any section, subsection, sentence, phrase, or word be found to be illegal, invalid or unconstitutional, or if any portion of said properties is incapable of being annexed by the City of Farmersville, Texas, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision to any other person or portion of said properties, situation

or circumstance, nor shall the adjudication affect any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City of Farmersville, Texas. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid properties without the invalid part and invalid properties and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8: This Ordinance shall take effect and be in full force from and after its passage, as provided by the laws of the State of Texas.

PASSED on first and only reading on the 28th day of March 2023, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 11th DAY OF APRIL 2023

	BY:
	BRYON WEIBOLD
	Mayor
ATTEST:	
TABATHA MONK City Secretary	

Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)



EXHIBIT "A"

LEGAL DESCRIPTION

Being a variable width strip of land along either side of the centerline of the railroad right-of-way, situated in Hunt County, Texas and being the same tract of land conveyed to the City of Farmersville and being more particularly described as follows:

BEGINNING at the intersection of the northwest corner of the property with the Collin/Hunt County line:

THENCE North 49°29'20" East, 31.38 feet; THENCE North 44°42'09" East, 84.60 feet to a point; THENCE North 44°45'11" East, 1,078.70 feet to a point; THENCE North 45°03'33" East, 454.52 feet to a point; THENCE North 45°03'33" East, 510.37 feet to a point; THENCE North 44°25'16" East, 53.19 feet to a point; THENCE North 45°12'29" East, 228.02 feet to a point; THENCE North 45°03'49" East, 176.93 feet to a point; THENCE North 44°12'55" West, 126.59 feet to a point; THENCE North 45°25'28" East, 728.81 feet to a point; THENCE North 49°49'44" East, 78.36 feet to a point; THENCE North 44°34'04" East, 160.07 feet to a point; THENCE North 44°34'04" East, 789.50 feet to a point; THENCE North 46°20'58" East, 73.82 feet to a point; THENCE North 49°23'55" East, 70.70 feet to a point; THENCE North 53°58'22" East, 59.60 feet to a point; THENCE North 61°37'00" East, 2.19 feet to a point; THENCE North 61°36'56" East, 43.29 feet to a point; THENCE North 62°14'30" East, 55.91 feet to a point; THENCE North 62°06'09" East, 50.09 feet to a point; THENCE North 57°05'42" East, 52.73 feet to a point;

THENCE North 59°55'53" East, 57.17 feet to a point;

Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)

THENCE North 56°24'11" East, 45.15 feet to a point; THENCE North 53°37'32" East, 63.26 feet to a point; THENCE North 51°20'25" East, 66.70 feet to a point; THENCE North 48°21'59" East, 62.72 feet to a point; THENCE North 48°21'59" East, 29.39 feet to a point; THENCE North 48°22'11" East, 1.97 feet to a point; THENCE North 44°54'10" East, 1,084.60 feet to a point; THENCE North 42°38'30" East, 155.73 feet to a point; THENCE North 44°37'03" East, 429.27 feet to a point; THENCE North 44°48'36" East, 508.60 feet to a point; THENCE North 44°48'36" East, 362.27 feet to a point; THENCE North 44°48'36" East, 66.49 feet to a point; THENCE North 44°48'36" East, 1,171.29 feet to a point; THENCE North 44°47'04" East, 1,152.17 feet to a point; THENCE North 44°46'16" East, 638.42 feet to a point; THENCE North 44°50'42" East, 181.75 feet to a point; THENCE North 44°28'33" East, 131.05 feet to a point; THENCE North 44°59'41" East, 904.95 feet to a point; THENCE North 44°56'14" East, 1,624.60 feet to a point; THENCE North 44°47'47" East, 41.92 feet to a point; THENCE North 44°47'43" East, 1,919.83 feet to a point; THENCE North 44°50'12" East, 55.17 feet to a point; THENCE North 44°47'47" East, 144.31 feet to a point; THENCE North 44°51'03" East, 978.15 feet to a point; THENCE North 44°51'04" East, 32.23 feet to a point; THENCE North 44°51'03" East, 147.42 feet to a point; THENCE North 44°51'04" East, 520.91 feet to a point; THENCE North 45°00'00" East, 167.99 feet to a point; THENCE North 45°00'00" East, 7.60 feet to a point; THENCE North 45°00'00" East, 1,102.24 feet to a point; THENCE North 44°59'59" East, 42.50 feet to a point; THENCE North 45°00'00" East, 709.55 feet to a point;

THENCE North 45°00'01" East, 41.67 feet to a point; THENCE North 45°00'00" East, 252.48 feet to a point; THENCE North 44°26'28" East, 316.88 feet to a point; THENCE North 44°26'04" East, 777.98 feet to a point; THENCE North 44°26'52" East, 785.52 feet to a point; THENCE North 44°26'29" East, 43.54 feet to a point; THENCE North 44°56'39" East, 1,125.75 feet to a point; THENCE North 44°50'02" East, 732.73 feet to a point; THENCE North 44°59'00" East, 280.09 feet to a point; THENCE North 44°52'31" East, 126.90 feet to a point; THENCE North 44°20'06" East, 84.21 feet to a point; THENCE North 43°13'33" East, 117.12 feet to a point; THENCE North 41°56'07" East, 37.93 feet to a point; THENCE North 41°56'08" East, 79.19 feet to a point; THENCE North 40°38'43" East, 117.12 feet to a point; THENCE North 39°21'17" East, 117.12 feet to a point; THENCE North 38°03'52" East, 117.12 feet to a point; THENCE North 36°46'27" East, 117.12 feet to a point; THENCE North 35°29'02" East, 117.12 feet to a point; THENCE North 34°11'52" East, 116.33 feet to a point; THENCE North 34°02'30" East, 111.09 feet to a point; THENCE North 34°12'44" East, 312.96 feet to a point; THENCE North 34°00'32" East, 1,639.69 feet to a point; THENCE North 33°05'44" East, 469.89 feet to a point; THENCE North 33°05'44" East, 48.09 feet to a point; THENCE North 33°58'14" East, 634.41 feet to a point; THENCE North 37°38'34" East, 136.32 feet to a point; THENCE North 38°42'41" East, 133.91 feet to a point; THENCE North 88°28'21" East, 0.05 feet to a point; THENCE North 39°20'36" East, 39.63 feet to a point; THENCE North 39°57'32" East, 102.41 feet to a point; THENCE North 40°54'33" East, 137.99 feet to a point;

THENCE North 42°00'00" East, 137.99 feet to a point; THENCE North 43°05'27" East, 137.99 feet to a point; THENCE North 44°10'55" East, 137.99 feet to a point; THENCE North 45°16'22" East, 137.99 feet to a point; THENCE North 46°21'49" East, 137.99 feet to a point; THENCE North 47°27'16" East, 137.99 feet to a point; THENCE North 51°46'05" East, 115.31 feet to a point; THENCE North 52°26'54" East, 242.33 feet to a point; THENCE North 53°04'08" East, 242.33 feet to a point; THENCE North 53°41'23" East, 242.33 feet to a point; THENCE North 54°03'04" East, 40.08 feet to a point; THENCE North 54°06'51" East, 759.73 feet to a point; THENCE North 54°06'51" East, 237.43 feet to a point; THENCE North 53°51'59" East, 321.02 feet to a point; THENCE North 53°51'59" East, 1,301.61 feet to a point; THENCE North 53°47'57" East, 1,082.04 feet to a point; THENCE North 48°15'10" East, 101.61 feet to a point; THENCE North 47°18'41" East, 138.87 feet to a point; THENCE North 46°13'24" East, 138.87 feet to a point; THENCE North 45°08'10" East, 138.87 feet to a point; THENCE North 44°02'54" East, 138.87 feet to a point; THENCE North 42°53'44" East, 147.74 feet to a point; THENCE North 42°53'44" East, 7.79 feet to a point; THENCE North 41°48'28" East, 122.11 feet to a point; THENCE North 41°55'52" East, 0.10 feet to a point; THENCE North 41°11'09" East, 0.01 feet to a point; THENCE North 42°53'04" East, 184.86 feet to a point; THENCE North 42°52'58" East, 2.47 feet to a point; THENCE North 42°53'15" East, 688.90 feet to a point; THENCE North 42°53'15" East, 410.43 feet to a point; THENCE North 43°09'05" East, 141.39 feet to a point; THENCE North 42°42'44" East, 1,516.00 feet to a point;

THENCE North 43°21'50" East, 1,132.78 feet to a point; THENCE North 42°51'26" East, 107.76 feet to a point; THENCE North 42°51'26" East, 749.44 feet to a point; THENCE North 42°50'51" East, 722.05 feet to a point; THENCE North 42°36'16" East, 139.55 feet to a point; THENCE South 89°56'32" East, 135.79 feet to a point; THENCE South 42°36'56" West, 262.01 feet to a point; THENCE South 42°48'36" West, 243.59 feet to a point; THENCE South 42°30'39" West, 376.83 feet to a point; THENCE South 40°36'04" West, 25.92 feet to a point; THENCE South 43°21'57" West, 157.76 feet to a point; THENCE South 43°18'58" West, 262.22 feet to a point; THENCE South 42°51'26" West, 483.23 feet to a point; THENCE South 43°23'39" West, 88.11 feet to a point; THENCE South 43°23'38" West, 384.48 feet to a point; THENCE South 43°23'38" West, 654.64 feet to a point; THENCE South 42°43'53" West, 74.44 feet to a point; THENCE South 42°43'52" West, 28.91 feet to a point; THENCE South 42°43'52" West, 153.35 feet to a point; THENCE South 42°43'53" West, 20.29 feet to a point; THENCE South 42°43'52" West, 716.99 feet to a point; THENCE South 42°43'52" West, 589.60 feet to a point; THENCE South 42°43'52" West, 78.81 feet to a point; THENCE South 42°51'09" West, 1,317.50 feet to a point; THENCE South 41°52'29" West, 74.38 feet to a point; THENCE South 42°42'10" West, 139.92 feet to a point; THENCE South 43°47'02" West, 139.92 feet to a point; THENCE South 44°51'53" West, 139.92 feet to a point; THENCE South 45°56'46" West, 139.92 feet to a point; THENCE South 47°01'37" West, 139.92 feet to a point; THENCE South 48°07'36" West, 144.71 feet to a point; THENCE South 53°47'57" West, 670.37 feet to a point;

