



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
November 13, 2018, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed on Thursday, November 22, and Friday, November 23 for the Thanksgiving Holiday.
 - The Planning & Zoning Commission meeting has been moved to Thursday, November 29 due to the holiday.
 - On November 29, 2018 from 10:30-11:30 the City will show a webinar of "How to Advocate for Your City" in the Council Chambers.

II. PUBLIC COMMENT

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.

III. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Special Meeting Minutes 9-20-18

- B. City Council Meeting Minutes 9-25-18
- C. Police Department Report
- D. Code Enforcement/Animal Control Report
- E. Fire Department Report
- F. Municipal Court Report
- G. Warrant Officer Report
- H. Public Works Report
- I. Library Report
- J. City Manager's Report

IV. INFORMATIONAL ITEMS

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

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

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Financials
 - 2. Possible Council Liaison Report
- D. Main Street Main Street Board
 - 1. Possible Council Liaison Report
- E. Planning & Zoning Commission
 - 1. Minutes

2. Possible Council Liaison Report

F. Building & Property Standards Commission

1. Possible Council Liaison Report

G. Texoma Housing Authority

1. Agenda and documents

V. READING OF ORDINANCES

- A. Consider, discuss and act upon the second reading of Ordinance #O-2018-1023-001 regarding a curfew for minors under seventeen (17) years of age.

VI. REGULAR AGENDA

- A. Presentation by TxDOT and discussion regarding the U.S. Highway 380 project.
- B. Consider, discuss and act upon Development Agreement between the City of Farmersville and III TO I FARMERSVILLE MP, LP, a Texas limited partnership, acting by and through III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, its General Partner, acting by and through III:I Property Management, L.L.C., a Texas limited liability company.
- C. Consider, discuss and act upon Development Agreement between the City of Farmersville and Listocon for a Concrete Batch Plant.
- D. Consider, discuss and act upon purchasing a CID vehicle for the police department.
- E. Consider, discuss and act upon the resignation and replacement of Sarah Jackson-Butler from the Planning & Zoning Commission.
- F. Consider, discuss and act upon the resignation and replacement of Mary Berry from the Main Street Board.
- G. Consider, discuss and act upon an interlocal agreement with Collin County for jail services.
- H. Consider, discuss and act upon an interlocal agreement with Collin County for ambulance services.
- I. Consider, discuss and act upon Resolution #R-2018-1113-001 regarding the designation of the newspaper for City notices.
- J. Consider, discuss and act upon information concerning the TIRZ boundaries.
- K. Discussion regarding development review processes and city infrastructure inspection processes.
- L. Consider, discuss and act upon the recommendation and bid tabulations for Rike Street Construction Project TxCDBF Contract No. 7217129.
- M. Consider, discuss and act upon the review and possible changing of the noise ordinance.

- N. Update on Hamilton Street.
- O. Consider, discuss and act upon repairs to Murchison Street.

VII. EXECUTIVE SESSION

- A. Discussion of Matters Permitted by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
 - 1. Consultation with City Attorney regarding pending or contemplated litigation and possible settlement offer:
 - a. United States Department of Justice.

VIII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY:

- A. Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
 - 1. Pending or contemplated litigation and possible settlement offer:
 - a. United States Department of Justice.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

X. ADJOURNMENT

Dated this the 9th day of November, 2018.



Jack Randall Rice, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted November 9, 2018 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



I. Preliminary Matters

NOVEMBER 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
				City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am
4	5	6	7	8	9	10
	Main Street Meeting 4:45 pm (Cancelled) FCDC (4B) Meeting 5:45 pm (Cancelled)			P&Z Special Meeting		
11	12	13	14	15	16	17
	City Offices Closed - Veterans Day	City Council Meeting 6:00 pm		FEDC (4A) Meeting 6:30 pm		
18	19	20	21	22	23	24
		Municipal Court 9:00 am		City Offices Closed - Thanksgiving	City Offices Closed - Thanksgiving	
25	26	27	28	29	30	
	FCDC (4B) Meeting 5:45 pm	City Council Meeting 6:00 pm (Cancelled)		Building & Property Standards Meeting 6:00pm P&Z Meeting Special Meeting 6:30 pm (Moved due to Holiday)		

DECEMBER 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Farmers & Fleas 9:00 am
2	3	4 Municipal Court 9:00 am	5	6 City Amenities Board Meeting 4:15 pm Stay Open/Shop Late Downtown	7 Treats for Tatum	8 Chamber of Commerce Christmas Parade 7:00 pm
9	10 Main Street & FCDC (4B) Training Workshop	11 City Council Meeting 6:00 pm	12	13 Stay Open/Shop Late Downtown	14	15
16	17 P&Z Meeting 6:30 pm	18 Municipal Court 9:00 am	19	20 FEDC (4A) Meeting 6:30 pm Stay Open/Shop Late Downtown	21	22
23	24 City Offices Closed - Holiday	25 City Offices Closed - Holiday	26	27 Building & Property Standards Meeting 6:00pm (Cancelled due to Holiday's)	28	29
30	31					

January 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		City Offices Closed – New Year's Day		City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am
6	7	8	9	10	11	12
		City Council Meeting 6:00 pm				
13	14	15	16	17	18	19
	Main Street Meeting 4:45 pm FCDC (4B) Meeting 5:45 pm		First Day for Filing Application for place on ballot (City Council)	FEDC (4A) Meeting 6:30 pm		
20	21	22	23	24	25	26
	City Offices Closed – MLK Day	City Council Meeting 6:00 pm		Building & Property Standards Meeting 6:00pm		
27	28	29	30	31		
	P&Z Special Meeting 6:30 pm (moved due to Holiday)					

February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Farmers & Fleas 9:00 am
3	4	5	6	7 City Amenities Board Meeting 4:15 pm	8	9
10	11 Main Street Meeting 4:45 pm FCDC (4B) Meeting 5:45 pm	12 City Council Meeting 6:00 pm	13	14	15	16
17	18 City Offices Closed – Presidents' Day	19	20	21 FEDC (4A) Meeting 6:30 pm	22	23
24	25 P&Z Meeting Special Meeting 6:30 pm (Moved due to Holiday)	26 City Council Meeting 6:00 pm	27	28 Building & Property Standards Meeting 6:00pm		



How to Advocate for Your City

November 29
10:30-11:30 a.m.
Webinar



To successfully tell your city story, it's important to create a culture of enhanced public engagement. This requires a focused effort to educate state and federal legislators, the media, and your residents about the services, solutions, and partnerships found in your city. In this one-hour webinar, you'll learn how to stay informed, educate while you advocate, continuously build relationships, and relentlessly defend your community.

About the Speakers:

Shanna Igo, Deputy Executive Director of Policy Development and Legislative Services, Texas Municipal League

Shanna is the Deputy Executive Director for Policy Development and Legislative Services for the Texas Municipal League where she coordinates and implements the legislative policy program for the 1,158 member cities and their mayors and councilmembers. She has been with the League for 30 years. Prior to TML, she worked in the Texas Senate as a legislative aide and as the Committee Director for the Senate State Affairs Committee.

Monty Wynn, Assistant Director of Legislative Services, Texas Municipal League

Monty Wynn is the assistant director of legislative services for the Texas Municipal League where he helps coordinate and implement the legislative policy program for the 1,158 member cities and their mayors and councilmembers. He has been with TML for twelve years. Prior to TML, Monty worked for two state comptrollers, was the committee director for the House Public Education Committee, and served as the chief of staff to two senators.

Bill Longley, Legislative Counsel, Texas Municipal League

Bill Longley graduated from the University of Richmond in 2004 with a degree in political science and sociology. In 2007, he received his law degree from the University of Texas School of Law. Bill worked as a law clerk at TML while in law school. Prior to joining the TML Legal Department, Bill served as an Assistant Attorney General in the Open Records Division of the Office of Attorney General. In his ten years at TML, Bill has worked on a variety of legal and legislative issues as they relate to Texas cities. He co-authored the *TML Revenue Manual* and *TML Economic Development Handbook*, and has spoken on numerous topics, with a focus on economic development, municipal revenue, open government, and elections.

