

## LAND SALES ANALYSIS

Elements of comparison are the characteristics of properties and transactions that cause the prices paid for real estate to vary. The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site.

The process of comparing similar market sales to the subject property is fundamental to the sales comparison approach, and usually provides the most credible and reliable indication of value. Elements of comparison are the characteristics of properties and transactions that cause the prices paid for real estate to vary. Differences in the comparable properties suggest possible adjustments for various characteristics of each transaction in comparison with the subject site. The sales have been compared to the subject property and adjustments for dissimilar characteristics have been made. If a comparable property has an element of comparison that is superior to the subject property, a downward adjustment is made to the comparable sale. If the element of comparison is inferior, then an upward adjustment is made. The adjustment process is not an exact science. Experience, knowledge and objectivity are required on the part of the appraiser for the application of the appropriate level of adjustment. Competent analysis leads us to a narrow range of variance among the adjusted comparable sales, and to a high degree of confidence in reconciliation. The analyses of the adjustments we considered relevant are found in the following paragraphs.

Summary of Comparable Land Sales									
Sale No.	Location/Address	Date of Sale	Size/Acre	Utilities	Zoning	Topography	Flood Plain	Price Per Acre	Intended Use
1	904 County Rd 697 Farmersville, Texas	October 3, 2016	20.570	Water & Electric	Unzoned	Level	None	\$7,357	Residential
2	S Line of County Rd 700 Farmersville, Texas	June 28, 2016	10.231	Water & Electric	Unzoned	Gently Rolling	None	\$7,526	Residential
3	E Line of County Rd 551 Farmersville, Texas	May 17, 2016	22.580	Water & Electric	Unzoned	Gently Rolling	None	\$12,000	Residential
4	2855 County Rd 659 Farmersville, Texas	September 15, 2015	10.360	Water & Electric	Unzoned	Gently Rolling	None	\$12,056	Residential
5	14415 County Rd 606 Farmersville, Texas	July 17, 2015	10.000	Water & Electric	Unzoned	Gently Rolling	None	\$12,000	Residential
6	E Line of County Rd 557 Farmersville, Texas	June 24, 2015	15.800	Water & Electric	Unzoned	Gently Rolling	None	\$9,494	Residential
Subject:	S Line of County Rd 557, E of County Rd 560 Farmersville, Texas	-	33.585	Water & Electric	Unzoned	Gently Rolling	None	-	-

We were able to identify and verify several comparables sales in the immediate area. The recapitulation of the comparable sales is found in the *Summary of Comparable Land Sales* exhibit above. The analyses of the adjustments believed to be relevant are found in the following paragraphs.

**Financing Terms.** All of the sales were consummated with the sellers effectively receiving cash in exchange for their consideration in the property and no adjustments were required for advantageous seller financing.

**Real Property Rights Conveyed.** This adjustment involves the type of real property interest that is conveyed in a sales transaction. All of the comparable transactions conveyed fee simple ownership rights; thus, no adjustments were required for this factor.

**Conditions of Sale.** Adjustments for this item usually reflect the motivation of the buyer and seller involved with a transaction. Adjustments would be necessary for transactions where the seller wants to quickly liquidate his assets or where there is an atypical financial, business, friend or family relationship between the principals involved which affect the selling price of the property. All of the Comparables were reported to be arm's-length sales and did not involve any unusual conditions of sale. Thus, no adjustments are necessary for this category.

**Market Conditions.** This adjustment is generally made after the other transactional adjustments have been made (property rights conveyed, financing, conditions of sale, and expenditures after sale). This adjustment addresses potentially differing market conditions between the subject property (date of appraisal), and the sales dates of the Comparables. All of the Comparables utilized in this analysis have occurred since June 2015. As a test, the sales adjusted prices when compared to the subject were chronologically arrayed by sale date and only adjusted for the appropriate physical conditions in order to determine if adjustments for changing market conditions is warranted.

The table below depicts the Price/Acre for each comparable which has been adjusted for the other transactional adjustments (property rights conveyed, financing, conditions of sale, and expenditures after sale). The % Physical Adjustment column indicates the total adjustments made for all physical characteristics (location, size, corner, utilities, topography zoning, flood plain, etc.) as shown in the adjustment grid at the conclusion of this section of the report. The Adjusted Price/Acre is calculated by applying the % Physical Adjustment for each sale to its Price/Acre. By analyzing the comparable sales adjusted prices per square foot after all other adjustments have been made, trends in land prices over the time period may become apparent. However, given the small sample size, the appraisers' judgment is also relied upon based upon knowledge gained from experience in the market over this time period.

Comparable Number	Date of Sale	Price/Acre*	% Physical Adjustment	Adjusted Price/Sq. Ft.
1	10/3/16	\$7,357	31%	\$9,645
2	6/28/16	\$7,526	26%	\$9,483
3	5/17/16	\$12,000	-3%	\$11,640
4	9/15/15	\$12,056	-9%	\$10,971
5	7/17/15	\$12,000	-14%	\$10,320
6	6/24/15	\$9,494	-11%	\$8,449

\*After other transactional adjustments have been made

In closely analyzing the market comparables, no clear trend in land prices is apparent, and thus, no adjustments for market conditions are warranted.

**Location.** Location is considered to be one of the most important characteristics of real estate; therefore, the location of the Comparables is the first of the physical characteristics to be considered. The following adjustments have been made based upon our professional opinion and experience. The subject property is located along the south line of County Road 567, west of County Road 560 in Farmersville, Texas.

Comparable 1 is located in the southeastern part of Farmersville, south of Highway 380, further from the primarily developed areas of Farmersville, and will be adjusted upwards by 40 percent for inferior location.

Comparable 2 is located in the far northeastern part of Farmersville, near the boundary of Collin county. This Sale being a significant distance from the primarily developed areas of Farmersville, and will be adjusted upwards by 40 percent for inferior location.

Comparable 3 is located south of the subject property and south of Highway 380, and thus will be adjusted upwards by 5 percent for slightly inferior location.

Comparable 4 is located north of the primarily developed areas of Farmersville, which has slightly less traffic and development in the area compared to the subject and will be adjusted upward 5 percent for location.

Comparable 5 and 6 are located south of the subject property and Highway 380 in Farmersville, and are located fairly close and in a similar area as the subject property. These Sales will not be adjusted for location.

**Size.** The subject tract totals 33.585 acres, while the Comparables range in size from 10.000 to 22.580 acres. Typically, smaller tracts sell for more per square foot than larger sites. In reviewing market trends and the data set, the market appears to recognize a difference in price for tracts substantially different in size. A market observation witnessed throughout the Texas market area and most metropolitan areas in the southwest supports an adjustment of five to fifteen percent for each halving/doubling in size. A five percent adjustment for each halving/doubling will be used for this report.

Indicated Size Adjustments with a 5% Adjustment per Doubling / Halving						
	Variance of Comp from Subject			Indicated Adjustment Range		
Larger	0 %	-	25 %	0.00 %	-	1.25 %
	25 %	-	50 %	1.25 %	-	2.50 %
	50 %	-	100 %	2.50 %	-	5.00 %
	100 %	-	200 %	5.00 %	-	7.50 %
	200 %	-	300 %	7.50 %	-	10.00 %
	300 %	-	500 %	10.00 %	-	12.50 %
Smaller	0 %	-	25 %	0.00 %	-	-2.50 %
	25 %	-	50 %	-2.50 %	-	-5.00 %
	50 %	-	75 %	-5.00 %	-	-10.00 %
	75 %	-	more than	-10.00 %	-	or more

The following table illustrates the size adjustments based upon a market derived 5 percent adjustment per each doubling/halving in size for the area land market.

Size Adjustment for Subject Tract					
Sale Number	Comp Size/Acre	Subject Size	Percent Difference In Size	Adjustment Per Doubling	Indicated Adjustment
1	20.570	33.585	-39%	5%	-4%
2	10.231	33.585	-70%	5%	-9%
3	22.580	33.585	-33%	5%	-3%
4	10.360	33.585	-69%	5%	-9%
5	10.000	33.585	-70%	5%	-9%
6	15.800	33.585	-53%	5%	-6%

**Corner.** A tract of land with corner influence can, in many cases, command a higher price per unit than a tract without corner influence. Corner influence typically becomes a more significant factor on price with retail and commercial properties situated along two primary thoroughfares in significantly developed urban areas. The subject property is not considered to have a corner location. All of the Comparables, do not have corner frontage and will not be adjusted.

**Utilities.** The next consideration is for the location and adequacy of utilities. The subject currently has water and electric utilities available. All of the Comparables offer similar access and availability to utilities compared to the subject property and will not be adjusted.

**Topography.** This adjustment takes into consideration the topography (terrain) of the subject property and how developable the site is. The subject has a gently rolling topography. All of the comparables have similar topographical considerations which are not anticipated to affect future development of the sites. Therefore, no adjustments will be made to them for topography.

**Shape.** The shape of a tract of land can influence the highest and best use of the tract, as well as the feasibility of different types of development. The subject tract is irregular in shape with limited exposure due to very little road frontage. All of the other Comparables have regular shapes or irregular shapes with typical road frontage and will be adjusted downward by 5 percent for shape.

**Zoning.** The zoning a property possesses dictates the legally permissible use(s) to which it can be developed. Consequently, the value of a property can be significantly influenced by its zoning classification. The subject tract is currently unzoned, but has a highest and best use for future residential development. All of the Comparables have similar zoning and/or similar highest and best uses to the subject and will not require adjustments.

**Flood Plain.** The next consideration is for the adverse influence of a tract being situated within the 100 year flood plain. As previously mentioned, none of the subject property is located within the 100 year floodplain. All of the Comparables were not located in flood plain, thus will not be adjusted for this factor.

## CONCLUSION OF LAND VALUE

An adjustment grid for the Comparable Sales is located below. The range, mean (average), and standard deviation of the adjusted sales prices per square foot are presented following the adjustment grid.