THENCE South 53°47'57" West, 416.21 feet to a point; THENCE South 53°51'59" West, 1,622.91 feet to a point; THENCE South 54°06'51" West, 309.54 feet to a point; THENCE South 54°06'51" West, 687.82 feet to a point; THENCE South 53°50'00" West, 209.35 feet to a point; THENCE South 53°15'09" West, 242.08 feet to a point; THENCE South 52°25'53" West, 0.01 feet to a point; THENCE South 52°50'23" West, 78.98 feet to a point; THENCE South 52°31'41" West, 163.08 feet to a point; THENCE South 52°45'54" West, 0.01 feet to a point; THENCE South 52°05'36" West, 174.92 feet to a point; THENCE South 47°57'31" West, 17.03 feet to a point; THENCE South 47°20'22" West, 137.33 feet to a point; THENCE South 46°14'19" West, 137.33 feet to a point; THENCE South 45°08'15" West, 137.33 feet to a point; THENCE South 44°02'12" West, 137.33 feet to a point; THENCE South 42°56'08" West, 137.33 feet to a point; THENCE South 41°50'06" West, 137.33 feet to a point; THENCE South 40°46'11" West, 128.45 feet to a point; THENCE South 40°05'39" West, 40.08 feet to a point; THENCE South 39°30'28" West, 106.13 feet to a point; THENCE South 38°31'56" West, 137.33 feet to a point; THENCE South 37°33'14" West, 106.75 feet to a point; THENCE South 33°58'14" West, 631.66 feet to a point; THENCE South 33°05'39" West, 517.28 feet to a point; THENCE South 34°02'30" West, 356.23 feet to a point; THENCE South 34°02'30" West, 136.73 feet to a point; THENCE South 34°02'30" West, 1,049.05 feet to a point; THENCE South 34°02'30" West, 522.13 feet to a point; THENCE South 34°00'54" West, 83.85 feet to a point; THENCE South 35°06'23" West, 118.10 feet to a point; THENCE South 36°22'58" West, 118.10 feet to a point;

THENCE South 37°39'35" West, 118.10 feet to a point; THENCE South 38°56'10" West, 118.10 feet to a point; THENCE South 40°12'46" West, 118.10 feet to a point; THENCE South 41°29'22" West, 118.10 feet to a point; THENCE South 42°45'57" West, 118.10 feet to a point; THENCE South 44°02'33" West, 118.10 feet to a point; THENCE South 44°50'12" West, 38.27 feet to a point; THENCE South 44°52'31" West, 1,112.59 feet to a point; THENCE South 45°00'00" West, 1,012.96 feet to a point; THENCE South 44°26'28" West, 217.10 feet to a point; THENCE South 44°26'27" West, 43.54 feet to a point; THENCE South 44°26'28" West, 1,556.33 feet to a point; THENCE South 44°26'28" West, 219.37 feet to a point; THENCE South 45°00'00" West, 156.56 feet to a point; THENCE South 45°00'00" West, 41.67 feet to a point; THENCE South 45°00'00" West, 449.61 feet to a point; THENCE South 45°00'00" West, 455.98 feet to a point; THENCE South 45°00'00" West, 42.08 feet to a point; THENCE South 45°00'00" West, 74.22 feet to a point; THENCE South 45°00'00" West, 410.67 feet to a point; THENCE South 45°00'00" West, 0.16 feet to a point; THENCE South 44°57'13" West, 1,008.32 feet to a point; THENCE South 44°51'03" West, 180.67 feet to a point; THENCE South 44°51'32" West, 95.84 feet to a point; THENCE South 44°48'12" West, 62.13 feet to a point; THENCE South 44°50'50" West, 1,080.08 feet to a point; THENCE South 41°35'07" West, 162.62 feet to a point; THENCE South 62°06'27" West, 33.32 feet to a point; THENCE South 44°46'20" West, 1,772.53 feet to a point; THENCE South 44°47'47" West, 41.89 feet to a point; THENCE South 44°47'47" West, 111.34 feet to a point; THENCE South 44°57'14" West, 604.26 feet to a point;

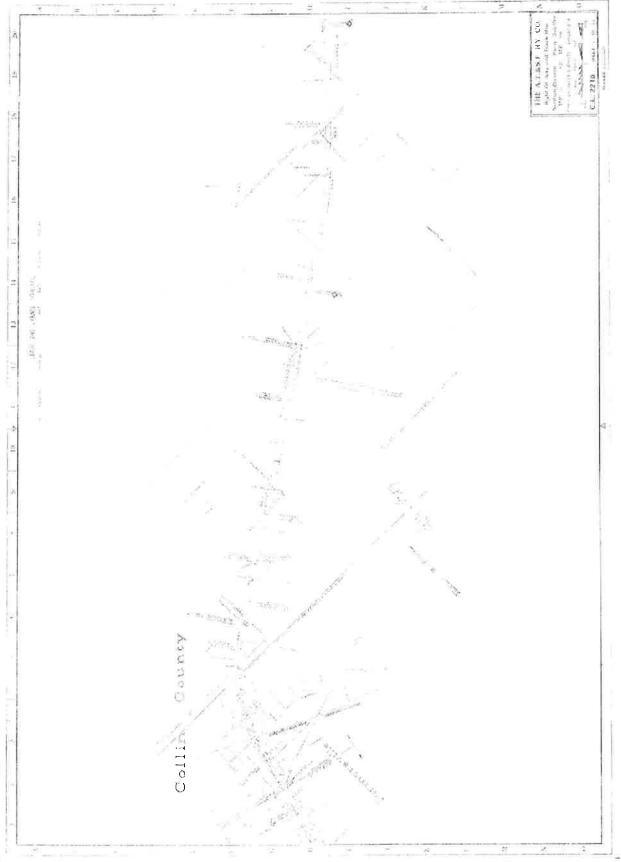
THENCE South 44°57'14" West, 351.04 feet to a point; THENCE South 44°57'14" West, 367.03 feet to a point; THENCE South 44°38'57" West, 591.05 feet to a point; THENCE South 45°16'59" West, 483.43 feet to a point; THENCE South 44°50'26" West, 349.25 feet to a point; THENCE South 44°32'52" West, 706.10 feet to a point; THENCE South 44°46'42" West, 956.62 feet to a point; THENCE South 46°14'26" West, 114.00 feet to a point; THENCE South 44°48'36" West, 2,204.90 feet to a point; THENCE South 44°37'03" West, 524.90 feet to a point; THENCE South 40°34'22" West, 84.45 feet to a point; THENCE South 44°10'43" West, 1,064.66 feet to a point; THENCE South 44°10'31" West, 1,662.98 feet to a point; THENCE South 43°07'28" West, 81.04 feet to a point; THENCE South 41°43'11" West, 196.80 feet to a point; THENCE South 36°52'11" West, 71.61 feet to a point; THENCE South 30°57'50" West, 56.15 feet to a point; THENCE South 28°44'23" West, 56.40 feet to a point; THENCE South 26°17'21" West, 56.40 feet to a point; THENCE South 23°50'20" West, 56.40 feet to a point; THENCE South 21°23'19" West, 56.40 feet to a point; THENCE South 17°00'14" West, 28.96 feet to a point; THENCE South 57°15'33" West, 1.58 feet to a point; THENCE South 57°15'15" West, 22.51 feet to a point; THENCE South 46°18'55" West, 160.16 feet to a point; THENCE North 43°40'00" West, 150.00 feet to a point; THENCE North 43°40'01" West, 3.56 feet to a point; THENCE South 45°03'43" West, 266.08 feet to a point; THENCE South 45°03'33" West, 258.10 feet to a point; THENCE South 45°03'34" West, 46.00 feet to a point; THENCE South 45°03'33" West, 391.16 feet to a point; THENCE South 45°03'33" West, 411.94 feet to a point;

THENCE South 44°56'36" West, 68.34 feet to a point;
THENCE South 44°56'36" West, 1,229.67 feet to a point;
THENCE South 50°00'47" West, 32.69 feet to a point;
THENCE North 0°50'20" West, 133.59 feet to the POINT OF BEGINNING and containing 4,466,684.21 square feet or 102.54 acres.