General Information

When: Thursday, November 29

Time: 10:30-11:30 a.m. (central)

Cost: \$65 (per computer connection)

Registration: The fee is **\$65** for TML member cities. Each paid registration gives you one computer connection to the webinar. You may not share your access information; however, colleagues may view the live webinar in the room with you. Registration is limited to 85 connections, so register early to ensure your spot.

There is only one way to register—online with a credit card payment. Payment and a valid email address are required to register. Please note that the viewing instructions will be sent via email to the person who is registered for the webinar.

You must register by **November 21** to participate in the webinar. No registrations will be accepted after that time, due to the process required to confirm your participation. If you are registered and cannot attend, we encourage you to provide a substitute. If you cannot find a substitute, please email your cancellation request to acct@tml.org by **November 21**. **No refunds will be honored after this date.**

Instructions: Participation instructions will be emailed on **Monday, November 26**. **If you do not receive your login instructions by November 27**, please contact webinar@tml.org (<mailto:webinar@tml.org>).

Questions: Please contact the TML Conferences and Training Services Department at 512-231-7400 or webinar@tml.org (<mailto:webinar@tml.org>).

Registration Information:

Registration Online (http://members.tml.org/web/Online/custom_pages/affiliateregistration.aspx?EventKey=M1140)

Texas Municipal League 1821 Rutherford Lane, Suite 400 Austin, Texas 78754 512-231-7400 Terms & Conditions of Use (/p/TML%20Website%20Terms%20and%20Conditions%20of%20Use_7%2030%2013_SH.pdf)
(</p/10reasonsTMLAssociate.pdf>)



(<http://www.facebook.com/TexasMunicipalLeague>)



(http://www.twitter.com/TML_Texas)



(https://www.instagram.com/tml_texas)

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	NA

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Special Meeting Minutes 9-20-18
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	City Council Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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



**FARMERSVILLE CITY COUNCIL
SPECIAL SESSION MINUTES
For
September 20, 2018, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst, Michael Hesse and Todd Rolen were all present. City staff members Ben White, Sandra Green, Rick Ranspot, Mike Sullivan, Kim Morris, Daphne Hamlin, Reagan Rothenberger and City Attorney Alan Lathrom were also present.
- Prayer was led by Rick Ranspot, Farmersville Warrant Officer, followed by the pledges to the United States and Texas flags.

II. READING OF ORDINANCES

- A. Consider, discuss, and act upon Ordinance #2018-0920-001 adopting and approving the budget for FY 2018-2019.
- Motion to adopt and approve the budget for FY 2018-2019 made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor
- B. Consider, discuss, and act upon Ordinance #2018-0920-002 adopting the FY 2018-2019 tax appraisal roll.
- Mayor Rice read the caption of the Ordinance as shown.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE FISCAL YEAR 2018 – 2019 TAX APPRAISAL ROLL FOR THE CITY OF FARMERSVILLE, TEXAS; PROVIDING FOR SEVERABILITY; REPEALING ALL PRIOR

ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

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

- Motion to approve the fiscal year 2018-2019 tax roll made by Mike Hurst
- 2nd to approve was Donny Mason
- All council members voted in favor

C. Consider, discuss, and act upon Ordinance #2018-0920-003 adopting the tax rate for FY 2018-2019.

- Michael Hesse stated he moved that the property tax rate be increased by the adoption of a tax rate of 0.750000, which is effectively a 2.09 percent increase in the tax rate.
- 2nd to approve was Todd Rolen
- All council members voted in favor

D. Consider, discuss, and act upon Ordinance #2018-0920-004 adopting the General Obligation Bond Series 2012 annual budget for FY 2018-2019.

- Motion to approve made by Donny Mason
- 2nd to approve was Todd Rolen
- All council members voted in favor

E. Consider, discuss, and act upon Ordinance #2018-0920-005 adopting the General Obligation Bond Series 2017 annual budget for FY 2018-2019.

- Motion to approve made by Todd Rolen
- 2nd to approve was Michael Hesse
- All council members voted in favor

III. REGULAR AGENDA

A. Consider, discuss and act upon the Planning & Zoning recommendation regarding the Final Plat for Camden Park Phase 1.

- Ben White stated the Council had a new letter from Daniel & Brown stating the infrastructure was 100% completed, including the moving of the lift station and pouring of the concrete.

- Todd Rolen asked if everything that was brought up, like the grates, were addressed since the last meeting.
 - Ben White stated that everything that has to do with the City's infrastructure has been completed and approved by the engineer.
 - Motion to approve made by Mike Hurst
 - 2nd to approve was Donny Mason
 - All council members voted in favor
- B. Consider, discuss and act upon the Planning & Zoning recommendation regarding the Final Plat for Camden Park Phase 2.
- Motion to approve made by Mike Hurst
 - 2nd to approve was Donny Mason
 - All council members voted in favor
- C. Consider, discuss and act on the recommendation from the Farmersville Community Development Board regarding the Professional Services Contract for Main Street Manager.
- Ben White stated the contract has gone before and approved by the Farmersville Community Development Commission (4B). He explained the board requested a change in the number of members for the board. They wanted to add two new members to make it a total of seven.
 - Craig Overstreet asked how the Mayor felt about the contract.
 - Mayor Rice stated he was for the Main Street and appreciates the FCDC funding the Main Street Manager.
 - Craig Overstreet agrees with the Mayor. He explained he wanted to leave it to five members and strike the rest of the sentence that states, "and at least four (4) shall be a building or business owner from the Central Area in order to reflect the downtown's interest". He would like the Council to maybe increase the members when new members are chosen in the May or June timeframe.
 - Mayor Rice stated he agreed with the timing of the increase of members.
 - Mike Hurst said they needed to leave the board as they were appointed until May of 2019 and then Council could see how the board is operating at that time. He was in favor of Mr. Rothenberger running his office and having him answer to the City Manager. For the Main Street program to be run effectively Mr. Rothenberger needs to have control of what is happening and he does not need outside interference from outside sources.
 - Michael Hesse agreed with Mike Hurst and stated he does not necessarily feel the board needed seven members.

- Motion to approve with changes as requested made by Craig Overstreet
- 2nd to approve was Mike Hurst
- All council members voted in favor

D. Discussion regarding whether the Planning & Zoning Commission should review items related to Specific Use Permits and specific requirements for industrial zoning districts.

- Craig Overstreet stated City staff polled other cities to see what they did in regards to Specific Use Permits. All cities the size of Farmersville have batch plants under Specific Use Permits. He believes there are reasons why those cities, large and small, similar to Farmersville require them. He would be open to a longer term, but he believes that an SUP should remain. He would like to see what 4A and the Planning & Zoning Commission would suggest.
- Mike Hurst stated he felt the people who own the batch plants know they will have so many years under a Specific Use Permit. He thinks the industrial park needs to be pleasing to the citizens of the City and we do not want them to do whatever they want. He remembers what has been discussed as being a 15 to 20 year SUP with a renewal. He explained if they were successful, they would not want to leave. The success of Farmersville was going to depend on the growth and he felt that an SUP should be in place.
- Donny Mason agreed with Mike Hurst.
- Mayor Rice stated when Planning & Zoning places a term limit on the SUP the Council would need to understand the terms of the SUP. He stated he was neither for nor against the SUP because he does not have that much experience with them.
- Ben White announced that Martin Marietta was interested in purchasing an 85 acre tract for a concrete batch plant and asphalt plant. He explained they have too much money at stake and if an SUP was placed on them they would stay in the county. He said things change and the world we live in today has changed because we have no annexation rights. The facilities would stay in the county and operate as they are if they do not come into the City. The other two batch plants said if they do not have 30 years or greater term on the SUP they would not receive the value out of their asset and they would stay in the county. He explained if they stay in the county the City would not be able to annex them. He said in the past, cities have had the ability to annex, but unfortunately the annexation laws have changed. We

would have no need to serve them with water or sewer because they would not be in the City. They could dig a well or go to Caddo Basin. They would have to plat and that would hold them up a little. He explained they could be a part of the TIRZ area and they could work with the FEDC (4A). He explained they would have to have a compelling reason to come into the City. They would build it the cheapest way they could, with no screening and no improvements to the roads if they stayed in the county. It is possible they could make a decision to come into the City because of our water, our TIRZ and our FEDC.

