

V. Public Hearing

Agenda Section	Public Hearing
Section Number	V.A
Subject	Public hearing to consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D).
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Public Notice 3. Replat 4. Engineer's Letter
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 COUNCIL AGENDA ITEM

SUBJECT: Rolling Hills Addition, Phase 1

MEETING DATE: October 23, 2018

DEPARTMENT: Planning

CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- Public hearing to consider, discuss and act upon a recommendation to City Council regarding a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D).

ITEM SUMMARY:

- The Planning & Zoning Commission was scheduled for Monday, October 15, 2018 to make a recommendation to the City Council regarding the replat. The Planning & Zoning Commission wanted issues that arose from citizens to be looked into before they approved the plat. The concerns were the roadway to be extended to the property. The question led to discussions of whether the entire roadway would need to be completed with curbs and gutters in order for the plat to be filed. After the meeting and discussions with the City Attorney, he referenced the Local Government Code, Section 212.904. The Commission continued the hearing until Monday, October 22, 2018.
- See code below:

Sec. 212.904. APPORTIONMENT OF MUNICIPAL INFRASTRUCTURE COSTS. (a) If a municipality requires as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer's portion of the costs may not exceed the amount required for infrastructure

improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license issued under Chapter 1001, Occupations Code, and is retained by the municipality.

(b) A developer who disputes the determination made under Subsection (a) may appeal to the governing body of the municipality. At the appeal, the developer may present evidence and testimony under procedures adopted by the governing body. After hearing any testimony and reviewing the evidence, the governing body shall make the applicable determination within 30 days following the final submission of any testimony or evidence by the developer.

(c) A developer may appeal the determination of the governing body to a county or district court of the county in which the development project is located within 30 days of the final determination by the governing body.

(d) A municipality may not require a developer to waive the right of appeal authorized by this section as a condition of approval for a development project.

(e) A developer who prevails in an appeal under this section is entitled to applicable costs and to reasonable attorney's fees, including expert witness fees.

(f) This section does not diminish the authority or modify the procedures specified by Chapter 395.

Added by Acts 2005, 79th Leg., Ch. 982 (H.B. 1835), Sec. 1, eff. June 18, 2005.

**CITY OF
FARMERSVILLE**

**NOTICE OF
PUBLIC
HEARING**

The Farmersville Planning & Zoning Commission will hold a Public Hearing on Monday, October 15, 2018, at 6:30 p.m. in the Council Chambers at Farmersville's City Hall, 205 S. Main Street, Farmersville, TX 75442 to consider, discuss and act upon a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly

identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D), to this hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing on in person at the hearing.

The Farmersville City Council will hold a Public Hearing on Tuesday, October 23, 2018, at 6:00 p.m. in the Council Chambers at Farmersville's City Hall, 205 S. Main Street, Farmersville, TX 75442 to consider, discuss and act upon a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly

tion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D).

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.



09 September 2018

Mr. Ben White, P.E.
City Manager and Public Works Director
City of Farmersville
205 S Main St.
Farmersville, Texas 75442

RE: Rolling Hills Addition Phase I
Re-Plat

Mr. White:

The above referenced re-plat has been reviewed according to the ordinances of the City of Farmersville. Comments sent to the surveyor have been addressed.

It is recommended that the re-plat be approved. Please contact me if you should have any questions or need additional information.

Sincerely,


James M. Shankles Jr. P.E.



Agenda Section	Public Hearing
Section Number	V.B
Subject	Public hearing to consider, discuss and act upon Ordinance #2018-1023-001 regarding the renewal of a curfew for children 17 years of age and under in the City.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Ordinance #O-2018-1023-001
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 NO. 2018-1023-001**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING SECTION 7.108 "JUVENILE CURFEW" OF THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, BY REPEALING SAID SECTION IN ITS ENTIRETY AND ADOPTING A NEW SECTION 7.108 ENTITLED "CURFEW HOURS FOR MINORS," TO PROHIBIT MINORS UNDER SEVENTEEN (17) YEARS OF AGE FROM BEING IN A PUBLIC PLACE BETWEEN THE HOURS OF 12:00 A.M. AND 6:00 A.M.; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 370.002 of the Texas Local Government Code requires the review of a juvenile curfew ordinance every three years or the ordinance expires; and

WHEREAS, the former curfew ordinance contained in Section 7.108 of the City Code has expired; and

WHEREAS, the City Council of the City of Farmersville has deliberated the issues regarding the activity and safety of minors under the age of seventeen in the City of Farmersville between the hours of 12:00 A.M. and 6:00 A.M.; and

WHEREAS, the Chief of Police has briefed the City Council regarding the effect a curfew might have on the community and on problems this Ordinance is intended to remedy; and

WHEREAS, persons under the age of seventeen (17) years are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang-related activities and to be victims of older perpetrators of crime; and

WHEREAS, the City of Farmersville has an obligation to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, the City Council believes it will provide for the public safety for the City of Farmersville, its citizens and minors under the age of seventeen (17) to provide for a daily curfew for minors between the hours of 12:00 A.M. and 6:00 A.M.; and

WHEREAS, the City Council finds that is in the best interest of the public health, safety and general welfare of the City to enact the Juvenile Curfew Ordinance, and that adopting such a curfew will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the City of Farmersville;

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. REPEAL AND REPLACEMENT OF SECTION 7.108

Section 7.108 "Juvenile Curfew," including Subsections 7.108.1 through 7.108.6 inclusive, of the Code of Ordinances, City of Farmersville, Texas is hereby repealed in its entirety and a new Section 7.108 entitled "Curfew Hours for Minors" is hereby adopted to hereinafter read as follows:

"Sec. 7.108 CURFEW HOURS FOR MINORS

Sec. 7.108.1. Definitions

All definitions contained within this Section 7.108 are for the purpose of this section only and shall have no impact on any other rule, law or ordinance unless referenced directly within said rule, law or ordinance. In this section:

- a) "ADULT" shall mean any person seventeen years of age or older, or who is not defined in "JUVENILE" in this Ordinance.
- b) "BUSINESS OPERATOR" shall mean any employee, individual, firm, associate, partnership or corporation engaged in or responsible for operating, conducting business or managing any business or establishment.
- c) "CURFEW" or "CURFEW HOURS" shall mean those hours between 12:00 A.M. and 6:00 A.M. inclusive, every day of the week.
- d) "EMERGENCY" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- e) "ESTABLISHMENT" shall mean any privately owned place of business operated for profit to which the public is invited, including, but not limited to any place of amusement or entertainment.
- f) "GUARDIAN" shall mean:
 - 1) a person who, under court order, is the guardian of a minor; or

- 2) a public or private agency with whom a minor has been placed by a court.
- g) "MINOR" shall mean any person under seventeen (17) years of age.
- h) "PARENT" shall mean a person who is:
 - 1) a natural parent, adoptive parent, or step-parent of another person; or
 - 2) at least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.
- i) "PUBLIC PLACE" shall mean any place to which the public or a substantial group of the public has access and includes, but is not limited to, parks, alleys, streets, roads, highways, lakes and the common areas of schools, hospitals, apartment houses or complexes, office buildings, transport facilities, restaurants, theaters, game rooms, stores, businesses, shops, shopping centers or any other place that offers for sale services or merchandise.
- j) "REMAIN" means to:
 - 1) Linger or stay; or
 - 2) Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

Sec. 7.108.2. Offenses

- a) Violation by Minor. It shall be unlawful for any minor to knowingly remain, walk, run, stand, drive or ride in or about any public place or establishment within the City of Farmersville during curfew hours.
- b) Violation by Parent or Guardian. It shall be unlawful for any parent or guardian to knowingly permit, or by insufficient control allow, a minor to remain, walk, run, stand, drive or ride in or about any public place or establishment within the City of Farmersville during curfew hours.
- c) Violation by Business Operator of Establishment. It shall be unlawful for any business operator of an establishment to knowingly allow any minor to remain upon the premises of the establishment during curfew hours.

Sec. 7.108.3. Affirmative Defenses

- a) It is an affirmative defense to prosecution under Section 7.108.2 of this Ordinance that the minor was:
 - 1) accompanied by his/her parent or legal guardian.
 - 2) accompanied by an adult approved by the minor's parent or legal guardian.
 - 3) attending or going to or returning home from, without any stop or detour and using the most direct route, any official school, religious or other activity supervised by adults and sanctioned by a governmental entity, civic organization or church entity that takes responsibility for the minor.
 - 4) out as a result of an emergency.
 - 5) engaged in lawful employment activity or going to or returning home from such employment activity, without stop or detour and using the most direct route.
 - 6) married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
 - 7) in a motor vehicle involved in intrastate or interstate travel or transportation through which passage through the curfew area is the most direct route.
- b) It is an affirmative defense to prosecution under Section 7.108.2 of this Ordinance that:
 - 1) The business operator notified the police department that the minor was present during curfew hours and refused to leave.
 - 2) The business operator was unaware of the presence of the minor and assisted the police in identifying the minor.
 - 3) The minor is an employee of the establishment, is actually engaged in duties related to that employment and is receiving payment for the activity.

Sec. 7.108.4. Enforcement

Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred

and that, based on any response and other circumstances, no defense in Section 7.108.3 is present.

Sec. 7.108.5. Penalties; Custody; Jurisdiction

- a) Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Farmersville, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.
- b) Each minor upon the premises of any establishment constitutes a separate violation under Section 7.108.2(c) of this Ordinance and shall result in a separate fine.
- c) Any child taken into custody for a violation of this Ordinance shall be held in accordance with Article 45.059, Texas Code of Criminal Procedure.
- d) When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates Section 7.108.2(a) of this Ordinance and shall refer the minor to juvenile court."

SECTION 3. REPEALER

All provisions of the Code of Ordinances, City of Farmersville, Texas in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances, City of Farmersville, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. SEVERABILITY

It is hereby declared by the City Council of the City of Farmersville that if any of the sections, paragraphs, sentences, clauses or phrases of this Ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as required by Texas law, and it is so ordained.

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

Agenda Section	Public Hearing
Section Number	V.C
Subject	Public hearing to consider, discuss and act upon Ordinance #O-2018-1023-002 regarding a text amendment to the Comprehensive Zoning Ordinance that will amend: Section 77-41, "Establishment of Zoning Districts," and Section 77-53, "Non-Residential and Mixed-Use Zoning District Regulations," to establish a new "HII - High Impact Industrial" zoning classification; Section 77-46, "Schedule of Permitted Uses," regarding uses to be allowed in the new "HII - High Impact Industrial" zoning classification as well as certain uses currently allowed in the "HI - Heavy Industrial" zoning classification; and, Section 77-54(a), "Highway Commercial Overlay District," as it may apply to uses allowed in the new "HII - High Impact Industrial" zoning classification that may be situated in the Highway Commercial Overlay District area.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Ordinance #O-2018-1023-002
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 #2018-1023-002**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-41, "ESTABLISHMENT OF ZONING DISTRICTS," AND SECTION 77-53, "NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS," TO ESTABLISH A NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION INCLUDING THE IDENTIFICATION OF THE PURPOSE AND CERTAIN PERMITTED USES, PROHIBITED USES AND DEVELOPMENT STANDARDS; AMENDING SECTION 77-46, "SCHEDULE OF PERMITTED USES," TO IDENTIFY USES ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION; AND, AMENDING SECTION 77-54(A), "HIGHWAY COMMERCIAL OVERLAY DISTRICT," AS IT APPLIES TO USES ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("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, Chapter 211 of the Texas Local Government Code, as amended, authorizes a municipality to adopt and update zoning ordinances for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, the City has previously adopted a Zoning Ordinance under the authority of Chapter 211 of the Texas Local Government Code, which Zoning Ordinance is codified as Chapter 77 of the Farmersville Code; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), desires to amend Chapter 77 of the Farmersville Code to establish a new HII – High Impact Industrial zoning district to provide areas for manufacturing firms engaged in high impact industrial activity that are generally incompatible with residential, commercial and lower impact industrial uses and sensitive natural areas due to their high generation of traffic, noise levels, emissions, lighting and odors; and

WHEREAS, the City Council of the City of Farmersville, Texas, does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals, and general welfare of the City of Farmersville.

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

SECTION 1. INCORPORATION OF FINDINGS

The findings set forth above are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-41, "ESTABLISHMENT OF ZONING DISTRICTS," AND SECTION 77-53, "NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS," TO ESTABLISH A NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION INCLUDING THE IDENTIFICATION OF CERTAIN PERMITTED USES, PROHIBITED USES AND DEVELOPMENT STANDARDS

A. Amendment of Section 77-41, "Establishment of Zoning Districts," by adding "HII – High Impact Industrial District" as a new zoning district

From and after the effective date of this Ordinance, Chapter 77 of the Farmersville Code is amended through the amendment of Section 77-41, "Establishment of Zoning Districts," by adding a new zoning district to be known as the HII – High Impact Industrial District such that the chart of zoning districts hereafter reads as follows:

Abbreviated Designation	Zoning District Name
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
CA	Central Area District
LI	Light Industrial District
HI	Heavy Industrial District
HII	High Impact Industrial District

B. Amendment of Section 77-53, “Non-Residential and Mixed-Use Zoning District Regulations,” by adding a new Subparagraph (g) entitled “HII - High Impact Industrial” that identifies the purpose and certain permitted uses, prohibited uses and development standards

From and after the effective date of this Ordinance, Section 77-53, “Non-Residential and Mixed-Use Zoning District Regulations,” is hereby amended to establish a new subparagraph (g) “HII - High Impact Industrial” zoning classification to read as follows:

“(g) HII — High Impact Industrial District.