<b>Comparable Land Sales Adjustment Grid</b>						
<b>Sale Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Sales Price/Acre</b>	\$7,357	\$7,526	\$12,000	\$12,056	\$12,000	\$9,494
<b>Financing Terms</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Real Property Rights Conveyed</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Conditions of Sale</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Market Conditions</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Conditions Adjusted Price/Acre</b>	<b>\$7,357</b>	<b>\$7,526</b>	<b>\$12,000</b>	<b>\$12,056</b>	<b>\$12,000</b>	<b>\$9,494</b>
<b>Location</b>	40%	40%	5%	5%	0%	0%
<b>Size</b>	-4%	-9%	-3%	-9%	-9%	-6%
<b>Corner</b>	0%	0%	0%	0%	0%	0%
<b>Utilities</b>	0%	0%	0%	0%	0%	0%
<b>Topography</b>	0%	0%	0%	0%	0%	0%
<b>Shape</b>	-5%	-5%	-5%	-5%	-5%	-5%
<b>Zoning</b>	0%	0%	0%	0%	0%	0%
<b>Flood Plain</b>	0%	0%	0%	0%	0%	0%
<b>Total Adjustment</b>	<b>31%</b>	<b>26%</b>	<b>-3%</b>	<b>-9%</b>	<b>-14%</b>	<b>-11%</b>
<b>Adjusted Price/Acre</b>	<b>\$9,645</b>	<b>\$9,483</b>	<b>\$11,640</b>	<b>\$10,971</b>	<b>\$10,320</b>	<b>\$8,449</b>

	<b>All Data</b>	<b>Data Without High and Low Extremes</b>	<b>Data with Absolute Adjustments ≤20%</b>
<b>\$/Acre Range</b>	\$9,645 - \$10,971	\$8,449 - \$11,640	\$8,449 - \$11,640
<b>Mean (Average)</b>	\$10,085	\$10,105	\$10,345
<b>Standard Deviation</b>	\$1,139	\$682	\$1,374

All of the Comparables had a mean of \$10,085 per acre, while the data without high and low extremes had a mean of \$10,105 per acre, and the Sales with absolute adjustments less than or equal to 20 percent average \$10,345 per acre. Giving emphasis to the comparable sales with the fewest absolute adjustments, a market value opinion of \$10,500 per acre is considered to be reasonable. Therefore, the "as is" market value opinion of the subject property land only as of the effective date of the appraisal, is calculated below:

33.585 acres (1,462,963 square feet) @ \$10,500 per acre= \$352,643  
**Rounded to: \$350,000**

## **SECTION V - VALUATION CONCLUSION**



## FINAL OPINION OF VALUE

### VALUE OF THE WHOLE PROPERTY

The subject property consists of 33.585 acres of land improved with a metal barn totaling 5,000 square feet that was constructed in 2004. It was determined through our analysis that the proposed partial taking does not negatively impact the improvements located on the property. Therefore, we have provided a value of land only. This is due to the fact that the taking does not render the property non-conforming and is not impacting the use the property. Therefore, the market value of the whole property before the proposed taking, land only, as of the effective date of appraisal (January 25, 2017) is:

**"As Is" Market Value of the Whole Property (Land Only)**

**THREE HUNDRED FIFTY THOUSAND DOLLARS**

**(\$350,000)**

### VALUE OF THE PART TAKEN

The portion of the site from which property rights are proposed to be taken by the City of Farmersville is a 0.334 acre (14,549 square foot) permanent sanitary sewer easement. The City of Farmersville is also taking a 0.348 acre (15,159 square foot) temporary construction easement. Rights from this portion of the subject property are being taken for sanitary sewer easement improvements. According to Mr. Eddy Daniel, P.E. with DBI Engineers, the term of the temporary construction easement is projected at 24 months.

### VALUE OF PROPOSED PERMANENT SANITARY SEWER EASEMENT

The portion of the site from which the proposed permanent sanitary sewer easement is being taken is 0.334 acres (14,549 square feet). The easement taking encumbers some, but not all of the property rights of the land (fee simple interest) comprising the easement.

The following Easement Valuation Matrix provides a guide for allocating value of the fee simple interest between the easement estate (dominant estate) and the landowner's estate (servient estate). This exhibit was provided by an article entitled "Easement Valuation" by Donald Sherwood, SR/WA, published in the May/June 2006 edition of *Right of Way Magazine*.

**EASEMENT VALUATION MATRIX**

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

The easement will be used for sanitary sewer line infrastructure. This easement is assumed to permit ingress/egress by the property owner after the taking; however, the owner would not be permitted to construct vertical improvements within the easement area. The easement is not located across a non-usable area of the tract, but is located along a property line, and may be used as required open space and building set back areas. Therefore, utilizing the easement valuation matrix on the previous page as a guide, the easement is considered to comprise 50 percent of the fee simple value of the encumbered land, and the value of the part taken. Thus, the value of the easement is calculated as follows:

$$\text{\$10,500 Per Acre} \times 0.334 \text{ Acres} \times 50\% = \text{\$1,754}$$

## RECOMMENDED COMPENSATION FOR THE TEMPORARY CONSTRUCTION EASEMENT TAKEN

In addition to the 0.334 acre sanitary sewer easement taking, the City of Farmersville also intends to take 0.348 acres or 15,159 square feet, for a temporary construction easement (TCE). Compensation will be based upon 100% of the value of this portion of the tract during the term of the easement. According to Mr. Eddy Daniel, P.E. with DBI Engineers, the term of the temporary construction easement is projected at 24 months. The recommended compensation for this temporary easement will be calculated by applying an appropriate land capitalization rate to the value of the temporary easement land, which results in an annual rental rate and allocating 24 months of rental payments for the use of this easement. The value of the land comprising the temporary easement is calculated as follows:

$$\text{Value of TCE Land: } \$10,500 \text{ Per Acre} \times 0.348 \text{ Acres} = \$3,654$$

The appropriate overall rate for retail oriented land will be derived from a 3<sup>rd</sup> Quarter 2016 Investor Survey performed by RealtyRates.com. The following table taken from this survey indicates land lease capitalization rates.

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2016*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	1.91%	10.50%	6.03%	4.51%	11.00%	7.03%
Golf	2.41%	15.90%	8.73%	5.01%	16.40%	9.73%
Health Care/Senior Housing	2.56%	11.87%	6.80%	5.16%	12.37%	7.80%
Industrial	2.26%	10.50%	6.42%	4.86%	11.00%	7.42%
Lodging	2.47%	15.40%	7.12%	5.07%	15.90%	8.12%
Mobile Home/RV Park	2.26%	12.62%	7.39%	4.86%	13.12%	8.39%
Office	2.26%	10.50%	6.68%	4.86%	11.00%	7.68%
Restaurant	3.51%	15.33%	8.07%	6.11%	15.83%	9.07%
Retail	1.96%	11.87%	6.56%	4.56%	12.37%	7.56%
Self-Storage	2.26%	10.50%	7.53%	4.86%	11.00%	8.53%
Special Purpose	3.02%	15.81%	8.16%	5.96%	18.40%	9.09%
All Properties	1.91%	15.90%	7.23%	4.51%	16.40%	8.13%

\*2nd Quarter 2016 Data

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All property types had capitalization rates ranging from 1.91% to 15.90% percent with an average of 7.23%. Given the highest and best use of the subject property as future residential development, a capitalization rate of 8.00% will be applied for the subject property, and the recommended compensation for the temporary construction easement is calculated as follows:

Land Value:	\$3,654
<u>X Overall Rate:</u>	<u>X 8.00%</u>
Equals: Annual Rent:	\$292
<u>+12 Months/Year:</u>	<u>÷ 12</u>
Equals: Monthly Rent:	\$24
<u>X 24 Months (Term of Easement):</u>	<u>X 24</u>
Equals: Recommended Compensation (TCE):	\$585

#### **DAMAGES/ENHANCEMENTS**

State law requires that enhancements to a remainder property in a condemnation taking be determined and used as an offset to any damages to the remainder property to calculate net damages. The highest and best use, as improved is for continued agricultural use with potential for future residential subdivision development as demand warrants. The proposed taking of sanitary sewer easements along the back of the subject tract does not damage the remainder of the site due to the size and the shape of the tract remaining sufficient for residential development. Further, any potential limitations to use would be outweighed by the enhancement of value of the site by sanitary sewer line improvements. Thus, the highest and best use after the proposed taking is considered to be future residential development as demand warrants. It is determined that there are no net damages to the remainder property.

#### **COSTS TO CURE**

Costs to cure involve the contributory value of the site improvements taken and costs to relocate site improvements which can be salvaged. This appraisal is predicated on the assumption that any improvements impacted by the proposed taking of rights and subsequent construction will be relocated, repaired, or replaced with items of similar to superior condition and quality at no cost to the property owner and that the excavated area will be restored to an acceptable condition at the end of the construction period.

**Opinions of Recommended Compensation**

Value of the Whole Property (Land only):	\$350,000
Value of the Part Taken (0.334 acre sewer line easement):	\$1,754
Remainder Before Taking:	\$348,246
Remainder After Taking:	<u>\$348,246</u>
Enhancements:	\$0.00
Damages:	\$0.00
Cost to Cure:	\$0.00*
Value of the Part Taken (0.334 acre sewer line easement):	\$1,754
Recommended Compensation for Temporary Easement:	<u>\$585</u>
Total Recommended Compensation:	\$2,339

*\* Please note that no Costs to Cure the site improvements that will be replaced on the property have been estimated, as this analysis assumes that the City of Farmersville will relocate, repair, and replace these items in similar or superior condition and that the excavated area will be restored to an acceptable condition at the end of the construction period.*

## **SECTION VI - CERTIFICATION & ASSUMPTIONS & LIMITING CONDITIONS**

## **CERTIFICATION**

The undersigned hereby certifies that, to the best of their knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, unbiased, professional analyses, opinions, and conclusions of the undersigned.
- 3) The undersigned, nor any associate of the appraiser, has any present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.
- 4) All analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations; in conformity with the Interagency Appraisal and Evaluation guidelines issued by the Office of the Comptroller of the Currency (OCC), the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervisions (OTS), and the National Credit Union Administration (NCUA) on December 2, 2010; as well as the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.
- 5) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 6) Michael A. Stavinoha provided significant assistance in the preparation of this appraisal report to the persons signing this report including research and development of the appraisal.
- 7) As of the date of this report, Mitchell B. Todd, MAI, and Matthew C. Todd, MAI have completed the requirements of the continuing education program of The Appraisal Institute.
- 8) The undersigned's compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event.
- 9) The appraisal report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- 10) The property was appraised in as it existed on the date of inspection January 25, 2017. Mitchell B. Todd, MAI, and Matthew C. Todd, MAI inspected the property on January 25, 2017 and other dates. The effective date of this appraisal is January 25, 2017.