- Mike Hurst asked if Ben White had any assurances they would come into the City if an SUP was not required.
- Ben White stated he could not make any assurances of whether they would come into the City or not. He suggested sending the item to the Planning & Zoning Commission for discussion and review.
- Mike Hurst asked if Council sent the topic to the Planning & Zoning Commission could they change the ordinance to reflect façade requirements and landscaping.
- Alan Lathrom stated sending it to the Planning & Zoning Commission would allow them to determine if they wanted to have a Specific Use Permit process or leave the Ordinance the way it is.
- City Council recommended sending the topic to the Planning & Zoning Commission for review.

IV. EXECUTIVE SESSION

- Mayor Rice read the statement below and said the Council would enter executive session at 6:48 p.m.
- A. Discussion of Matters Permitted by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
1. Consultation with City Attorney regarding laws and potential litigation issues applicable to cemeteries and plats and possible settlement agreement with the Islamic Association of Collin County regarding the plat of the cemetery proposed by the Islamic Association of Collin County in the City's extraterritorial jurisdiction.

V. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE

- Mayor Rice stated the City Council would reconvene from Executive Session at 7:19 p.m.

- A. Consider, discuss and act on a proposed settlement agreement with the Islamic Association of Collin County regarding the plat of the cemetery proposed by the Islamic Association of Collin County.
- Motion to approve the settlement agreement with the Islamic Association of Collin County regarding the plat of the cemetery proposed by the Islamic Association of Collin County made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor
- B. Consider, discuss and act upon a Motion to Reconsider the City Council's prior decision to disapprove a recommendation from the Planning and Zoning Commission regarding a preliminary plat of the cemetery proposed by the Islamic Association of Collin County in the City's extraterritorial jurisdiction.
- Motion to reconsider the City Council's prior decision to disapprove a recommendation from the Planning & Zoning Commission regarding a preliminary plat of the cemetery proposed by the Islamic Association of Collin County in the City's extraterritorial jurisdiction and reinstate the preliminary plat made by Craig Overstreet
 - 2nd to approve was Donny Mason
 - All council members voted in favor
- C. Consider, discuss and act upon a recommendation from the Planning and Zoning Commission regarding a preliminary plat of the cemetery proposed by the Islamic Association of Collin County in the City's extraterritorial jurisdiction.
- Motion to waive any and all time restrictions or limitations and approve the preliminary plat of the cemetery proposed by the Islamic Association of Collin County in the City's extraterritorial jurisdiction as recommended by the Planning & Zoning Commission subject to the conditions spelled out in the settlement agreement by and between the City of Farmersville and the Islamic Association of Collin County made by Craig Overstreet
 - 2nd to approve was Todd Rolen
 - All council members voted in favor

VI. ADJOURNMENT

Meeting was adjourned at 7:23 p.m.

APPROVE:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Council Meeting Minutes 9-25-18
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	City Council Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
September 25, 2018, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Donny Mason, Mike Hurst, Michael Hesse and Todd Rolen were all present. City staff members Ben White, Sandra Green, Rick Ranspot, Mike Sullivan, Kim Morris, Daphne Hamlin, Reagan Rothenberger and City Attorney Alan Lathrom were also present.
- Prayer was led by Tony Linson, Blue Ridge Church of Christ, followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - The FEDC (4A) meeting has been moved to Thursday, September 27, 2018 at 6:00 p.m.
 - Old Time Saturday will be on Saturday, October 6, 2018.
 - Early Voting for the November Elections will be held in the Council Chambers on Monday, October 22, 2018 through Friday, October 26, 2018 from 8:00 a.m. – 5:00 p.m. and on Saturday, October 27, 2018 from 7:00 a.m. – 7:00 p.m.
 - The Trick-It-Up Bike Ride will be held on Saturday, October 27, 2018 at 9:00 a.m.
 - Scare on the Square will also be on Saturday, October 27, 2018.

II. PUBLIC COMMENT

- Lance May who resides at 119 College Street addressed the Council and stated he was a representative from the Webelos Cub Scouts in Farmersville. He introduced some of the boys and they read letters. The first young man stated

they were working on their leadership patches, while the other young man asked the City Council to repair the road where the J.W. Spain Complex was located.

III. CONSENT AGENDA

- A. City Council Minutes 8-28-18
- B. City Council Special Meeting Minutes 9-17-18
- C. City Financial Report
 - Craig Overstreet pulled the City Financial Report.
 - Motion to approve items A and B made by Todd Rolen
 - 2nd to approve was Donny Mason
 - All council members voted in favor
 - Craig Overstreet asked Daphne Hamlin a question regarding the Fire Department fund and wanted to know if the money left in one of the accounts was for the brush truck.
 - She stated it was.
 - Motion to approve made by Michael Hesse
 - 2nd to approve was Craig Overstreet
 - All council members voted in favor

IV. INFORMATIONAL ITEMS

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Financial Report
 - 2. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Financial Report
 - 2. Possible Council Liaison Report
- D. Main Street Main Street Board
 - 1. Possible Council Liaison Report
- E. Planning & Zoning Commission
 - 1. Possible Council Liaison Report

F. Building & Property Standards Commission
1. Possible Council Liaison Report

- Council had not comments or reports to give.

V. **READING OF ORDINANCES**

- A. Consider, discuss and act upon the first and only ready of Ordinance #O-2018-0925-001 regarding an update to the Master Fee Schedule for a water increase.

- Mayor Rice read the caption of the Ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-2, "WATER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-2 THAT IS ALSO ENTITLED "WATER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF WATER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

- Ben White stated the water fund had been down. The base rate was being proposed to be moved to \$25.25. He stated that amount was in the middle of what other cities in the area were charging.
- Craig Overstreet asked when the last rate change took effect.
- Ben White stated it was 2012 or 2013 and that was not counting the rate change for what the North Texas Municipal Water District charges the City.
- Craig Overstreet asked Daphne how much we were down this past year.
- Daphne stated \$190,000.00. She explained if the City increased the water rate it should increase the revenues by \$225,000 which would balance the budget.
- Craig Overstreet asked if the commercial business would be affected.
- Ben White stated they would be affected as well, but the rate was based on their meter size.
- Craig Overstreet asked when the NTMWD would give us their numbers for rate increase.
- Daphne Hamlin stated we received the numbers in August.
- Ben White explained the take or pay and how the City is charged whether we use the water we have to buy or not. He explained right now we only use about 50% of the water we purchase. He stated when Camden Park

comes on board our take or pay will change a little. He said the City pays attorney fees to help fight for us at the Public Utility Commission.

- Mike Hurst asked what the deficit was and how much it would be to break even.
- Ben White stated he placed extra in the budget to fix the water infrastructure that needed to be fixed. He explained that some of the galvanized lines need to be fixed now.
- Mike Hurst again asked how many gallons it would be to become even on the take or pay.
- Ben White stated he provides the information in the public works report every month.
- Craig Overstreet asked when the new rates would take effect.
- Michael Hesse stated he tries to look out for the people who are on a fixed income. He knows that rate increases affect them the most. He is wanting them to not get charged any more if they do not use more water than usual.
- Ben White stated we have lost \$190,000 this year on the water fund. He stated the rate on the amount of water being used has not gone up. The only rate that would change is the base rate.
- Michael Hesse stated he wanted to know how much we would be charging for commercial and industrial.
- Ben White stated comparisons show we are in line with other cities.
- Randy Rice stated the City needed the rate change in order for the water department to pay for itself.
- Ben White stated he would bring this comparison back to the City each year.
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Mike Hurst, but then withdrew his 2nd
 - Motion failed due to lack of second.