- (1) *Purpose.* The HII district is primarily intended to provide areas for manufacturing firms engaged in high impact industrial activity that is generally incompatible with residential, commercial and lower impact industrial uses and sensitive natural areas due to, among other things, traffic, noise levels, emissions, lighting and odors while allowing office and limited commercial uses which are harmonious with such high impact industrial uses.
- (2) *Permitted uses.* See Section 77-46, Schedule of permitted uses for a complete listing.
- (3) *Area, yard and bulk requirements.*

Description		Requirements
Minimum Lot Area		15,000 sq. ft.
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		30 feet
Minimum Side Yard	<i>Interior Lot</i>	None
	<i>Corner Lot</i>	20 feet
Minimum Rear Yard		20'
Maximum Lot Coverage		None
Maximum Height		None, generally; Except 40 feet height limitation if any part is located within 40 feet of a residential property line

- (4) *Applicable Development Standards.* All uses in the HII — High Impact Industrial District shall meet or

exceed all of the minimum requirements established in article IV., "Development Standards," of this Zoning Ordinance for the HI -- Heavy Industrial District including without limitation, except as otherwise specifically provided herein to the contrary, the requirements set forth in Sections 77-61 through 77-80. Notwithstanding the foregoing, Section 71-71(h) shall not generally apply to uses in the HII — High Impact Industrial District. However, any areas that are not used for buildings, facilities, structures, parking and roadways shall be devoted to living landscape, which shall at a minimum include grass, ground cover, plants, shrubs, or trees.

- (5) *Prohibited Uses.* Uses that are not expressly enumerated herein as permitted uses are prohibited. Those uses that are prohibited shall include, but are not limited to, the following:
- (a) Refining of petroleum or its products, including tar distillation;
 - (b) Distillation of bones; fat rendering; glue, soap, or fertilizer manufacture;
 - (c) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse;
 - (d) Stockyard or slaughtering of animals;
 - (e) Smelting of iron, copper, tin, zinc, or any other ore;
 - (f) Manufacture of explosives or fireworks;
 - (g) Coal distillation or coke ovens;
 - (h) Creosote treatment;
 - (i) Steel mills or furnaces;
 - (j) Coal- or coke-fired kilns;
 - (k) Used tire storage;

(l) Extraction of raw materials; and

(m) Concert halls.

SECTION 3. AMENDING SECTION 77-46, "SCHEDULE OF PERMITTED USES," REGARDING USES TO BE ALLOWED IN THE NEW "HII - HIGH IMPACT INDUSTRIAL" ZONING CLASSIFICATION

A. Amendment of Section 77-46, "Schedule of Permitted Uses," to Identify Uses to be Allowed in the New "HII - High Impact Industrial" Zoning District

1. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (c) entitled "Residential Uses" to read as follows:

(c) <i>Residential uses.</i>		
Type of Use	HII - High Impact Industrial District	Use Specific Regulations
Bed and breakfast inn		
Boarding house or rooming house		
Garage apartment		
Bed and breakfast inn		
Boarding house or rooming house		
Garage apartment		
Guest house		
Hotel		
HUD-Code manufactured home		
Industrialized housing (or modular home)		
Mobile Home		
Motel		
Multiple-family dwelling		
One-family dwelling (attached)		
One-family dwelling (detached)		
Residence hotel		
Two-family dwelling (duplex)		
Zero lot line dwelling		

2. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and

"CA-Central Area District" in Paragraph (d) entitled "Accessory and Incidental Uses" to read as follows:

<i>(d) Accessory and incidental uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Accessory building	P	
Farm accessory building	P	
Fuel pumps (accessory use)	P	
Home occupation		
Open storage and outside display	P	
Parking lot/garage (accessory)	P	
Stable (private)		
Swimming pool (private)		
Temporary field office	P	
Tennis courts		

3. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (e) entitled "Agricultural Uses" to read as follows:

<i>(e) Agricultural uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Farm, ranch, garden, or orchard		
Feed store	P	
Nursery, major		
Nursery, minor		
Stable (commercial)		
Veterinarian clinic and/or kennel, indoor		
Veterinarian clinic and/or kennel, outdoor		

4. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and

"CA-Central Area District" in Paragraph (f) entitled "Automobile and Related Uses" to read as follows:

<i>(f) Automobile and related uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Auto parts and accessory sales (indoor)	P	
Auto parts and accessory sales (outdoor)	P	
Automobile repair, major	P	
Automobile repair, minor	P	
Automobile sales, used	P	
Automobile sales/leasing, new	P	
Car wash, full service	P	
Car wash, self-service	P	
Convenience store with gas pumps	P	
Convenience store without gas pumps	P	
Motor vehicle towing, motor vehicle recovery, and motor vehicle storage	P	
Motorcycle sales/service	P	
Recreational vehicle sales and service, new/used	P	
Salvage yard	P	
Trailer sales/rental	P	
Truck sales (heavy truck)	P	

5. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (g) entitled "Commercial and Professional Uses" to read as follows:

<i>(g) Commercial and professional uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Building maintenance service and sales	P	
Clinic, medical or dental	P	

Contractor's shop and storage yard	P	
Dry cleaning plant	P	
Equipment and machinery sales and rental, major	P	
Manufactured home display and sales	S	
Medical or scientific research lab	P	
Office showroom/warehouse	P	
Office, professional, general administrative		
Open storage and outside display	P	
Print shop, major	P	
Propane storage and distribution	P	

6. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (h) entitled "Educational, Institutional, and Public Uses" to read as follows:

(h) <i>Educational, institutional, and public uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Adult day care center		
Art gallery or museum		
Banquet/meeting hall		
Cemetery or mausoleum		
Church, rectory, or other place of worship		
College, university or private school		
Day care center		
Fire station and public safety building	P	
Fraternal organization, lodge, or civic club		
Hospital		
Nursing/convalescent home		
Post office, government and private	P	
Public building, shop or yard of local, state or federal government	P	
Rehabilitation care facility		
Rehabilitation care institution		

School, private or parochial (primary or secondary)		
School, public		
School, trade or commercial	P	

7. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (i) entitled "Entertainment and Recreational Uses" to read as follows:

(i) <i>Entertainment and Recreational Uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Amenity center (private)		
Amusement, commercial (indoors)	P	
Amusement, commercial (outdoors)	S	
Community center (public)		
Dancehall or nightclub	S	
Day camp		
Fairgrounds/exhibition area	S	
Game room	S	3.9.8
Golf course and/or country club		
Gun or archery range (indoor)	P	
Park or playground (public)		
Play field or stadium (public)	P	
Recreational vehicle (RV) parks and campgrounds	P	
Swim and tennis club		
Theater (drive-in)		
Theater (indoor)		

8. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (j) entitled "Industrial and Wholesale Uses" to read as follows:

(j) <i>Industrial and Wholesale Uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Bakery and confectioners works (wholesale)		
Concrete/asphalt batching plant	P	
Concrete/asphalt batching plant, temporary	P	
High impact use	P	
Manufacturing, heavy	P	
Manufacturing, light	P	
Mini-warehouse/self-storage	P	
Open storage and outside display	P	
Sand and gravel storage	P	
Warehouse/distribution center	P	
Wholesale office storage or sales facility	P	

9. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (k) entitled "Retail and Service Uses" to read as follows:

(k) <i>Retail and service uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Alternative financial institution		
Antique shop and used furniture		
Artisan's workshop	P	
Bakery and confectioners works (retail)		
Banks, savings and loan, or credit union		
Barber shop/beauty salon and personal service shops		
Big box retail development		
Body art studio	S	3.9.5

Building materials and hardware sales, inside storage		
Building materials and hardware sales, outside storage		
Cleaning & laundry, self-service		
Dry cleaning or laundry, minor		
Equipment and machinery sales and rental, minor	P	
Farmer's market		
Flea market, inside		
Flea market, outside		
Florist shop		
Furniture, home furnishing, and equipment stores		
Grocery store or supermarket		
Health/fitness center		
Licensed massage therapy		
Mortuary or funeral parlor		
Pawn shop	P	
Pet grooming		
Pet shop		
Portable building sales		
Private club		
Repair shop, household equipment and appliances	P	
Restaurant (drive-in type)		
Restaurant or cafeteria		
Restaurant or food shop, take-out and delivery		
Retail stores and shops		
Sexually oriented businesses or establishments	S	
Shopping center		
Small engine repair shop	P	
Studio for dance, gymnastics, and/or martial		
Studio for photographer, musician, and artist		
Studio for radio and television		

10. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by inserting a new column labeled "HII-High Impact Industrial District" between "HI-Heavy Industrial District" and "CA-Central Area District" in Paragraph (I) entitled "Transportation, Utility, and Communications Uses." to read as follows:

(l) <i>Transportation, utility, and communications uses.</i>	HII - High Impact Industrial District	Use Specific Regulations
Type of Use		
Airport landing field	P	
Antenna and/or antenna support structure, commercial	S	3.9.2
Antenna and/or antenna support structure, non-commercial	S	3.9.3
Parking lot/garage (commercial)	P	
Private utility, other than listed	S	
Railroad or bus passenger station	P	
Railroad team track, freight depot or docks	P	
Shops, offices, and storage area for public or private utility	P	
Telephone line and exchange	P	
Transportation and utility structures / facilities	P	
Truck terminal	P	
Utility distribution/transmission lines	P	

SECTION 4. AMENDING SECTION 77-54(A), “HIGHWAY COMMERCIAL OVERLAY DISTRICT,” AS IT APPLIES TO USES ALLOWED IN THE NEW “HII - HIGH IMPACT INDUSTRIAL” ZONING DISTRICT

From and after the effective date of this Ordinance, Section 77-54(a), “Highway Commercial Overlay District,” is hereby amended as it applies to uses allowed in the new “HII - High Impact Industrial” zoning district.

“Sec. 77-54. - Special district regulations.

(a) Highway commercial overlay district.

- (1) *Purpose.* The highway commercial (HC) overlay district is intended to provide for retail, service, and office uses within the Highway 380 and Highway 78 corridors, with the high traffic volumes and high visibility. The regulations and standards of this district are designed to enhance the aesthetic and functional characteristics of this transportation corridor. Overlay zoning district regulations apply in combination with

underlying (base) zoning district regulations and all other applicable standards of this chapter. All applicable regulations of the underlying base zoning district apply to property in an overlay zoning district unless otherwise expressly stated. When overlay district standards conflict with standards that otherwise apply in the underlying, base zoning district, the regulations of the overlay zoning district govern unless the regulations of the base zoning district are more stringent, in which event the more stringent or restrictive standards shall apply.

- (2) *Permitted uses.* All applicable land uses of the underlying base zoning district apply to property in the HC overlay zoning district unless otherwise expressly stated. See section 77-46, Schedule of permitted uses for a complete listing.

The following uses are allowed by right within the HC overlay zoning district unless the base zoning district is HII – High Impact Industrial, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Big box retail development.

- (3) *Specific use permit required.* The following uses require a specific use permit within the HC overlay zoning district unless the base zoning district is HII – High Impact Industrial, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Automobile repair, major.
- b. Building materials and hardware sales, outside storage.
- c. Equipment and machinery sales and rental, major.
- d. Print shop, major.
- e. Warehouse/distribution center.

- (4) *Prohibited uses.* The following uses are prohibited within the HC overlay zoning district unless the base

zoning district is HII – High Impact Industrial, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Car wash, self-service.
- b. Contractor's shop and storage yard.
- c. Game rooms.
- d. Mini-warehouse/self-storage.

(5) *Area, yard and bulk requirements.*

Description		Requirements
Minimum Lot Area		None
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		25 feet
Minimum	<i>Interior</i>	10 feet
Side	<i>Lot</i>	
Yard	<i>Corner</i>	25 feet
	<i>Lot</i>	
Minimum Rear Yard		20 feet
Maximum Lot Coverage		50%
Maximum Height		None, unless single family or two-family zoning districts or developments are within 200 feet of the property line, in which a 40-foot height maximum shall apply.
Maximum Floor Area Ratio		1.5:1

(6) *Highway commercial overlay district regulations.*

- a. *Façade design and exterior materials and products* — 75 percent of any front and side exterior wall must be faced with individual unit masonry consisting of brick, native or precast stone, glass and textured concrete masonry. Precast tilt wall systems may be used for 100 percent of the rear façade if it does not face a public street. Precast panels on all sides of the

building shall be scored or seamed to provide visual interest and a repeating pattern.

- b. Buildings shall be articulated at all entrances facing streets by a minimum of two offsets (façade articulations that extend outward from the building must be set back at some point in a corresponding manner) in the façade of a minimum two feet in depth. Main building entrances shall be covered by an awning, canopy or building overhang.
- c. The planning and zoning commission may consider waivers of the building façade material and design requirements for expansions and reconstruction of buildings that existed within the HC district on the date of adoption of the ordinance from which this chapter is derived in accordance with the requirements below:
 - 1. The expansion or reconstruction does not increase the square footage of the existing building by more than 50 percent; and
 - 2. Strict compliance with these standards would result in significant inconsistency in appearance between existing and proposed sections of the building.
- d. The standards set out in subparagraphs a, b and c of this Paragraph (a)(6) shall not be required for the following uses if the base zoning district in which the use is situated is HII – High Impact Industrial:
 - 1. Concrete/asphalt batching plant;
 - 2. Concrete/asphalt batching plant, temporary;
 - 3. High impact use; and
 - 4. Sand and gravel storage.
- e. *Prohibited exterior materials and products.* The following materials and products shall not be used for exterior walls or exterior accents on any building within the HC district: metal panels, wood

siding, Masonite, particle board, stucco foam insulation systems, vinyl siding, and aluminum siding. Metal panels may only be used for decorative architectural features, awnings and canopies and may not constitute the exterior building material of any wall. Notwithstanding the foregoing, architectural metal panels (not corrugated metal or galvanized metal) may be used in conjunction with uses situated within the base zoning district of HII – High Impact Industrial.