- 11) The undersigned, nor any associate of the appraisers, did not consider race, color, religion, sex, national origin, handicap, or familial status in determining the value of the subject property.
- 12) Todd Property Advisors, Mitchell B. Todd, MAI and Matthew C. Todd, MAI have not rendered professional services as appraisers regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- 13) In our professional opinion, and after careful consideration of the various factors influencing this appraisal, the estimated compensation, as of January 25, 2017, was:

**Opinions of Recommended Compensation**

Value of the Whole Property (Land only):	\$350,000
Value of the Part Taken (0.334 acre sewer line easement):	\$1,754
Remainder Before Taking:	\$348,246
Remainder After Taking:	<u>\$348,246</u>
Enhancements:	\$0.00
Damages:	\$0.00
Cost to Cure:	\$0.00*
Value of the Part Taken (0.334 acre sewer line easement):	\$1,754
Recommended Compensation for Temporary Easement:	<u>\$585</u>
Total Recommended Compensation:	\$2,339

*\* Please note that no Costs to Cure the site improvements that will be replaced on the property have been estimated, as this analysis assumes that the City of Farmersville will relocate, repair, and replace these items in similar or superior condition and that the excavated area will be restored to an acceptable condition at the end of the construction period.*

- 15) **Extraordinary Assumption:** An extraordinary assumption has been made that the taking by the City of Farmersville will not limit ingress/egress to and from the subject property and that City of Farmersville will reconstruct the site improvements to be replaced to their current or superior condition after completion of the project. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

Respectfully Submitted,



Mitchell B. Todd, MAI  
President  
State Certification # TX-1323514-G



Matthew C. Todd, MAI  
Senior Vice President  
State Certification # TX-1338120-G



## **ASSUMPTIONS AND LIMITING CONDITIONS**

- 1) No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title of the subject property, which is presumed to be good and marketable. The legal description is assumed to be correct as used in this report.
- 2) The property is appraised as though free and clear of any or all liens or encumbrances unless otherwise stated.
- 3) The property is assumed to be under responsible ownership and competent management.
- 4) The appraisers have not independently verified all of the information furnished or assumptions made with respect to the appraisal unless otherwise indicated and therefore is not responsible for their content or their effect on the market value of the property. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 5) All engineering is assumed to be correct. The maps or other illustrative materials included in this report are intended only to depict spatial relationships. They are not measured surveys nor measured maps, and the appraisers are not responsible for cartographic or surveying errors. Dimensions and areas of the subject property and of the comparables were obtained by various means and are not guaranteed to be exact.
- 6) The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- 7) The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
- 8) This appraisal is based on the assumption that all applicable zoning, building, and use restrictions for all types have been complied with, unless a nonconformity has been stated, defined, and considered in this report.
- 9) The assumption has been made that all required licenses, consents, permits or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion.
- 10) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraisers inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is not such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.
- 11) This appraisal is based on the assumption that the use of the land and improvements is within the boundaries of the subject property and there is no trespass or encroachment unless otherwise noted in the report.

- 12) The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
- 13) Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraisers.
- 14) The appraisers are not obligated to provide any other services, including but not limited to, testimony in court or before any other body charged with interpretation of enforcement of the appraisal.
- 15) No portion of the appraisal may be reproduced in whole or in part without the prior written consent of the appraisers. The validity of the appraisal is expressly conditioned upon consideration of its entirety.
- 16) Due to the nature of real estate valuation and the complexities of external and internal factors which dictate the market value of any real estate, and the rapid changes and fluctuations with respect to the valuation of real estate, the opinion of the appraisers set forth in the appraisal concerning the market value of the property is reliable as of the effective date and should not be considered as reliable at any time thereafter.
- 17) The appraisers make no guarantee or warranty, whether implied or expressed, concerning the market value set forth in the appraisal. The appraisal merely sets forth the appraisers opinion of such market value based upon information obtained by the appraisers and assumptions made by the appraisers with respect to the property.
- 18) The appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
- 19) Subsurface Rights (minerals and oil) were not considered in this appraisal unless otherwise specifically stated.
- 20) The State of Texas does not have full disclosure laws regarding real estate transactions. Therefore, the appraisers necessarily confirmed all sales and rental comparables with brokers, property managers, mortgage brokers, grantors, grantees and other parties familiar with the transaction. The appraiser's data is limited by the accuracy of the information supplied by the aforementioned individuals. Whenever possible, the information was verified by county records.
- 21) The value conclusion within this report is contingent upon the site being in full compliance with city codes, and that no contamination has occurred at the site. A Phase I Environmental Study was not provided, and the appraisers accept no responsibility as to the current status of property with respect to environmental contaminants. It is recommended that if a Phase I study has not been performed, that an expert in this field be engaged to identify any hazardous materials and substances existing on the property.
- 22) **Extraordinary Assumption:** An extraordinary assumption has been made that the taking by the City of Farmersville will not limit Ingress/egress to and from the subject property and that City of Farmersville will reconstruct the site improvements to be replaced to their current or superior condition after completion of the project. The use of this assumption could affect the results of this assignment and if found to be incorrect could necessitate re-analysis.

## **SECTION VII – ADDENDUM**

## QUALIFICATIONS OF MITCHELL B. TODD, MAI

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### EXPERIENCE

1/84 to Present	President – Todd Property Advisors, Real Property Analysts, Inc.; Dallas, Texas
7/82 to 1/84	Vice President – Beer-Wells-Vaughan, Commercial Property Analysts; Dallas, Texas
6/86 to 7/82	Vice President – Noyd & O'Connell, Inc.; Real Estate Appraisers & Consultants; Dallas, Texas (2/80-7/82); Houston, Texas (6/86-1/90)

During Mr. Todd's tenure as a real estate appraiser, he has prepared numerous valuations on a variety of high profile and complex income producing real estate developments. Additionally, Mr. Todd has been involved in the valuation of numerous single family and multi-family residential properties during his career. These assignments required analytical, communication, and problem-solving skills which Mr. Todd has continually enhanced since his inception into the profession. During the last several years, as the Dallas/Fort Worth residential market has expanded and mortgage interest rates have been at attractive levels, Mr. Todd has gained significant experience in the appraisal of single family residential properties for the purpose of obtaining mortgage financing.

Some of the more complex assignments in which Mr. Todd has completed appraisals involve numerous parcels assembled by the City of Dallas for the American Airlines Center and the new performing arts center in the Arts District; Reunion Arena and adjacent parking facilities, The Grand Hotel and the Mercantile Complex in the Dallas CBD; the proposed Bank One Building in the Fort Worth CBD; the Hughes Aircraft Facility in Las Cruces, New Mexico; the Stephens Graphics Manufacturing Facility in Dallas, Texas; the Radisson Inn Tulsa Airport in Tulsa, Oklahoma; the Trophy Club Development (all remaining lots, acreage, and disputed acreage) of Denton County, Texas; the Eldorado Subdivision (all remaining lots and acreage) in McKinney, Texas; the Stonebriar Community Church in Frisco, Texas; the Trinity Terrace Retirement Center in Fort Worth, Texas; the San Antonio Savings Association Headquarters Building in San Antonio, Texas and numerous portfolios of credit tenant retail projects, office buildings, charter schools, full service car washes and extended stay lodging facilities across Texas and the United States.

### PROFESSIONAL LICENSE AND AFFILIATIONS

Designated member of The Appraisal Institute - MAI #9379.  
State Certified General Real Estate Appraiser

Texas Certificate #	TX-1323514-G
Georgia Certificate #	34057
Florida Certificate #	RZ3473
Arizona Certificate #	31789
Oklahoma Certificate #	1287CGA
Colorado Certificate #	100031170

Registered Property Tax Consultant, State of Texas (Registration #00002555).  
Licensed Broker by the Texas Real Estate Commission (License #0364803)  
Member - Society of Texas A&M Real Estate Professionals

### EDUCATION

Master's Degree - Land Economics and Real Estate, Texas A&M University, 1986.  
Bachelor of Science Degree - Agricultural Economics, Texas A&M University, 1984.

The Land Economics and Real Estate curriculum at Texas A&M University is one of only three degree programs in the United States which have been sanctioned by The Appraisal Institute for post-graduate studies in commercial real estate appraisal. During his pursuit of the Master's degree, Mr. Todd served as a graduate teaching assistant for several undergraduate courses, including real estate appraisal curriculum. Mr. Todd received the Master's degree in May 1986. Prior to his post-graduate studies, Mr. Todd received a Bachelor of Science Degree in December 1984, graduating with *Magna Cum Laude* honors.

The Appraisal Institute courses completed by Mr. Todd include: Standards of Professional Appraisal Practice, Principles of Appraisal, Basic Valuation, Capitalization Theory - Part A, Capitalization Theory - Part B, Case Studies in Real Estate Valuation, Report Writing and Valuation Analysis, and received a passing grade on both the Comprehensive Examination and the Demonstration Report. Mr. Todd was awarded the designation of MAI in May 1992. The Appraisal Institute conducts a program of continuing professional education for its designated members. MAI and SRA members who meet the minimum standards of the program are awarded periodic educational certification. Mr. Todd is currently certified under this program. Mr. Todd serves on the Region 8 Ethics and Counseling Regional Panel of the Appraisal Institute.

Other college level real estate courses and seminars completed by Mr. Todd include: Real Estate Development Analysis, Real Property Valuation, Building Construction Practices, Rural Real Estate Appraisal, Understanding Limited Appraisals and Reporting Options, ASB Informational Meeting, and Texas Property Tax Law.

## QUALIFICATIONS OF MATTHEW C. TODD

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### EXPERIENCE

1/06 to Present                      Senior Vice President – Todd Property Advisors, Real Property Analysts, Inc.;  
Dallas, Texas

During Matthew's tenure as a real estate appraiser, he has prepared numerous valuations on a variety of commercial real estate developments. These properties consisted of various single and multiple tenant industrial, office, and retail facilities as well as residential subdivision developments, multifamily developments, and several user specific and special purpose properties. Matthew has gained extensive experience in analyzing market trends, collecting and analyzing market data, analyzing subject property income and expense information, discounted cash flow analysis, and estimating reproduction costs and depreciation.

Some of the more complex assignments completed by Matthew involve a portfolio of 18 oil lube facilities throughout Dallas/Fort Worth; The University Woods Duplexes, Waco, Texas; the Chateau Du Lac Subdivision (portion of Phase IV), Flower Mound, Texas; the proposed Lake Shore Funeral Home, Waco, Texas; The Villas at Oak Pointe, Colleyville, Texas; The Art's District Parking Garage, Dallas, Texas; the Lion's Court Apartments, Wichita Falls, Texas; Stone Tower, Dallas, Texas; Equine Sports Medicine and Surgery Center, Weatherford, Texas; Georgetown Living – Alzheimer's/Dementia Care Facility, Georgetown, Texas; Four Renaissance Hospital Properties located throughout Texas; Cantey Place – Student Housing/Residential Condos near the TCU campus, Fort Worth, Texas; 1600 Pacific Ave. – 33 Story Mixed Use Redevelopment Project within the CBD of Dallas, Texas; Three Marinas located on Lake Grapevine, Texas; The Arlington Museum of Art, Arlington, Texas; and Renaissance Square in Fort Worth, Texas.