VI. REGULAR AGENDA

- A. Consider, discuss and act upon Resolution #R-2018-0925-001 to deny Texas-New Mexico Power Company's Application to change rates within the City.
- Motion to approve made by Craig Overstreet
 - 2nd to approve was Donny Mason
 - All council members voted in favor

- B. Consider, discuss and act upon a contract with TLC NetCon Inc. regarding information technology services.
- Ben White went over the contract from last year and explained the few minor changes. He stated staff recommended approval of the contract. He explained Professional Service Contracts do not require a bid process since it is not buying a commodity, it is for a service.
 - Motion to approve made by Todd Rolen
 - 2nd to approve was Donny Mason
 - All council members voted in favor

VII. EXECUTIVE SESSION

- Mayor Rice read the statement below and said the Council would enter executive session at 6:41 p.m.

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

A. Section 551.072, **DELIBERATION REGARDING REAL PROPERTY,**

Deliberation regarding the purchase of certain real property for the expansion of Hamilton Street that is identified as being approximately:

1. 2.220 acres out of the W.B. Williams Survey, Abstract No. A-952, and the D.J. Jaynes Survey, Abstract No. A-417, City of Farmersville, Collin County, Texas; and
2. 0.181 acres out of the W.B. Williams Survey, Abstract No. A-952, City of Farmersville, Collin County, Texas.

VIII. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTION 551.072 OF THE TEXAS GOVERNMENT CODE.

- Mayor Rice stated the Council would reconvene from Executive Session at 7:08 p.m.
- A. Consider, discuss and act upon purchasing approximately 2.220 acres out of the W.B. Williams Survey, Abstract No. A-952, and the D.J. Jaynes Survey, Abstract No. A-417, City of Farmersville, Collin County, Texas, for the expansion of Hamilton Street.
- Motion to approve the purchase of the 2.220 acres under the terms discussed in the Executive Session made by Donny Mason
 - 2nd to approve was Craig Overstreet
 - All council members voted in favor

- B. Consider, discuss and act upon purchasing approximately 0.181 acres out of the W.B. Williams Survey, Abstract No. A-952, City of Farmersville, Collin County, Texas, for the expansion of Hamilton Street.
- Motion to approve the purchase of the 0.181 acres under the terms discussed in the Executive Session made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor
- Mayor Rice stated the Council would go back to the Reading of the Ordinances, Item A.
- A. Consider, discuss and act upon the first and only ready of Ordinance #O-2018-0925-001 regarding an update to the Master Fee Schedule for a water increase.
- Alan Lathrom stated a motion to reconsider was not necessary because the motion had not been approved by the Council.
- Motion to approve the water rate as shown on the Master Fee Schedule to take effect immediately made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet asked to have the individual boards come to the meeting for an overview of their budget and objectives for the year.
- Mayor Rice wanted to have more discussions including a workshop on the TxDOT U.S. Highway 380.
- Michael Hesse wanted a topic about repairing Murchison Street.

X. ADJOURNMENT

Meeting was adjourned at 7:15 pm.

APPROVE:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.C
Subject	Police Department Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Police Department Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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



MONTH AT A GLANCE

OCTOBER 2018

International Chiefs of Police Conference, Orlando, Florida

TX/DOT Meeting Princeton High School

Farmersville Pep Rally Downtown Farmersville

Officer Kory Redding got married to Kristen Shasteen, who works for the Collin County Sheriff Office as a Dispatcher...Congratulations!!!

First Net (AT&T) meeting. To discuss public safety cell and hot spot coverage

Sergeant Frank Gonzalez graduated from the 126th School of Police Supervision, Institute for Law Enforcement Administration, Plano, Texas

Trick it Bike Ride 2018



Farmersville Police Department
134 North Washington Street
Farmersville, TX 75442
972-782-6141

Farmersville Police Department Monthly Report October-18

Total Calls For Service: **511**

Tier 1 Crimes

Robbery: **0**
Assault: **5**
Theft: **2**
Burglary: **0**
Motor Vehicle Theft: **0**

Tier 2 Crimes

Forgery: **0**
Fraud: **0**
Criminal Mischief: **3**
Weapons: **0**
DWI: **2**
Public Intoxication: **0**
Disorderly Conduct: **0**
Drugs: **1**

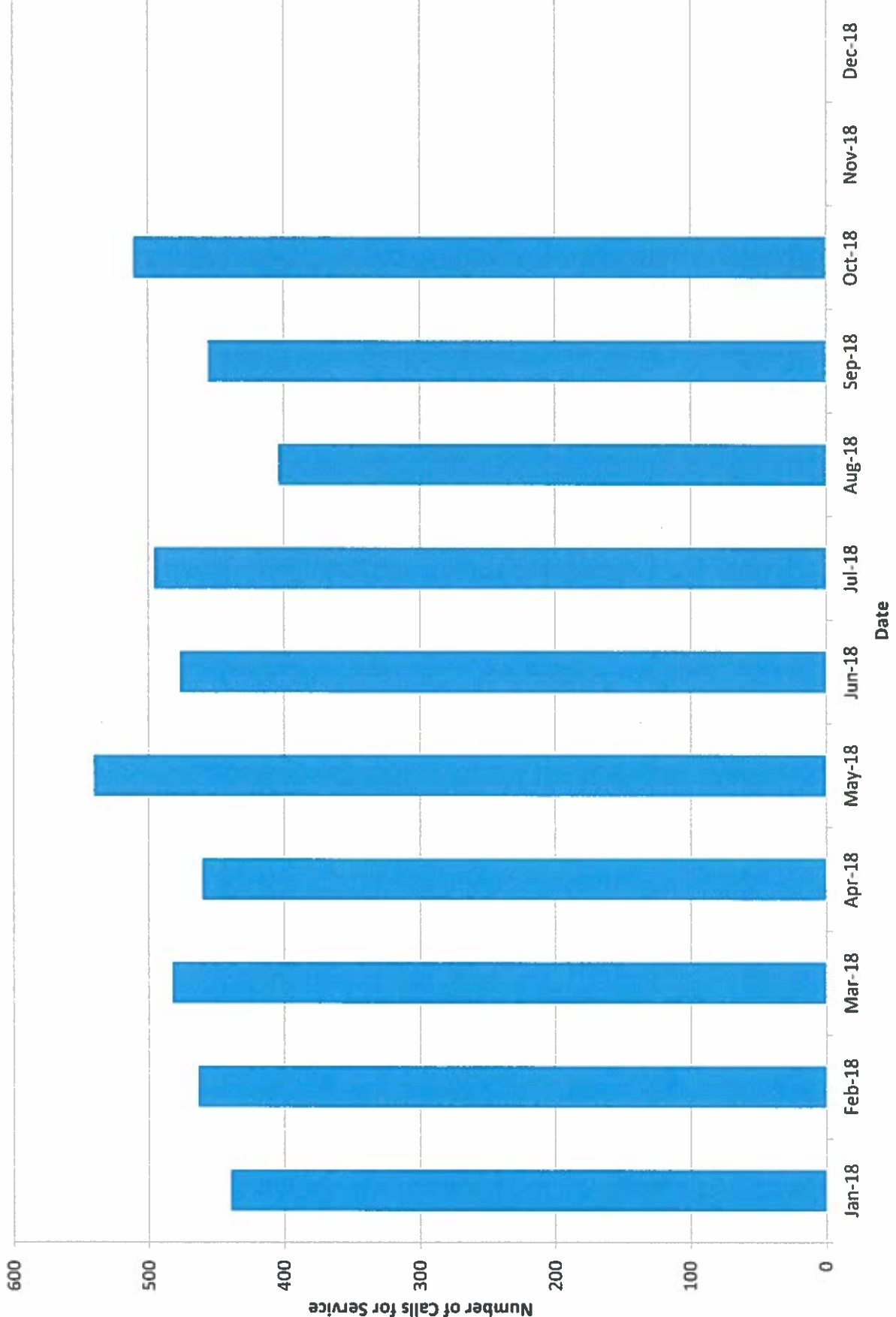
Miscellaneous

Traffic Stops:	162	Major Accidents:	12
Citations:	80/92 (viol)	Minor Accidents:	2
Alarms:	16	Agency Assist:	45