- f. *Building orientation.* Bays for car washes, auto repair and other automotive uses shall not be oriented to face public streets.
- g. *Mechanical screening.* Roof mounted mechanical units shall be screened from view at a point five feet five inches above the property line by solid panels, parapet walls, mansard roofs or other architectural feature. Ground mounted mechanical units, compressors, generators and other equipment must be screened by a minimum six-foot tall solid screening wall or solid, irrigated landscape screen of shrubs that will achieve a height of six feet within two years of planting.
- h. *Open storage and outside display.* No outside storage and display, sales, or operations shall be permitted unless such activity is visually screened from all streets and adjacent residential property in accordance with section 77-68. Outside garden centers are allowed only if attached to the main building and screened by masonry walls constructed of the same materials and manner of construction as the main building. The walls may be interspersed with ornamental metal panels.
- i. *Loading area placement and screening.* Loading areas shall be located on the side and/or rear sides of buildings within the HC district. The loading areas shall be screened from view of public streets and from adjacent residential uses by wing walls, landscaping or other screening features.

- j. *Screening of automobile storage areas.* Storage areas for automobiles that have been towed, are being staged before or after repairs, and/or stored for auction shall be screened by a minimum six-foot tall masonry wall or a solid, irrigated landscaped screen of shrubs that will achieve a height of six feet within two years of planting.
- k. *Cross access.* Cross access easements shall be required between properties within the HC district to allow access to existing and proposed median openings and left turn lanes and to provide access to two public streets. Access drives/aisles/access easements should be extended to the development's property boundary in order to provide for connectivity with future development(s). The planning and zoning commission may determine that cross access is not appropriate for security reasons or where topography and existing site conditions make cross access difficult.
- l. *Utility services.* All utility service lines shall be underground.
- m. *Extra requirements for uses in the HC district having a base zoning district of HII – High Impact Industrial.* In addition to complying with the other requirements set forth in this Section 77-54, any use in the HII – High Impact Industrial base zoning district shall to the extent it is situated within the HC district provide a minimum six-foot tall masonry screening wall such that all HII – High Impact Industrial activity on and about the property is visually screened from U.S. Highway 380 and State Highway 78.

(7) *Highway commercial overlay district landscape regulations.* Landscaping shall conform to the following:

- a. Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy. All detention ponds shall be landscaped.
- b. Landscaping adjacent to public right-of-ways.

1. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten feet in depth adjacent to the highway right-of-way.
 2. A minimum 10-foot landscape buffer adjacent to the right-of-way of any minor thoroughfare is required. If the lot is a corner lot, all frontages on minor thoroughfares and private drives of two lanes or greater shall be required to observe the ten-foot buffer.
 3. Developers shall be required to plant one large canopy tree per 40 linear feet or portion thereof of street frontage, not including entry drives or visibility triangles. These required trees must be planted within the landscape setback along thoroughfares, unless otherwise approved. Trees may be grouped or clustered to facilitate site design. Ornamental trees may be substituted for canopy trees at the ratio of two to one along the street frontage for up to 50 percent of the required canopy trees.
- c. Screening of parking areas and drive aisles adjacent to public right-of-way
1. Landscaped screening is required for all parking areas and drive aisles within 50 feet of the property line.
- d. Landscaping adjacent to buildings.
1. Foundation plantings with a minimum six-foot depth are required along 50 percent of a building façade facing a major or minor thoroughfare.
 2. Entries should be accented.
- e. General landscaping standards.
1. All trees shall be a minimum of four feet from all pavement and underground utilities.
 2. Canopy trees shall be a minimum of three inches in caliper (measured six inches above the ground) and seven feet in height at time of planting.

3. Accent or ornamental trees shall be a minimum of one-inch in caliper (measured six inches above the ground) and five feet in height at time of planting.
4. Evergreen shrubs shall be a minimum height of 24 inches at time of planting.
- f. The standards set out in subparagraphs c and d of this Paragraph (a)(7) shall not be required for the following uses if the base zoning district in which the use is situated is HII – High Impact Industrial:
 1. Concrete/asphalt batching plant;
 2. Concrete/asphalt batching plant, temporary;
 3. High impact use; and
 4. Sand and gravel storage.”

SECTION 5. SEVERABILITY

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 6. REPEALER

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 7. PENALTY

Any person, firm, partnership, corporation, or other entity violating any provision contained in this Ordinance shall, upon conviction, be fined an amount not more than \$2,000.00; and each day a violation exists shall be deemed a separate offense. A culpable mental state is not required.

SECTION 8. 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 9. 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 10. 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 11. 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, 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 _____, 2018.

APPROVED:

BY: _____
Jack Randall Rice
Mayor

ATTEST:

Sandra Green
City Secretary

APPROVED AS TO FORM:

Alan D. Lathrom
City Attorney

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	Consider, discuss and act upon the first and only reading of Ordinance # O-2018-1023-003 regarding a budget amendment for reimbursement of a Nibers grant for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Ordinance #O-2018-1023-003
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-2018-1023-003**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2018 – 2019 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, established in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget that was adopted by the City Council for the Fiscal Year 2018 – 2019 (“Budget”); and

WHEREAS, the City Manager of the City of Farmersville believes the Budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the Budget regarding the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2018 – 2019; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2018 – 2019 budget to adopt the proposed amendment to the Budget to allocate funds for the advance payment to participate in the National Incident-Based Reporting System (“NIBRS”) that will be reimbursed to the City pursuant to a Justice Assistance Grant for Law Enforcement Communications Project (“Grant”) that has been awarded to the Farmersville Police Department and to transfer certain monies from the general fund reserves to the general fund operating account to facilitate the activation of the City’s participation in such grant program.

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

SECTION 1. INCORPORATION OF FINDINGS

The findings set forth above are found to be true and correct legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2017 – 2018 that are attached hereto as Exhibit “A” and incorporated herein by reference are hereby adopted and the budget for

Fiscal Year 2018 – 2019 is hereby accordingly so amended and the amended budget for Fiscal Year 2018 – 2019 adopted.

SECTION 3. SEVERABILITY

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 4. REPEALER

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 5. 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 6. 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 7. EFFECTIVE DATE

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

[Remainder of page intentionally left blank.]

PASSED on first and only reading on the 23rd day of October, 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 23rd DAY OF OCTOBER, 2018.

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

2018-2019 BUDGET/REVISION (1) 10-17-2018

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 722,646	\$ 2,025,588	\$ 3,474,184	\$ 1,448,596	\$ 722,646
Fund Balance Amendments			\$ 78,523		\$ 644,123
<u>Police Department Grant Match</u>					
<u>Reimbursement after purchase</u>					

VII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider, discuss and act on Resolution # R-2018-1023-001 on all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt , including the adoption of a resolution pertaining thereto.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018.
Attachment(s)	<ol style="list-style-type: none"> 1. Resolution R#2018-1023-001 2. Calendar 3. Financials
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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 #R-2018-1023-001**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, APPROVING AND
AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATIONS TO
REIMBURE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.**

WHEREAS, the City Council of the City of Farmersville, Texas, (the "City Council") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and traffic signalization incidental thereto and the acquisition of land and rights-of-way thereof (collectively, the "Projects"), and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, the City Council further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse such capital expenditures with proceeds of the certificates of obligation; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City Council must declare its expectation to make such reimbursement; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1. The City reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation.

SECTION 2. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation in a principal amount not to exceed \$1,800,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and traffic signalization incidental thereto and the acquisition of land and rights-of-way thereof, and (ii) professional services rendered in relation to such projects and the financing thereof, and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read

substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 3. The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 4. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 5. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED by a majority of a quorum of the City Council of the City of Farmersville, Texas, at a special called meeting on this 23rd day of October, 2018.

APPROVED THIS 23rd DAY OF OCTOBER, 2018.

By: _____
Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF FARMERSVILLE, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Farmersville, Texas, shall convene at 6:00 P.M. on the 11th day of December, 2018, at the City Hall, 205 S. Main Street, Farmersville Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in an amount not to exceed \$1,800,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Sandra Green City
Secretary City of
Farmersville, Texas



Certificates of Obligation, Series 2019
Projected Schedule of Events

Oct-18							Nov-18							Dec-18							Jan-19						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												

By	Day	Event
23-Oct-18	Tuesday	City Council passes resolution authorizing Notice of Intent for Certificates of Obligation
TBD	TBD	TIRZ Board meeting to approve project
24-Oct-18	Wednesday	Initial Draft of Preliminary Official Statement distributed to City and to Bond counsel for review
2-Nov-18	Friday	Receive comments/information from City & Bond Counsel
7-Nov-18	Wednesday	Provide updated draft of Preliminary Official Statement to City and Bond Counsel for comments and modifications and to credit rating agencies
TBD	TBD	First Publication of Notice of Intent to Issue Certificates (no later than November 10, 2018)
TBD	TBD	Second Publication of Notice of Intent to Issue Certificates (same day of the week following 1st publication; exactly one week later)
12-Nov-18	Week of	Rating Call with S&P
28-Nov-18	Wednesday	Receive Credit Ratings
29-Nov-18	Thursday	Finalize Preliminary Official Statement and distribute Electronically through i-Deal Prospectus to Potential Purchasers
11-Dec-18	Tuesday	Bond Sale: City Council adopts Ordinance and approves Certificate sale
15-Jan-19	Tuesday	Closing and delivery of funds

SOURCES AND USES OF FUNDS

City of Farmersville, Texas
Tax & Utility System Surplus Revenue Certificates of Obligation, Series 2019
(Funding: \$1.74 mm plus COI for Collin College Road Project)
Insured BQ Rates as of 09/26/2018 plus .30% (A+)

Dated Date 01/31/2019
Delivery Date 01/31/2019

Sources:

Bond Proceeds:	
Par Amount	1,790,000.00
	1,790,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,740,000.00
Delivery Date Expenses:	
Cost of Issuance	50,000.00
	1,790,000.00

Note: Preliminary, for illustrative purposes only.

BOND DEBT SERVICE

City of Farmersville, Texas
Tax & Utility System Surplus Revenue Certificates of Obligation, Series 2019
(Funding: \$1.74 mm plus COI for Collin College Road Project)
Insured BQ Rates as of 09/26/2018 plus .30% (A+)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/15/2019			37,716.80	37,716.80	
09/30/2019					37,716.80
02/15/2020	60,000	3.890%	34,815.50	94,815.50	
08/15/2020			33,648.50	33,648.50	
09/30/2020					128,464.00
02/15/2021	65,000	3.890%	33,648.50	98,648.50	
08/15/2021			32,384.25	32,384.25	
09/30/2021					131,032.75
02/15/2022	65,000	3.890%	32,384.25	97,384.25	
08/15/2022			31,120.00	31,120.00	
09/30/2022					128,504.25
02/15/2023	70,000	3.890%	31,120.00	101,120.00	
08/15/2023			29,758.50	29,758.50	
09/30/2023					130,878.50
02/15/2024	70,000	3.890%	29,758.50	99,758.50	
08/15/2024			28,397.00	28,397.00	
09/30/2024					128,155.50
02/15/2025	75,000	3.890%	28,397.00	103,397.00	
08/15/2025			26,938.25	26,938.25	
09/30/2025					130,335.25
02/15/2026	75,000	3.890%	26,938.25	101,938.25	
08/15/2026			25,479.50	25,479.50	
09/30/2026					127,417.75
02/15/2027	80,000	3.890%	25,479.50	105,479.50	
08/15/2027			23,923.50	23,923.50	
09/30/2027					129,403.00
02/15/2028	80,000	3.890%	23,923.50	103,923.50	
08/15/2028			22,367.50	22,367.50	
09/30/2028					126,291.00
02/15/2029	85,000	3.890%	22,367.50	107,367.50	
08/15/2029			20,714.25	20,714.25	
09/30/2029					128,081.75
02/15/2030	90,000	3.890%	20,714.25	110,714.25	
08/15/2030			18,963.75	18,963.75	
09/30/2030					129,678.00
02/15/2031	95,000	3.890%	18,963.75	113,963.75	
08/15/2031			17,116.00	17,116.00	
09/30/2031					131,079.75
02/15/2032	95,000	3.890%	17,116.00	112,116.00	
08/15/2032			15,268.25	15,268.25	
09/30/2032					127,384.25
02/15/2033	100,000	3.890%	15,268.25	115,268.25	
08/15/2033			13,323.25	13,323.25	
09/30/2033					128,591.50
02/15/2034	105,000	3.890%	13,323.25	118,323.25	
08/15/2034			11,281.00	11,281.00	
09/30/2034					129,604.25
02/15/2035	110,000	3.890%	11,281.00	121,281.00	
08/15/2035			9,141.50	9,141.50	
09/30/2035					130,422.50
02/15/2036	110,000	3.890%	9,141.50	119,141.50	
08/15/2036			7,002.00	7,002.00	
09/30/2036					126,143.50
02/15/2037	115,000	3.890%	7,002.00	122,002.00	
08/15/2037			4,765.25	4,765.25	
09/30/2037					126,767.25
02/15/2038	120,000	3.890%	4,765.25	124,765.25	

BOND DEBT SERVICE

**City of Farmersville, Texas
Tax & Utility System Surplus Revenue Certificates of Obligation, Series 2019
(Funding: \$1.74 mm plus COI for Collin College Road Project)
Insured BQ Rates as of 09/26/2018 plus .30% (A+)**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/15/2038			2,431.25	2,431.25	
09/30/2038					127,196.50
02/15/2039	125,000	3.890%	2,431.25	127,431.25	
09/30/2039					127,431.25
	1,790,000		820,579.30	2,610,579.30	2,610,579.30

Note: Preliminary, for illustrative purposes only.