EXHIBIT "B"

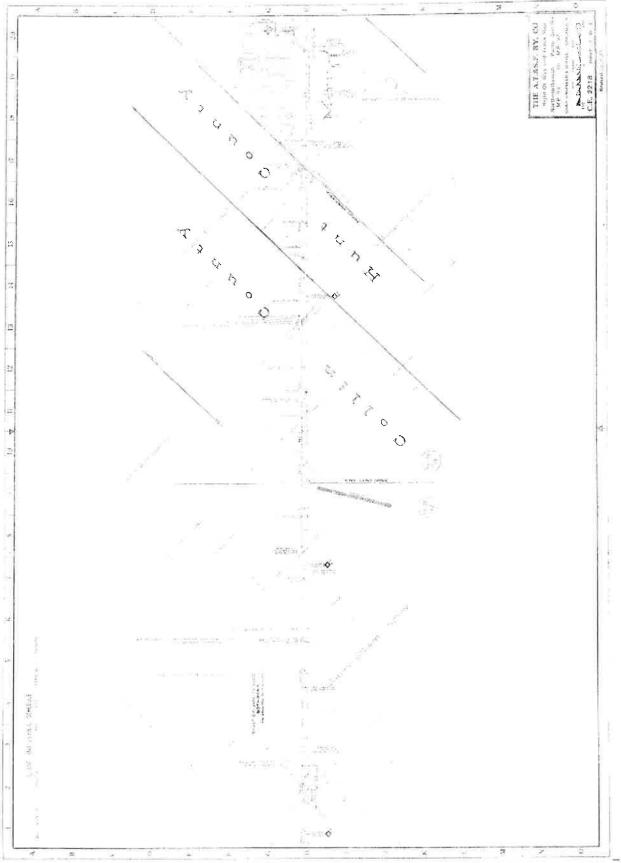
DEPICTION OF LAND

[Consisting of following 5 pages.]



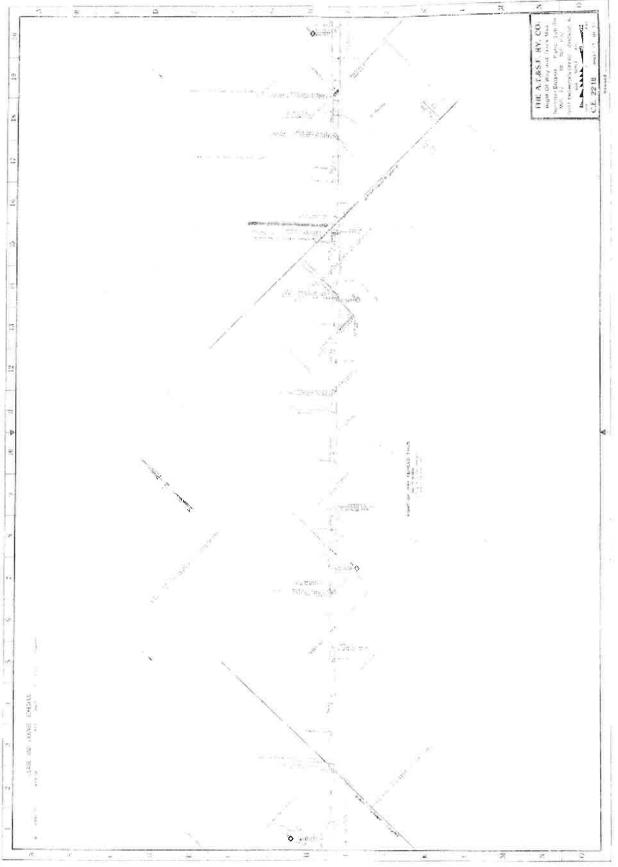
Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)

Page 14



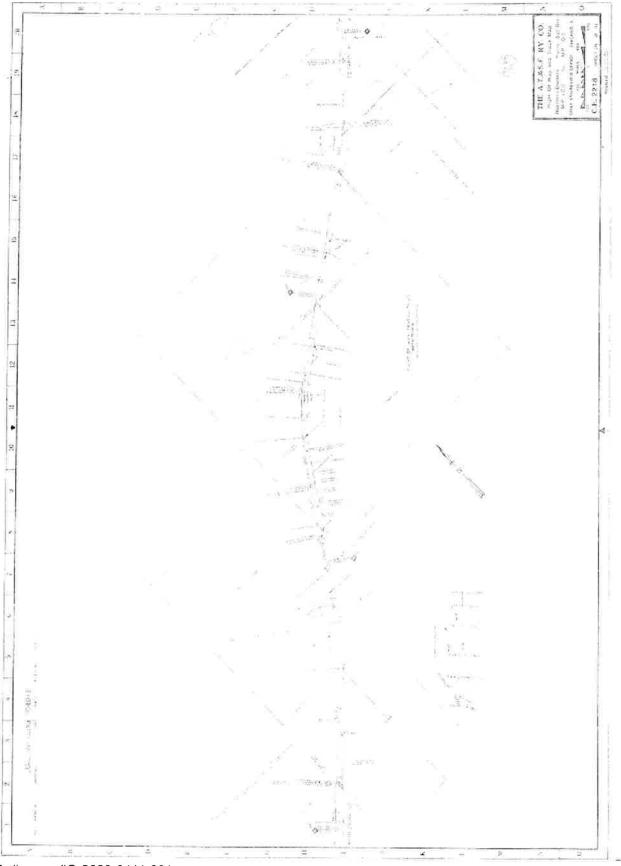
Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)

Page 15



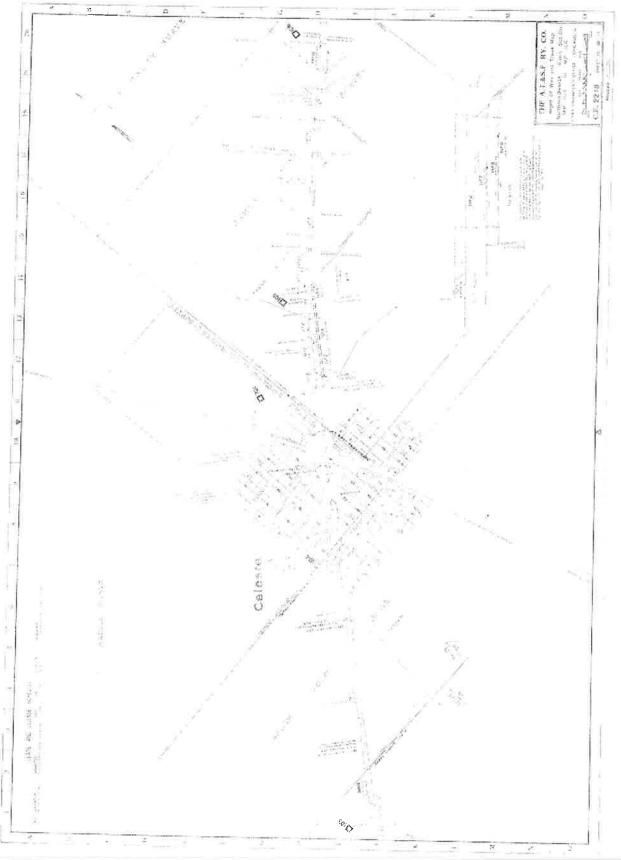
Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)

Page 16



Ordinance #O-2023-0411-001
(Annexing Certain Land Owned by City of Farmersville, Texas)

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Ordinance #O-2023-0411-001 (Annexing Certain Land Owned by City of Farmersville, Texas)

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EXHIBIT "C"

ANNEXATION SERVICE AGREEMENT

(Consisting of the following 8 pages.)

Ordinance #O-2023-0411-001 (Annexing Certain Land Owned by City of Farmersville, Texas)

Page 19

AFTER RECORDING, RETURN TO:

City Manager
City of Farmersville
205 S. Main Street
Farmersville, Texas 75442

ANNEXATION SERVICE AGREEMENT FOR CERTAIN LAND OWNED BY THE CITY OF FARMERSVILLE, TEXAS

This Annexation Service Agreement ("Service Agreement") is made and entered into pursuant to Texas Local Government Code § 43.0672 as of this ____ day of _____, 2023, for approximately 84.7965 acres of land owned by the CITY OF FARMERSVILLE, TEXAS, ("City") on the terms and conditions hereinafter set forth.

WHEREAS, Owner has submitted a petition for the annexation of the four tracts of land containing a cumulative amount of approximately 102.54 acres of land, described in Exhibit "A", (the "Annexed Area") that has been accepted by City; and

WHEREAS, Texas Local Government Code § 43.0672 now requires the Owner of land that petitions for annexation into a city and the City to enter into an agreement that details the manner in which municipal services will be provided to such land upon its annexation;

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

- 1. <u>Findings Incorporated</u>. All of the above premises are found to be true and correct and are incorporated into the body of this Service Agreement as if copied in their entirety.
- 2. Agreed Service Plan for Providing Municipal Services. Municipal services will be provided to the Annexed Area, by the City in accordance with the following provisions and Texas Local Government Code § 43.065.

A. Police Protection

- 1. Police personnel and equipment from the Farmersville Police Department will be provided to the Annexed Area on the effective date of this ordinance.
- 2. Police protection services will be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

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B. Fire Protection.

- 1. Fire protection and Emergency Medical Services (EMS) from the Farmersville Volunteer Fire Department will be provided to the Annexed Area on the effective date of this ordinance.
- 2. Fire protection services will be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

C. Fire Prevention.

The services of the Collin County Fire Marshal, pursuant to a contract with the City, will be provided to the Annexed Area upon the effective date of this ordinance.

D. Solid Waste Collection.

- 1. Solid waste collection will be provided to the Annexed Area upon the effective date of this ordinance. However, for the first two years following annexation, a person in the area who used the services of a privately-owned solid waste management service provider prior to the effective date of the annexation may continue to utilize the services of privately-owned solid waste providers in accordance with Texas Local Government Code § 43.0661 rather than immediately converting to the City's provider.
- 2. Solid waste collection services will be provided at a level of service at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
- 3. The collection of refuse from individual properties will be made in accordance with the usual Sanitation Department scheduling.