### PROFESSIONAL LICENSE AND AFFILIATIONS

State Certified General Real Estate Appraiser  
Texas Certificate #        TX-1338120-G

Candidate for Designation of the Appraisal Institute

### EDUCATION

Bachelor of Science Degree - Agricultural Systems Management, Texas A&M University, 2005.  
Minor in Business Administration

Matthew completed his Bachelor of Science Degree in the Agricultural Systems Management curriculum at Texas A&M University in 2005. During the pursuit of his degree, Matthew completed various business and real estate oriented courses including Land Economics, Land Development, Survey of Finance Principles, Marketing, Survey of Accounting Principles, Survey of Managerial and Cost Accounting Principles, Business Government and Society, Survey of Management, Macro-Economics, Micro-Economics, Principles of Statistics, and Financial Management in Agriculture achieving a minor in Business Administration. Matthew received a Bachelor of Science Degree in December 2005, graduating with *Magna Cum Laude* honors.

The Appraisal Institute courses completed by Matthew include: Appraisal Principles; Appraisal Procedures; Uniform Standards of Professional Appraisal Practice; Business Practices and Ethics; Basic Income Capitalization; Advanced Income Capitalization; Finance, Statistics and Valuation Modeling; General Applications; Apartment Appraisal; General Appraiser Report Writing & Case Studies; Advanced Sales Comparison & Cost Approaches; Advanced Market Analysis and Highest and Best Use; Advanced Concepts & Case Studies; and Quantitative Analysis receiving a passing grade on all course examinations.

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1323514 G**

Issued: **08/18/2016** Expires: **08/31/2018**

Appraiser: **MITCHELL BRIAN TODD**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1338120 G**

Issued: **09/21/2016**

Expires: **09/30/2018**

Appraiser: **MATTHEW CRAIG TODD**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**CITY OF FARMERSVILLE  
RESOLUTION #R-2016-1215-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE A TOTAL OF APPROXIMATELY 0.682 ACRES OF LAND LOCATED IN TRACT 246, SHEET 2 OF THE WB WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS FOR THE CONSTRUCTION AND INSTALLATION OF A SANITARY SEWER LINE AND ALL RELATED APPURTENANCES; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF FARMERSVILLE, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS AND AUTHORIZING CITY MANAGER AND STAFF TO MAKE A BONA FIDE WRITTEN OFFER TO ACQUIRE SAID PROPERTY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Farmersville, Texas, has determined that a public need and necessity exists to acquire approximately 0.682 acres of land located in Tract 246, Sheet 2 of the WB Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, with 0.334 acres of such total amount being required for a sanitary sewer easement as more particularly described and/or depicted on Exhibit A (the "Sanitary Sewer Easement") together with a related temporary construction easement containing approximately 0.348 acres of land as more particularly described and/or depicted on Exhibit B (the "Temporary Construction Easement") (collectively referred to hereinafter as the "Easements"), which Exhibits A and B are attached hereto and incorporated herein by reference for all purposes allowed by law, for the construction and installation of a sanitary sewer line and all related appurtenances thereto to as one of the steps to improve the City's ability to provide sanitary sewer services ("Project"); and

**WHEREAS**, the City Council desires to acquire the Easements for this governmental and public use in conjunction with the Project; and

**WHEREAS**, the City Council desires that the City Manager, or his designee, take all necessary steps to acquire the Easements including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the City Attorney, or his designee, negotiate the purchase of the Easements and if unsuccessful in purchasing the Easements to institute condemnation proceedings to acquire these required property interests.

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



**SECTION 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**SECTION 2.** The City Council hereby finds and determines that a public purpose and necessity exists for the City of Farmersville to acquire the necessary property rights in the Easements for the construction and installation of sanitary sewer lines and all related appurtenances thereto to as one of the steps to improve the City's ability to provide sanitary sewer services.

**SECTION 3.** The City Manager, or his designee, is authorized and directed to negotiate for and to acquire the required property rights in the Easements for the City of Farmersville, and to acquire said rights in compliance with State and Federal law. The City Manager is specifically authorized and directed to do each and every act necessary to acquire the needed Easements including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, and to designate a qualified appraiser of the property to be acquired when such appraisal is necessary, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**SECTION 4.** The City Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Easements and, as such, the City Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. The City Manager is specifically authorized to establish the just compensation for the acquisition of the Easements. If the City Manager, or his designee, determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Easements.

**SECTION 5.** This Resolution shall take effective immediately upon its passage.

**DULY PASSED AND APPROVED,** by the City Council of the City of Farmersville, Texas on this 15<sup>th</sup> day of December, 2016

**APPROVED:**

\_\_\_\_\_  
Diane C. Piwko, Mayor

**ATTEST:**

\_\_\_\_\_  
Paula Jackson, Interim City Secretary

## Exhibit A

### *Depiction and/or Description of the Sewer Easement*

#### Midtiff Property - Sanitary Sewer Easement Meter & Bounds Description

Beginning at the southeast corner of the Thomas O. Midtiff property further identified as Abstract A0952 WB Williams Survey, Sheet 2, Tract 246, 33.585 Acres;

Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 272.55 feet to a point for a corner;

Thence, south 64 degrees 3 minutes 57 seconds west along a line approximately 5.14 feet to a point for a corner;

Thence, south 88 degrees 29 minutes 3 seconds west along a line approximately 187.86 feet to a point for a corner;

Thence, north 47 degrees 45 minutes 0 seconds west along a line approximately 34.0 feet to a point for a corner;

Thence, south 87 degrees 15 minutes 0 seconds west along a line approximately 176.66 feet to a point for a corner;

Thence, south 44 degrees 56 minutes 7 seconds west along a line approximately 32.31 feet to a point for a corner;

Thence, south 88 degrees 14 minutes 27 seconds west along a line approximately 20.00 feet to a point for a corner;

Thence, north 0 degrees 3 minutes 53 seconds west along a line approximately 8.88 feet to a point for a corner;

Thence, north 44 degrees 56 minutes 7 seconds east along a line approximately 48.33 feet to a point for a corner;

Thence, north 87 degrees 15 minutes 0 seconds east along a line approximately 192.68 feet to a point for a corner;

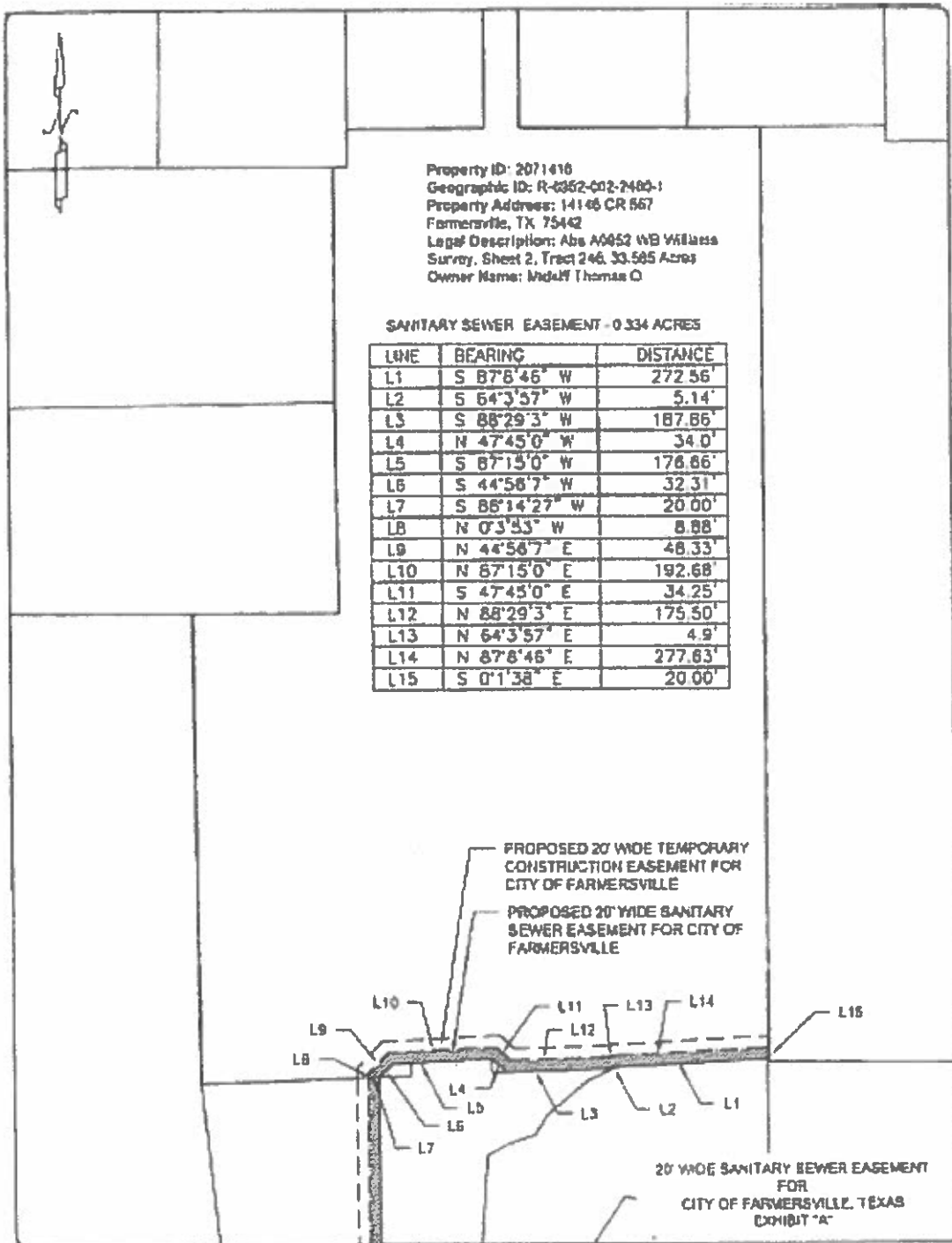
Thence, south 47 degrees 45 minutes 0 seconds east along a line approximately 34.25 feet to a point for a corner;

Thence, north 88 degrees 29 minutes 3 seconds east along a line approximately 175.50 feet to a point for a corner;

Thence, north 64 degrees 3 minutes 57 seconds east along a line approximately 4.90 feet to a point for a corner;

Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet to a point for a corner;

Thence, south 0 degrees 1 minutes 38 seconds east along a line approximately 20.00 feet back to the point of beginning and containing 0.334 acres.