BOND DEBT SERVICE

City of Farmersville, Texas
Tax & Utility System Surplus Revenue Certificates of Obligation, Series 2019
(Funding: \$1.74 mm plus COI for Collin College Road Project)
Insured BQ Rates as of 09/26/2018 plus .30% (A+)

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2019			37,716.80	37,716.80
09/30/2020	60,000	3.890%	68,464.00	128,464.00
09/30/2021	65,000	3.890%	66,032.75	131,032.75
09/30/2022	65,000	3.890%	63,504.25	128,504.25
09/30/2023	70,000	3.890%	60,878.50	130,878.50
09/30/2024	70,000	3.890%	58,155.50	128,155.50
09/30/2025	75,000	3.890%	55,335.25	130,335.25
09/30/2026	75,000	3.890%	52,417.75	127,417.75
09/30/2027	80,000	3.890%	49,403.00	129,403.00
09/30/2028	80,000	3.890%	46,291.00	126,291.00
09/30/2029	85,000	3.890%	43,081.75	128,081.75
09/30/2030	90,000	3.890%	39,678.00	129,678.00
09/30/2031	95,000	3.890%	36,079.75	131,079.75
09/30/2032	95,000	3.890%	32,384.25	127,384.25
09/30/2033	100,000	3.890%	28,591.50	128,591.50
09/30/2034	105,000	3.890%	24,604.25	129,604.25
09/30/2035	110,000	3.890%	20,422.50	130,422.50
09/30/2036	110,000	3.890%	16,143.50	126,143.50
09/30/2037	115,000	3.890%	11,767.25	126,767.25
09/30/2038	120,000	3.890%	7,196.50	127,196.50
09/30/2039	125,000	3.890%	2,431.25	127,431.25
	1,790,000		820,579.30	2,610,579.30

Note: Preliminary, for illustrative purposes only.

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Minor Plat of The Lee Addition, Lot 1 an addition to the City of Farmersville being 0.206 acres in the W.B. Survey, Abstract No. 952.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Notice of Public Hearing 3. Board of Adjustment's Draft Minutes 4. Minor Plat 5. Engineer's Letter
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 COUNCIL AGENDA ITEM

SUBJECT: The Lee Addition
MEETING DATE: October 23, 2018
DEPARTMENT: Planning
CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- Consider, discuss and act upon a recommendation to City Council for the Minor Plat of The Lee Addition, Lot 1 an addition to the City of Farmersville being 0.206 acres in the W.B. Survey, Abstract No. 952.

ITEM SUMMARY:

- On September 25, 2018 the City Council, who sat as the Board of Adjustments, approved the variances on the lot to have a home built.
- The Planning & Zoning Commission was scheduled for Monday, October 15, 2018, to make a recommendation to the City Council regarding the minor plat. The Planning & Zoning Commission approved the plat with a unanimous vote and recommended it to City Council for review.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Farmersville City Council sitting as the Farmersville Board of Adjustment at 5:30 p.m. on Tuesday, September 25, 2018 in the City Hall Council Chambers at 205 S. Main St. to consider a request for a variance from the requirements of Section 3.12.4, "SF-2 – Single Family Dwelling - 2," of the Farmersville Zoning Ordinance to reduce the minimum lot width from 60 feet to 50 feet and reduce the minimum lot area from 7,200 square feet to 6,750 square feet to allow one single-family residence to be built on an existing tract of land, which tract of land is being platted, provided that all other requirements of the Farmersville Code are met. The property is generally located at 408 Floyd Street, Farmersville, Texas 75442.

All interested parties may appear in person or by attorney to submit cause for or against the requested variance.



**FARMERSVILLE CITY COUNCIL
SITTING AS THE
FARMERSVILLE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION MINUTES
For
September 25, 2018, 5:30 P.M.**

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 5:30 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst, Michael Hesse and Todd Rolan were all present. City staff members Ben White, and Sandra Green were also present.

II. PUBLIC HEARING

- A. Public hearing to consider a request for a variance from the requirements of Section 3.12.4, "SF-2 – Single Family Dwelling - 2," of the Farmersville Zoning Ordinance to reduce the minimum lot width from 60 feet to 50 feet and reduce the minimum lot area from 7,200 square feet to 6,750 square feet to allow one single-family residence to be built on an existing tract of land, which tract of land is being platted, provided that all other requirements of the Farmersville Code are met. The property is generally located at 408 Floyd Street, Farmersville, Texas 75442.
- Mayor Rice opened the public hearing at 5:31 p.m.
 - Christie Perkins Lee addressed Council and asked for them to grant the variance to allow her to build a house on her lot.
 - Mayor Rice closed the public hearing at 5:33 p.m.
 - Mike Hurst how big of a house she was going to build.
 - Christie Perkins Lee indicated it would be a 30' x 50' home.
 - Mike Hurst also asked if the house would be masonry.
 - Christie Perkins Lee stated it would be built with brick all over except the back would be siding.

- Motion to approve the variance made by Craig Overstreet
- 2nd to approve was Mike Hurst
- All council members voted in favor

III. ADJOURNMENT

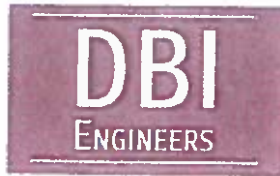
Meeting was adjourned at 5:35 p.m.

APPROVE:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary



09 October 2018

Mr. Ben White, P.E.
City of Farmersville
205 S Main St.
Farmersville, Texas 75442

RE: The Lee Addition
Minor Plat

Mr. White:

The above referenced minor plat has been reviewed according to the ordinances of the City of Farmersville. Comments sent to the surveyor have been addressed.

It is recommended that the final plat be approved. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "James M. Shankles, Jr. P.E.".

James M. Shankles, Jr. P.E.



9 OCT 2018

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon the interlocal agreement with Collin County regarding Animal Shelter services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Interlocal Agreement
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"> • Provide staff direction for future action • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <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



Contract Amendment TWELVE (12)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Farmersville
205 S. Main St.
Farmersville, TX 75452

Effective Date 10/01/2018
Contract No. 10103-09
Contract Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:		2006-891-09-26
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2007-1009-11-13</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2008-887-10-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2009-585-08-10</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2010-834-10-11</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2011-686-09-19</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2013-013-01-07</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2013-963-11-18</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2014-993-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2016-020-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-035-01-23</u>
Contract Amendment No.:	<u>11</u>	Court Order No. <u>2017-827-10-09</u>
Contract Amendment No.:	<u>12</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2018, continuing through and including September 30, 2019 at the below rate:

Total amount for fiscal year 2019: \$ 10,975.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF FARMERSVILLE

205 S. Main St.
Farmersville, TX 75452

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB
Purchasing Agent

DATE:

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon a lease agreement from Canon for a scanner/printer for the Planning and Building Permits departments.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Lease Agreement
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



CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULS S0833327.01

Salesperson: Anthony Robert Smith

Order Date: 10/12/2018

Customer ("You"):		Customer Account:		Organization Information	
Company Legal Name: CITY OF FARMERSVILLE		Federal Tax Identification Number (TIN):			
Doing Business As:		<input type="checkbox"/> Corporation		<input type="checkbox"/> Limited Liability Company	
Billing Address: 205 S. MAIN		<input type="checkbox"/> Partnership		<input type="checkbox"/> Limited Liability Partnership	
City: FARMERSVILLE		County: COLLIN		<input type="checkbox"/> Non-Profit Corporation	
State: TX		Zip: 75442		<input type="checkbox"/> State or Local Government	
Phone: 469.734.6521		<input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____			
Contact: Tony Lincoln		Chief Executive Office and address for notices:			
E-Mail: itadmin@farmersvilletx.com		Address:			
Lease Information		City: _____ State: _____ Zip: _____			
Lease Term	# of Payments	Payment *		Amount Due at Signing	
36 Months	36	\$ 125.55 (* Plus applicable taxes)		# of Payments in Advance: 0	TOTAL DUE AT SIGNING * \$ 0.00
Payment Frequency		End of Lease Term Purchase Option *		Check must accompany agreement	
<input checked="" type="checkbox"/> Monthly		<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		Tax Exempt	
<input type="checkbox"/> Quarterly				<input checked="" type="checkbox"/> Yes (Attach certificate)	
Equipment Description: See Schedule A					
Equipment Maintenance	Select 1 option: <input type="checkbox"/> Included for all Equipment		<input type="checkbox"/> Included, except for Equipment excluded on Schedule A		<input checked="" type="checkbox"/> Declined
Excess Per Image Charge Billing Cycle		<input type="checkbox"/> Per Unit <input type="checkbox"/> Fleet		<input type="checkbox"/> Under separate agreement	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		If adding to existing fleet, applicable contract # _____		Coverage Plan	
		<input type="checkbox"/> Aggregate		If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate	
Consumables Inclusive		Toner Fulfillment Method		PO Required	
<input type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____		Customer order unless noted for Equipment on Schedule A**		<input type="checkbox"/> Yes PO# _____ <input type="checkbox"/> No	
				Charges	
				See Schedule A	
Personal Guaranty					
<p>The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.</p> <p>If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.</p> <p>Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.</p> <p>Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.</p>					
Printed Name _____		Signature _____		(no title) Date _____	
Address _____				Phone: _____	
Printed Name _____		Signature _____		(no title) Date _____	
Address _____				Phone: _____	
<p>BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.</p>					
Customer's Authorized Signature: _____		Date: _____			
Printed Name: _____		Title: _____			
CSA Authorized Signature: _____		Date: _____			
Printed Name: _____		Title: _____			

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors or assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by Lessor or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". The per image charges included within the Usage Payments are subject to an annual increase of up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the Lease Commencement Date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Payments are fixed for the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or \$250 for the processing of returned Listed Items. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of the Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of such Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any

Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems, (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1) Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of your meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA, service performed by anyone other than CSA, accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance

with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should: (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose/Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss/Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under the Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or

any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items, (2) terminate any and all agreements with you, (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) release the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"). LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL.

9.1 Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name, but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or set-offs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:
300 Commerce Square Blvd.
Burlington, NJ 08016
Attn: Customer Service Department
Phone (800) 613-2228
Fax: (800) 220-4002
Email: customercare@csa.canon.com

Address for notices to Canon Financial Services, Inc.:
158 Gailher Drive, Suite 200
Mount Laurel, NJ 08054
Attn: Customer Service Department
Phone (800) 220-0330
Fax: (856) 813-5122
Email: customer@cfs.canon.com

9.5 USA PATRIOT Act; Credit Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



(800)-613-2228

Schedule A

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Delivery Address: 205 S. MAIN		Connectivity Contact: Tony Lincoln	
City: FARMERSVILLE		County: COLLIN	I/T Phone #: 469.734.6521
State: TX		Zip: 75442	E-Mail: itadmin@farmersvillex.com
Delivery Contact: Tony Lincoln		Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: itadmin@farmersvillex.com		Earliest Delivery Date: 10/17/2018	# of Steps: 0
Hours of Operation: 9-5			
Special Instructions:			

Equipment Maintenance Information

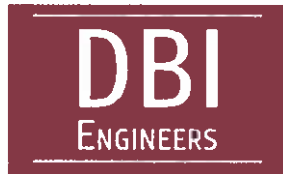
Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

				Equipment excluded from Maintenance	Corporate Advantage	Equipment under separate MPS agreement
9854B040	IPF670MFPL24E	1		<input type="checkbox"/>	<input type="checkbox"/>	
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		Covered Images Included	Start Meter	Excess per Image Charge
3306V687	CSA IPF MFP LE SERIES INSTALL PAK (WITHIN ESS SE	1		B & W Color	B & W Color	B & W Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)		
				Alternate Meter Read Method: _____		

				Equipment excluded from Maintenance	Corporate Advantage	Equipment under separate MPS agreement
				<input type="checkbox"/>	<input type="checkbox"/>	
				Covered Images Included	Start Meter	Excess per Image Charge
				B & W Color	B & W Color	B & W Color
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires imageWare Remote)		
				Alternate Meter Read Method: _____		

Key to Moler Read Method: imageWARE Remote unless noted above (or) W = eManage website

Agenda Section	Regular Agenda
Section Number	VII.E
Subject	Consider, discuss and act upon the bids for the TxCDBG grant #7217129 for Rike Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	1. Engineer's Letter
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 a future agenda. _____ • No motion, no action



October 18, 2018

Mr. Benjamin White, P.E., City Manager and City Council
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

RE: Rike Street Reconstruction Project
TxCDBG Contract No. 7217129
Bid Tabulation & Recommendation

Dear Ben and City Council:

I have attached a bid tabulation form for the TxCDBG Contract No. 7217129 for the Rike Street Reconstruction Project for the City of Farmersville. The project was bid on Wednesday, October 3, 2018 at 10:00 a.m. There were five bidders on the project. Mike Rogers Construction of Lone Star, TX was the lowest base bidder with a total base bid amount of \$361,733.50 for the project. The bid is approximately \$115,733.00 over the grant construction amount available.