E. Water Service.

1. For portions of the Annexed Area within the City's legally certificated area (CCN), the City will provide water services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For portions of the Annexed Area within the City's legally certificated area (CCN), water services will be

provided at a level of service at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

- 2. When new development occurs, the City of Farmersville requires a developer to construct the necessary infrastructure to meet the needs of the development. This requirement may also include the construction of off-site improvements.
- 3. The responsibility for construction of the infrastructure by a developer is described in the City's Subdivision Regulations.
- 4. For portions of the annexed area within the City's legally certificated area (CCN), the City will allow the provision of extensions of water facilities to the Annexed Area on the effective date of this ordinance. Such extensions shall be in accordance with the Farmersville Code and the City's Design Standards, and as amended.
- 5. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
- 6. Water mains installed or improved to City standards within the Annexed Area which are part of the City of Farmersville water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, will be maintained by the City upon the effective date of this ordinance.
- 7. Maintenance of private lines shall continue to be the responsibility of the owner or occupant of property situated within the Annexed Area.
- 8. Where other water districts provide water service, any development that occurs will still meet the City of Farmersville standards for the sizing and construction of utilities.
- 9. For portions of the Annexed Area which are not solely within the City's legally certificated area (CCN), water services shall continue to be provided in the same manner that is described in an approved Judgment, Agreement, Decree or other legal document as of the effective date of this ordinance and as it may thereafter be adopted or amended.

F. Sanitary Sewer Service.

- 1. The City will provide sewer services to the Annexed Area by any of the methods by which it extends the services to any other area of the municipality. Upon annexation, sanitary sewer services will be provided at a level of service at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
- 2. When new development occurs, the City of Farmersville requires a developer to construct the necessary infrastructure to meet the needs of the development. This requirement may also include the construction of off-site improvements.
- 3. The responsibility for construction of the infrastructure by a developer is described in the City's Subdivision Regulations.
- 4. The City will allow the provision of extensions of sanitary sewer facilities to the Annexed Area upon the effective date of this ordinance. Such extensions shall be in accordance with the Farmersville Code and the City's Design Standards, and as amended.
- 5. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
- 6. Sanitary sewer mains and lift stations installed or improved to City Standards within the Annexed Area which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, will be maintained by the City of Farmersville upon the effective date of this ordinance.

G. Streets.

- 1. Emergency street maintenance will be provided for publicly dedicated streets or roads within the Annexed Area upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- 2. Street services will be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and

population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

H. Parks and Recreation.

- 1. The City of Farmersville will provide parks and recreation services to the Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City requires developers to construct hike/bike trails in keeping with the Parks Master Plan. Additionally, new developments must still satisfy the parkland dedication requirements that call for the dedication of land or the payment of fees in lieu of land for park uses.
- 2. Residents within the Annexed Area may utilize all existing park and recreation facilities upon the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 3. Additional park and recreation facilities will be constructed based on Park policies defined in the City's Comprehensive Plan, as amended, and the Farmersville Code. The general planned locations and classifications of parks will ultimately serve residents from the current city limits and residents from areas being considered for annexation.

I. Environmental Health and Code Enforcement Services.

- 1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, will begin within the Annexed Area upon the effective date of this annexation ordinance.
- 2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City Codes and Ordinances will be provided within the Annexed Area upon the effective date of this ordinance.
- 3. The City will provide the level of Environmental Health and Code Enforcement Services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

J. Planning and Zoning.

The Annexed Area shall be zoned in conjunction with the annexation pursuant to the City's Comprehensive Zoning Ordinance (Chapter 77 of the Farmersville Code, as amended). The Future Land Use Plan and Future Land Use Plan Modules Diagram contained within the Comprehensive Plan, as amended, will serve as a guide for consideration of future (re)zoning requests.

K. Miscellaneous.

Any city owned facility, building, or service located within the Annexed Area will be operated and maintained by the City upon the effective date of the annexation ordinance.

L. Capital Improvements Program.

The Annexed Area is eligible for Capital Improvement Program consideration upon the effective date of the annexation ordinance.

M. Other Municipal Services.

Other municipal services not specifically listed in Sections A-L shall be provided to the Annexed Area no later than two and one-half years after the effective date of the annexation, unless certain services cannot reasonably be provided within two and one-half years. In that case, the City shall propose a schedule for providing certain services, and the schedule shall provide for the provision of full municipal services no later than four and one-half years after the effective date of the annexation ordinance.

- 3. <u>Term and Renewal</u>. This Service Agreement is valid for ten years. Renewal of the Service Agreement is at the discretion of the City of Farmersville.
- 4. <u>Level of Services</u>. This Service Agreement does not require a uniform level of full municipal services to each area of the City, including the Annexed Area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.
- 5. <u>Amendments</u>. This Service Agreement shall not be amended unless public hearings are held in accordance with Texas Local Government Code, § 43.052.
- 6. **Entire Agreement.** This Service Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto save and except for the termination rights set forth herein.

- 7. **Venue.** This Service Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
- 8. **Binding Effect.** This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 9. <u>Savings/Severability</u>. In case any one or more of the provisions contained in this Service Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Service Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10. <u>Construction</u>. This Service Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Service Agreement are for convenience and reference only, and the words contained therein shall in no way be interpreted or held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Service Agreement.
- 11. <u>Multiple Counterparts</u>. This Service Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Service Agreement and caused this Service Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FARMERSVILLE

	By: BRYON WEIBOLD Mayor
	Date Signed:
ATTEST:	
TABATHA MONK City Secretary	*

Annexation Service Agreement for Four Tracts of Land Owned By The City of Farmersville, Texas

Page 7

THE STATE OF TEXAS	
COUNTY OF COLLIN	

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

GIVEN UNDER MY HAND	AND SEAL OF OFFICE, THIS THE	
DAT 01 ,		
	Notary Public	County, Texas
	My commission expires	

EXHIBIT A

The Annexed Area

Being a variable width strip of land along either side of the centerline of the railroad right-of-way, situated in Hunt County, Texas and being the same tract of land conveyed to the City of Farmersville and being more particularly described as follows:

BEGINNING at the intersection of the northwest corner of the property with the Collin/Hunt County line:

THENCE North 49°29'20" East, 31.38 feet;

THENCE North 44°42'09" East, 84.60 feet to a point;

THENCE North 44°45'11" East, 1,078.70 feet to a point;

THENCE North 45°03'33" East, 454.52 feet to a point;

THENCE North 45°03'33" East, 510.37 feet to a point;

THENCE North 44°25'16" East, 53.19 feet to a point;

THENCE North 45°12'29" East, 228.02 feet to a point;

THENCE North 45°03'49" East, 176.93 feet to a point;

THENCE North 44°12'55" West, 126.59 feet to a point;

THENCE North 45°25'28" East, 728.81 feet to a point;

THENCE North 49°49'44" East, 78.36 feet to a point;

THENCE North 44°34'04" East, 160.07 feet to a point;

THENCE North 44°34'04" East, 789.50 feet to a point;

THENCE North 46°20'58" East, 73.82 feet to a point;

THENCE North 49°23'55" East, 70.70 feet to a point;

THENCE North 53°58'22" East, 59.60 feet to a point;

THENCE North 61°37'00" East, 2.19 feet to a point;

THENCE North 61°36'56" East, 43.29 feet to a point;

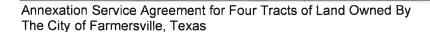
THENCE North 62°14'30" East, 55.91 feet to a point;

THENCE North 62°06'09" East, 50.09 feet to a point;

THENCE North 57°05'42" East, 52.73 feet to a point;

THENCE North 59°55'53" East, 57.17 feet to a point;

THENCE North 56°24'11" East, 45.15 feet to a point;



THENCE North 53°37'32" East, 63.26 feet to a point; THENCE North 51°20'25" East, 66.70 feet to a point; THENCE North 48°21'59" East, 62.72 feet to a point; THENCE North 48°21'59" East, 29.39 feet to a point; THENCE North 48°22'11" East, 1.97 feet to a point; THENCE North 44°54'10" East, 1,084.60 feet to a point; THENCE North 42°38'30" East, 155.73 feet to a point; THENCE North 44°37'03" East, 429.27 feet to a point; THENCE North 44°48'36" East, 508.60 feet to a point; THENCE North 44°48'36" East, 362.27 feet to a point; THENCE North 44°48'36" East, 66.49 feet to a point; THENCE North 44°48'36" East, 1,171.29 feet to a point; THENCE North 44°47'04" East, 1,152.17 feet to a point; THENCE North 44°46'16" East, 638.42 feet to a point; THENCE North 44°50'42" East, 181.75 feet to a point; THENCE North 44°28'33" East, 131.05 feet to a point; THENCE North 44°59'41" East, 904.95 feet to a point; THENCE North 44°56'14" East, 1,624.60 feet to a point; THENCE North 44°47'47" East, 41.92 feet to a point; THENCE North 44°47'43" East, 1,919.83 feet to a point; THENCE North 44°50'12" East, 55.17 feet to a point; THENCE North 44°47'47" East, 144.31 feet to a point; THENCE North 44°51'03" East, 978.15 feet to a point; THENCE North 44°51'04" East, 32.23 feet to a point; THENCE North 44°51'03" East, 147.42 feet to a point; THENCE North 44°51'04" East, 520.91 feet to a point; THENCE North 45°00'00" East, 167.99 feet to a point; THENCE North 45°00'00" East, 7.60 feet to a point; THENCE North 45°00'00" East, 1,102.24 feet to a point; THENCE North 44°59'59" East, 42.50 feet to a point; THENCE North 45°00'00" East, 709.55 feet to a point; THENCE North 45°00'01" East, 41.67 feet to a point;