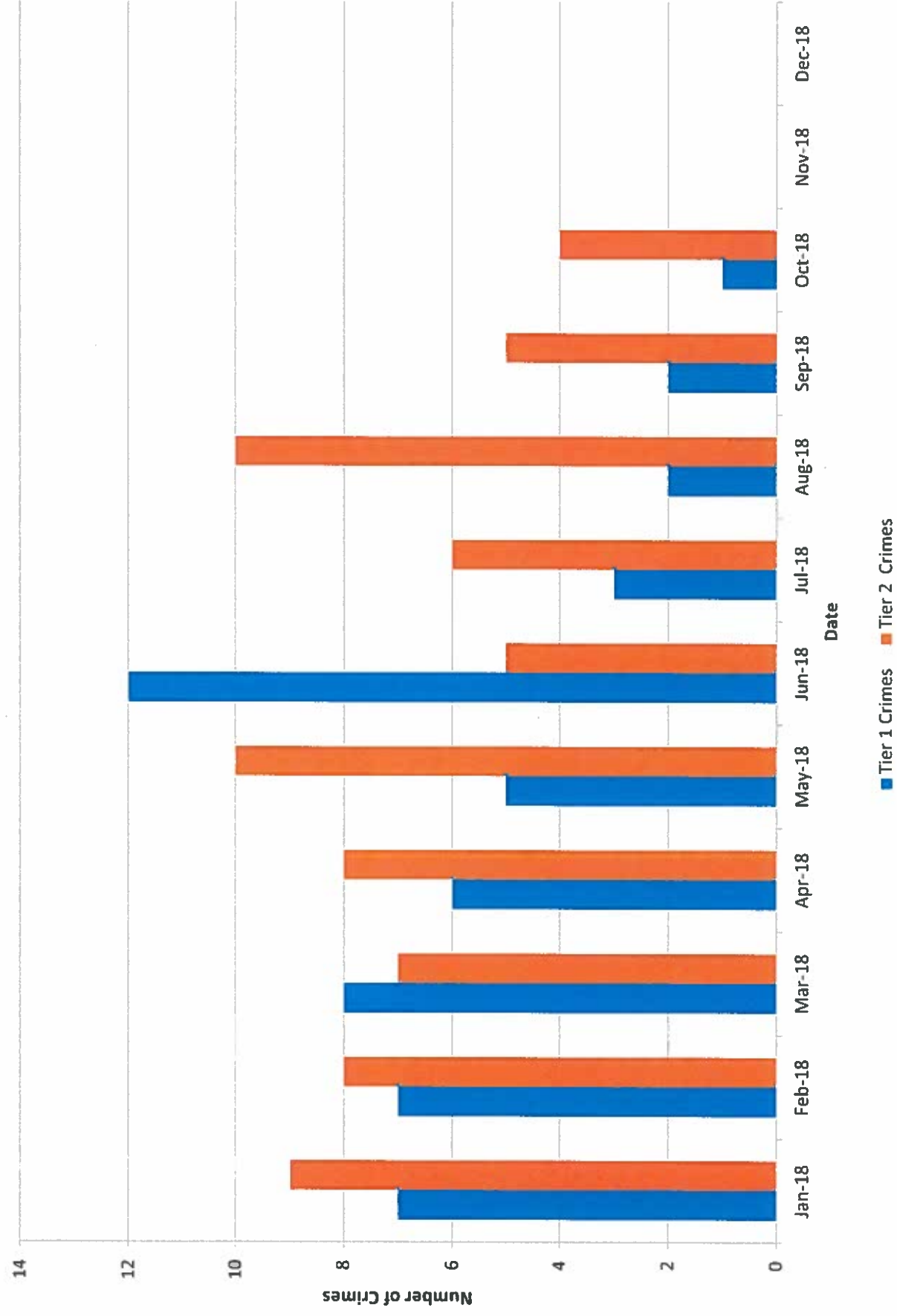
Cases filed with the District Attorney's Office:

Felony: **1**
Misdemeanor: **4**

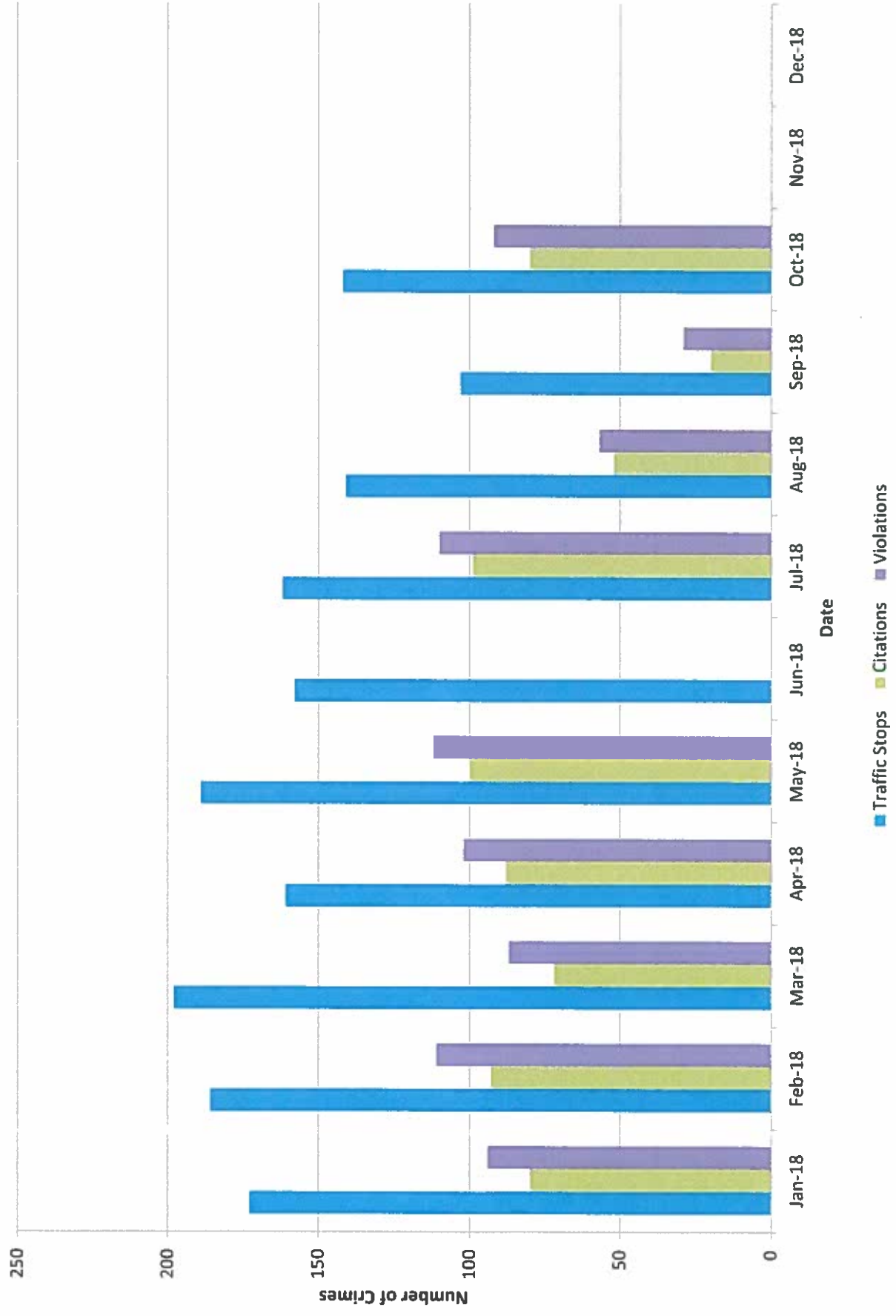
Police Department Calls for Service



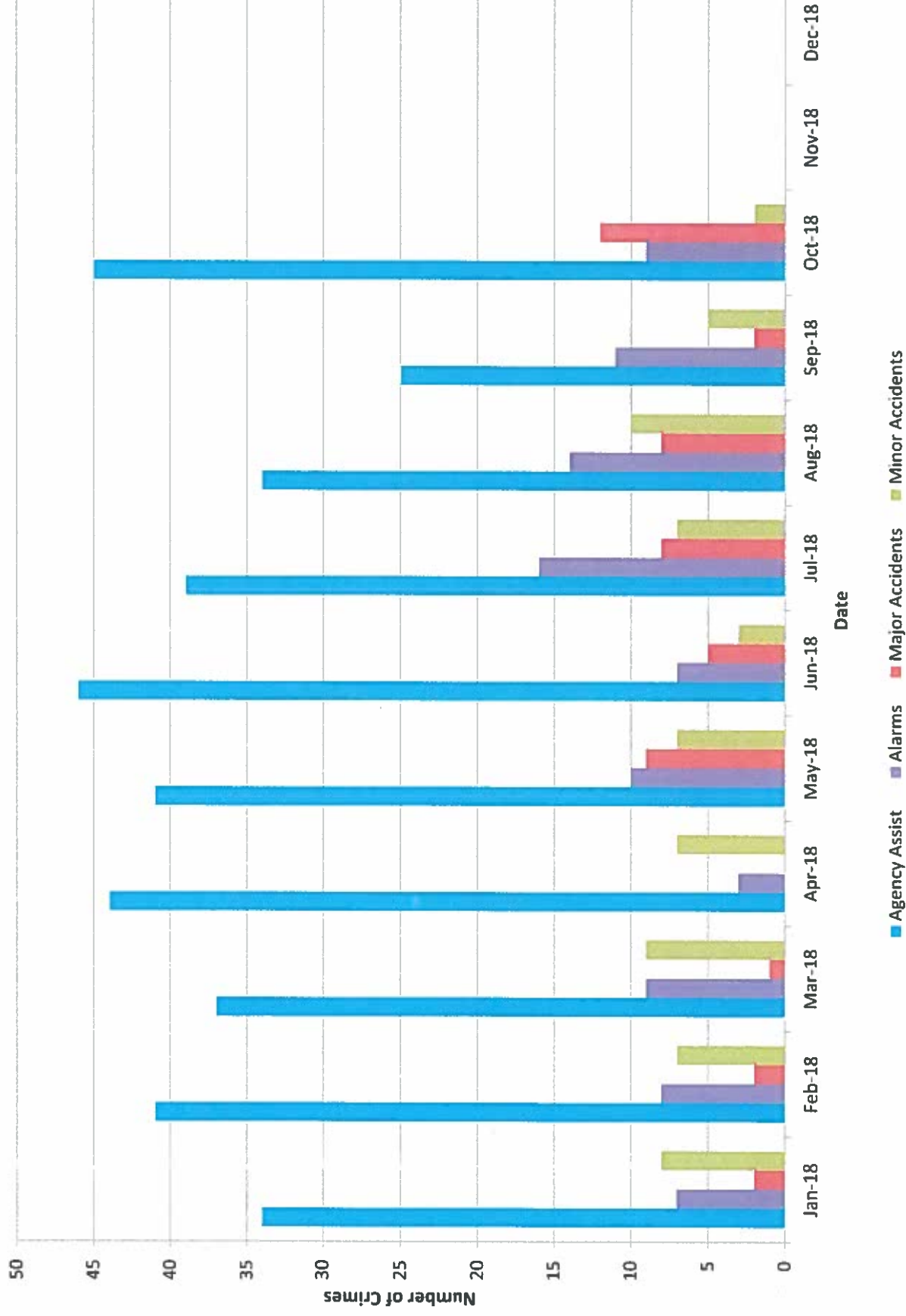
Uniform Crime Reporting



Traffic Enforcement



Police Activity



Agenda Section	Consent Agenda
Section Number	III.D
Subject	Code Enforcement/Animal Control Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Code Enforcement Report 2. Animal Control Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

Incidents Report -FARMERSVILLE POLICE DEPARTMENT

Sorted by Incident Number, Supp ID, Agency, Report Date
Report Date : 10/01/2018 00:00 - 10/31/2018 23:59

Officer : DIXON, K

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
17-000640(15) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSHREMOVED	315 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000234(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-FENCE PANEL REPLACED	220 JOUETTE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000523(3) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSHREMOVED	202 FARR HILL FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000552(3) DIXON, K	10/02/2018 00:00	RECHECK PRIOR TO CITATION-GRASS NOT MOWED	613 MAPLE STREET FARMERSVILLE, TX 75442				REFERRED TO MUNICIPAL COUR
19-000651(2) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED, TRASH CAN REMOVED FROM CURB	310 S Hamilton FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000663(3) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUUSH STILL ON LOT	212 NEATHERY STREET FARMERSVILLE, TX 75442				REFERRED TO MUNICIPAL COUR
19-000664(2) DIXON, K	10/26/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	508 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000694(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	316 S JOHNSON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000705(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	000 W Santa Fe FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000734(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS PARTIALLY MOWED (EXTEND)	601 S MAIN FARMERSVILLE, TX 75442				REFERRED TO MUNICIPAL COUR
19-000735(1) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	203 CENTRAL FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000737(1) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS BRUSH REMOVED	206 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000762(3) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-SEMI REMOVED FROM LOT	310 S NEATHERY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000794(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	506 S RIKE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000795(2) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	501 S RIKE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000805(2) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-DEBRIS REMOVED	309 MURCHISON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
19-000806(1) DIXON, K	10/02/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED	400 E AUDIE MURPHY HIGHWAY FARMERSVILLE, TX 75442				REFERRED TO MUNICIPAL COUR
19-000806(2) DIXON, K	10/02/2018 00:00	CITY ORDINANCE VIOLATION-OWNER HAS NOT SIGNED FOR LETTER (EXTENDED)	400 E AUDIE MURPHY HIGHWAY FARMERSVILLE, TX 75442				REFERRED TO MUNICIPAL COUR

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status Case
18-000808(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED	202 ABBEY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000808(2) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	202 ABBEY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000809(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE violation-grass mowed	403 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000811(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED	209 HOUSTON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000811(2) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION- GRASS MOWED	209 HOUSTON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000819(2) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSHREMOVED	603 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000821(2) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-MATRESS REMOVED FROM CURB	212 HAUGHTON FARMERSVILLE, TX 75442				CLOSED
18-000830(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSH STILL PRESENT (SPOKE WITH OWNE GIVEN 5 DAYS TO REMOVE BRUSH)	424 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000830(2) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-BRUSHREMOVED	424 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000831(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	213 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000835(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	314 S WASHINGTON STREET FARMERSVILLE, TX 75442				CLOSED
18-000837(1) DIXON, K	10/01/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-PERMIT OBTAINED	508 WINDOM FARMERSVILLE, TX 75442				CLOSED
18-000842(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATIONGRASS MOWED	508 JOUETTE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000850(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-PERMIT EXPIRED, NO PERMIT FOR CARPORT	313 HANNAH FARMERSVILLE, TX 75442				CLOSED
18-000850(1) DIXON, K	10/03/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-INDIVIDUAL MET WITH CITY ON TUESDAY	313 HANNAH FARMERSVILLE, TX 75442				CLOSED
18-000851(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED IN FRONT YARD	209 ABBEY LANE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000851(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK REMOVED FROM YARD	209 ABBEY LANE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000852(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-PILE OF BUILDING DEBRIS IN YARD	611 S MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000852(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-DEBRIS REMOVED	611 S MAIN STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000853(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION TALL GRASS, PALLET'S	402 E AUDIE MURPHY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000853(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED-PALLET'S REMOVED	402 E AUDIE MURPHY FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000854(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	416 ORANGE FARMERSVILLE, TX 75442				NOV ISS - CLOSED

Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Case
18-000854(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	416 ORANGE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000855(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	212 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000855(1) DIXON, K	10/23/2018 00:00	RECHECK FOR CITY ORDINANCE VIOLATION-GRASS MOWED	212 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000856(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	309 MURCHISON STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000856(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED (EXTENDED DUE TO RAIN)	309 MURCHISON STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000857(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	106 SUMMIT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000857(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	106 SUMMIT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000858(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL WEEDS AND GRASS	311 ROLLING HILLS FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000858(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	311 ROLLING HILLS FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000859(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE RECHECK FOR ORDINANCE	202 FARR HILL FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000859(1) DIXON, K	10/20/2018 00:00	VIOLATION-TALL GRASS RECHECK FOR ORDINANCE	202 FARR HILL FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000860(1) DIXON, K	10/01/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	313 E AUDIE MURPHY WAY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000860(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-SOME OF THE GRASS MOWED	313 E AUDIE MURPHY WAY FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000861(1) DIXON, K	10/03/2018 00:00	CITY ORDINANCE VIOLATION-PILE OF DEBRIS IN YARD	121N Hamilton STREET FARMERSVILLE, TX 75442				CLOSED
18-000861(1) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-DEBRIS REMOVED, TRASH/CAN REMOVED FROM CURB	121N Hamilton STREET FARMERSVILLE, TX 75442				CLOSED
18-000862(1) DIXON, K	10/03/2018 00:00	CITY ORDINANCE VIOLATION-FENCE PERMIT RAN OUT IMPROPER MATERIAL	211 MAPLE STREET FARMERSVILLE, TX 75442				WARNING ISSUED
18-000862(1) DIXON, K	10/13/2018 00:00	CITY ORDINANCE VIOLATION-SPOKE WITH OWNER ABOUT FENCE	211 MAPLE STREET FARMERSVILLE, TX 75442				WARNING ISSUED
18-000863(1) DIXON, K	10/03/2018 00:00	CITY ORDINANCE VIOLATION-FENCE PERMIT EXPIRED, CAR & TRUCK IN BACK YARD, FURNITURE AND DEBRIS IN YARD AND A PILE OF BRUSHIN	121 WINDOM FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000864(1) DIXON, K	10/03/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	000 RYAN CIRCLE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000864(1) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	000 RYAN CIRCLE FARMERSVILLE, TX 75442				NOV ISS - CLOSED

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
<u>19-000866(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-JUNK VEHICLES	424 SHERRY LANE FARMERSVILLE, TX 75442				WARNING ISSUED
<u>19-000867(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-PUT IN RETAINING WALL WITHNO PERMIT	1203 Willow LANE FARMERSVILLE, TX 75442				CLOSED
<u>19-000867(1)</u> DIXON, K	10/3/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GETTING PERMIT FROM CITY	1203 Willow LANE FARMERSVILLE, TX 75442				CLOSED
<u>19-000868(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-TRASH/CAN AT CURB ON NON PICK UP DAY	508 CLAIRMONT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000868(1)</u> DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASH/CAN REMOVED FROM CURB	508 CLAIRMONT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000869(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	604 MEADOWVIEW FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000869(1)</u> DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR PARKED IN PROPER DIRECTION	604 MEADOWVIEW FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000870(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	601 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000870(1)</u> DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR PARKED IN PROPER DIRECTION	601 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000871(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	503 MEADOWVIEW FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000871(1)</u> DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	503 MEADOWVIEW FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000872(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-USING SIDE YARD AS A DRIVEWAY	707 N MAIN FARMERSVILLE, TX 75442				CLOSED
<u>19-000872(1)</u> DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-NOT USING SIDE YARD AS DRIVEWAY	707 N MAIN FARMERSVILLE, TX 75442				CLOSED
<u>19-000873(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	505 WATERFORD FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000873(1)</u> DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	505 WATERFORD FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000874(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	507 WATERFORD FARMERSVILLE, TX 75442				CLOSED
<u>19-000874(1)</u> DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR MOWED	507 WATERFORD FARMERSVILLE, TX 75442				CLOSED
<u>19-000875(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	217 JOUETTE STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
<u>19-000875(1)</u> DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED	217 JOUETTE STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
<u>19-000876(0)</u> DIXON, K	10/19/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	304 PENDLETON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
<u>19-000876(1)</u> DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS NOT MOWED (EXTENDED)	304 PENDLETON FARMERSVILLE, TX 75442				NOV ISS - CLOSED

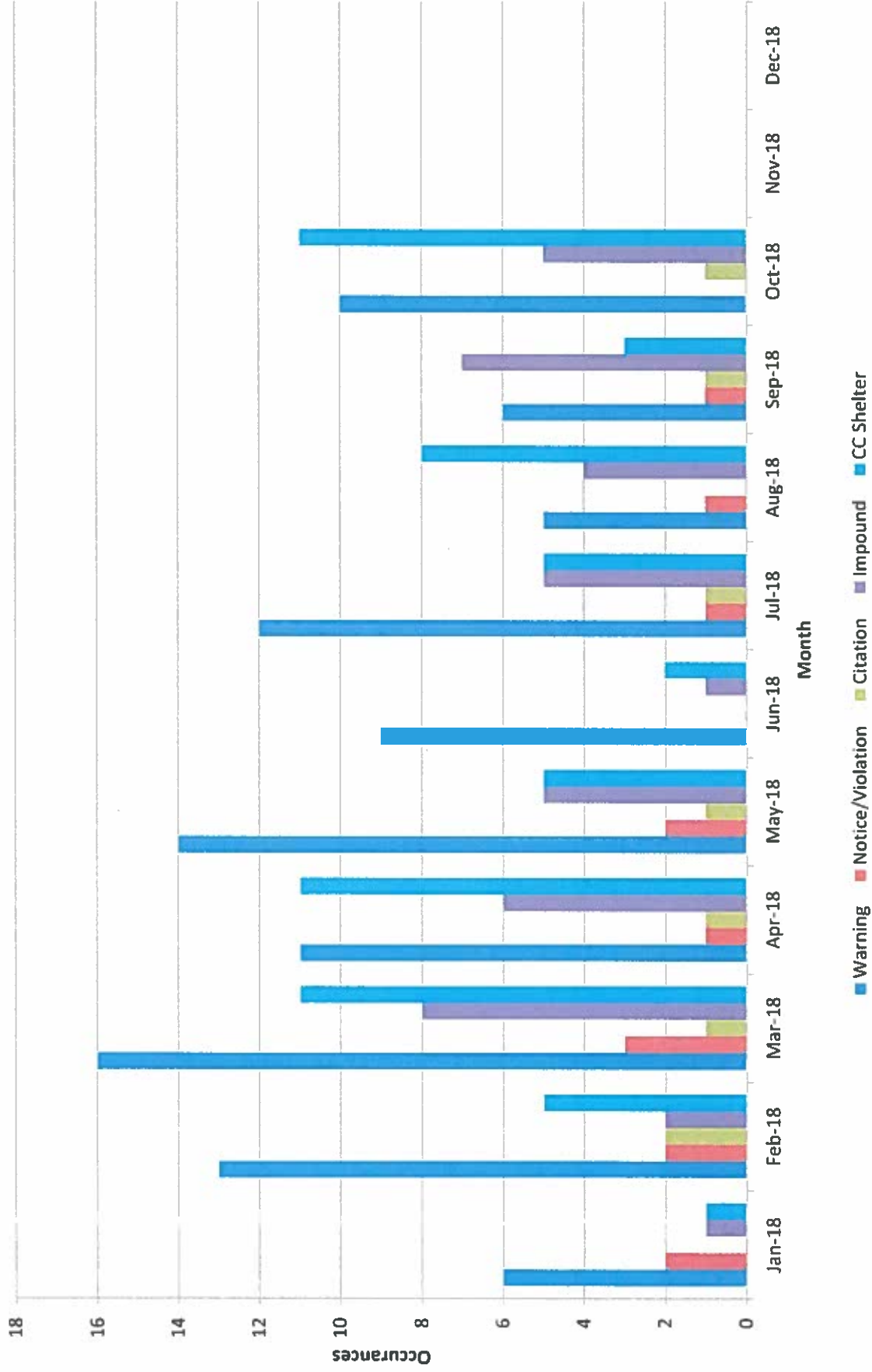
Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
18-000876(2) DIXON, K	10/30/2018 00:00	CK FOR ORDINANCE VIOLATION-GRASS MOWED	304 PENDLETON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000877(01) DIXON, K	10/11/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	502 JOUETTE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000877(1) DIXON, K	10/23/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-GRASS MOWED	502 JOUETTE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000878(01) DIXON, K	10/11/2018 00:00	CITY ORDINANCE VIOLATION-EXCEEDING THE NUMBER OF ANIMALS ALLOWED	424 SHERRY FARMERSVILLE, TX 75442				CLOSED
18-000878(1) DIXON, K	10/25/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-DOG RELESED TO CCAS BY OWNER	424 SHERRY FARMERSVILLE, TX 75442				CLOSED
18-000879(01) DIXON, K	10/12/2018 00:00	CITY ORDINANCE VIOLATION-NO PERMIT FOR RENOVATION	426 N WASHINGTON STREET FARMERSVILLE, TX 75442				CLOSED
18-000879(1) DIXON, K	10/20/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-HAVE APLIED FOR PERMIT	426 N WASHINGTON STREET FARMERSVILLE, TX 75442				CLOSED
18-000879(2) DIXON, K	10/26/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-PERMIT OBTAINED	426 N WASHINGTON STREET FARMERSVILLE, TX 75442				CLOSED
18-000880(01) DIXON, K	10/20/2018 00:00	CITY ORDINANCE VIOLATION-DEBRIS AT CURB AND RECYCLE CAN AT CURB ON NON PICK UP DAY	309 MURCHSON STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000881(01) DIXON, K	10/23/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	510 CLAIRMONT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000881(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VILATION-TRASHCAN REMOVED FROM CURB	510 CLAIRMONT FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000882(01) DIXON, K	10/23/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN CURB ON NON PICK UP DAY	504 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000882(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VILATION-TRASHCAN REMOVED FROM CURB	504 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000883(01) DIXON, K	10/23/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	601 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000883(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-TRASHCAN REMOVED FROM CURB	601 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000884(01) DIXON, K	10/23/2018 00:00	CITY ORDINANCE VIOLATION-PARKED AGAINST THE FLOW OF TRAFFIC	604 JOUETTE STREET FARMERSVILLE, TX 75442				CLOSED
18-000884(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-CAR PARKED PROPERLY	604 JOUETTE STREET FARMERSVILLE, TX 75442				CLOSED
18-000885(01) DIXON, K	10/23/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	419 JOUETTE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000885(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VIOLATION--TRASHCAN REMOVED FROM CURB	419 JOUETTE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000886(01) DIXON, K	10/23/2018 00:00	CIT ORDINANCE VIOLATION-CAR PARKED AGAINST THE FLOW OF TRAFFIC	311 JOUETTE STREET FARMERSVILLE, TX 75442				CLOSED