It is the recommendation of Daniel & Brown Inc. that the City of Farmersville reject all bids for the Rike Street Reconstruction Project TxCDBG Contract No. 7217129 and the project be re-bid with modifications to the scope of work. We anticipate opening bids for the re-bid project on November 9, 2018.

If you should have any questions or require additional information, please feel free to contact me.

Sincerely,


Eddy W. Daniel



DANIEL & BROWN INC.
118 MCKINNEY STREET | PO BOX 606 | FARMERSVILLE, TEXAS 75442
OFFICE 972-784-7777 | WWW.DBICONSULTANTS.COM
FIRM REGISTRATION NO: F-002225

City of Farmersville

Bid Tabulation Form for the Rike Street Reconstruction Project - TxCDBG Contract No. 7217129

Bid Date: Wednesday, October 3, 2018 @ 10:00 am

ITEM #	ITEM DESCRIPTION	Mike Rogers Construction Lone Star, TX			Reyes Group Grand Prairie, TX			Texana Land & Asphalt, Inc. Sulphur Springs, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Installation of 3" thickness asphalt overlay	4,577	\$23.00	\$105,271.00	4,577	\$22.50	\$102,982.50	4,577	\$19.10	\$87,420.70
2	Installation of flex base, per 2" thickness	6,457	\$6.00	\$38,742.00	6,457	\$5.00	\$32,285.00	6,457	\$6.60	\$42,616.20
3	Pulverization and lime stabilization and associated preparation of existing base	4,577	\$11.00	\$50,347.00	4,577	\$14.00	\$64,078.00	4,577	\$18.10	\$82,843.70
4	Installation of curbs and gutters	2,602	\$25.00	\$65,050.00	2,602	\$28.00	\$72,856.00	2,602	\$30.00	\$78,060.00
5	Installation of concrete driveway approaches	338	\$71.50	\$24,167.00	338	\$120.00	\$40,560.00	338	\$115.00	\$38,870.00
6	Installation of concrete street aprons	591	\$71.50	\$42,256.50	591	\$140.00	\$82,740.00	591	\$140.00	\$82,740.00
7	Installation of standard pipe bollards	3	\$300.00	\$900.00	3	\$1,100.00	\$3,300.00	3	\$1,000.00	\$3,000.00
8	Project mobilization and overhead	1	\$35,000.00	\$35,000.00	1	\$20,000.00	\$20,000.00	1	\$10,000.00	\$10,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$361,733.50			\$418,801.50			\$425,550.60
	CALENDAR DAYS	210/240			210/240			210/240		

City of Farmersville

Bid Tabulation Form for the Rike Street Reconstruction Project - TxCDBG Contract No. 7217129

Bid Date: Wednesday, October 3, 2018 @ 10:00 am

ITEM #	ITEM DESCRIPTION	Pavecon Public Works, LP Grand Prairie, TX			Advanced Paving Company Dallas, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Installation of 3" thickness asphalt overlay	4,577	\$15.00	\$68,655.00	4,577	\$15.80	\$72,316.60
2	Installation of flex base, per 2" thickness	6,457	\$6.65	\$42,939.05	6,457	\$7.15	\$46,167.55
3	Pulverization and lime stabilization and associated preparation of existing base	4,577	\$14.60	\$66,824.20	4,577	\$17.00	\$77,809.00
4	Installation of curbs and gutters	2,602	\$35.00	\$91,070.00	2,602	\$65.00	\$169,130.00
5	Installation of concrete driveway approaches	338	\$150.00	\$50,700.00	338	\$181.00	\$61,178.00
6	Installation of concrete street aprons	591	\$212.25	\$125,439.75	591	\$177.00	\$104,607.00
7	Installation of standard pipe bollards	3	\$2,250.00	\$6,750.00	3	\$1,000.00	\$3,000.00
8	Project mobilization and overhead	1	\$103,700.00	\$103,700.00	1	\$25,000.00	\$25,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$556,078.00			\$559,208.15
	CALENDAR DAYS			210/240			210/240

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding dispatch services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Interlocal Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Discussion led by Alan Lathrom • 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 a future agenda. _____ • No motion, no action

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2018, by and between the City of Farmersville (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

HOSTING SERVICES. The term "Hosting Services" means the County will store the City's data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2018, and shall continue in full force and effect through September 30, 2019.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for

remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2019 in the amount of \$67,459.00 shall be paid by the City in quarterly installments of \$16,864.75 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2019, the fee will be \$108 per radio and may be updated annually by PAWM.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Remote Access to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Attachment "A"

Law Enforcement Officers Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

2.0 Scope

This policy applies to all Law Enforcement Officers utilizing REMOTE ACCESS to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County REMOTE ACCESS implementations.

3.0 Policy

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the REMOTE ACCESS will force all traffic to and from the remote PC over the REMOTE ACCESS tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable

use policy when accessing the Internet while connected through the REMOTE ACCESS.

12. Only approved REMOTE ACCESS clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.
15. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
20. Prior to acquiring REMOTE ACCESS all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
22. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	When utilizing REMOTE ACCESS, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's REMOTE ACCESS.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

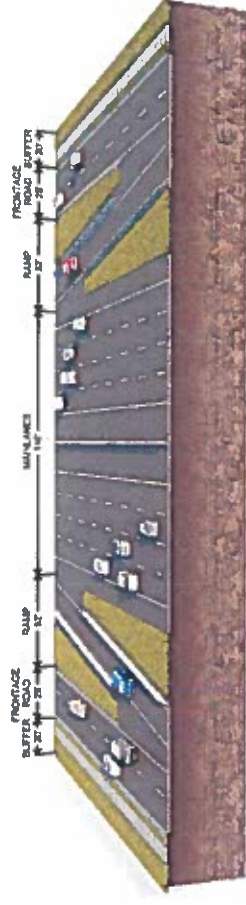
Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

Agenda Section	Regular Agenda
Section Number	VII.G
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	October 23, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. TxDOT roadway width pictures 2. TxDOT PowerPoint Presentation 3. U.S. 380 data
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • The City is now in a position to move from the live answering service to an automated phone attendant that would place a call to the staff member on duty. • Printout showing the last three years charges • 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 a future agenda. _____ • No motion, no action



TEXAS DEPARTMENT OF TRANSPORTATION

**THESE PRELIMINARY TYPICAL
SECTION DRAWINGS
DEMONSTRATE HOW A
FREEWAY MIGHT LOOK.**



**350' RIGHT-OF-WAY
MAINLANES AT-GRADE**

**THIS PROJECT IS IN THE EARLY
FEASIBILITY PHASE.**

**TYPICAL SECTIONS ARE
REFINED IN THE SCHEMATIC AND
FINAL DESIGN PHASES OF
PROJECT DEVELOPMENT.**



**350' RIGHT-OF-WAY
MAINLANES
DEPRESSED**



TEXAS DEPARTMENT OF TRANSPORTATION




330' RIGHT-OF-WAY
MAINLANES AT-GRADE





330' RIGHT-OF-WAY
MAINLANES DEPRESSED



240' RIGHT-OF-WAY
MAINLANES DEPRESSED
(NO RAMPS OR ACCESS TO MAINLANES)


TEXAS DEPARTMENT OF TRANSPORTATION





US 380 FEASIBILITY STUDY

CSJs: 0135-11-022, 0135-02-059, 0135-03-048, 0135-04-032, 0135-05-026

Collin County

October 4, 9, and 11

WELCOME

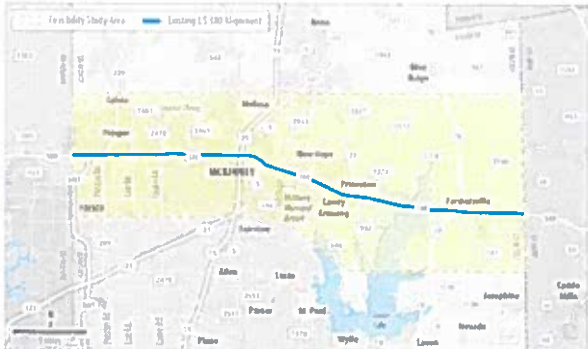
US 380 Collin County Feasibility Study

**DALLAS DISTRICT
PUBLIC MEETING**

**OCTOBER 4 – OCTOBER 9 –
OCTOBER 11, 2018**

6:00 P.M. - 8:00 P.M.

Presentation at 7:00 P.M.



US 380 Feasibility Study Update
October 4, 9, and 11

Study History

- STEP 1:** Need for the study is identified and study began June 2017
- STEP 2:** TxDOT developed and evaluated many potential alignment options based on engineering factors and known environmental constraints
- STEP 3:** TxDOT presented the project need, modes of transportation considered, three roadway scenarios, and five draft freeway alignment options in April and May of 2018
- STEP 4:** TxDOT received and began analyzing more than 4,000 surveys and comments
- STEP 5:** TxDOT refined alignment options
- STEP 6:** TxDOT presents revised alignment options in October 2018

US 380 Feasibility Study Update

October 4, 9, and 11

3

Modes of Transportation Evaluated

BIKE/PEDESTRIAN

- Cannot relieve congestion alone
- Bike/Pedestrian facilities will be included in future plans

TRANSIT

- Cannot solely relieve congestion as it only serves a small portion of the trips

ROADWAY

- Variety of options previously studied range from no new improvements to grade separations to freeway alignments.

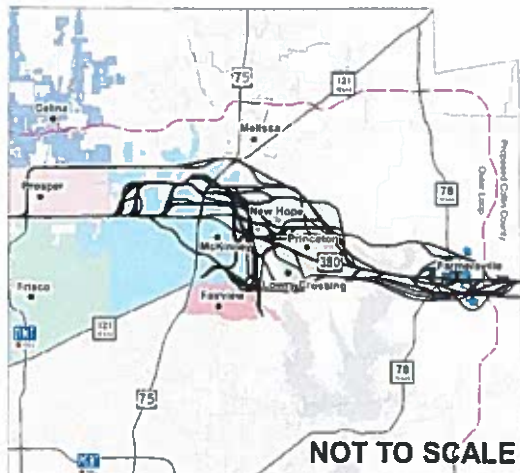
US 380 Feasibility Study Update

October 4, 9, and 11

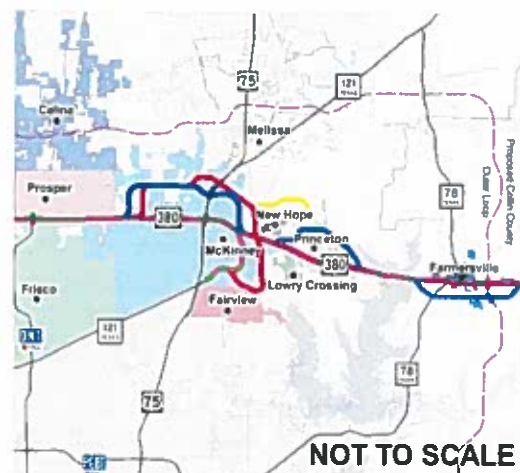
4

Freeway Alignment Options

SUMMER 2017



SPRING 2018



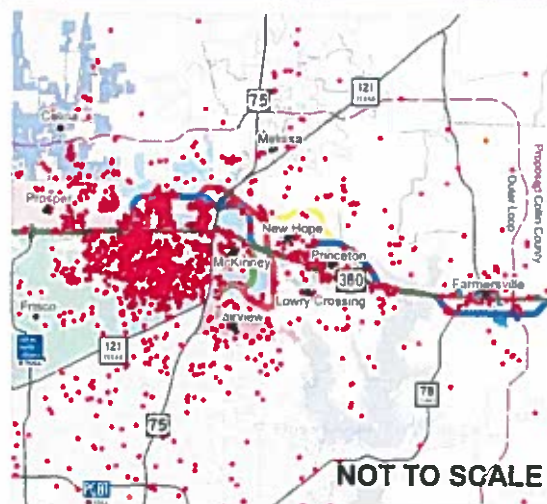
US 380 Feasibility Study Update

October 4, 9, and 11

5

Input Highlights

- Over 4,000 comments/surveys received
- 84% of the comments/surveys listed concerns about existing US 380 including:
 - Traffic
 - Congestion
 - Safety (number of accidents/fatalities and high rates of speed)
 - Pace of future developments and impacts on congestion
 - Lack of other east/west routes