THENCE North 45°00'00" East, 252.48 feet to a point; THENCE North 44°26'28" East, 316.88 feet to a point: THENCE North 44°26'04" East, 777.98 feet to a point; THENCE North 44°26'52" East, 785.52 feet to a point; THENCE North 44°26'29" East, 43.54 feet to a point; THENCE North 44°56'39" East, 1,125.75 feet to a point; THENCE North 44°50'02" East, 732.73 feet to a point; THENCE North 44°59'00" East, 280.09 feet to a point; THENCE North 44°52'31" East, 126.90 feet to a point; THENCE North 44°20'06" East, 84.21 feet to a point; THENCE North 43°13'33" East, 117.12 feet to a point; THENCE North 41°56'07" East, 37.93 feet to a point; THENCE North 41°56'08" East, 79.19 feet to a point; THENCE North 40°38'43" East, 117.12 feet to a point; THENCE North 39°21'17" East, 117.12 feet to a point; THENCE North 38°03'52" East, 117.12 feet to a point; THENCE North 36°46'27" East, 117.12 feet to a point; THENCE North 35°29'02" East, 117.12 feet to a point; THENCE North 34°11'52" East, 116.33 feet to a point; THENCE North 34°02'30" East, 111.09 feet to a point; THENCE North 34°12'44" East, 312.96 feet to a point; THENCE North 34°00'32" East, 1,639.69 feet to a point; THENCE North 33°05'44" East, 469.89 feet to a point; THENCE North 33°05'44" East, 48.09 feet to a point; THENCE North 33°58'14" East, 634.41 feet to a point; THENCE North 37°38'34" East, 136.32 feet to a point; THENCE North 38°42'41" East, 133.91 feet to a point; THENCE North 88°28'21" East, 0.05 feet to a point; THENCE North 39°20'36" East, 39.63 feet to a point; THENCE North 39°57'32" East, 102.41 feet to a point; THENCE North 40°54'33" East, 137.99 feet to a point; THENCE North 42°00'00" East, 137.99 feet to a point;

THENCE North 43°05'27" East, 137.99 feet to a point; THENCE North 44°10'55" East, 137.99 feet to a point; THENCE North 45°16'22" East, 137.99 feet to a point; THENCE North 46°21'49" East, 137.99 feet to a point; THENCE North 47°27'16" East, 137.99 feet to a point; THENCE North 51°46'05" East, 115.31 feet to a point; THENCE North 52°26'54" East, 242.33 feet to a point; THENCE North 53°04'08" East, 242.33 feet to a point; THENCE North 53°41'23" East, 242.33 feet to a point; THENCE North 54°03'04" East, 40.08 feet to a point; THENCE North 54°06'51" East, 759.73 feet to a point; THENCE North 54°06'51" East, 237.43 feet to a point; THENCE North 53°51'59" East, 321.02 feet to a point; THENCE North 53°51'59" East, 1,301.61 feet to a point; THENCE North 53°47'57" East, 1,082.04 feet to a point; THENCE North 48°15'10" East, 101.61 feet to a point; THENCE North 47°18'41" East, 138.87 feet to a point; THENCE North 46°13'24" East, 138.87 feet to a point; THENCE North 45°08'10" East, 138.87 feet to a point; THENCE North 44°02'54" East, 138.87 feet to a point; THENCE North 42°53'44" East, 147.74 feet to a point; THENCE North 42°53'44" East, 7.79 feet to a point; THENCE North 41°48'28" East, 122.11 feet to a point; THENCE North 41°55'52" East, 0.10 feet to a point; THENCE North 41°11'09" East, 0.01 feet to a point; THENCE North 42°53'04" East, 184.86 feet to a point; THENCE North 42°52'58" East, 2.47 feet to a point; THENCE North 42°53'15" East, 688.90 feet to a point; THENCE North 42°53'15" East, 410.43 feet to a point; THENCE North 43°09'05" East, 141.39 feet to a point; THENCE North 42°42'44" East, 1,516.00 feet to a point; THENCE North 43°21'50" East, 1,132.78 feet to a point; THENCE North 42°51'26" East, 107.76 feet to a point; THENCE North 42°51'26" East, 749.44 feet to a point; THENCE North 42°50'51" East, 722.05 feet to a point; THENCE North 42°36'16" East, 139.55 feet to a point; THENCE South 89°56'32" East, 135.79 feet to a point; THENCE South 42°36'56" West, 262.01 feet to a point; THENCE South 42°48'36" West, 243.59 feet to a point; THENCE South 42°30'39" West, 376.83 feet to a point; THENCE South 40°36'04" West, 25.92 feet to a point; THENCE South 43°21'57" West, 157.76 feet to a point; THENCE South 43°18'58" West, 262.22 feet to a point; THENCE South 42°51'26" West, 483.23 feet to a point; THENCE South 43°23'39" West, 88.11 feet to a point; THENCE South 43°23'38" West, 384.48 feet to a point; THENCE South 43°23'38" West, 654.64 feet to a point; THENCE South 42°43'53" West, 74.44 feet to a point; THENCE South 42°43'52" West, 28.91 feet to a point; THENCE South 42°43'52" West, 153.35 feet to a point; THENCE South 42°43'53" West, 20.29 feet to a point; THENCE South 42°43'52" West, 716.99 feet to a point; THENCE South 42°43'52" West, 589.60 feet to a point; THENCE South 42°43'52" West, 78.81 feet to a point; THENCE South 42°51'09" West, 1,317.50 feet to a point; THENCE South 41°52'29" West, 74.38 feet to a point; THENCE South 42°42'10" West, 139.92 feet to a point; THENCE South 43°47'02" West, 139.92 feet to a point; THENCE South 44°51'53" West, 139.92 feet to a point; THENCE South 45°56'46" West, 139.92 feet to a point; THENCE South 47°01'37" West, 139.92 feet to a point; THENCE South 48°07'36" West, 144.71 feet to a point; THENCE South 53°47'57" West, 670.37 feet to a point; THENCE South 53°47'57" West, 416.21 feet to a point;

THENCE South 53°51'59" West, 1,622.91 feet to a point; THENCE South 54°06'51" West, 309.54 feet to a point; THENCE South 54°06'51" West, 687.82 feet to a point; THENCE South 53°50'00" West, 209.35 feet to a point; THENCE South 53°15'09" West, 242.08 feet to a point; THENCE South 52°25'53" West, 0.01 feet to a point; THENCE South 52°50'23" West, 78.98 feet to a point; THENCE South 52°31'41" West, 163.08 feet to a point; THENCE South 52°45'54" West, 0.01 feet to a point; THENCE South 52°05'36" West, 174.92 feet to a point; THENCE South 47°57'31" West, 17.03 feet to a point; THENCE South 47°20'22" West, 137.33 feet to a point; THENCE South 46°14'19" West, 137.33 feet to a point; THENCE South 45°08'15" West, 137.33 feet to a point; THENCE South 44°02'12" West, 137.33 feet to a point; THENCE South 42°56'08" West, 137.33 feet to a point; THENCE South 41°50'06" West, 137.33 feet to a point; THENCE South 40°46'11" West, 128.45 feet to a point; THENCE South 40°05'39" West, 40.08 feet to a point; THENCE South 39°30'28" West, 106.13 feet to a point; THENCE South 38°31'56" West, 137.33 feet to a point; THENCE South 37°33'14" West, 106.75 feet to a point; THENCE South 33°58'14" West, 631.66 feet to a point; THENCE South 33°05'39" West, 517.28 feet to a point; THENCE South 34°02'30" West, 356.23 feet to a point; THENCE South 34°02'30" West, 136.73 feet to a point; THENCE South 34°02'30" West, 1,049.05 feet to a point; THENCE South 34°02'30" West, 522.13 feet to a point; THENCE South 34°00'54" West, 83.85 feet to a point; THENCE South 35°06'23" West, 118.10 feet to a point; THENCE South 36°22'58" West, 118.10 feet to a point; THENCE South 37°39'35" West, 118.10 feet to a point;

