

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2018-0724-002 amending the Sign Ordinance to allow Quilt Barn Square Signs.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	Ordinance #O-2018-0724-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE O-2018-0724-002**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 56, "SIGNS AND ADVERTISING," BY THE AMENDMENT OF SECTION 56-31, ENTITLED "DEFINITIONS; SIGN REGULATIONS AND REQUIREMENTS," BY ADDING A NEW DEFINITION, REGULATIONS AND REQUIREMENTS FOR A "QUILT BARN SQUARE SIGN"; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to promote growth and business opportunities in Farmersville; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to amend the Sign Ordinance regarding off-premises or off-location signs;

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

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. AMENDMENT OF CHAPTER 56, "SIGNS AND ADVERTISING," BY THE AMENDMENT OF SECTION 56-31, "DEFINITIONS; SIGN REGULATIONS AND REQUIREMENTS" BY ADDING A NEW DEFINITION, REGULATIONS AND REQUIREMENTS FOR A "QUILT BARN SQUARE SIGN"

From and after the effective date of this Ordinance, Section 56-31, entitled "Definitions; Sign Regulations and Requirements," is hereby amended by adding a definition, regulations and requirements of a "Quilt Barn Square Sign" to read as follows:

"Quilt barn square sign" means a wall sign, subject to the additional limitations set forth herein, constructed of metal that is square and attached to a facade of a building and which wall sign has the appearance of a square from a quilt.

1. A sign permit is required.

2. Only one quilt barn square sign is allowed on the primary structure on a particular lot.
3. A quilt barn square sign shall be used for decorative purposes only.
4. A quilt barn square sign shall not advertise any business or product.
5. A quilt barn square sign shall not contain the name or logo of any business or product.
6. A quilt barn square sign shall be erected against an exterior wall or erected parallel directly onto an exterior wall and extending not more than $\frac{3}{4}$ inches from the facade of any building to which it is attached, supported throughout its entire length by the building face.
7. A quilt barn square sign can be up to 2 feet x 2 feet in size.
8. A quilt barn square sign shall count against the percentage of area or number of wall signs allowed on a building facade."

SECTION 3. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if

any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 7. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 8. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

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PASSED on first reading on the ____ day of July, 2018, and the second reading on the ____ day of August, 2018, at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF AUGUST, 2018.

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Reading of Ordinances
Section Number	V.B
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2018-0814-001 adopting state traffic regulations.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	Ordinance #O-2018-0814-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE

ORDINANCE O-2018-0814-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 71, "TRAFFIC AND VEHICLES," THROUGH THE AMENDMENT OF SECTIONS 71-1, "ADOPTION OF STATE TRAFFIC REGULATIONS," AND 71-2, "PENALTY," BY DELETING SAID SECTIONS IN THEIR ENTIRETY AND REPLACING THEM WITH A NEW SECTION 71-1, ALSO ENTITLED "ADOPTION OF STATE TRAFFIC REGULATIONS," AND A NEW SECTION 71-2, ALSO ENTITLED "PENALTY," AND BY ADOPTING NEW SECTIONS 71-3 THROUGH 71-7 AS PROVIDED HEREIN BELOW; THROUGH THE DELETION OF SECTIONS 71-201, 71-219, 71-248 AND 71-279 REGARDING THE POSTING AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND SIGNS WHICH DUTIES ARE NOW ADDRESSED THROUGH NEW SECTION 71-3, "SIGNS, MARKINGS AND OTHER TRAFFIC CONTROL DEVICES"; RESPONSIBILITY FOR TRAFFIC REGULATION"; AND THROUGH THE ADOPTION OF A NEW SECTION 71-279, ENTITLED "SYCAMORE STREET"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL EXISTING RIGHTS AND REMEDIES; PROVIDING FOR IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Farmersville, Texas, (the "City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds and determines that the City's current traffic and vehicles regulations, recorded in Chapter 71 of the Code of Ordinances, City of Farmersville, Texas are in need of a number of revisions to better serve the needs of the City; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds and determines that it is in the best interest of the public health, safety and general welfare of the citizens of Farmersville, Texas, to amend certain sections of Chapter 71, "Traffic and Vehicles," of the Farmersville Code as provided herein below;

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

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. AMENDMENT TO CHAPTER 71, "TRAFFIC AND VEHICLES," THROUGH THE AMENDMENT OF SECTIONS 71-1, "ADOPTION OF STATE TRAFFIC REGULATIONS," AND 71-2, "PENALTY," BY DELETING SAID SECTIONS IN THEIR ENTIRETY AND REPLACING THEM WITH A NEW SECTION 71-1, ALSO ENTITLED "ADOPTION OF STATE TRAFFIC REGULATIONS," AND A NEW SECTION 71-2, ALSO ENTITLED "PENALTY," AND BY ADOPTING NEW SECTIONS 71-3 THROUGH 71-7 AS PROVIDED HEREIN BELOW

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by and through the amendment of Sections 71-1, "Adoption of State Traffic Regulations," and 71-2, "Penalty," by deleting said sections in their entirety and replacing them with a new Section 71-1, also entitled "Adoption of State Traffic Regulations," and a new Section 71-2, also entitled "Penalty," and by adopting new Sections 71-3 through 71-7, to read as follows:

"Sec. 71-1. – Adoption of state traffic regulations.

All of the terms, provisions and regulations of state traffic law specifically including, but not limited to, the "Rules of the Road" set out in chapter 541 of the Texas Transportation Code are hereby adopted as the terms for regulating traffic in the city limits. All ordinances, rules or regulations in conflict with the provisions of said law, unless expressly authorized therein, are hereby repealed, except such traffic regulations in the nature of additional regulations made heretofore by the ordinances of this city which are not in conflict with the provisions of said state traffic law.

Sec. 71-2. - Penalty.