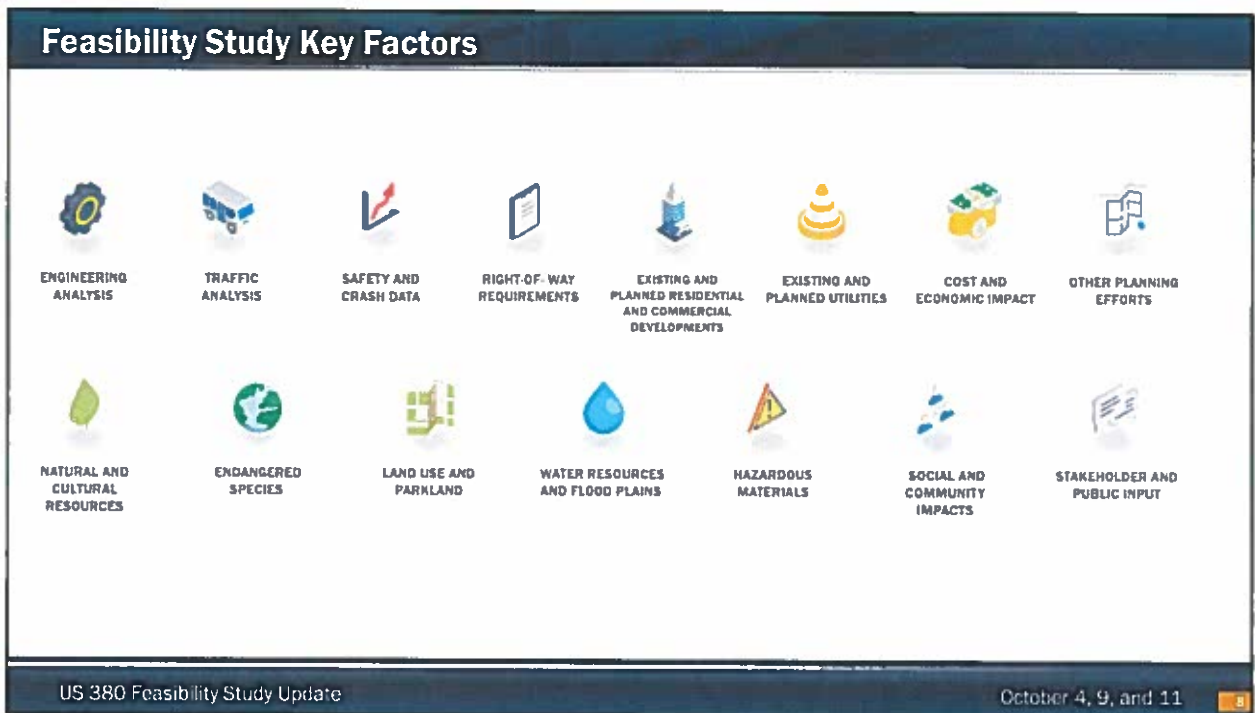
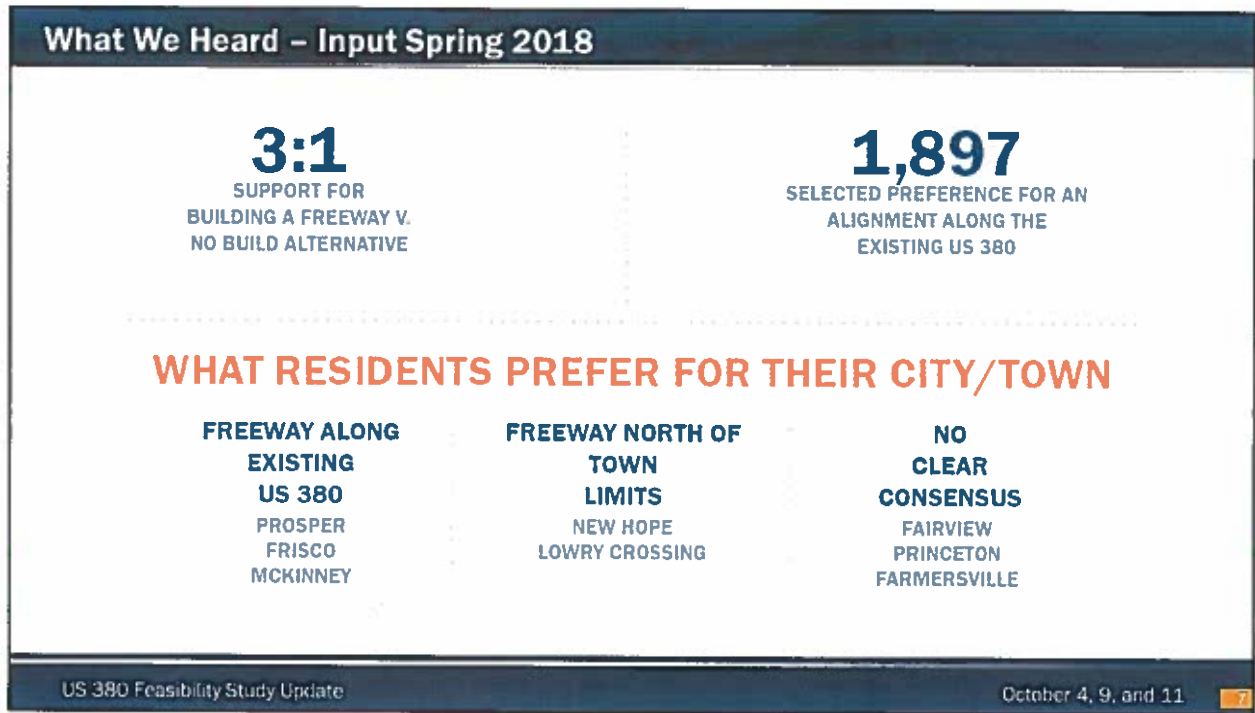


RED DOTS INDICATE THE LOCATION OF RESIDENCES AND BUSINESSES IN COLIN COUNTY WHERE INPUT WAS RECEIVED DURING THE COMMENT PERIOD

US 380 Feasibility Study Update

October 4, 9, and 11

6



Alignment revisions – Overall

SPRING 2018



FALL 2018



- Considering 2 alignments with options instead of 5
- Pink and green alignment combined into green alignment
- Combined or eliminated red, blue, and yellow alignments to the red alignment
- Right-of-way widths reduced – average now between 330 and 350 feet wide

US 380 Feasibility Study Update

October 4, 9, and 11



Alignment revisions – Denton County Line to Coit Road

- Combined pink and green alignments into green alignment
- Considered the following:
 - Impacts to homes and businesses
 - Plans for future developments
 - Amount of right of way needed from Prosper and Frisco
 - Impacts to water transmission lines
 - Ability to re-use improvements currently under construction



US 380 Feasibility Study Update

October 4, 9, and 11



Alignment revisions – Denton County Line to Coit Road

Evaluation Category	No Build	Green Alignment
Number of Residential Property Impacts	0	0
Number of Residential Displacements	0	0
Number of Business Impacts	0	10
Number of Business Induced Displacements	0	1
Number of Business Direct Displacements	0	0
Number of Business Displacements	0	1
Future Development Impacts (acres)	0	12
Environmental, Watershed, and Park Land Impacts (acres)	0	5
Cost - includes construction, ROW, utility relocation	0	\$298M

Evaluation Category	No Build	Green Alignment
Enhances Regional Mobility		
Satisfies Travel Demand		
Enhances Safety		
Supports Future Regional Economic Growth		

Criteria Rating Scale				
Does not achieve criteria	Sometimes meets criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria

US 380 Feasibility Study Update

October 4, 9, and 11

11

Alignment revisions – Coit Road to FM 1827

Green alignment:

- Refined green alignment and US 75 interchange
- Depressed and compressed right-of-way between Tucker Hill and Stonebridge neighborhoods
- Depressed US 75 to SH 5



US 380 Feasibility Study Update

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12

Alignment revisions – Coit Road to FM 1827

Red Alignment – Coit Road to Ridge Road:

- Shifted blue alignment west due to its proximity to neighborhoods and to avoid impacting existing soil conservation lake. This alignment is now red alignment – option B.
- Stakeholders requested study of an alignment in this area
- All alignments have impacts in this area



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Alignment revisions – Coit Road to FM 1827



Red Alignment – Ridge Road to FM 1827

- Depress alignment south of Erwin Park and Bloomdale Farms and north of Heatherwood
- Eliminated the blue alignment south of Courthouse due to impact on neighborhoods, businesses, floodplains, major water utilities, and public infrastructure.

US 380 Feasibility Study Update

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Alignment revisions – Coit Road to FM 1827

Evaluation Category	No Build	Green Alignment	Red Alignment Option A	Red Alignment Option B
Number of Residential Property Impacts	0	18	43	41
Number of Residential Displacements	0	21	18	16
Number of Business Impacts	0	77	18	5
Number of Business Induced Displacements	0	11	1	0
Number of Business Direct Displacements	0	167	15	2
Number of Business Displacements	0	178	16	2
Future Development Impacts (acres)	0	33	156	214
Environmental, Watershed, and Park Land Impacts (acres)	0	94	224	219
Cost - Includes construction, ROW, utility relocation	0	\$916M	\$748M	\$645M

Evaluation Category	No Build	Green Alignment	Red Alignment Option A	Red Alignment Option B
Enhances Regional Mobility				
Satisfies Travel Demand				
Enhances Safety				
Supports Future Regional Economic Growth				

Criteria Rating Scale				
Does not achieve criteria	Somewhat meets criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria

US 380 Feasibility Study Update

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Alignment revisions – Spur 399 extension



Option A

- Longer route
- Impacts two Fairview parks located in the City of McKinney
- Complements future airport development

Option B

- Shorter route
- Impacts major water transmission line and McKinney park
- Higher traffic volume

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Alignment revisions – Spur 399 extension

Evaluation Category	No Build	Green Alignment Option A	Green Alignment Option B
Number of Residential Property Impacts	0	14	4
Number of Current Residential Displacements	0	6	2
Number of Business Impacts	0	10	11
Number of Business Induced Displacements	0	0	0
Number of Business Direct Displacements	0	1	1
Number of Business Displacements	0	1	1
Future Development Impacts (acres)	0	19	6
Environmental, Watershed, and Park Land Impacts (acres)	0	198	69
Cost - includes construction, ROW, utility relocation	0	\$433M	\$266M

Evaluation Category	No Build	Green Alignment Option A	Green Alignment Option B
Enhances Regional Mobility			
Satisfies Travel Demand			
Enhances Safety			
Supports Future Regional Economic Growth			

Criteria Rating Scale				
Does not address criteria	Sometimes meets criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria

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Alignment revisions – FM 1827 to CR 559

- **Pink and green alignment combined into green alignment and right-of-way width reduced**
- **Eliminated yellow alignment due to impacts to planned Water Recovery facility and because its location did not work well with the Spur 399 extension traffic movements**
- **Blue alignment changed to red and right-of-way width reduced**



US 380 Feasibility Study Update

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Alignment revisions – FM 1827 to CR 559

Evaluation Category	No Build	Green Alignment	Red Alignment
Number of Residential Property Impacts	0	15	11
Number of Residential Displacements	0	15	11
Number of Business Impacts	0	17	1
Number of Business Induced Displacements	0	3	1
Number of Business Direct Displacements	0	87	18
Number of Business Displacements	0	90	19
Future Development Impacts (acres)	0	42	105
Environmental, Watershed, and Park Land Impacts (acres)	0	24	35
Cost - Includes construction, ROW, utility relocation	0	\$416M	\$342M

Evaluation Category	No Build	Green Alignment	Red Alignment
Enhances Regional Mobility			
Satisfies Travel Demand			
Enhances Safety			
Supports Future Regional Economic Growth			

Criteria Rating Scale				
Does not achieve criteria	Doesn't meet criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria

US 380 Feasibility Study Update

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Alignment revisions – CR 559 to Hunt County line



- Pink and green alignment combined into green alignment and refined to minimize impacts to businesses, homes, the planned Collin College development, and potentially historic churches
- Blue alignment eliminated due to USACE property impacts and a planned cemetery
- Yellow alignment changed to red and revised to minimize impacts to homes, businesses, and the South lake.

US 380 Feasibility Study Update

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Alignment revisions – CR 559 to Hunt County line

Evaluation Category	No Build	Green Alignment	Red Alignment
Number of Residential Property Impacts	0	7	10
Number of Residential Displacements	0	45	4
Number of Business Impacts	0	5	4
Number of Business Induced Displacements	0	1	0
Number of Business Direct Displacements	0	34	2
Number of Business Displacements	0	35	2
Future Development Impacts (acres)	0	4	0
Environmental, Watershed, and Park Land Impacts (acres)	0	25	34
Cost - includes construction, ROW, utility relocation	0	\$399M	\$406M

Evaluation Category	No Build	Green Alignment	Red Alignment
Enhances Regional Mobility			
Satisfies Travel Demand			
Enhances Safety			
Supports Future Regional Economic Growth			

General Rating Scale				
Does not address criteria	Somewhat meets criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria

US 380 Feasibility Study Update

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Travel Demand Model Evaluation