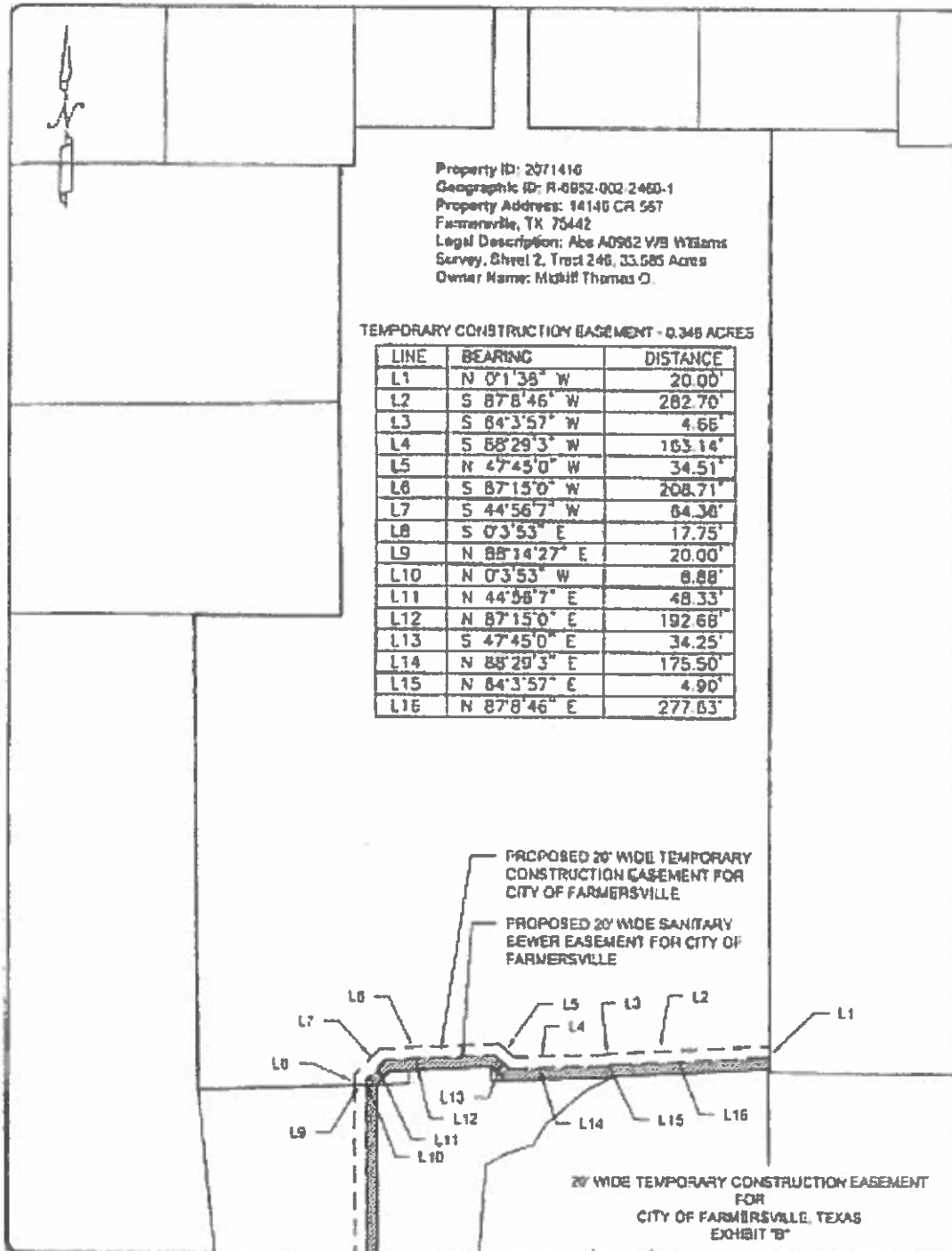


## Exhibit B

### *Depiction and/or Description of the Temporary Construction Easement*

#### Midkiff Property – Temporary Construction Easement Metes & Bounds Description

Beginning at the southeast corner of the Midkiff property further identified as Abstract A0952 WB Williams Survey, Sheet 2, Tract 246, 33.585 Acres;  
Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to the point of beginning;  
Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to a point for a corner;  
Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 282.70 feet to a point for a corner;  
Thence, south 64 degrees 3 minutes 57 seconds west along a line approximately 4.66 feet to a point for a corner;  
Thence, south 88 degrees 29 minutes 3 seconds west along a line approximately 163.14 feet to a point for a corner;  
Thence, north 47 degrees 45 minutes 0 seconds west along a line approximately 34.51 feet to a point for a corner;  
Thence, south 87 degrees 15 minutes 0 seconds west along a line approximately 208.71 feet to a point for a corner;  
Thence, south 44 degrees 56 minutes 7 seconds west along a line approximately 64.36 feet to a point for a corner;  
Thence, south 0 degrees 3 minutes 53 seconds east along a line approximately 17.75 feet to a point for a corner;  
Thence, north 88 degrees 14 minutes 27 seconds east along a line approximately 20.00 feet to a point for a corner;  
Thence, north 0 degrees 3 minutes 53 seconds west along a line approximately 8.88 feet to a point for a corner;  
Thence, north 44 degrees 56 minutes 7 seconds east along a line approximately 48.33 feet to a point for a corner;  
Thence, north 87 degrees 15 minutes 0 seconds east along a line approximately 192.68 feet to a point for a corner;  
Thence, south 47 degrees 45 minutes 0 seconds east along a line approximately 34.25 feet to a point for a corner;  
Thence, north 88 degrees 29 minutes 3 seconds east along a line approximately 175.50 feet to a point for a corner;  
Thence, north 64 degrees 3 minutes 57 seconds east along a line approximately 4.90 feet to a point for a corner;  
Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet back to the point of beginning and containing 0.348 acres.



# **BROWN & HOFMEISTER, L.L.P.**

740 East Campbell Road  
Suite 800  
Richardson, Texas 75081

ROBERT F. BROWN  
(214) 747-6130  
[rbrown@bhlaw.net](mailto:rbrown@bhlaw.net)

Telephone: (214) 747-6100  
Telecopier: (214) 747-6111  
[www.bhlaw.net](http://www.bhlaw.net)

March 9, 2017

Mr. Thomas O. Midkiff, IV  
4021 Castle Creek  
Round Rock, Texas 78681-1038

**VIA CERTIFIED MAIL**

Re: City of Farmersville, Texas – Sanitary Sewer Project  
**Final Offer Letter** – Approximately .334 Acres for Sanitary Sewer Easement, and  
Approximately .348 Acres for a Temporary Construction Easement, in Land Located  
in Farmersville, Collin County, Texas ("**Property Interests**")

Dear Mr. Midkiff:

This office has the privilege of serving as the City Attorney for the City of Farmersville, Texas ("**City**"), and it is in that capacity that I have been requested to send this letter to you. As you are aware from previous communications between the City, and you and your wife, Kristi Midkiff, as well as the City's initial offer letter dated February 8, 2017, which initial offer you declined by correspondence dated March 6, 2017, the City is interested in acquiring the Property Interests for a City sanitary sewer project ("**Project**").

Specifically, the City needs to acquire a permanent sanitary sewer easement and a temporary construction easement (not to exceed 24 months) in the Property Interests. The Property Interests are more particularly described in the proposed Sewer Easement enclosed with this letter. As required by law, the City has commissioned an appraisal ("**Appraisal Report**") to determine the value of the Property Interests. That Appraisal Report, dated as of January 25, 2017, and prepared by Todd Property Advisors, values the Property Interests at \$2,339. As required by Section 21.0111(a) of the Texas Property Code), a copy of the Appraisal Report is once again enclosed.

Consistent with the Appraisal, the City offers, as its final offer, **Two Thousand, Three-Hundred, Thirty-Nine and No/100 Dollars (\$2,339)** for the Property Interests, subject to and contingent upon good, marketable, indefeasible, and insurable title to the Property Interests being secured. As required by Sections 21.0112 and 21.0113(b)(6)(C) of the Texas Property Code, a copy of the Landowner's Bill of Rights is once again enclosed for your information. Additionally, as required by Section 21.0113(b)(6)(B) of the Texas Property Code, the proposed Sewer Easement for the Property Interests is once again enclosed. This final offer is submitted pursuant to Section 21.0113(b)(2) of the Texas Property Code, and is made subject to and contingent upon the voluntary sale and purchase of the Property Interests.

As required by Texas Property Code Section 21.0113(b)(3), this final offer is being "made on or after the 30<sup>th</sup> day after the date on which [the City] makes a written initial offer to the property owner." This final offer is submitted pursuant to Texas Property Code Sections 21.0113(b)(2), (3) and 21.012(b)(6).

Additionally, please be advised that pursuant to Section 21.0111(a) of the Texas Property Code, the City has enclosed with this letter any and all appraisals for the Property prepared in the past ten (10) years. Moreover, pursuant to Section 21.0111(c) of the Texas Property Code, please note that you have the right to discuss with others any offer or agreement regarding the City's proposed acquisition, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552 of the Texas Government Code (commonly referred to as the "Texas Public Information Act") as it may apply to the City.

Further, as required by Section 21.023 of the Texas Property Code, please be advised that your heirs, successors, or assigns, may be entitled to repurchase the Property Interests, as set forth in Subchapter E of Chapter 21 of the Texas Property Code, or request from the City certain information relating to the use of the Property Interests and any progress made towards that use. The repurchase price will be the price paid to you by the City at the time that the City acquires the Property Interests through eminent domain.