Any person violating any of the provisions of the state traffic laws adopted in section 71-1 or any other provision of this chapter shall be guilty of a misdemeanor (unless such violation is by said act or other law of the state declared to be a felony), and upon conviction thereof shall be punished as provided in Section 1-3 of this Code. Each and

every day, or portion of a day, that such violation continues shall constitute a separate offense.

Sec. 71-3. - Signs, markings and other traffic control devices; responsibility for traffic regulation.

- (a) The city manager shall cause his designee to plainly mark, and keep marked, all traffic lanes, parking places and loading zones, and speed limit zones and have traffic signs and traffic lights maintained as called for by this chapter or other city ordinances.
- (b) The city manager shall cause his designee to erect and have maintained appropriate signs indicating school zones; reduced speed zones; speed zones; one-way streets and one-way traffic patterns; stop or yield intersections; truck routes and, if warranted, streets upon which truck traffic is prohibited; loading zones and limited duration loading zones; no-stopping and no-parking areas; handicap parking areas on public streets and parking lots; areas where overnight parking is prohibited; special permit parking areas; and other traffic signage allowed by and through the most recent addition of the Texas Manual on Uniform Traffic Control Devices.
- (c) The city manager shall cause the chief of police to regulate traffic and to enforce traffic laws.

Sec. 71-4. - Duties of drivers traveling through crosswalks.

Drivers of vehicles traveling through established crosswalks shall stop prior to entering a crosswalk that is occupied by a pedestrian crossing or waiting at the curb or in the street to cross the roadway, but no pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close that it is impossible for the driver to stop. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

Sec. 71-5. - Reasonable speed.

It shall be unlawful for any person to drive a vehicle on any street, highway or alley in the city at a speed that is greater than is reasonable under the circumstances then existing, having regard to the actual and potential hazards when approaching and crossing an

intersection or when special hazards exist with respect to pedestrians or other traffic or by reason of weather or road conditions; and in every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance in compliance with legal requirements and the duty of all persons to use due care.

Sec. 71-6. - Unmarked areas.

Except as provided in section 71-7, the speed limit on all the streets and highways in the city not marked by signs stating a specific speed limit shall be 30 miles per hour.

Sec. 71-7. - Narrow streets and alleys.

On a street or alley with an improved driving surface of 20 feet or less, when no special hazards exist that require lower speeds for compliance with section 71-6, the speed of any vehicle not in excess of ten miles per hour shall be lawful, but any speed in excess of ten miles per hour shall be prima facie evidence that the speed is not reasonable or prudent, and that it is unlawful."

SECTION 3. AMENDMENT TO CHAPTER 71, "TRAFFIC AND VEHICLES," THROUGH THE DELETION OF SECTIONS 71-201, 71-219, 71-248 AND 71-279 REGARDING THE POSTING AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND SIGNS WHICH DUTIES ARE NOW ADDRESSED THROUGH NEW SECTION 71-3, "SIGNS, MARKINGS AND OTHER TRAFFIC CONTROL DEVICES"

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by and through the deletion of Sections 71-201 entitled "School zone signage," 71-219 entitled "Authority to post traffic control devices," 71-248 entitled "Authority to post one-way traffic signs," and 71-279 entitled "Authority to post speed limit signs," are hereby deleted in their entirety and replaced with Section 71-3 entitled "Signs, markings and other traffic control devices; responsibility for traffic regulation."

SECTION 4. AMENDMENT TO CHAPTER 71, "TRAFFIC AND VEHICLES," THROUGH THE ADOPTION OF A NEW SECTION 71-279, ENTITLED "SYCAMORE STREET"

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by and through the adoption of a new Section 71-279 entitled "Sycamore Street," to read as follows:

“Sec. 71-279. – Sycamore Street.

The vehicle speed limit will be set at 30 miles per hour for traffic traveling eastbound and westbound on Sycamore Street between SH 78 and North Main Street.”

SECTION 5. REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 7. RESERVATION OF EXISTING RIGHTS AND REMEDIES

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his said duties.

SECTION 9. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 10. PENALTY

Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of five hundred dollars (\$ 500.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 11. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 13. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 14. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED on first reading on the ____ day of _____, 2018,
and second reading on the ____ day of _____, 2018 at

properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

BY: _____
Jack Randall Rice
Mayor

ATTEST:

Sandra Green
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Alan D. Lathrom
City Attorney

Agenda Section	Reading of Ordinances
Section Number	V.C
Subject	Consider, discuss and act upon the first and only reading of Ordinance #O-2018-0814-002 establishing a payment sinking fund for the funding of the Public Property Finance Act Contract No. 8321 for a police vehicle.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	1. Ordinance #O-2018-0814-002 2. Public Property Finance Act Contract No. 8321
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE, TEXAS

ORDINANCE NO. # O-2018-0814-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ESTABLISHING A PAYMENT SINKING FUND FOR THE FUNDING OF THE PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 8321, WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURCHASE OF ONE POLICE VEHICLE; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SUCH OBLIGATION; PLEDGING SUCH FOR THE PAYMENT OF SAID AMOUNT; CONTAINING OTHER INCIDENTAL AND RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas (hereinafter referred to as the "City"), desires to obtain financing from Government Capital Corporation ("GCC") for the acquisition of one police vehicle for the Police Department's use, subject to the provisions of state law and the City's Code of Ordinances; and

WHEREAS, the City Council has contemporaneously with the final approval of this Ordinance entered into Public Property Finance Act Contract No. 8321 ("Agreement") with GCC relative to the purchase of the police vehicle; and

WHEREAS, the term of that Agreement extends beyond the current (2017-2018) fiscal year, and terminates during the 2018-2019 fiscal year with the last payment being due and payable thereunder on or about September 30, 2019; and

WHEREAS, GCC and the City acknowledge that, pursuant to the provisions contained in Article XI, Sections 5 and 7 of the Texas Constitution, the City may not enter into unfunded debt, *i.e.*, debt beyond the current fiscal year, for any purpose without at the same time creating a payment sinking fund of at least two percent (2%) of the amount of such debt for the payment of said debt; and

WHEREAS, GCC and the City further acknowledge at the time long-term debt is created, the City must provide for the assessment and collection on an annual basis of a sufficient sum of money for payments accruing during any subsequent budget year.