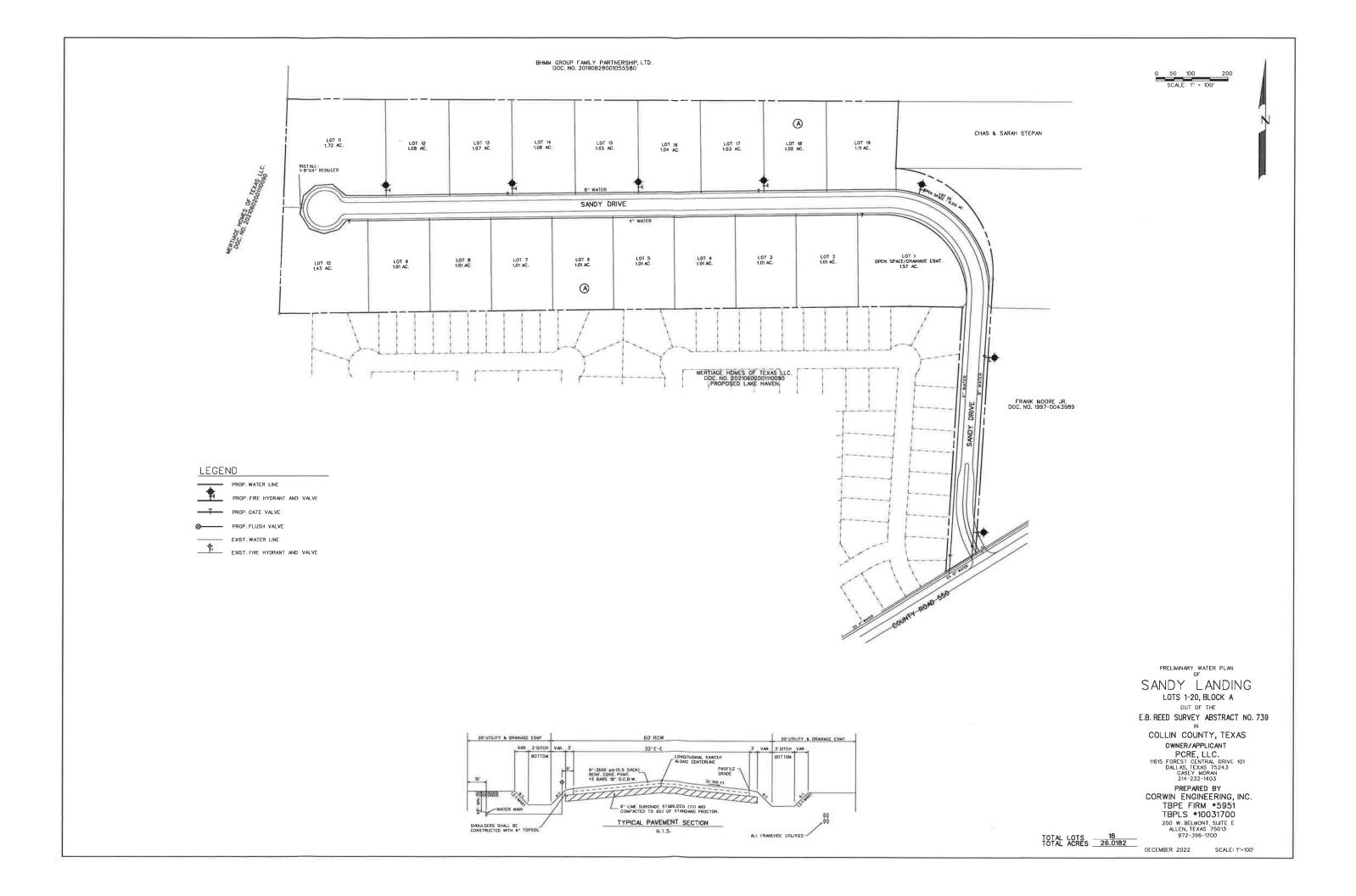
THENCE South 38°56'10" West, 118.10 feet to a point; THENCE South 40°12'46" West, 118.10 feet to a point; THENCE South 41°29'22" West, 118.10 feet to a point; THENCE South 42°45'57" West, 118.10 feet to a point; THENCE South 44°02'33" West, 118.10 feet to a point; THENCE South 44°50'12" West, 38.27 feet to a point; THENCE South 44°52'31" West, 1,112.59 feet to a point; THENCE South 45°00'00" West, 1,012.96 feet to a point; THENCE South 44°26'28" West, 217.10 feet to a point; THENCE South 44°26'27" West, 43.54 feet to a point; THENCE South 44°26'28" West, 1,556.33 feet to a point; THENCE South 44°26'28" West, 219.37 feet to a point; THENCE South 45°00'00" West, 156.56 feet to a point; THENCE South 45°00'00" West, 41.67 feet to a point; THENCE South 45°00'00" West, 449.61 feet to a point: THENCE South 45°00'00" West, 455.98 feet to a point; THENCE South 45°00'00" West, 42.08 feet to a point; THENCE South 45°00'00" West, 74.22 feet to a point; THENCE South 45°00'00" West, 410.67 feet to a point; THENCE South 45°00'00" West, 0.16 feet to a point; THENCE South 44°57'13" West, 1,008.32 feet to a point; THENCE South 44°51'03" West, 180.67 feet to a point; THENCE South 44°51'32" West, 95.84 feet to a point; THENCE South 44°48'12" West, 62.13 feet to a point; THENCE South 44°50'50" West, 1,080.08 feet to a point; THENCE South 41°35'07" West, 162.62 feet to a point; THENCE South 62°06'27" West, 33.32 feet to a point; THENCE South 44°46'20" West, 1,772.53 feet to a point; THENCE South 44°47'47" West, 41.89 feet to a point; THENCE South 44°47'47" West, 111.34 feet to a point; THENCE South 44°57'14" West, 604.26 feet to a point; THENCE South 44°57'14" West, 351.04 feet to a point;

THENCE South 44°57'14" West, 367.03 feet to a point; THENCE South 44°38'57" West, 591.05 feet to a point; THENCE South 45°16'59" West, 483.43 feet to a point; THENCE South 44°50'26" West, 349.25 feet to a point; THENCE South 44°32'52" West, 706.10 feet to a point; THENCE South 44°46'42" West, 956.62 feet to a point; THENCE South 46°14'26" West, 114.00 feet to a point; THENCE South 44°48'36" West, 2,204.90 feet to a point; THENCE South 44°37'03" West, 524.90 feet to a point; THENCE South 40°34'22" West, 84.45 feet to a point; THENCE South 44°10'43" West, 1,064.66 feet to a point; THENCE South 44°10'31" West, 1,662.98 feet to a point; THENCE South 43°07'28" West, 81.04 feet to a point; THENCE South 41°43'11" West, 196.80 feet to a point; THENCE South 36°52'11" West, 71.61 feet to a point; THENCE South 30°57'50" West, 56.15 feet to a point; THENCE South 28°44'23" West, 56.40 feet to a point; THENCE South 26°17'21" West, 56.40 feet to a point; THENCE South 23°50'20" West, 56.40 feet to a point; THENCE South 21°23'19" West, 56.40 feet to a point; THENCE South 17°00'14" West, 28.96 feet to a point; THENCE South 57°15'33" West, 1.58 feet to a point; THENCE South 57°15'15" West, 22.51 feet to a point; THENCE South 46°18'55" West, 160.16 feet to a point; THENCE North 43°40'00" West, 150.00 feet to a point; THENCE North 43°40'01" West, 3.56 feet to a point; THENCE South 45°03'43" West, 266.08 feet to a point; THENCE South 45°03'33" West, 258.10 feet to a point; THENCE South 45°03'34" West, 46.00 feet to a point; THENCE South 45°03'33" West, 391.16 feet to a point; THENCE South 45°03'33" West, 411.94 feet to a point; THENCE South 44°56'36" West, 68.34 feet to a point;

THENCE South 44°56'36" West, 1,229.67 feet to a point;
THENCE South 50°00'47" West, 32.69 feet to a point;
THENCE North 0°50'20" West, 133.59 feet to the POINT OF BEGINNING and containing 4,466,684.21 square feet or 102.54 acres.



Agenda Section	Regular Agenda
Section Number	IIV A
Subject	Preliminary Plat Sandy Landing
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Preliminary Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	Please be advised the Planning and Zoning Board voted to recommend approval of the Preliminary Plat.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action



Agenda Section	Regular Agenda
Section Number	IIV B
Subject	Update presented by Larry Tucker FEDC Director
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	IIV C
Subject	Joint Use Agreement City of Farmersville and Little League
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Documents
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action

ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN THE CITY OF FARMERSVILLE AND THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION

This Athletic Complex Joint Use Agreement ("Agreement") is entered into by and between the CITY OF FARMERSVILLE, TEXAS ("City") and FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION, an unincorporated entity (the "Little League") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS the City of Farmersville owns the athletic facility located at the intersection of Murchison Street and Merit Street that is known as the J. W. Spain Athletic Complex ("Complex"); and,

WHEREAS the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Complex.

NOW THEREFORE, the City of Farmersville and the Farmersville Little League Baseball Association agree to the following user regulations regarding the J. W. Spain Athletic Complex:

Section 1. Designation of Fields and Field Use

A. <u>Designation of Playing Fields</u>

For purposes of clarity in this Agreement, the south field in the Complex (located closest to the intersection of Merit Street and Murchison Street) will be designated Field 1. The middle field of the Complex located immediately adjacent to the third-base side of Field 1 will be designated as Field 2. The north field of the Complex located immediately adjacent to the third-base side of Field 2 and closest to Merit Street will be designated as Field 3. The baseball fields on the northeastern most side of the Complex will be known as Fields 4 and 5, respectively, with the third-base line of Field 4 being adjacent to the outfield of Field 3 and the third-base side of Field 5 being adjacent to the first-base side of Field 4. Fields constructed after the date of this Agreement will be numerically designated at the time of construction. Fields 1 through 5, and any additional fields that may hereafter be constructed will hereafter be referred to singly and collectively as the "Playing Fields."

B. Scheduling of Playing Fields for Little League Usage

The Little League Baseball regular season begins in February and runs through November (the "Playing Season"). The Little League will have priority access to

Athletic Complex Joint Use Agreement (City of Farmersville and Farmersville Little League Baseball Association)



Fields 1 through 5 during all scheduled Little League games and team practices that are approved in advance and calendared on the City's schedule for the Complex by the City Manager or his designee.

At least thirty (30) days prior to the beginning of any Playing Season during which this Agreement is in full force and effect, the Little League shall provide the following information to the City Manager, or his designee, for the City's concurrence and approval:

- (1) The Little League must provide the Little League's game schedule.
- (2) The Little League must also provide the Little League's practice schedule.