2018
APPROX. AVG. DAILY VOLUME
36,000

NO BUILD - 2045 ESTIMATE
AVG. DAILY VOLUME
46,200
LEVEL OF SERVICE
F

2045 ESTIMATES

RED A & B
AVG. DAILY VOLUME
78,500
LEVEL OF SERVICE
B

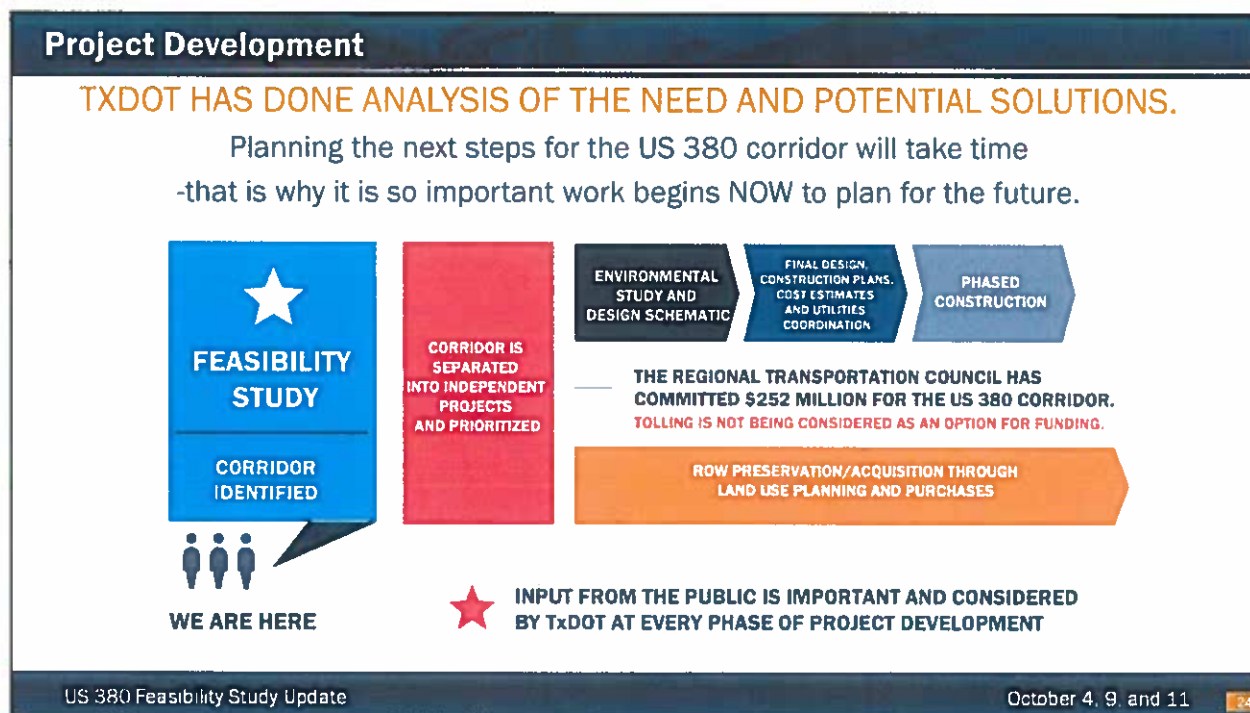
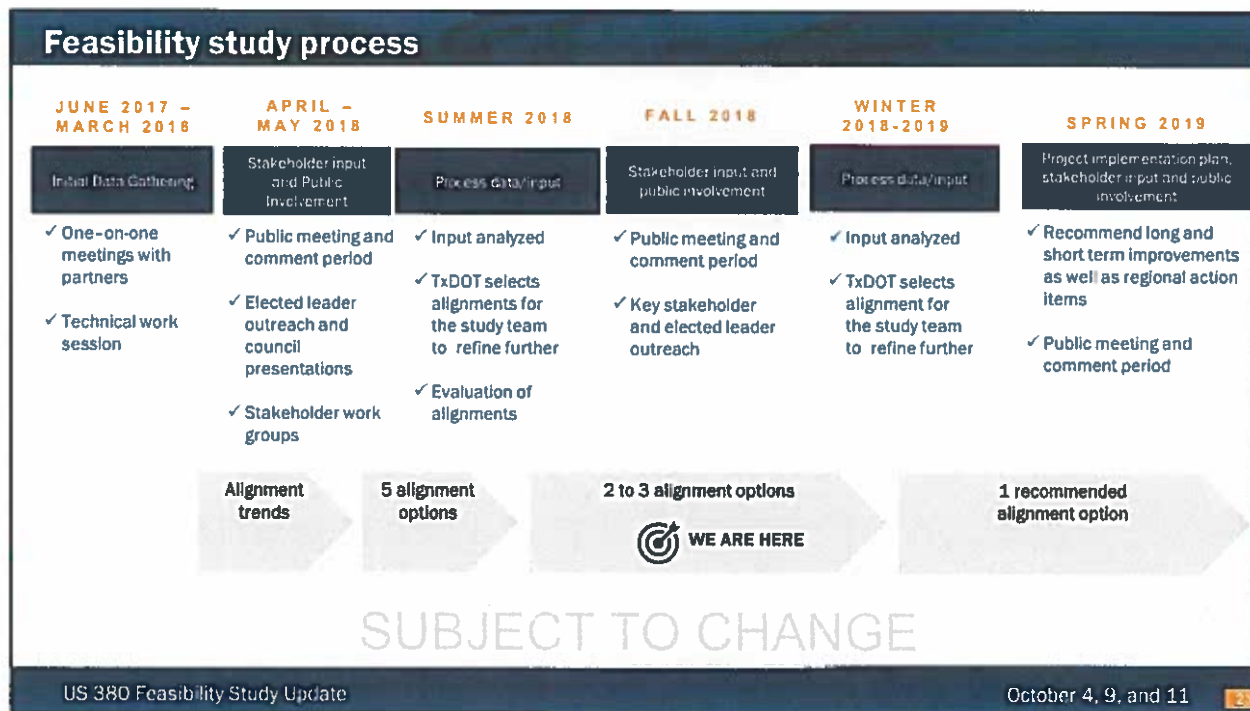
GREEN A
AVG. DAILY VOLUME
86,300
LEVEL OF SERVICE
B

GREEN B
AVG. DAILY VOLUME
90,200
LEVEL OF SERVICE
B

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Study Contacts



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US 380 Feasibility Study Update

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Thank you!



THANK YOU

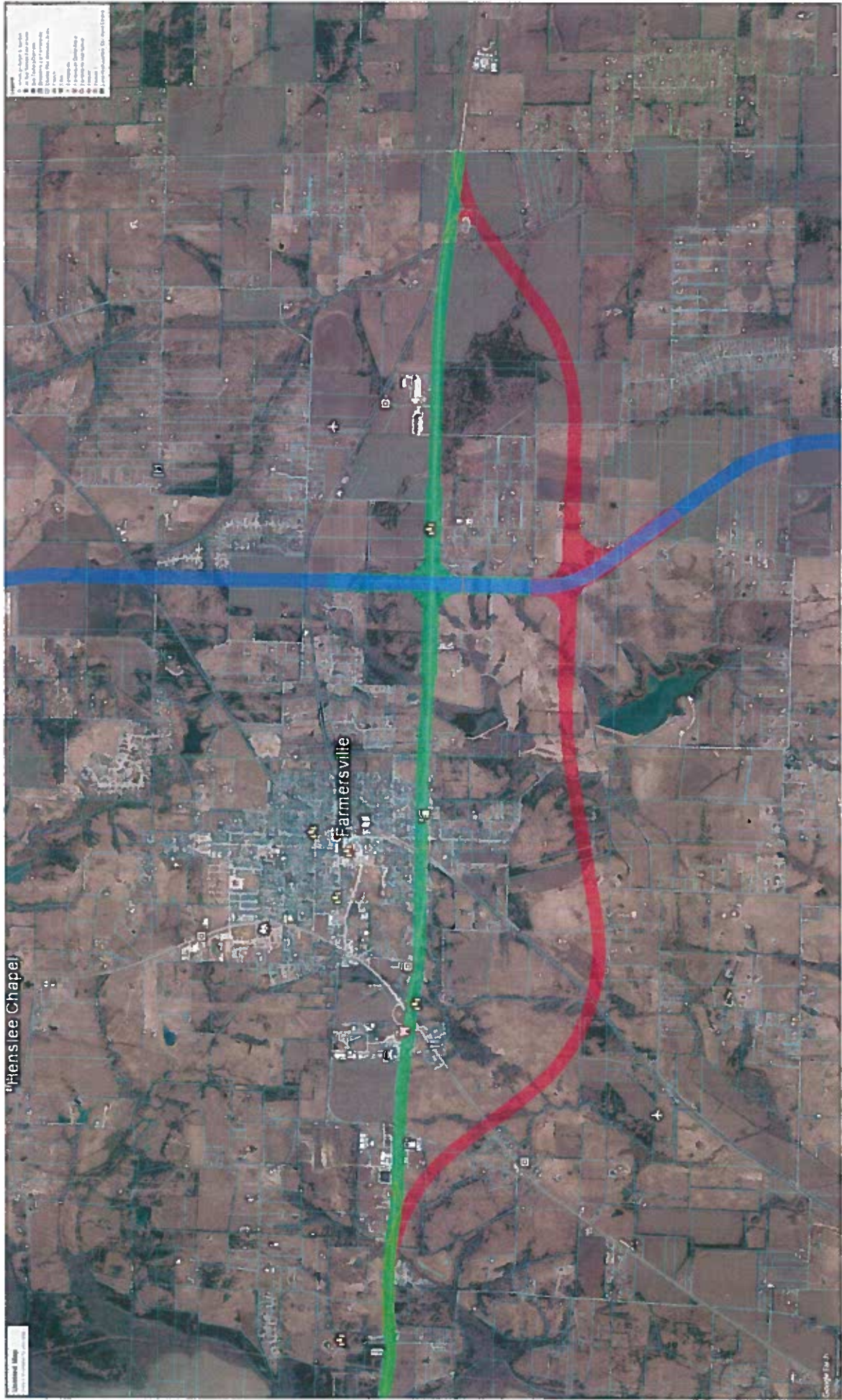
for taking time to provide input and
help shape the future of US 380 and
Collin County.

Visit Drive380.com for
study information and updates.

US 380 Feasibility Study Update

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Impacts Related to the US 380 Limited Access Roadway Options

Category	Alignment	
	Green/Current ROW Path	Red/Bypass
Number of Parcels Inside City	107	8
Number of Parcels Inside TIRZ	119	36
Number of Parcels Inside USACOE Land	2	2
Number of Parcels in Agricultural Use	33	39
Number of Houses Affected	24	5
Number of Commercial Establishments Affected	27	5
Number of Civic/Social Organizations Affected	1	0
Number of Churches Affected	3	0
Number of Schools Affected	0	0
Ad Valorem Tax Revenue Eliminated Per Year	73,514	937
Sales Tax Impact	41,922	5
Number of Jobs Impacted	63	0
City of Farmersville Utility Relocation Costs	846,911	0

Route Analysis Factors

Red Route Alternative: Southern Bypass Route

- Lowest adverse impact on
 - o Sales tax
 - o Ad valorem taxes for City
 - o Homes
 - o Commercial establishments
 - o Jobs
 - o Civic/Social organizations
 - o Churches
- Provides 2nd major east-west thoroughfare for City
- Creates desirable area for development between existing US 380 and southern bypass alternative
- Doubles the amount of four corner development areas especially at SH 78 and outer loop
- Provides additional access to both the Hwy 78 employment center and the East US 380 employment center
- Construction period would be least disruptive to Farmersville businesses
- Provides separation of local shopping traffic from through traffic and decreased traffic congestion within city limits
- Facilitates existing US 380 into significant local retail area
- Minimal impact on existing traffic patterns
- Longest path
- Diverts traffic farther away from downtown
- May result in need for some traffic dependent business to relocate over the long term
- Higher cost option
- May tend to split larger parcels or family farms

Green Route Alternative: Existing 380 Route

- Uses portion of existing US 380 Right of Way
- Traffic stays near historic downtown area
- Shorter, straighter route than southern bypass alternative
- Existing traffic dependent businesses stay in contact with high volume traffic
- Highest adverse impact on
 - o Sales tax
 - o Ad valorem taxes for City (possible increase in tax rate)
 - o Homes
 - o Commercial establishments
 - o Jobs
 - o Civic/Social organizations
 - o Churches
- Additional city utility relocation expense
- Potential tax revenue loss from City to TIRZ
- Negative impact on customer shopping for US 380 businesses during construction
- Doesn't improve transportation or access to proposed SH 78 employment center
- Potential limited access to service roads serving Farmersville businesses due to lack of interchanges
- Limited available commercially zoned land for reconstruction of retail
- Creates a potential barrier to north-south intra-city traffic flow

Agenda Section	Regular Agenda
Section Number	VII.H
Subject	Consider, discuss and act upon Resolution # R-2018-1023-002 regarding the sale of surplus weapons for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Resolution #R-2018-1023-002
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 a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2018-1023-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.**

WHEREAS, the Farmersville Police Department of the City of Farmersville has the following items of personal property that are surplus and not required for the City's foreseeable needs:

Glock Model 22 Gen 4 Serial #TUU562
Glock Model 22 Gen 4 Serial #TUU563
Glock Model 22 Gen 4 Serial #TUU564
Glock Model 22 Gen 4 Serial #TUU565
Glock Model 22 Gen 4 Serial #TUU566
Glock Model 22 Gen 4 Serial #TUU567
Glock Model 22 Gen 4 Serial #TUU568
Glock Model 22 Gen 4 Serial #TUU569
Glock Model 22 Gen 4 Serial #TUU570
Glock Model 21 Gen 1 Serial #EFY625
Glock Model 22 Gen 4 Serial #BADX789
Glock Model 22 Gen 4 Serial #BCSH964
Ruger Mini 14 .223 Serial #85-46789
Marlin Model 6060 .22 LR #0K017209
Mossberg 500A 12g Shotgun Serial #J857114
Mossberg 500A 12g Shotgun Serial #J857121
Mossberg 500C 20g Shotgun Serial #K162151
Winchester 1200 12g Shotgun Serial #L2352394

WHEREAS, the staff recommends the described items above be declared surplus property and sold to GT Distributors, Inc. with the net proceeds from the sale of these items being placed in the Police Department's Fund;

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property to GT Distributors, Inc. and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Police Department's Fund.

Section 3: EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of October, 2018.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VII.I
Subject	Consider, discuss and act upon Resolution # R-2018-1023-003 regarding the sale of surplus vehicles for the Police Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Resolution #R2018-1023-003
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 a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2018-1023-003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.**

WHEREAS, the Farmersville Police Department of the City of Farmersville has the following items of personal property that are surplus and not required for the City's foreseeable needs:

2006 White Ford Expedition, VIN 1FMPU15566LA24934, 147K Miles
2013 Black/White Chevrolet Tahoe, VIN 1GNLC2E05DR190637, 115K Miles;
and

WHEREAS, the staff recommends the described items above be declared surplus property and sold at auction with the net proceeds from the sale of these items being placed in the Police Department's Fund;

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD

The above described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property at auction and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Police Department's Fund.