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

SECTION 1: FINDINGS INCORPORATED

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

SECTION 2: PAYMENT SINKING FUND ESTABLISHED

From and after the effective date of this Ordinance, the City's Chief Financial Officer is hereby directed to create and maintain, through September 30, 2019, unless said Agreement is terminated pursuant to its terms before such date, a Payment Sinking Fund for the payment of the debt created by such Agreement. The Payment Sinking Fund shall consist of the interest on the debt created by the Agreement plus two percent (2%) of the Agreement amount due and owing to GCC, as required by the Texas Constitution and as reflected in Section 3 of the Agreement.

SECTION 3: ANNUAL ASSESSMENT AND COLLECTION

The proceeds placed into the Payment Sinking Fund, for the current fiscal year (2017-2018) and succeeding fiscal years shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the Employment Agreement during any budget year.

SECTION 4: CHIEF FINANCIAL OFFICER TO DOCUMENT

The City's Chief Financial Officer shall keep and maintain all records relating to the Payment Sinking Fund and all such other related documentation and accounts, and is hereby authorized and instructed to maintain all funds necessary in the Payment Sinking Fund to prevent the creation, at any time, of an unconstitutional debt in the terms, conditions, or administration of the Agreement.

SECTION 5: SEVERABILITY CLAUSE

Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 6: REPEALER CLAUSE

All ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 7: Effective Date

This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

PASSED on first and only reading on the ____ day of August, 2018, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF August, 2018.

APPROVED:

BY: _____
Jack Randall Rice
Mayor

ATTEST:

Sandra Green, City Secretary

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.8321** (hereafter referred to as the "Finance Contract") is dated as of **August 14, 2018**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Farmersville**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Defender that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL

Public Property Finance Act Contract for Cities & Counties

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2018 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) GCC shall comply with the requirements of Chapter 2270 of the Texas Government Code as it pertains to this Contract.

(j) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2018.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____

Print Name _____

Print Title _____

The Issuer: City of Farmersville

Ben White, City Manager
205 South Main
Farmersville, TX 75442

Witness Signature _____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.8321** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and ***the Issuer***, City of Farmersville

Dated as of August 14, 2018

QTY	DESCRIPTION
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Personal Property	Property Cost: \$45,114.59	Payback Period: Two (2) Annual Payments
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Police Vehicle

One (1)	2018 Chevrolet Tahoe VIN#1GNLCDEC1JR258577
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PROPERTY LOCATION:
134 North Washington Street
Farmersville, TX 75442

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT NO.8321 (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Farmersville

Schedule Dated as of August 24, 2018

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	9/30/2018	\$23,535.48	\$252.69	\$23,282.79	N/A
2	9/30/2019	\$23,535.48	\$1,203.68	\$22,331.80	\$0.00
Grand Totals		\$47,070.96	\$1,456.37	\$45,614.59	

Interest Rate: 5.39%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.8321** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and ***the Issuer***, City of Farmersville

Dated as of August 14, 2018

I, Sandra Green, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Farmersville, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.8321, between City of Farmersville (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Ben White

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2018.

By: _____
Sandra Green, City Secretary

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►		
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
<input type="checkbox"/> Other (see instructions) ►		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return ☐

1 Issuer's name City of Farmersville (Contract No 8321)		2 Issuer's employer identification number (EIN) 7 5 6 0 0 0 5 2 4	
3 Number and street (or P.O. box if mail is not delivered to street address) 205 South Main		Room/suite	
4 City, town, or post office, state, and ZIP code Farmersville, TX 75442		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ben White, City Manager		7 Telephone number of officer or legal representative 972-782-6151	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	\$45,614	59
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k	\$45,614	59
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: Government Capital Corporation			
13 Vendor's or bank's employer identification number: 7 5 2 4 6 2 1 6 0			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Ben White, City Manager
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon Resolution #R-2018-0814-001 regarding the execution of financing documents with Government Capital Corporation for the purchase of one police vehicle.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	Resolution #R-2018-0814-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # 2018-0814-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE,
TEXAS, REGARDING A FINANCE AGREEMENT FOR THE PURPOSE OF
FINANCING A POLICE VEHICLE**

WHEREAS, City of Farmersville (the "Issuer") desires to enter into that certain Finance Contract No. 8321, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a "Police Vehicle"; and

WHEREAS, the Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City desires to designate Benjamin L. White, City Manager, as an authorized signer of the Agreement.

**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 Issuer will enter into a Finance Contract with GCC for the purpose of financing a "Police Vehicle".
- Section 3. The Finance Contract dated as of August 14, 2018, by and between the City of Farmersville and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.
- Section 4. The Issuer appoints the City Manager or their designee, as the authorized signer of the Finance Contract Number 8321 dated as of August 14, 2018, by and between the City of Farmersville and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.
- Section 5. Should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 6. The City Manager is hereby authorized and designated by the City Council of the City of Farmersville, Texas to sign all contract documents necessary to the acquisition of financing for the purchase of one "Police Vehicle" as directed by this Resolution.

Section 7. This Resolution shall take effect upon approval by the City Council as the law in such cases provides, and it is accordingly so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Farmersville, Texas, on the ____ day of _____, 2018.

CITY OF FARMERSVILLE, TEXAS

Jack Randall Rice
Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon accepting the resignation of Bobby Bishop from the Planning & Zoning Commission, and appointing a replacement to fill the unexpired term of Bobby Bishop.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	1. Resignation Email 2. Applications for Boards
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Bobby J. Bishop
4228 Harrogate Dr
Norman, OK 73072

August 1, 2018

Sandra Green
City of Farmersville

Ms. Green,

Please accept this letter as my notice of resignation from the Planning and Zoning Commission of the City of Farmersville. My resignation will be effective immediately as my current living situation precludes my availability to attend the meetings. Let me know if you have any questions.