As required by Texas Property Code Section 21.0113(b)(7), you will be provided at least fourteen (14) days to respond to this final offer. If you wish to accept the offer, please contact me and we will schedule the closing with a title company. If you are not willing to accept this offer, you may submit a written counteroffer amount with the basis for such amount, **provided such counteroffer is received in writing within fourteen (14) days from the date of this letter.**

Sincerely yours,



Robert F. Brown

RFB:rfb

Enclosures:

Sewer Easement (with Legal Descriptions and Exhibits for the Requested Easements)  
Appraisal Report, dated as of January 25, 2017, prepared by Todd Property Advisors  
Texas Attorney General's Landowner's Bill of Rights

cc (w/o enclosures):

Ben White, City Manager/Public Works Director  
Alan Lathrom, City Attorney

**AFTER RECORDING, RETURN TO:**

Benjamin L. White, P.E.  
City Manager  
CITY OF FARMERSVILLE  
205 S. Main Street  
Farmersville, Texas 75442

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**SEWER EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **THOMAS O. MIDKIFF, IV**, an natural person ("**Grantor**"), for and in consideration of the sum of **TWO THOUSAND, THREE HUNDRED AND THIRTY-NINE AND NO/100 DOLLARS (\$2,339.00)**, and other good and valuable consideration to Grantor in hand paid by the **CITY OF FARMERSVILLE**, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto Grantee, a non-exclusive City easement (which would allow additional City use, but no other franchise utilities) and right to construct, reconstruct and perpetually maintain sanitary sewer facilities and all necessary appurtenances thereto (the "**Facilities**") in, on, under, over and across the following described property:

**The .334 acres described by metes and bounds and graphical survey attached hereto as *Exhibit A* (hereinafter referred to as the "**Easement Property**").**

Grantor also grants to Grantee a temporary construction with rights of ingress and egress for the construction of sanitary sewer lines and related improvements, such temporary



construction easement terminating upon completion of construction of the Facilities, or 24-months, whichever occurs first, in, on, under, over and across the following described property:

**The .348 acres described by metes and bounds and graphical survey attached hereto as *Exhibit B*.**

Improvements may be placed on the Easement Property that are compatible with the Grantee's use of the easement and Facilities as are approved by the Grantee. Subject to the foregoing, Grantor reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the easement and Facilities by Grantee. No structures except driveways, parking lots, and irrigation may be placed in or upon and across the Easement Property. Soft landscaping excluding trees may be placed in or upon and across the Easement Property.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted (the "**Limited Ingress/Egress Easement**"). Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities restore the surface of the Easement Property and any portion of the Limited Ingress/Egress Easement which was used by Grantee to access the Easement Property to as close to the condition in which it was found before such work was undertaken. Notwithstanding the foregoing, Grantee shall have no obligation to restore any improvements on the Easement Property that were not approved by the Grantee and which improvements interfere with or otherwise interrupt the Grantee's use or enjoyment of the easement and Facilities.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If

such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

This conveyance is made by Grantor and accepted by Grantee subject to any and all existing reservations, restrictions, covenants, conditions, easements, and rights of way affecting the Easement Property, to the extent, and only to the extent, that they are still in effect and shown of record in Collin County, Texas as of the effective date of this instrument.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE GRANTOR'S HAND to be EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

***THOMAS O. MIDKIFF, IV***

By: \_\_\_\_\_  
***THOMAS O. MIDKIFF, IV***

Date of Execution \_\_\_\_\_

AGREED AND ACCEPTED:

***CITY OF FARMERSVILLE***

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

ATTEST:

\_\_\_\_\_  
PAULA JACKSON, Interim City Secretary

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by THOMAS O. MIDKIFF, IV, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017 by BENJAMIN L. WHITE, P.E., CPM, City Manager of the ***CITY OF FARMERSVILLE***, a Texas municipal corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

*Description and Depiction of the Easement Property*

**Midkiff Property – Sanitary Sewer Easement**  
**Metes & Bounds Description**

Beginning at the southeast corner of the Thomas O. Midkiff property further identified as Abstract A0952 WB Williams Survey, Sheet 2, Tract 246, 33.585 Acres;

Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 272.56 feet to a point for a corner;

Thence, south 64 degrees 3 minutes 57 seconds west along a line approximately 5.14 feet to a point for a corner;

Thence, south 88 degrees 29 minutes 3 seconds west along a line approximately 187.86 feet to a point for a corner;

Thence, north 47 degrees 45 minutes 0 seconds west along a line approximately 34.0 feet to a point for a corner;

Thence, south 87 degrees 15 minutes 0 seconds west along a line approximately 176.66 feet to a point for a corner;

Thence, south 44 degrees 56 minutes 7 seconds west along a line approximately 32.31 feet to a point for a corner;

Thence, south 88 degrees 14 minutes 27 seconds west along a line approximately 20.00 feet to a point for a corner;

Thence, north 0 degrees 3 minutes 53 seconds west along a line approximately 8.88 feet to a point for a corner;

Thence, north 44 degrees 56 minutes 7 seconds east along a line approximately 48.33 feet to a point for a corner;

Thence, north 87 degrees 15 minutes 0 seconds east along a line approximately 192.68 feet to a point for a corner;

Thence, south 47 degrees 45 minutes 0 seconds east along a line approximately 34.25 feet to a point for a corner;

Thence, north 88 degrees 29 minutes 3 seconds east along a line approximately 175.50 feet to a point for a corner;

Thence, north 64 degrees 3 minutes 57 seconds east along a line approximately 4.90 feet to a point for a corner;

Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet to a point for a corner;

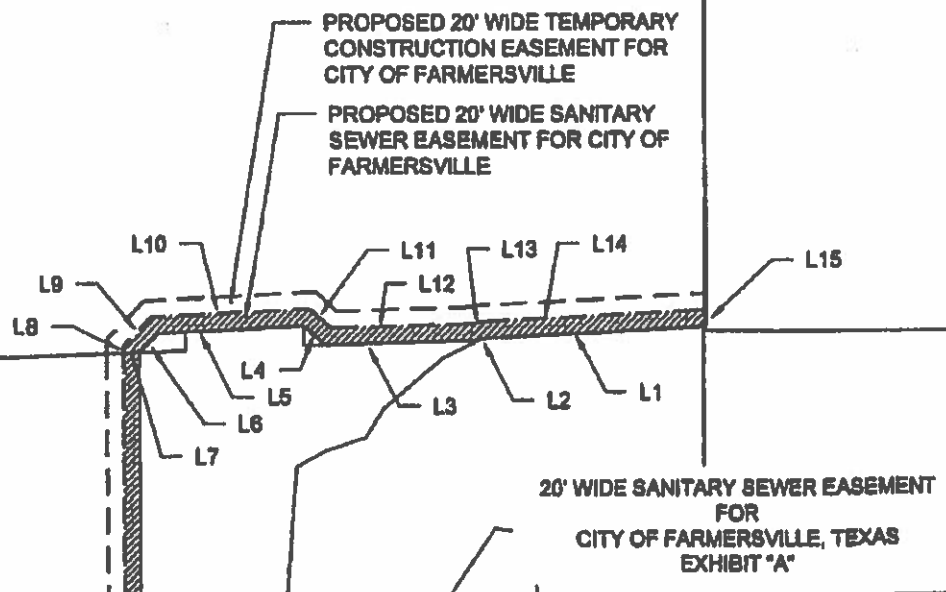
Thence, south 0 degrees 1 minutes 38 seconds east along a line approximately 20.00 feet back to the point of beginning and containing 0.334 acres.



Property ID: 2071416  
 Geographic ID: R-8952-002-2480-1  
 Property Address: 14146 CR 567  
 Farmersville, TX 75442  
 Legal Description: Abs A0952 WB Williams  
 Survey, Sheet 2, Tract 248, 33.686 Acres  
 Owner Name: Midkiff Thomas O.

**SANITARY SEWER EASEMENT - 0.334 ACRES**

LINE	BEARING	DISTANCE
L1	S 87°8'46" W	272.56'
L2	S 64°3'57" W	5.14'
L3	S 88°29'3" W	187.88'
L4	N 47°45'0" W	34.0'
L5	S 87°15'0" W	176.66'
L6	S 44°56'7" W	32.31'
L7	S 88°14'27" W	20.00'
L8	N 0°3'53" W	8.88'
L9	N 44°56'7" E	48.33'
L10	N 87°15'0" E	192.68'
L11	S 47°45'0" E	34.25'
L12	N 88°29'3" E	175.50'
L13	N 64°3'57" E	4.9'
L14	N 87°8'46" E	277.63'
L15	S 0°1'38" E	20.00'



**Exhibit B**

*Description and Depiction of the Temporary Construction Easement Property*

**Midkiff Property – Temporary Construction Easement**  
**Mates & Bounds Description**

Beginning at the southeast corner of the Midkiff property further identified as Abstract A0952 WB Williams Survey, Sheet 2, Tract 246, 33.585 Acres;

Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to the point of beginning.

Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to a point for a corner;

Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 282.70 feet to a point for a corner;

Thence, south 64 degrees 3 minutes 57 seconds west along a line approximately 4.66 feet to a point for a corner;

Thence, south 88 degrees 29 minutes 3 seconds west along a line approximately 163.14 feet to a point for a corner;

Thence, north 47 degrees 45 minutes 0 seconds west along a line approximately 34.51 feet to a point for a corner;

Thence, south 87 degrees 15 minutes 0 seconds west along a line approximately 208.71 feet to a point for a corner;

Thence, south 44 degrees 56 minutes 7 seconds west along a line approximately 64.36 feet to a point for a corner;

Thence, south 0 degrees 3 minutes 53 seconds east along a line approximately 17.75 feet to a point for a corner;

Thence, north 88 degrees 14 minutes 27 seconds east along a line approximately 20.00 feet to a point for a corner;

Thence, north 0 degrees 3 minutes 53 seconds west along a line approximately 8.88 feet to a point for a corner;

Thence, north 44 degrees 56 minutes 7 seconds east along a line approximately 48.33 feet to a point for a corner;

Thence, north 87 degrees 15 minutes 0 seconds east along a line approximately 192.68 feet to a point for a corner;

Thence, south 47 degrees 45 minutes 0 seconds east along a line approximately 34.25 feet to a point for a corner;

Thence, north 88 degrees 29 minutes 3 seconds east along a line approximately 175.50 feet to a point for a corner;

Thence, north 64 degrees 3 minutes 57 seconds east along a line approximately 4.90 feet to a point for a corner;

Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet back to the point of beginning and containing 0.348 acres.