Section 3: EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

[Remainder of page intentionally left blank.]

DULY PASSED AND APPROVED this the 23rd day of October, 2018.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Reading of Ordinances
Section Number	VII.J
Subject	Consider, discuss and act upon Resolution # R-2018-1023-004 regarding the renewal of the tax abatement guidelines.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 23, 2018
Attachment(s)	Resolution #R-2018-1023-004
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 # R-2018-1023-004**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, RENEWING AND EXTENDING THE TAX ABATEMENT GUIDELINES AND CRITERIA ADOPTED ON OR ABOUT MARCH 25, 2014; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City of Farmersville, Texas, to participate in tax abatement agreements; and

WHEREAS, the City of Farmersville, Texas, has previously elected to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, as amended, and intends to continue to participate in said tax abatements; and

WHEREAS, the City of Farmersville, Texas, will, on a case-by-case basis, give consideration to the granting of property tax incentives to eligible commercial, and industrial development projects; and

WHEREAS, the City of Farmersville, Texas, previously adopted Tax Abatement Guidelines and Criteria on or about March 25, 2014, to provide a guide for the evaluation of requested tax abatements; and

WHEREAS, the previously adopted Tax Abatement Guidelines and Criteria expired two years after its adoption; and

WHEREAS, the City Council of the City of Farmersville, Texas, is of the opinion that the Tax Abatement Guidelines and Criteria that was adopted in March, 2014 should be amended and readopted for an additional time period.

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

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

Section 2. The City Council hereby amends and readopts the "City of Farmersville, Texas, Tax Abatement Guidelines and Criteria" as attached hereto as Exhibit A. These adopted guidelines and criteria are effective for two (2) years until October 23, 2020.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this

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

Section 4. This Resolution shall take effective immediately upon its passage.

DULY PASSED AND RESOLVED, by the City Council of the City of Farmersville, Texas on this 23rd day of October, 2018

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Exhibit A

City of Farmersville, Texas Tax Abatement Guidelines and Criteria COMMERCIAL/INDUSTRIAL AREAS Effective March 25, 2014 Renewed and Extended October 23, 2020

I. GENERAL PURPOSE AND OBJECTIVES

The City of Farmersville is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Farmersville will, on a case by case basis, give consideration to providing tax abatement as a stimulus for economic development in Farmersville.

It is the policy of the City of Farmersville that said consideration will be provided in accordance with the procedures and criteria outlined in this document. According to Texas law, Property and Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, the City of Farmersville may grant a tax abatement on the increment in value added to a particular property for a specific development proposal which meets the economic goals and objectives of the City

The tax abatement shall not apply to any portion of the inventory, land value, or supplies of the project. Tax abatement may be offered on Improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant. Tax abatement will not ordinarily be considered for projects that would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement. Projects that are developed involving leased real property shall be governed under special terms and conditions, which may be set forth in the agreement governing specific tax abatements.

Nothing herein shall imply or suggest that the City of Farmersville is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis after approval of submitted application.

II. CRITERIA FOR TAX ABATEMENT

Any request for tax abatement shall be reviewed by the City Council. The Council's considerations shall be based upon a subjective evaluation of the

following criteria which each applicant must address in narrative format in the Application for Tax Abatement and the Tax Abatement Questionnaire.

- A. A breakdown of types and numbers of jobs along with total annual payroll.
- B. A summary of real and personal property value added to the tax roll; direct sales tax generated from purchases by the applicant; community and applicant investment in Infrastructure; projected annual facility budget; whether or not the applicant proposes new construction, rehab or reuse of existing facilities, or some combination. This information must be provided in sufficient detail to accommodate an analysis of the fiscal impact on the community.
- C. A summary of the relocation of employees and projections of employment from the local or regional labor market including any plans for the enhancement of locally hired job skills and the resultant wage earnings capacity.
- D. Description of the project's environmental impacts from operation including impacts to air, water, and noise.

III. VALUE OF INCENTIVES

The subjective criteria outlined in SECTION II will be used by the City Council in determining whether or not it is in the best interests of the taxing entity to offer tax abatement to a particular applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Once a determination has been made that tax abatement should be offered, the value and term of the abatement will be determined by referencing the following table:

INCREASED VALUE OF OF STRUCTURE, PERSONAL PROPERTY, AND VALUE OF ANNUAL PAYROLL	YEARS OF ABATEMENT	PERCENT OF ABATEMENT
\$5,000,001 - \$20,000,000	Up to 5 years	Up to 50 percent
\$2,000,001 - \$5,000,000	Up to 4 years	Up to 50 percent
\$500,000 - \$2,000,000	Up to 3 years	Up to 50 percent

An additional number of years of abatement or an increased percentage of abatement may be granted to a project, subject to negotiation with the City, if the applicant meets one (1) or all of the following criteria:

- A. The applicant is an existing business in the City of Farmersville which is expanding its operation; for these expansions, the City Council may also choose to consider a tax abatement based on threshold values of new structures, personal property, and the value of annual payroll that are fifty (50) percent of the values listed in the chart above;
- B. The applicant presents a plan consistent with that established by the Equal Employment Opportunity Commission for the local hiring of the disadvantaged and under-employed persons in Farmersville; and/or
- C. The applicant meets certain unique circumstances as specified in the tax abatement agreement.

Tax abatement shall become effective January 1 of the calendar year immediately following the issuance of a certificate of occupancy; however the City may delay the first year of tax abatement until January 1 of the second calendar year immediately following the issuance of a certificate of occupancy when deemed appropriate.

IV. PRELIMINARY APPLICATION STEPS

- A. Applicant shall complete the City of Farmersville Tax Abatement Questionnaire which shall be considered by the City Council as the basis for granting tax abatement and which shall be used in the preparation for any subsequent Tax Abatement Agreement.
- B. Applicant shall address all criteria questions outlined in SECTION II, above, in narrative format.
- C. Applicant shall provide a plat, site plan or map showing the precise location of the property, all roadways and existing zoning within five hundred feet (500') of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete and submit all forms and information detailed in items A through E above to the City Manager, City of Farmersville, 205 South Main Street, Farmersville, TX 75442.

V. APPLICATION REVIEW STEPS

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

- B. The application package will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- C. Copies of the complete application package and staff comments will be provided to the City Council

VI. CONSIDERATION OF THE APPLICATION

- A. The City Council may consider a resolution calling for a public hearing to consider establishment of a tax abatement zone.
- B. The City Council may hold the public hearing and determine whether the project is feasible and practical and would be of benefit to the land to be included in the zone and to the municipality."
- C. The City Council may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone with approval requiring a majority vote at a regularly scheduled meeting.
- D. The City Council shall request that the governing bodies of Collin County and Collin County Community College District consider adoption of and participation in the tax abatement agreement between the City of Farmersville and the applicant.

VII. AMENDMENTS TO THIS POLICY STATEMENT

The policy statement adopted herein shall not be amended or repealed except by three-fourths ($\frac{3}{4}$) majority vote of the City Council.

VIII. EFFECTIVE DATE

The policy statement adopted herein became effective as of March 25, 2014, and was amended and readopted on October 23, 2018, and shall be and remain effective through October 23, 2020, unless otherwise repealed by a three-fourths ($\frac{3}{4}$) majority vote of the City Council.

TIME LINE GRANTING TAX ABATEMENT

DATE	ACTION TO BE TAKEN
<i>Initial presentation</i>	<i>Council to consider terms of Tax Abatement Agreement</i>
<i>Council Meeting</i>	<i>Adopt Resolution # XX Calling for Public Hearing to consider adopting reinvestment zone for the granting of a tax abatement. Only if property is <u>not</u> within an existing reinvestment zone.</i>
<i>Approx 14 days prior to Public Hearing</i>	<i>Send Notice of Public Hearing to Farmersville Times for publication at least 7 days prior to hearing. Only if property is <u>not</u> within an existing reinvestment zone.</i>
<i>Approx 10 days prior to Public Hearing</i>	<i>Send letters with notice at least 7 days prior to hearing to all taxing entities (F.I.S.D., Collin County Commissioners, and Collin Co Community College District) that City of Farmersville is considering establishing a reinvestment zone for the purpose of granting tax abatement. Only if property is <u>not</u> within an existing reinvestment zone.</i>
<i>Public Hearing and, if desired, Adoption of Reinvestment Zone</i>	<i>Public Hearing regarding the adoption of Reinvestment Zone for Tax Abatement. Adoption of Resolution creating Reinvestment Zone may be done at this time. Only if property is <u>not</u> within an existing reinvestment zone.</i>
<i>Approx 10 days prior to adoption of Abatement Agreement at a regularly scheduled Council meeting</i>	<i>Send Notice of Intent to Execute Tax Abatement Agreement to all taxing entities along with Agreement at least 7 days prior to adoption.</i>
<i>Council Meeting (regularly scheduled)</i>	<i>Adoption of Ordinance for Tax Abatement Agreement</i>
<i>ASAP after adoption</i>	<i>Executed Ordinance and Agreement is forwarded to Collin County Commissioners Court via registered mail and to Collin County CCD via registered mail. Give attention to which has the earliest regularly scheduled meeting.</i>
<i>Collin County Commissioner's Court meeting</i>	<i>Collin County considers for adoption Tax Abatement on same terms as granted by City of Farmersville</i>
<i>Collin College Trustee meeting</i>	<i>Collin College District considers for adoption Tax Abatement on same terms as granted by City of Farmersville</i>
<i>On completion of improvements</i>	<i>Tour of facilities so that Certification of Completion may be issued. Certificate is attached to Ordinance and Agreement and forwarded to Central Appraisal District of Collin County.</i>
<i>January 1 of year following execution of abatement</i>	<i>Entity applies to Central Appraisal District of Collin County for property tax abatement exemption. Deadline Is May 1. To be renewed, application must be filed in each of the abatement's terms. Send courtesy letter reminding entity of same.</i>
<i>Date to be determined</i>	<i>File Tax Abatement Zone with TX Department of Economic Development</i>
<i>March 31 of following year</i>	<i>City to report reinvestment zone to Comptroller of Public Accts.</i>

CITY OF FARMERSVILLE

TAX ABATEMENT QUESTIONNAIRE

1. Name, title, address, telephone and fax number of entity applying for tax abatement:

This entity is referred to as the "applicant" of the project for the remainder of this questionnaire.

2. Name, title, address, telephone and fax number of applicant's representative:

3. Form of organization of applicant (check one):

☐ corporation ☐ sole proprietorship ☐ other
☐ partnership ☐ joint venture

4. Location of property/project, street address:
(attach map, site plan, or plat)

5. Project Site:

- (a) Indicate approximate acreage of land and square feet of buildings to be constructed and/or renovated;
- (b) Identify existing buildings or structures;
- (c) Identify present use of project site; and
- (d) Identify current ownership of project site.

6. If the applicant is not the owner of the project site, does the applicant lease or intend to lease the project site or any buildings on the site?
7. Does the project include the construction of any new buildings?
If yes, indicate the number, square footage, type and estimated construction cost.
8. Describe the expansion, addition or renovation of any existing buildings including the square footage and estimated construction cost.
9. Describe the intended use or type of business to be conducted on the project site.
10. If any portion of the project site is available for lease, indicate the total square footage of available lease space, the amount of square footage under lease to any tenant or proposed tenant, and the use or type of business to be conducted by such tenants.
11. Has construction work begun on this project?
If yes, indicate the percentage of completion:
12. Indicate average daily consumption of water, as well as the peak demand in gallons per minute, and the time of day and length of time peak demand requirements need to be met.
13. Indicate average daily discharge of wastewater, as well as the peak flow in gallons per minute and the time of day and length of time peak demand requirements need to be met. Also provide a chemical analysis of wastewater.
14. Describe any public infrastructure improvements needed to serve the project site including streets, water, sewer, or other City services.
15. Indicate the number and type of jobs to be created as well as the proposed annual payroll.

16. State the estimated value of tangible personal property to be added to the project site:
 - (a) Furniture and fixtures: \$
 - (b) Machinery and equipment: \$
 - (c) Inventory: \$
 - (d) Supplies: \$
 - (e) Fixed assets: \$
 - (f) Other: \$
17. Indicate the length of time and the percentage of tax abatement requested.
18. Attach an audited financial statement or other information sufficient for the City to determine the financial status or viability of the applicant.
19. Is project site properly zoned for the intended use(s)?
If no, indicate any requested zoning changes and/or variances required:
20. If the project site must be rezoned for the intended use(s), will the new zoning be compatible with the surrounding properties and be consistent with the Comprehensive Plan of the City?
21. In order for the applicant to be successful in securing tax abatement, the applicant must show the proposed improvements will result in creation of a substantial number of jobs for low to moderate income persons; emphasis should be placed on non-agricultural enterprises and on low water usage and it must be shown that tax abatement will result in a substantial economic stimulus to the City of Farmersville and the surrounding area. With these thoughts in mind, please submit a summary of why the proposed project should be granted tax abatement. (Attach additional pages as necessary.)

VIII. EXECUTIVE SESSION

IX. RECONVENE FROM EXECUTIVE SESSION

X. Requests to be Placed on Future Agendas

XI. Adjournment