Sincerely,



Bobby J. Bishop



Application

Please return your application to City Hall

City of Farmersville
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS
Please type or print clearly in ink

Name: JIM FOY Home Phone: _____
Home Address: 211 COLLEGE ST Work Phone: _____
Cell Phone: 214-535-3191
Mailing Address: 211 COLLEGE ST Email Address: jim@foymc.com
Are you a Farmersville resident? Please circle (Yes) or No If Yes, how long? 45 yr
Are you a registered voter? Please circle (Yes) or No
Are you in the Farmersville Independent School District? Please circle (Yes) or No
Occupation: OWNER Employer: FOY INC
State details of previous experience on any City Boards or Commissions (in any City):
CITY COUNCIL - 14 yrs P&Z - 10 yrs
4B - 3 yrs

List memberships in any civic organizations

ROTARY CLUB, F.V. HERITAGE MUSEUM
CHAMBER OF COMMERCE

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

<u>3</u>	Building and Property Standards Commission
<u>2</u>	Farmersville Community Development Corporation Board (4B)
	Farmersville Economic Development Corporation Board (4A)
	Library / Civic Center Board
	Main Street Board
	Parks and Recreation Board
<u>1</u>	Planning and Zoning Commission
	Senior Citizens Advisory Committee
	Texoma Housing Partners Board

Signature: JH Foy Date: 5-23-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Tonya Mercer Home Phone: 972-832-5588
Home Address: 3500 N Hwy 78 F'ville 75442 Work Phone: 972-784-7800
Cell Phone: 972-832-5588
Mailing Address: 3500 N. Hwy 78 F'ville 75442 Email Address: tonyamercer@remax.net
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? _____
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Realtor Employer: Remax Country Northeast

State details of previous experience on any City Boards or Commissions (in any City):

I have not been on any City boards - but I have been the President + Treasurer of the Farmersville Chambers + the Farmersville Rotary Club. I've been the Board w/ C.D.P + C.A.F.P.

List memberships in any civic organizations:

Farmersville Chambers, Farmersville Rotary, C.D.P + C.A.F.P

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- Building and Property Standards Commission
- 3 Farmersville Community Development Corporation Board (4B)
- 2 Farmersville Economic Development Corporation Board (4A)
- City Amenities Board
- 1 Main Street Board
- 4 Planning and Zoning Commission



Signature: Tonya L Mercer Date: 5/24/18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: John KLOSTERMAN Home Phone: 972-782-8923
Home Address: 302 Maple St Work Phone: _____
Cell Phone: 469-222-6287
Mailing Address: 302 Maple Email Address: JKLG-City@gmail.com
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 2 1/2 yr
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Eng Tech Employer: Raytheon

State details of previous experience on any City Boards or Commissions (in any City):

City Council
Litson to P+Z

List memberships in any civic organizations:

CAFP

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- 5 Building and Property Standards Commission
- 4 Farmersville Community Development Corporation Board (4B)
- 3 Farmersville Economic Development Corporation Board (4A)
- City Amenities Board
- 2 Main Street Board
- 1 Planning and Zoning Commission



Signature: [Signature]

Date: 6-7-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

RECEIVED City of Farmersville
DATE 6-12-18
BY Paula Jackson

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Katherine Hershner Home Phone: 214 212 1639
Home Address: 304 Houston St Work Phone: _____
Cell Phone: 214 212 1639 Email Address: Katherine@katherinehershner.com
Mailing Address: 3
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? photography 1 yr
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: realtor & photographer Employer: SELF

State details of previous experience on any City Boards or Commissions (in any City):

last 2 yrs on 4B

List memberships in any civic organizations:

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- 4 ☒ Building and Property Standards Commission
☐ Farmersville Community Development Corporation Board (4B)
☐ Farmersville Economic Development Corporation Board (4A)
☐ City Amenities Board
3 ☐ Main Street Board
2 ☐ Planning and Zoning Commission

Signature: Katherine Hershner Date: 6/11/18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

RECEIVED City of Farmersville
DATE 6-12-18
BY Kimber Jackson

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOE HELMBERGER

Home Phone:

Home Address: 315 HOUSTON STREET

Work Phone: 469.301.2585

Cell Phone: 214.546.3707

Mailing Address: SAME

Email Address: joehelmbarger@gmail.com

Are you a Farmersville resident? Please circle: (Yes) or No If Yes, how long? Since 1991

Are you a registered voter? Please circle: (Yes) or No

Are you in the Farmersville Independent School District? Please circle: (Yes) or No

Occupation: CIVIL ENGINEER Employer: KIMLEY-HORN & ASSOCIATES

State details of previous experience on any City Boards or Commissions (in any City):

Mayor 2010-2016
4A - NUMEROUS TERMS

List memberships in any civic organizations:

Rotary - ATTENDANCE OF LEAVE
PRESIDENT FARMERSVILLE CHAMBER OF COMMERCE

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- 4 Building and Property Standards Commission
- 2 Farmersville Community Development Corporation Board (4B)
- 1 Farmersville Economic Development Corporation Board (4A)
- 5 City Amenities Board
- 6 Main Street Board
- 3 Planning and Zoning Commission

Signature: 

Date: 06.12.18

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOE STINEFIELD Home Phone: 972-523-0017
Home Address: 4329 LANTANA RD 577 Work Phone: _____
Cell Phone: 972-523-0017
Mailing Address: _____ Email Address: JOESTINEFIELD@GMAIL.COM
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 3 YEARS
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: RETIRED Employer: SOUTHWEST ELECTRONIC INC

State details of previous experience on any City Boards or Commissions (in any City):

NONE HAVE SERVED ON BUSINESS BOARDS

List memberships in any civic organizations:

INSTITUTE OF ELECTRONIC & ELECTRICAL ENGINEERS; BENEFIT CLUB OF DALLAS; BOATMEN'S YACHT CLUB; THE LIGHTHOUSE CHARITY TEAM

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- Available for
- ☒ Building and Property Standards Commission
 - ☒ Farmersville Community Development Corporation Board (4B)
 - ☒ Farmersville Economic Development Corporation Board (4A)
 - ☒ City Amenities Board
 - ☒ Main Street Board
 - ☒ Planning and Zoning Commission



Signature: [signature]

Date: 6-21-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Jim Henby Home Phone: _____
Home Address: 1005 Maple ST. Work Phone: _____
Cell Phone: 972-743-2022
Mailing Address: 1005 Maple ST. Email Address: jimhenby@yahoo.com
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 34 years
Are you a registered voter? Please circle Yes or No
Are you in the Farmersville Independent School District? Please circle Yes or No
Occupation: HR Compensation Analyst Employer: Pepsi CO

State details of previous experience on any City Boards or Commissions (in any City):

Farmersville I.S.D. School Board

List memberships in any civic organizations:

Post President Farmersville Athletic Association
Post Board member Farmersville Jr. Basketball and Youth Baseball

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- _____ City Amenities Board
- _____ Main Street Board
- 1 _____ Planning and Zoning Commission



Signature: Jim Henby Date: 7/5/2018

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Wyatt McGuire Home Phone: 972 816 8629
Home Address: 1240 Red Oak Cr Work Phone: 972 816 8629
Cell Phone: 972 816 8629
Mailing Address: 1240 Red Oak Cr Email Address: wmcguire@gmail.com
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 30 yrs
Are you a registered voter? Please circle Yes or No
Are you in the Farmersville Independent School District? Please circle Yes or No
Occupation: INSURANCE SALES Employer: HIGGINSBOTHAM

State details of previous experience on any City Boards or Commissions (in any City):

Pt 2 City of Farmersville

List memberships in any civic organizations:

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- ☐ Building and Property Standards Commission
- ☐ Farmersville Community Development Corporation Board (4B)
- ☐ Farmersville Economic Development Corporation Board (4A)
- ☐ City Amenities Board
- ☐ Main Street Board
- ☒ Planning and Zoning Commission



Signature: Wyatt McGuire

Date: 7-31-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOAN B. Politz Home Phone 214 504 8402
Home Address: 211 HILL STREET Work Phone 903 274 2414
Cell Phone 214 504 8402
Mailing Address: SAME Email Address: J-Politz@tnttco.com
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 21 YEARS
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: GARAGE DOOR INSTALLER Employer: GUARDIAN GARAGE DOORS, LLC
State details of previous experience on any City Boards or Commissions (in any City):

CITY COUNCIL 2014-2016
4 B - 2016 TO 2018
P02 2010-2012

List memberships in any civic organizations:

N/A

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

 Building and Property Standards Commission
 X Farmersville Community Development Corporation Board (4B)
 Farmersville Economic Development Corporation Board (4A)
 Library / Civic Center Board
 Main Street Board
 Parks and Recreation Board
 Planning and Zoning Commission
 Senior Citizens Advisory Committee



- Eligible for
2nd Term
- City

Signature [Signature] Date 8 May 2018

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Linda Foy Home Phone NA
Home Address: 211 Commerce St Work Phone NA
Cell Phone 214.435.0324
Mailing Address: _____ Email Address: _____
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 4 yrs (THIS TIME!)
Are you a registered voter? Please circle Yes or No
Are you in the Farmersville Independent School District? Please circle Yes or No
Occupation: RETIRED Employer: IBM
State details of previous experience on any City Boards or Commissions (in any City):
FISD BOARD

List memberships in any civic organizations:

VP - FARMERSVILLE HISTORICAL SOCIETY

ANDEY MURPHY DAY COMMITTEE

In Order of Preference from 1 through 8 ANCHOR TREE PROGRAM
If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- _____ Library / Civic Center Board
- 1 _____ Main Street Board
- _____ Parks and Recreation Board
- _____ Planning and Zoning Commission
- _____ Senior Citizens Advisory Committee
- _____ Texoma Housing Partners Board



Signature Linda Foy Date 5/5/18

Please return your application to City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Jennifer Files Home Phone 817-274-1444
Home Address: 1013 Tanglewood Ln Work Phone 972-782-8192
Cell Phone 817-865-2664
Mailing Address: P.O. Box 122 Email Address: jenniferfiles@comcast.net

Are you a Farmersville resident? Please circle Yes or No Yes If Yes, how long? _____

Are you a registered voter? Please circle Yes or No Yes

Are you in the Farmersville Independent School District? Please circle Yes or No Yes

Occupation: Co-owner of Main Street Antiques Employer: Main St. Antiques/Candy Kitchen

State details of previous experience on any City Boards or Commissions (in any City):

Helped start Farmers + Flea Market
incubator - served for 2 yrs - also
worked to get city to do grant for Candy

List memberships in any civic organizations

Serve on MT Committee through
Chamber of Commerce + Chamber member

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

- ☐ Building and Property Standards Commission
- ☐ Farmersville Community Development Corporation Board (4B)
- ☐ Farmersville Economic Development Corporation Board (4A)
- ☒ Library / Civic Center Board
- ☐ Main Street Board
- ☐ Parks and Recreation Board
- ☐ Planning and Zoning Commission
- ☐ Senior Citizens Advisory Committee
- ☐ Texoma Housing Partners Board

Signature Jennifer Files Date 5/16/18

Please return your application to City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.