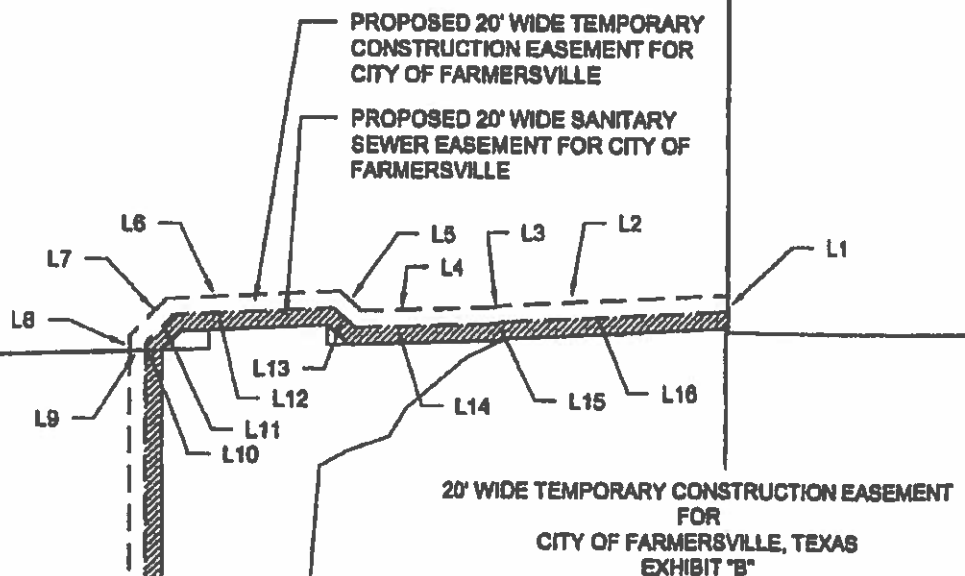




Property ID: 2071416  
 Geographic ID: R-8852-002-2480-1  
 Property Address: 14148 CR 567  
 Farmersville, TX 75442  
 Legal Description: Abs A0952 WB Williams  
 Survey, Sheet 2, Tract 248, 33.585 Acres  
 Owner Name: Midkiff Thomas O.

**TEMPORARY CONSTRUCTION EASEMENT - 0.348 ACRES**

LINE	BEARING	DISTANCE
L1	N 0°1'38" W	20.00'
L2	S 87°8'46" W	282.70'
L3	S 64°3'57" W	4.66'
L4	S 88°29'3" W	163.14'
L5	N 47°45'0" W	34.51'
L6	S 87°15'0" W	208.71'
L7	S 44°56'7" W	64.36'
L8	S 0°3'53" E	17.75'
L9	N 88°14'27" E	20.00'
L10	N 0°3'53" W	8.88'
L11	N 44°56'7" E	48.33'
L12	N 87°15'0" E	192.68'
L13	S 47°45'0" E	34.25'
L14	N 88°29'3" E	175.50'
L15	N 64°3'57" E	4.90'
L16	N 87°8'46" E	277.63'





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THE STATE OF TEXAS  
LANDOWNER'S  
BILL OF RIGHTS

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PREPARED BY THE



OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS



# STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

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This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

## CONDEMNATION PROCEDURE

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Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

## HOW THE TAKING PROCESS BEGINS

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The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

## CONDEMNATION PROCEEDINGS

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If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

## SPECIAL COMMISSIONERS' HEARING

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After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

## SPECIAL COMMISSIONERS' AWARD

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After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

## OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

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If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

## DISMISSAL OF THE CONDEMNATION ACTION

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A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

## RELOCATION COSTS

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If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

## RECLAMATION OPTIONS

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If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

## DISCLAIMER

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The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## ADDITIONAL RESOURCES

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Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

**CITY OF FARMERSVILLE  
RESOLUTION #R-2016-1215-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE A TOTAL OF APPROXIMATELY 0.682 ACRES OF LAND LOCATED IN TRACT 246, SHEET 2 OF THE WB WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS FOR THE CONSTRUCTION AND INSTALLATION OF A SANITARY SEWER LINE AND ALL RELATED APPURTENANCES; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF FARMERSVILLE, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS AND AUTHORIZING CITY MANAGER AND STAFF TO MAKE A BONA FIDE WRITTEN OFFER TO ACQUIRE SAID PROPERTY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Farmersville, Texas, has determined that a public need and necessity exists to acquire approximately 0.682 acres of land located in Tract 246, Sheet 2 of the WB Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, with 0.334 acres of such total amount being required for a sanitary sewer easement as more particularly described and/or depicted on Exhibit A (the "Sanitary Sewer Easement") together with a related temporary construction easement containing approximately 0.348 acres of land as more particularly described and/or depicted on Exhibit B (the "Temporary Construction Easement") (collectively referred to hereinafter as the "Easements"), which Exhibits A and B are attached hereto and incorporated herein by reference for all purposes allowed by law, for the construction and installation of a sanitary sewer line and all related appurtenances thereto to as one of the steps to improve the City's ability to provide sanitary sewer services ("Project"); and

**WHEREAS**, the City Council desires to acquire the Easements for this governmental and public use in conjunction with the Project; and

**WHEREAS**, the City Council desires that the City Manager, or his designee, take all necessary steps to acquire the Easements including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the City Attorney, or his designee, negotiate the purchase of the Easements and if unsuccessful in purchasing the Easements to institute condemnation proceedings to acquire these required property interests.

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

**SECTION 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**SECTION 2.** The City Council hereby finds and determines that a public purpose and necessity exists for the City of Farmersville to acquire the necessary property rights in the Easements for the construction and installation of sanitary sewer lines and all related appurtenances thereto to as one of the steps to improve the City's ability to provide sanitary sewer services.

**SECTION 3.** The City Manager, or his designee, is authorized and directed to negotiate for and to acquire the required property rights in the Easements for the City of Farmersville, and to acquire said rights in compliance with State and Federal law. The City Manager is specifically authorized and directed to do each and every act necessary to acquire the needed Easements including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, and to designate a qualified appraiser of the property to be acquired when such appraisal is necessary, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**SECTION 4.** The City Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Easements and, as such, the City Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. The City Manager is specifically authorized to establish the just compensation for the acquisition of the Easements. If the City Manager, or his designee, determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Easements.

**SECTION 5.** This Resolution shall take effective immediately upon its passage.

**DULY PASSED AND APPROVED,** by the City Council of the City of Farmersville, Texas on this 15<sup>th</sup> day of December, 2016

**APPROVED:**

  
\_\_\_\_\_  
Diane C. Piwko, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Paula Jackson, Interim City Secretary

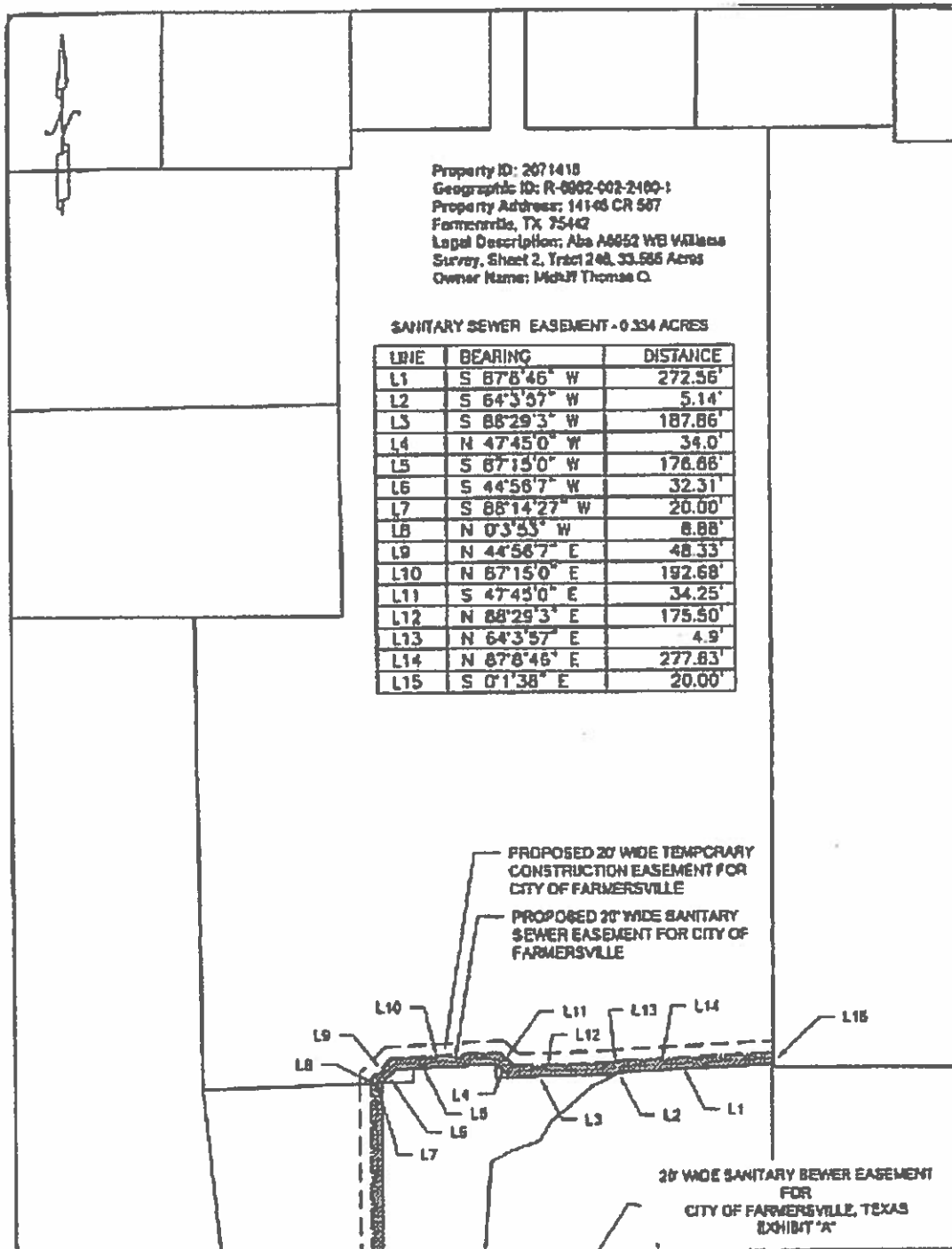


## Exhibit A

### *Depiction and/or Description of the Sewer Easement*

#### Midliff Property – Sanitary Sewer Easement Metes & Bounds Description

Beginning at the southeast corner of the Thomas O. Midliff property further identified as Abstract A0952 WB Williams Survey, Sheet 2, Tract 246, 33.585 Acres;  
Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 272.56 feet to a point for a corner;  
Thence, south 64 degrees 3 minutes 57 seconds west along a line approximately 5.14 feet to a point for a corner;  
Thence, south 88 degrees 29 minutes 3 seconds west along a line approximately 187.86 feet to a point for a corner;  
Thence, north 47 degrees 45 minutes 0 seconds west along a line approximately 34.0 feet to a point for a corner;  
Thence, south 67 degrees 15 minutes 0 seconds west along a line approximately 176.66 feet to a point for a corner;  
Thence, south 44 degrees 56 minutes 7 seconds west along a line approximately 32.31 feet to a point for a corner;  
Thence, south 88 degrees 34 minutes 27 seconds west along a line approximately 20.00 feet to a point for a corner;  
Thence, north 0 degrees 3 minutes 53 seconds west along a line approximately 8.88 feet to a point for a corner;  
Thence, north 44 degrees 56 minutes 7 seconds east along a line approximately 48.33 feet to a point for a corner;  
Thence, north 87 degrees 15 minutes 0 seconds east along a line approximately 192.63 feet to a point for a corner;  
Thence, south 47 degrees 45 minutes 0 seconds east along a line approximately 34.25 feet to a point for a corner;  
Thence, north 88 degrees 29 minutes 3 seconds east along a line approximately 175.50 feet to a point for a corner;  
Thence, north 64 degrees 3 minutes 57 seconds east along a line approximately 4.90 feet to a point for a corner;  
Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet to a point for a corner;  
Thence, south 0 degrees 1 minutes 38 seconds east along a line approximately 20.00 feet back to the point of beginning and containing 0.334 acres.