It will be the Little League's responsibility to meet with the City to discuss the scheduling of all league games, practices, and league related tournaments, if any.

C. The City's Scheduling Rights and Responsibilities

- The City Manager, or his designee, has the final authority for scheduling all Complex and Playing Field events, and such decisions by the City are final
- The City will work with the Little League to schedule time periods for use of the Complex and the Playing Fields by the Little League for the Playing Season. Any scheduling conflicts should be brought to the attention of the City Manager, or his designee, as soon as practicable after any such conflict is discovered.
- 3. The City will communicate with the Little League regarding the closure of the Complex due to inclement weather or any outside factor that may hinder the Little League from utilizing the Complex or a specific Playing Field. Decisions by the City are final. The City will work with the Little League, at the Little League's request, to reschedule games, and league related events during the Playing Season for events impacted by the closure of the Complex or one or more Playing Fields under this clause.
- 4. At all times when the Complex or any of the Playing Fields are not scheduled for Little League use or are not then actually being used by the Little League for a Little League event the Complex and the Playing Fields not so in use shall be open for the public's use on a first-come first-use basis.
- 5. City specifically reserves the right to remove or exclude any person, group or organization from the Complex or City-owned or operated facilities

based on conduct that the City determines, in its sole discretion, to be objectionable or violative of the City's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

D. <u>Preparation of Playing Fields</u>

The Little League may begin preparation of the Playing Fields for the Playing Season at any time before the beginning of the Playing Season after notifying the City Manager, or his designee, of the Little League's intent to begin such work.

Section 2. City Fees

The Little League shall collect and pay to the City an amount equal to One Hundred Dollars (\$100.00) for each team that signs up to participate in each Little League Playing Season (the "Annual Fee Per Team") during the term and any extension or consensual extension of this Agreement. The Annual Fee Per Team participating in a Playing Season shall be due and owing to the City no later than sixty (60) days after the first regularly scheduled game of the applicable Playing Season. Supporting documentation regarding the participating teams shall be made available to the City no later than sixty (60) days after the first regularly scheduled game of the applicable Playing Season.

The total cumulative amount of the Annual Fee Per Team, identified hereinabove, that shall be paid to the City may be reduced by an amount equal to the documented costs (receipts) associated with any improvements that the Little League makes to the Playing Fields and the Complex provided that:

- 1. Any such improvements are over and above and in addition to the Little League's obligations and responsibilities required by this Agreement ("Improvements"); and
- 2. Before performing any Improvements, the Little League submits a plan identifying any Improvements that Little League proposes to perform to the City's Parks & Recreation Board and City Council; and
- 3. Before performing any Improvements, the City's Parks & Recreation Board and City Council both approve the Little League's plan to perform such Improvements; and
- 4. Upon completion of the performance of any Improvements, the City Manager or his designee inspects the Improvements to verify that the Improvements have been completed in a good and workmanlike manner and are reasonably safe for public use; and

5. Upon completion of the performance of any Improvements, the City's Parks & Recreation Board and City Council approve the final acceptance Little League's Improvements as satisfying the requirements of the previously approved plan.

Section 3. Grounds and Complex Maintenance

- A. In consideration of the privilege of using the Complex, the Little League agrees to be solely responsible for the inspection of the Complex and the Playing Fields for all Little League events. The Little League shall use its best efforts to prevent damage to any part or portion of the Complex and the Playing Fields. If, however, any part or portion of the Complex and/or the Playing Fields becomes damaged during the Little League's use of the Complex, Little League shall immediately notify the City Manager, or his designee, of such damage and cooperate with the City to arrange for the prompt repair of the Complex and/or the Playing Fields. The Little League shall also promptly notify the City Manager, or his designee, of any existing or developing hazardous or dangerous condition within and about the Complex and/or the Playing Fields.
- B. In further consideration for the privilege of using the Complex, the Little League specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist within the Complex and the Playing Fields that are known to or become known to the Little League or are related to or arise out of Little League's use of the Complex, excluding normal wear and tear. The Little League agrees to accept the Complex in the condition in which it is found. City hereby disclaims and the Little League hereby accepts City's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Complex and Playing Fields for other than outdoor recreational activities.
- C. The Little League shall prepare and maintain all Playing Fields for Little League events. All Playing Fields must meet high-quality, safe, and presentable playing conditions from the beginning to the end of the Playing Season.
- D. The Little League shall pick up and remove trash and litter from the Playing Fields and bleacher areas at the end of each day on which the Little League hosts or holds one or more scheduled Little League games and/or team practices (each such day being a "Playing Day"). In addition, periodic cleaning shall be performed by the Little League at intervals between Playing Days, if necessary, to prevent a buildup of trash and litter at and about the Complex. If the Little League does not comply with these requirements and allows trash and litter to be left on the Playing Fields after any Little League use, the City will impose a charge not to exceed \$200 per incident to the Little League. The Little League will be responsible to pay said trash and litter removal fees within thirty days after receipt of notice of such charge. If the City charges the Little League a third time for the same incident or a similar type of incident, the City may at its discretion, immediately terminate this Agreement and not allow the

Little League to use all or part of the facilities at the Complex for the remainder of the Playing Season and any subsequent Playing Season.

- The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Complex clean. Little League shall be responsible to have a designated area for trash pickup. The Little League will be billed for labor and materials for any needed follow-up cleaning provided at the Complex by the City.
- E. The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including the Playing Fields and common areas.
- F. The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the Complex and its facilities (the "Access List"). This Access List will be posted on the City's website to facilitate access to and the use of the Complex. Little League activities shall not be conducted without the presence of at least one member who is identified on the Access List.

Section 4. Concession Stand Operation and Proceeds

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the operation of the concession stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. The concession stand must be cleaned by the Little League after each use specifically including, but not limited to, the grill/stove. All cooking oils and grease must be removed from the concession stand by the Little League and disposed of in a proper manner. The grill/stove and grease drip tray(s) and all counters must be totally cleaned and free from any remnants of cooking oils and grease after each use of the concession stand by Little League. The Little League must remove all trash and garbage from the concession stand and placed it in the appropriate trash receptacles provided by the City. The concession stand floors must be swept, mopped and cleaned by the Little League following each Little League use of the concession stand.

Section 5. Restroom and Concession Maintenance

A. Restrooms are also under the control and maintenance of the Little League during their Playing Season. The Little League will open the restrooms on Playing Days for games and practice times but must keep the restrooms locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thoroughly cleaning the restroom facilities after each Little League use of the Complex.

Winterizing of restrooms and the concession stand will be the responsibility of the City. The City will also be responsible for the normal maintenance, repair, and replacement of the City-owned facilities and equipment contained in the concession stand and the restrooms.

B. The concession stand will be kept clean and sanitary **at all times** by the Little League when it is under the Little League's use and control and all equipment used will meet applicable health and regulatory standards of the City and the County. If conditions exist in the restrooms or concession stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities as a result of ordinary wear and tear, the associated cost of such repair, maintenance, or replacement will be the responsibility of the City. Any costs related to or arising out of any intentional or wrongful conduct during a Little League event shall be the responsibility of the Little League.

Section 6. Equipment, Supplies, and Storage Facilities

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the concession building to the Little League. The City will share the use of the storage room located on the south side of the concession building with the Little League. The City will have exclusive use of one storage room inside the concession building.

Section 7. Modifications or Improvements to Complex

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for review and recommendation by the City's Parks & Recreation Board ("Board"). Following the Board's review, the Board will forward a recommendation to the City Council for its consideration and action. The Little League will share the costs of any modifications or improvements as may be agreed upon, and approved by the City Council, prior to the beginning of construction. The City will prepare invoices for the Little League's portion of the costs of such modifications or improvements and submit them to the Little League in advance of the City incurring any costs related to such expenditure. The Little League's payment is due to the City within 15 days. Non-payment will result in a 10% surcharge and possible termination of this Agreement.

Section 8. City Utilities

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology services to the Complex at no charge to the Little League. The City retains the right to assess future charges for these services after giving notice at the end of the then current Playing Season and prior to the beginning of the next Playing Season for which such charges will begin to be assessed to and

collected from the Little League. If the City finds that utilities are being wasted because the Little League failed to turn off all of the field lights or failed to turn off any of the water spigots in the Complex following a Little League event, the City may, in the City's sole discretion, charge the Little League for such incident on an hourly basis for each hour on each field that such incident continues after the Little League's last use of the Complex or the Playing Fields on any given day of the Playing Season based on the hourly rates for use of the lights as set forth in Appendix A of this Agreement for each such incident regardless of whether the incident involves field lighting or running water. Following the third type of this incident during any Playing Season, the City may in its sole discretion terminate this Agreement and not allow the Little League to use all or part of the facilities at the Complex.

Section 9. Ancillary Financial Matters

The Little League shall provide to City copies of the Little League's year-end financial statement ending January 31st for each year during the term of, and prior to the renewal of this Agreement and/or any extension of this Agreement. All financial obligations contracted for by the Little League in relation to its use of the Complex must be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel this Agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted for by the Little League for any reason unless by prior and specific agreement approved in writing by the City.

The City will not provide the Little League with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Little League will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Little League's use of the Complex beyond the insurance coverage required hereunder to protect the City.

Section 10. Insurance Required

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
 - Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement,

fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.

- When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- 3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

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

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
 - 1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurers) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
 - 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies.
 - 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least a thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.

- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

Section 11. Non-League Events

City approval is required for all Non-Little League events. Deposits and user fees generated from all non-Little League events will be assessed and collected in accordance with the Fee Schedule as set out in Appendix A of this Agreement and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that City may incur due to misuse of the Complex and termination of all or partial use of the Complex may be enforced by City.

Section 12. Personal Conduct at Athletic Events

- A. The City recognizes that crowd noise is a part of any athletic activity and accepts a certain level of noise. However, the City requests that the Little League make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.
- B. The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.
- The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, will not be permitted, and will be punishable according to applicable law. The Complex is a non-smoking facility and smoking shall not be allowed in, on and about the Complex. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.
- D. The City retains the right to restrict the times of use and conduct of all activities in and about the Complex. Such right may be exercised without notice in the case of substantial violation of the City's regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available to the City Amenities Board along with the Little League Board Members' respective contact

numbers and email addresses prior to the beginning of this Agreement and at least one time prior to the beginning of each calendar year during the term of this Agreement and any renewal terms. The Little League will be provided with the City Manager's contact information should any issue arise with the Complex that needs immediate attention.

Section 13. Hold Harmless and Indemnification

The Little League does hereby agree to waive any and all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind. including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses. damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

Section 14. Term

- A. This agreement will be in force for a term of two years beginning on February 1, 2023 and running through January 31, 2025. Either party may cancel this Agreement by providing the other party at least thirty days' written notice of termination. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.
- B. Two (2) months prior to the expiration of this Agreement and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter, amend, extend or cancel the Agreement to the City Parks & Recreation Board for consideration. Following consideration, the City Parks & Recreation Board shall make a recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. The City

Council shall consider the recommendation of the Parks & Recreation Board and make such determination as the City Council deems to be in the best interest of the City. Any cancellation or modification of this Agreement must be in writing and approved by the City Council.

Section 15. Notices

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

	Little League:	City of Farmersville:
	Farmersville Little League Baseball Association	Ben White City Manager 205 S. Main Street Farmersville, Texas 75442
upon written Agreement	notice to the other Party. If ends on a Saturday, Sunday ne Notice will be extended to th	o time to change their respective addresses any date or notice period described in this or legal holiday, the applicable period for e first business day following such Saturday,
This Athletic		een approved by the governing bodies of
caciff arty,	as follows.	
caon r arty,	as follows.	CITY OF FARMERSVILLE, TEXAS
caon i arty,	as follows.	CITY OF FARMERSVILLE, TEXAS
caom raity,	as follows.	CITY OF FARMERSVILLE, TEXAS Bryon Wiebold, Mayor
ATTEST:	as follows.	
	as follows.	Bryon Wiebold, Mayor
ATTEST:	k, City Secretary	Bryon Wiebold, Mayor

Athletic Complex Joint Use Agreement (City of Farmersville and Farmersville Little League Baseball Association)

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FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION

Name: _		
Title:		
Date:		

APPENDIX A SCHEDULE OF USER FEES

Applicable to all Non-Little League events

Activity Description	Resident	Non-Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1, 2, or 3	\$100	\$250
Use of Field 4 or 5	\$50	\$200
Use of Field 6 (football field)	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.

Agenda Section	Regular Agenda
Section Number	IIV D
Subject	CDC Board Appointments
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	IIV E
Subject	City Boards and Commission Appointments
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Documents
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

(Staff Liaison Larry Tucker) 2 members must live in City/3 members can be non-residents or have (Staff Liaison: Tabatha Liaison: Tabatha Liaison: Tabatha Monk) All members must live in FISD (Staff Liaison: Tabatha Monk) All members must reside in the city and/or within FISD for at least 1 year immediately preceding the date of appointment; No more than 2 members appointment; No more than 2 members	(Staff Liaison: Mike Sullivan/Audrey Rubadue) All members must reside in the city and/or within FISD for at least 1 year immediately preceding the date of appointment; No more than 2 members shall reside outside city limits. 2 Terms - 2 yrs. each	White/Tabatha Monk) Elected Terms - 3 yrs. each May serve no more than 3 consecutive elected terms	Reinvestment Zone (TIRZ) (Council Liaison: Craig Overstreet) (Staff Liaison: Daphne Hamlin) 2-year Terms	
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EXISTING BOARD MEMBERS

Matt Crowder 2nd Term 5/21 - 5/24 (FISD)	Linda Foy was appointed. to finish 5/21 - 5/23 term	Adam White 1st Term 5/20-5/23 (City)	Lauren Shambeck was appointed to finish 05/20 – 05/23 term	Janie Torres 1st Term 5/22 - 5/24 (City)	Lynn McCrary 1st Term 5/22 - 5/24 (FISD)	Bryon Wiebold, Mayor	Bob Collins, Secretary 1st Term 5/20 - 5/22 (FISD)	George Crump NTMWD 3rd T 04/22 - 05/24
Jeff Sydney 1st Term 5/21 - 5/24 (FISD)	Vacant will fill for a full term 05/23-05/25	Casey Hart 1st Term 5/21 -5/24 (City)	Adam White 2nd Term 5/21 – 5/24 (City)	Regina Fryman 1st Term 05/21 – 05/23 (City)	Kiel Cathey 2nd Term 5/21 - 5/23 (City)	Craig Overstreet, CC Place 1	Jim Foy 1st Term 5/22- 5/24 (City)	Benny Mondy Texoma Housing
Randy Rice 2nd Term 5/21 - 5/24 (City)	Stephen Caspari 2nd Term 05/22 – 05/24 (City)	Vacant 1st Term 5/21- 5/24	James Riley II 1st Term 5/21-5/24 (City)	Darla Coburn 1st Term 5/22 - 5/24 (City)	Beverly Mondy 2nd Term 5/22 - 5/24 (City)	Terry Williams, CC Place 2	Mike Goldstein 2nd Term 5/22 - 5/24 (FISD)	Partners Mayor Wiebold North East Texas
Elise Bobitt 2nd Term 5/22 - 5/25 (City)	Aaron Destefano 2nd Term 5/22 - 5/24 (FISD)	Justin Bates 1st Term 05/22 – 05/24 (City)	Joe Helmberger, Chairman 1st Term 5/20 - 5/23 (City	Karen Rice 2nd Term 5/22 - 5/24 (City)	Misty Wiebold 2nd Term 5/22 - 5/24 (City)	Ted Wagner, CC Place 3	Cheryl Williams County Commissioner	Trails
Zayne Clay 1st Term 5/22 - 5/25 (City)	Donna Williams 1st Term 5/21 - 5-23 (FISD)	Vacant 1st Term 5/20 - 5/23	John Klostermann 2nd term 5/22 - 5/25 (City)	Robin Edwards 1st Term 5/21 - 5/23 (FISD)	Bryan Wood 1st Term 5/21 - 5/23 (FISD)	Mike Henry, CC Place 4	Darrell Hale County Commissioner	
	Vacant will fill for a full term 05/23-05/25	Alternate:	Sue Williams 1st Term 5/22 - 5/25 (City)		Jason Casada 1st Term 5/21 - 5/23 (City)	Lance Hudson, Place 5		
	Vacant appoint to finish 05/22-05/24 term	Alternate:	Michael Hesse, Vice Chairman 2nd Term 5/22 - 5/25 (City)		Marty Shelton 1st Term 5/22 - 5/24 (FISD)			

Red: Have served all elegible terms

Yellow: Vacant Positions

Blue: Have only served 1 term and would like to be reappointed

Agenda Section	Regular Agenda
Section Number	IIV F
Subject	Surplus Property
То	Mayor and Council Members
From	Ben White, City Manager
Date	April 6, 2023
Attachment(s)	Documents
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	Documents
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action





03/30/2023

To:

Mayor & City Council

From:

M. Sullivan, Assistant City Manager

Subject:

Auction of Department Assets

Date:

03/29/2023

Police Department

1. 2018 Chevy Tahoe- Blown engine - Mileage 136,410 VIN#1GNLCDEC1JR258577

2011 Ford Crown Victoria- Mileage 120,569- VIN# 2FABP7BV9BX120525. This vehicle has some emission problems and will not pass state inspection.

- 3. 2 Police Bicycles
- 4. Electric Gun Lock
- 5. 2 Vehicle Laptop Stands
- 6. Vehicle Cage assembly with nuts and bolts to a 2018 Chevy Tahoe
- 7. Front Push Bumper to a 2018 Chevy Tahoe
- 8. Center Console
- 9. 2 Rear Lockbox for 2018 Chevy Tahoe
- 10. Several Motorola in-car radios approximately 7
- 11. 2 Portable Radar Units
- 12. 3rd-row seat to a 2018 Chevy Tahoe
- 13. Misc. Police Gear

Fire Department:

2004 Ford F550

VIN#1F0AW57P94ED45779 6.0 milage: 21,994.5 Rescue Truck

No longer sufficient for fire operations-no water capabilities

Public Works

9 Decorative Trash Can w/Liners

Stump Grinder Verneer Hrs.: 3353

Electrical Department:

2001 Sterling J56101 Electrical Boom Truck VIN# 2FZAANAK52AJ65101 milage: 97,126.0

The equipment listed above is either outdated and/or is no longer supported with current technology upgrades. Additionally, vehicles/equipment listed are either no longer in-service or not viable for current day-to-day operations. As in the past, proceeds from the sale will be used by department heads to address current equipment needs and/or resources needed within their departments.

Respectfully,

Michael P. Sullivan