RECEIVED City of Farmersville
DATE 6-12-18
BY Paula C. Galt

Application

Please return your application to City Hall

City of Farmersville
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS
Please type or print clearly in ink

Name: RON BROWN Home Phone: 214-585-9329
Home Address: 18971 P.R. 5102 Work Phone: _____
Cell Phone: 214-585-9329
Mailing Address: 18971 P.R. 5102 Email Address: RBTOPHAND@GMAIL.COM
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 37
Are you a registered voter? Please circle Yes or No Yes
Are you in the Farmersville Independent School District? Please circle Yes or No Yes
Occupation: RETIRED Employer: _____
State details of previous experience on any City Boards or Commissions (in any City):
NONE

List memberships in any civic organizations:

ADDIE MURPHY PLANNING, OPTIMIST CLUB,
VFW

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

- | | |
|----------|---|
| <u>1</u> | Building and Property Standards Commission |
| <u>2</u> | Farmersville Community Development Corporation Board (4B) |
| | Farmersville Economic Development Corporation Board (4A) |
| <u>4</u> | Library / Civic Center Board |
| | Main Street Board |
| | Parks and Recreation Board |
| <u>3</u> | Planning and Zoning Commission |
| | Senior Citizens Advisory Committee |
| | Texoma Housing Partners Board |

Signature Ron Brown Date 6-11-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

RECEIVED City of Farmersville
DATE 6-12-18
BY Paula Jackson

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Chris Calverley Home Phone _____
Home Address: 412 Sherry Ln Work Phone _____
Cell Phone 214-592-7962
Mailing Address: Same Email Address: chris_y23@hotmail.com

Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 9 years

Are you a registered voter? Please circle Yes or No

Are you in the Farmersville Independent School District? Please circle Yes or No

Occupation: Landscaping Employer: Oak Groves Landscape

State details of previous experience on any City Boards or Commissions (in any City):

Served on Building + Property since 2015

List memberships in any civic organizations:

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

- 1 Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- _____ Library / Civic Center Board
- _____ Main Street Board
- _____ Parks and Recreation Board
- _____ Planning and Zoning Commission
- _____ Senior Citizens Advisory Committee

Signature Chris Date 6-11-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

RECEIVED City of Farmersville
DATE 6-12-18
BY Paula Jackson

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Kathy Wingo Home Phone: _____
Home Address: 2421 Andrew Dr 75442 Work Phone: _____
Cell Phone: 972 768 4902
Mailing Address: same Email Address: kathywingofamily.com
Are you a Farmersville resident? Please circle: Yes or ☒ No If Yes, how long? _____
Are you a registered voter? Please circle: ☒ Yes or No
Are you in the Farmersville Independent School District? Please circle: ☒ Yes or No
Occupation: Retired Employer: _____

State details of previous experience on any City Boards or Commissions (in any City):

Worked as City Secretary 10+ years prior to
retirement.

List memberships in any civic organizations:

Farmersville Built Guild, Chamber of
Commerce

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- ☒ Building and Property Standards Commission
- ☒ Farmersville Community Development Corporation Board (4B)
- ☒ Farmersville Economic Development Corporation Board (4A)
- ☐ City Amenities Board
- ☐ Main Street Board
- ☐ Planning and Zoning Commission

Signature: Kathy Wingo

Date: 6/11/2018

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Theresa Diane Jackson Home Phone: 214-554-3833
Home Address: 206 McKinney Street Work Phone: _____
Cell Phone: 214-554-3833
Mailing Address: 206 McKinney Street Email Address: thedjackson@hotmail.com
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 6 yrs.
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Sales / Estates Employer: Wag Jack & Wag Jack Too

State details of previous experience on any City Boards or Commissions (in any City):

Building & Property Standards
Retired Teacher - (35 yrs.)
School System Boards - Curriculum Development
State Competitions for Debate & Art

List memberships in any civic organizations:

Chamber Memberships, PTA, PTE,
Historical Society

In Order of Preference from 1 through 6

If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- 1 ✓ Farmersville Community Development Corporation Board (4B)
- 2 ✓ Farmersville Economic Development Corporation Board (4A)
- _____ City Amenities Board
- _____ Main Street Board
- _____ Planning and Zoning Commission



Signature: Theresa Diane Jackson

Date: 6-21-18

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act regarding the proposed widening of U.S. Highway 380, the general locations of possible alignment(s) of a U.S. Highway 380 by-pass and methods of working with entities responsible for such U.S. Highway 380 planning.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Update and timeline regarding Comprehensive Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	1. Timeline of Events 2. Employment Center Area Map
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Comprehensive Plan Timeline