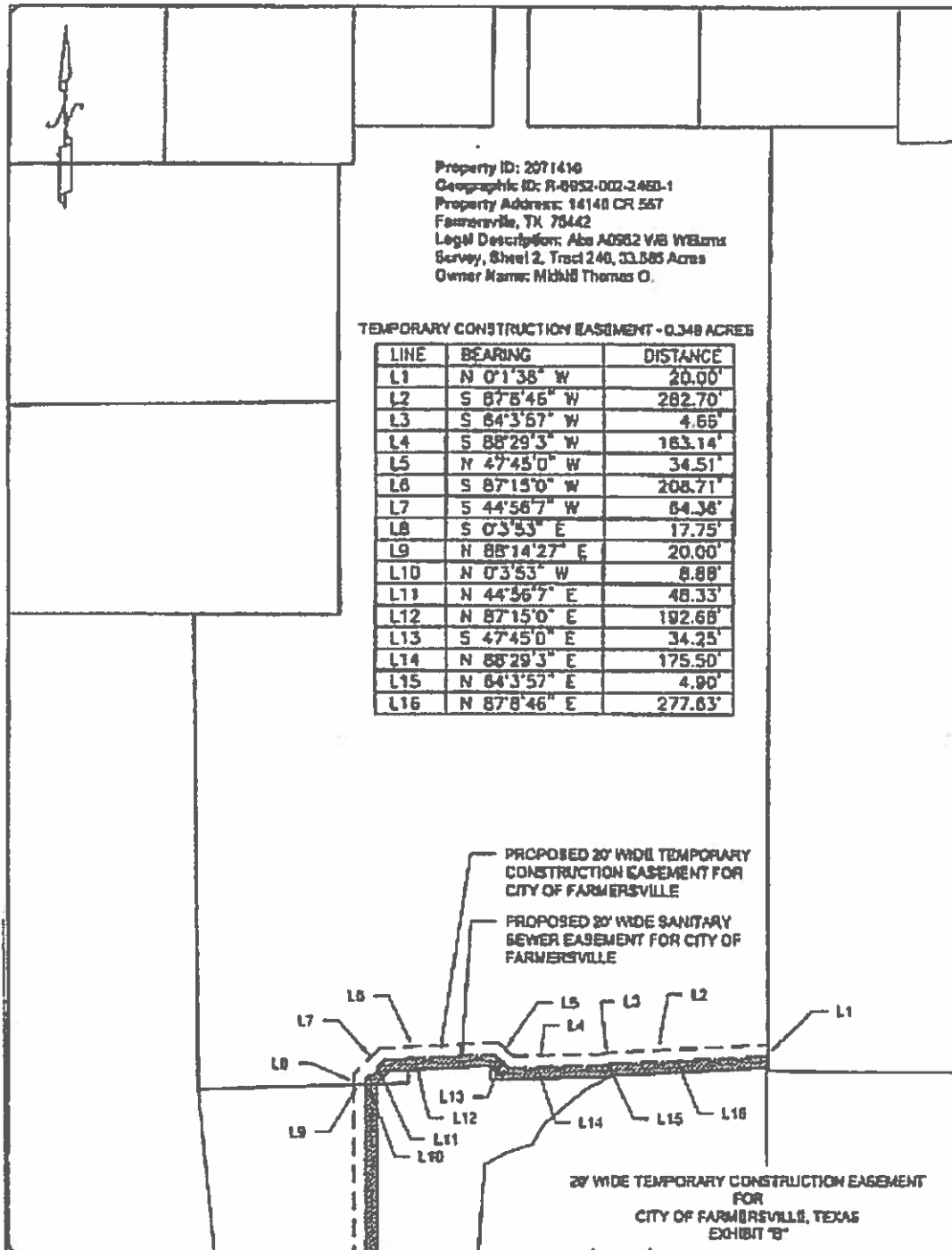


## Exhibit B

### *Depiction and/or Description of the Temporary Construction Easement*

#### Midkiff Property – Temporary Construction Easement Metes & Bounds Description

Beginning at the southeast corner of the Midkiff property further identified as Abstract A0952 WB  
Williams Survey, Sheet 2, Tract 246, 33.585 Acres;  
Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to the point of  
beginning;  
Thence, north 0 degrees 1 minutes 38 seconds west along a line approximately 20.00 feet to a point for  
a corner;  
Thence, south 87 degrees 8 minutes 46 seconds west along a line approximately 282.70 feet to a point  
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corner;  
Thence, north 87 degrees 8 minutes 46 seconds east along a line approximately 277.63 feet back to the  
point of beginning and containing 0.348 acres.



Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Discuss, consider and act upon Resolution #R-2017-0328-002 regarding CDBG Main Street start up.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	R-2017-0328-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2017-0328-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING CERTAIN POLICIES, PROCEDURES AND PROCLAMATIONS REGARDING CIVIL RIGHTS REQUIRED BY AND THROUGH THE RECEIPT AND ACCEPTANCE OF FEDERAL FUNDS FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT MAIN STREET PROGRAM GRANT**

**WHEREAS**, the City of Farmersville, Texas, ("City of Farmersville") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture ("TDA"); and

**WHEREAS**, the City of Farmersville, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

**WHEREAS**, the City of Farmersville, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

**WHEREAS**, the City of Farmersville, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area; and

**WHEREAS**, the City of Farmersville, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

**WHEREAS**, the City of Farmersville, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds

**WHEREAS**, the City of Farmersville, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing.

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

**Section 1.** All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

**Section 2.** The City of Farmersville adopts the following identified policies, procedures and proclamations that are attached hereto and incorporated herein by reference:

- a. Citizen Participation Plan and Grievance Procedures (Form A1013);
- b. Section 3 Policy (Form A1002);
- c. Excessive Force Policy (Form A1003)
- d. Section 504 Policy and Grievance Procedures (Form A1004);
- e. Fair Housing Policy (Exhibit 1015); and
- f. Fair Housing Month Proclamation.

**Section 3.** The Mayor or Mayor pro tem, or other City Council member selected by the City Council to so act in the event the Mayor and/or the Mayor pro tem has a possible or potential conflict of interest, is hereby authorized to sign this Resolution and the attached policies, procedures and proclamations on behalf of the City of Farmersville.

**Section 4.** This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this 28<sup>th</sup> day of March, 2017.

**APPROVED:**

\_\_\_\_\_

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

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Sandra Green, City Secretary



**CITY OF FARMERSVILLE**  
**Citizen Participation Plan**  
**Texas Community Development Block Grant Program**

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have "meaningful access" to all aspects of the TxCDBG project. To provide "meaningful access", Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Farmersville, 205 S. Main, 205 S. Main, Farmersville, TX 75442, (972) 782-6151 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Farmersville or may call (972) 782-6151.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

### TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

### PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.

2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents..
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

09/01/2016

**LA CIUDAD DE FARMERSVILLE**  
**Plan de Participación Ciudadana**  
**Programa de Texas Community Development Block Grant Program**

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Ejemplos de tales documentos vitales incluyen la aplicación, los procedimientos de quejas, procedimientos de queja, las respuestas a las quejas, avisos, avisos de derechos y las medidas disciplinarias, y los documentos adicionales que contienen información que es fundamental para la obtención de los servicios y/o beneficios federales, o es requerido por ley. Para obtener más información, consulte LEP.gov.

**PROCEDIMIENTOS DE QUEJA**

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Farmersville, 205 S. Main, 205 S. Main, Farmersville, TX 75442, (972) 782-6151, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Administrador de la Ciudad, a City of Farmersville, 205 S. Main, 205 S. Main, Farmersville, TX 75442, (972) 782-6151.
2. Una copia de la queja o reclamación se transmitirá por Administrador de la Ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.

3. Administrador de la Ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

### ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

### DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad/, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones

deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.

3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad/ debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad/ deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad/ deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades

de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.

4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad/ recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad/ celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionará un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad/ conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

**CIUDAD DE FARMERSVILLE, TEXAS**

\_\_\_\_\_  
Consejal Municipal Autorizado

Fecha: \_\_\_\_\_



**ATTESTIGUADO:**

Sandra Green, Secretaria de la Ciudad

## SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Farmersville agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in grant funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Farmersville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

## **Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Farmersville hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Farmersville to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Farmersville to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Farmersville will introduce and pass a resolution adopting this policy.

As officers and representatives City of Farmersville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

## **Section 504 Policy against Discrimination based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Farmersville hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Farmersville does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Farmersville's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Farmersville shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Farmersville shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Farmersville to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

- b. Complaints should be addressed to the City Manager, 205 S. Main, Farmersville, TX, 75442 or call (972) 782-6151, who has been designated to coordinate Section 504 compliance efforts.
- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Farmersville relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Farmersville within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Farmersville complies with Section 504 and HUD regulations.

*[Signatures continued on following page.]*

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary

## **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Farmersville hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Farmersville agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Farmersville agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Farmersville will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Farmersville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

**CITY OF FARMERSVILLE, TEXAS**

\_\_\_\_\_  
Authorized City Council Member

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

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Secretary



## **PROCLAMATION OF APRIL AS FAIR HOUSING MONTH**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Farmersville, do proclaim April as Fair Housing Month in City of Farmersville and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Farmersville, Collin County, State of Texas, on the 28<sup>th</sup> day of March, 2017.

**CITY OF FARMERSVILLE, TEXAS**

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Authorized City Council Member

**ATTEST:**

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Sandra Green, City Secretary

## **VII. Requests to be Placed on Future Agendas**

## **VIII. Adjournment**