Board/Committee review complete: May 2018

Land Use Map and Thoroughfare Map redevelopment: October 2018

Interim rewrite: November 2018

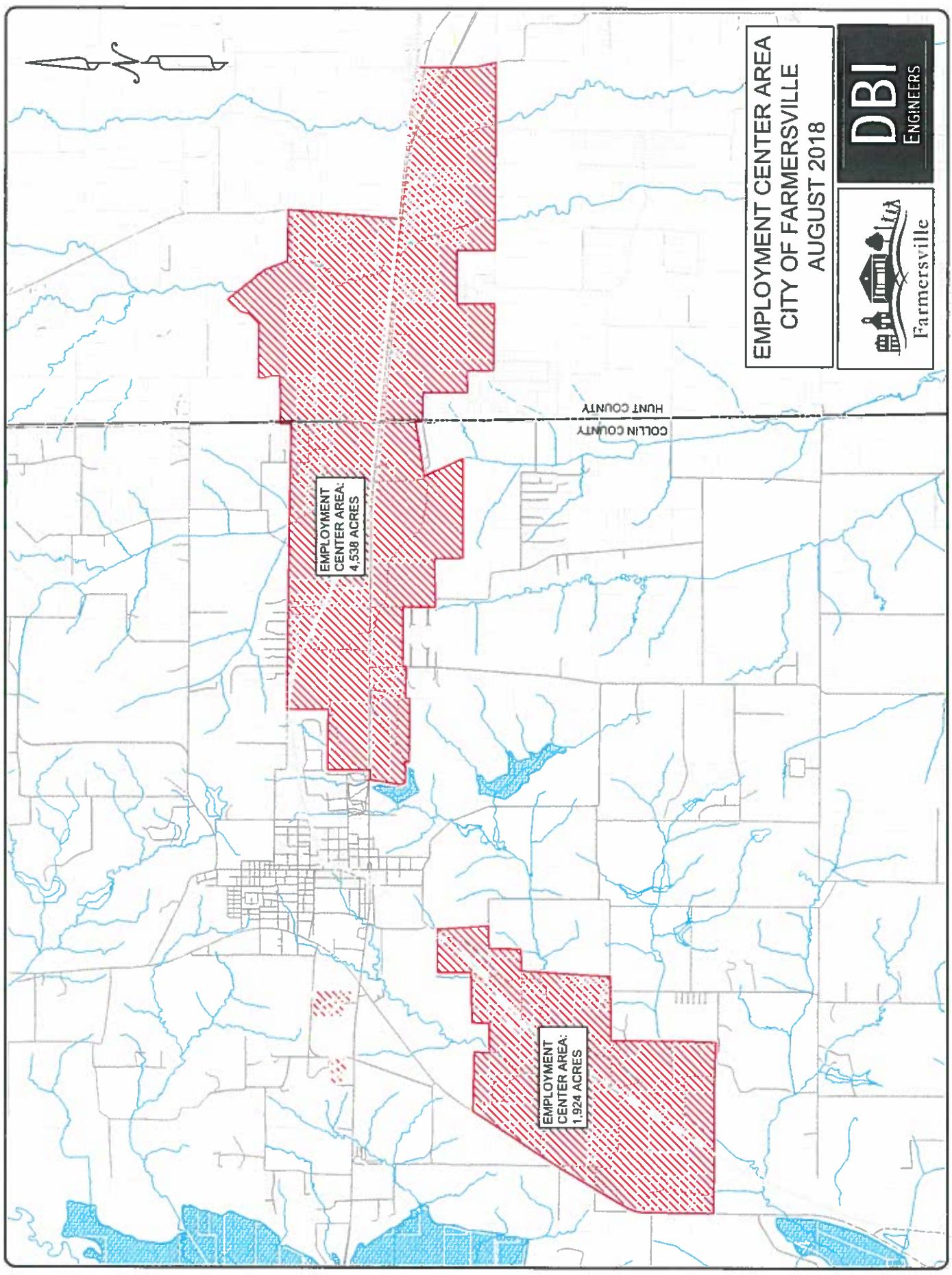
Planning and Zoning review and Public Workshop: January 2019

City Council review: February 2019

Public hearing and Council approval: March 2019



EMPLOYMENT CENTER AREA
CITY OF FARMERSVILLE
AUGUST 2018



Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Discussion regarding batch plants and other businesses possibly developing east of Farmersville in the City's Extra Territorial Jurisdiction (ETJ).
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Set public hearings for tax rate.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and receive direction from City Council regarding the possibility of amending the Comprehensive Zoning Ordinance to include Banquet/Meeting Hall as an allowed use in the CA – Central Area District.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Copy of Zoning Ordinance Page Showing Definition of Banquet/Meeting Hall 2. Copy of Zoning Ordinance Page Showing Use Chart for Banquet/Meeting Hall
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Automobile sales/leasing, new means sales, rental, and/or leasing of new automobiles or light load vehicles, and may include, as accessory uses: automobile sales, used; automobile repair, major; and automobile storage.

Automobile sales, used means sales of used automobiles or light load vehicles.

Bakery and confectioners works (retail) means a place for preparing, cooking, baking, and selling of products on the premises.

Bakery and confectioners works (wholesale) means a place for preparing, cooking, baking, and selling of products intended for off-premises distribution.

Banks, savings and loan, or credit union means an establishment for the custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds.

Banquet/meeting hall means an establishment that is leased on a temporary basis before the day of the event by individuals or groups who reserve the facility to accommodate functions, including, but not limited to, banquets, weddings, anniversaries, receptions, business and organizational meetings, and other similar functions, to which the general public is not admitted. Such establishments may include kitchen facilities for the preparation of food or catering of food and areas for dancing, dining, and other entertainment activities that customarily occur in association with banquets, weddings, or receptions.

Basement means a building story which is partly underground, but having at least one-half of its height below the average level of the adjoining ground. A basement shall be counted as a story in computing building height.

Barber shop/beauty salon and personal service shops means establishments primarily engaged in providing services generally involved in the care of the person or his apparel including, but not limited to, barber and beauty shops, tanning salons, ear piercing shops, cosmetic tattooing shops, and reducing salons.

Bed and breakfast inn means an owner (or operator) occupied residence with up to five bedrooms available for overnight guests. A bed and breakfast inn may provide for guest stays up to 14 consecutive days, however, it shall not offer weekly rental rates. Kitchen and dining facilities may be included to provide meals for guests only; however, no food preparation shall be permitted in guest bedrooms. A bed and breakfast inn shall not include restaurants, banquet facilities, or similar services.

Big box retail development means any retail building for a single, primary tenant that exceeds 70,000 square feet in size. A big box retail development may contain multiple secondary tenants with interior access to the primary tenant space. A big box retail development may be freestanding or may be an in-line tenant in a larger center. The square footage of a big box retail development shall include all primary and ancillary uses with interior access to the primary tenant space including inventory storage, automotive repair, and open storage areas.

Block means an area enclosed by streets and occupied by or intended for buildings and is used as a term of measurement. The term "block" also means the distance along a side of a street between the nearest two streets which intersect the street on the side.

3.6.8 EDUCATIONAL, INSTITUTIONAL, AND PUBLIC USES

Zoning District Legend	Residential Districts								Non-Residential and Mixed-Use Districts					Use-Specific Regulations									
	A – Agricultural District	ED – Estate Development	SF-1 – Single Family Dwelling-1 District	SF-2 – Single Family Dwelling-2 District	SF-3 – Single Family Dwelling-3 District	ZF – Two Family Residence (Duplex) District	MF-1 – Multifamily Residence-1	MF-2 – Multifamily Residence-2	NS – Neighborhood Service District	GR – General Retail District	C – Commercial District	LI – Light Industrial District	HI – Heavy Industrial District		CA – Central Area District								
<table><tr><td>P</td><td>Permitted Use</td></tr><tr><td>S</td><td>Special Use Permit</td></tr><tr><td></td><td>Prohibited Use</td></tr><tr><td>*</td><td>Special Conditions Apply (see Section 3.9, Use-Specific Regulations)</td></tr></table>	P	Permitted Use	S	Special Use Permit		Prohibited Use	*	Special Conditions Apply (see Section 3.9, Use-Specific Regulations)															
P	Permitted Use																						
S	Special Use Permit																						
	Prohibited Use																						
*	Special Conditions Apply (see Section 3.9, Use-Specific Regulations)																						
Type of Use																							
Adult day care center	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P								
Art gallery or museum									P	P	P	P	P	P	P								
Banquet/meeting hall											S*												
Cemetery or mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S								
Church, rectory, or other place of worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								
College, university or private school	S								P	P	P	P		P									
Day care center	S	S	S	S	S	S	S	S	P	P	S	S	S	S									
Fire station and public safety building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								
Fraternal organization, lodge, or civic club	S								P	P	P	P		P	P								
Hospital										S	P	P		S									
Nursing/convalescent home	S							S	S	S	S	S		S									
Post office, government and private									P	P	P	P	P	P									
Public building, shop or yard of local, state or federal government	S	S	S	S	S	S	S	S	S	S	P	P	P	S									
Rehabilitation care facility	S	S	S	S	S	S	S	S															
Rehabilitation care institution	S										P	P											
School, private or parochial (primary or secondary)	P	P	P	P	P	P	P	P	P	P	P	P		P									
School, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P									
School, trade or commercial	S									P	P	P	P	P									

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and receive direction from City Council regarding the possibility of amending the Comprehensive Zoning Ordinance to correct the use chart information related to Utility Distribution/transmission lines.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 14, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Copy of Zoning Ordinance Page Showing Definition of Utility Distribution/transmission lines 2. Copy of Zoning Ordinance Page Showing Use Chart for Utility Distribution/transmission lines
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Truck parking lot means an area for parking vehicles weighing more than 6,500 pounds.

Truck sales (heavy truck) means the display, sale, or rental of new or used heavy load vehicles in operable condition.

Truck terminal means an area and building where cargo is stored and where trucks, including tractors and trailer units, load and unload cargo on a regular basis, and may include facilities for the temporary storage of loads prior to shipment.

Two-family dwelling (duplex) means a single structure designed and constructed with two living units under a single roof for occupancy by two households living independently of each other.

Utility distribution/transmission lines means facilities which serve to distribute and transmit electrical power, gas and water, including but not limited to electrical transmission lines, gas transmission lines and metering stations.

Variance means an adjustment in the application of the specific regulations of this chapter to a particular parcel of property which, because of special conditions or circumstance peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district.

Vehicle recovery means the recovery of any vehicle to another place, generally speaking with a tow truck.

Vehicle storage means a holding facility for the storage of operable or inoperable vehicles awaiting adjustment or settlement of insurance claims, repossessed motor vehicles, or motor vehicles that have been impounded for other various reasons. Dismantling of vehicles is not permitted.

Veterinarian Clinic and/or Kennel, Indoor means an establishment, not including outside pens/kennels, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Veterinarian Clinic and/or Kennel, Outdoor an establishment with outdoor pens/kennels, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Warehouse/distribution center means a building or area for storage, wholesale, and/or distribution of manufactured products, supplies, and equipment. This definition excludes the bulk storage of materials that are flammable or explosive or that create hazardous or commonly recognized offensive conditions.

Wholesale office storage or sales facility means a wholesale, storage, and distribution use, not generally open to the public, in which merchandise is displayed and sold at wholesale to business representatives for resale, rather than to the general public for direct consumption, including the storage of goods for sale, and not including "Truck Terminal". An establishment should have a minimum 75 percent of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale areas, sales offices, and display areas for

3.6.12 TRANSPORTATION, UTILITY, AND COMMUNICATIONS USES

Zoning District Legend		Residential Districts								Non-Residential and Mixed-Use Districts						Use-Specific Regulations
		A – Agricultural District	ED – Estate Development	SF-1 – Single Family Dwelling-1 District	SF-2 – Single Family Dwelling-2 District	SF-3 – Single Family Dwelling-3 District	2F – Two Family Residence (Duplex) District	MF-1 – Multifamily Residence-1	MF-2 – Multifamily Residence-2	NS – Neighborhood Service District	GR – General Retail District	C – Commercial District	LI – Light Industrial District	HI – Heavy Industrial District	CA – Central Area District	
P	Permitted Use															
S	Special Use Permit															
	Prohibited Use															
*	Special Conditions Apply (see Section 3.9, Use-Specific Regulations)															
Type of Use																
Airport landing field		S										S		P	P	
Antenna and/or antenna support structure, commercial		*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Antenna and/or antenna support structure, non-commercial		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	S*
Parking lot/garage (commercial)										S	P	P	P	P	P	
Private utility, other than listed		S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Railroad or bus passenger station											P	P	P	P	P	
Railroad team track, freight depot or docks													P	P	S	
Shops, offices, and storage area for public or private utility											P	P	P	P	P	
Telephone line and exchange		P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Transportation and utility structures/facilities		P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Truck terminal													P	P		
Utility distribution/transmission lines		P	S	S	S	S	S	S	S	P	P	P	P	P	P	

VII. BUDGET WORKSHOP

VIII. Requests to be Placed on Future Agendas

IX. Adjournment