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
18-000887(0) DIXON, K	10/25/2018 00:00	CITY ORDINANCE VIOLATION-NO UTILITIES	308 AUSTIN STREET FARMERSVILLE, TX 75442				CLOSED
18-000888(0) DIXON, K	10/26/2018 00:00	CITY ORDINANCE VIOLATION-BOAT PARKED IN THE SIDE YARD, RV TRAILER PARKED IN THE STREET	412 MCKINNEY STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000890(0) DIXON, K	10/26/2018 00:00	CITY ORDINANCE VIOLATION-CARS PARKED AGAINST THE FLOW OF TRAFFIC, BLOCKING DRIVE WAY	114 LEE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000890(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-CARS MOWED	114 LEE STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000892(0) DIXON, K	10/26/2018 00:00	CITY E FLOW OF TRAFFICORDINANCE VIOLATION-TRUCK PARKED AGAINST TH	613 CLAIRMONT FARMERSVILLE, TX 75442				CLOSED
18-000892(1) DIXON, K	10/30/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-TRUCK MOVED	613 CLAIRMONT FARMERSVILLE, TX 75442				CLOSED
18-000893(0) DIXON, K	10/26/2018 00:00	RECHECK FOR ORDINANCE VIOLATION - (CFS 18132055)	601 MEADOWVIEW STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000894(0) DIXON, K	10/26/2018 00:00	TRASHCAN REMOVED FROM CURB 3523) TRASHCAN REMOVED FRM THE CURB FOR ORDINANCE VIOLATION-(181	506 N WASHINGTON STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000895(0) DIXON, K	10/26/2018 00:00	CITY ORDINANCE VIOLATION-FRIDGE AND STOVE IN CARPORT	507 N WASHINGTON STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000896(0) DIXON, K	10/26/2018 00:00	CITY ORDINANCE VIOLATION-FURNITURE AND WOOD DEBRIS AT CURB ON NON TRASH PICK UP DAY	500 N WASHINGTON FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000897(0) DIXON, K	10/26/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-(CFS 18128751)	508 JOUETTE FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000898(0) DIXON, K	10/26/2018 00:00	TRASHCAN REMOVED FROM CURB RECHECK FOR ORDINANCE VIOLATION-(CFS 18141096)	421 JACKSON FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000899(0) DIXON, K	10/26/2018 00:00	TRASHCAN REMOVED FROM CURB RECECK FOR ORDINANCE VIOLATION (CFS 18128795)	202 FARR HILL FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000900(0) DIXON, K	10/26/2018 00:00	TRASHCAN REMOVED FROM THE CURB RECHECK FOR ORDINANCE VIOLATION-(CFS 181346900	214 NEATHERY STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
18-000902(0) DIXON, K	10/27/2018 00:00	trash can removed from curb POSSIBLE ORDINANCE VIOLATION-GARAGE SALE (HAD PERMIT)	517 N MAIN STREET FARMERSVILLE, TX 75442				CLOSED
18-000903(0) DIXON, K	10/27/2018 00:00	CITY ORDINANCE VIOLATION-RED TRUCK PARKED IN FRONT YARD	502 N MAIN STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000905(0) DIXON, K	10/27/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	303 WINDOM STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000906(0) DIXON, K	10/29/2018 00:00	CITND ACROSS Y ORDINANCE VIOLATION-TRASH IN YARD	315 MAPLE STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status
18-000907(01) DIXON, K	10/29/2018 00:00	CITY ORDINANCE VIOLATION-WHITE SUV PARKED IN FRONT YARD, TRASHCAN AT CURB	308 COLLEGE STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000908(01) DIXON, K	10/29/2018 00:00	CITY ORDINANCE VIOLATION-PILE OF BRUSH IN BACK YARD	320 COLLEGE STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000909(01) DIXON, K	10/29/2018 00:00	CITY ORDINANCE VIOLATION-TRUCK PARKED IN BACK YARD, PILE OF BRUSH IN BACK YARD	317 COLLEGE FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000910(01) DIXON, K	10/29/2018 00:00	CITY ORDINANCE VIOLATION-TRASHCAN AT CURB ON NON PICK UP DAY	415 LIVE OAK STREET FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000911(01) DIXON, K	10/29/2018 00:00	CITY ORDINANCE VIOLATION-WRECKER PARKED ON STREET (TO HEAVY)	1009 GAODY FARMERSVILLE, TX 75442				CLOSED
18-000912(01) DIXON, K	10/30/2018 00:00	CITY ORDINANCE VIOLATION-TALL GRASS	204 N WASHINGTON FARMERSVILLE, TX 75442				NOV ISSUED - OPEN
18-000911(01) DIXON, K	10/26/2018 00:00	RECHECK FOR ORDINANCE VIOLATION-(CFS #138432) TRASHCAN REMOVED FROM CURB	509 CLAIRMONT STREET FARMERSVILLE, TX 75442				NOV ISS - CLOSED
127 Records Selected							
11/06/2018 10:27 7 of 7							

Animal Control Activity Results

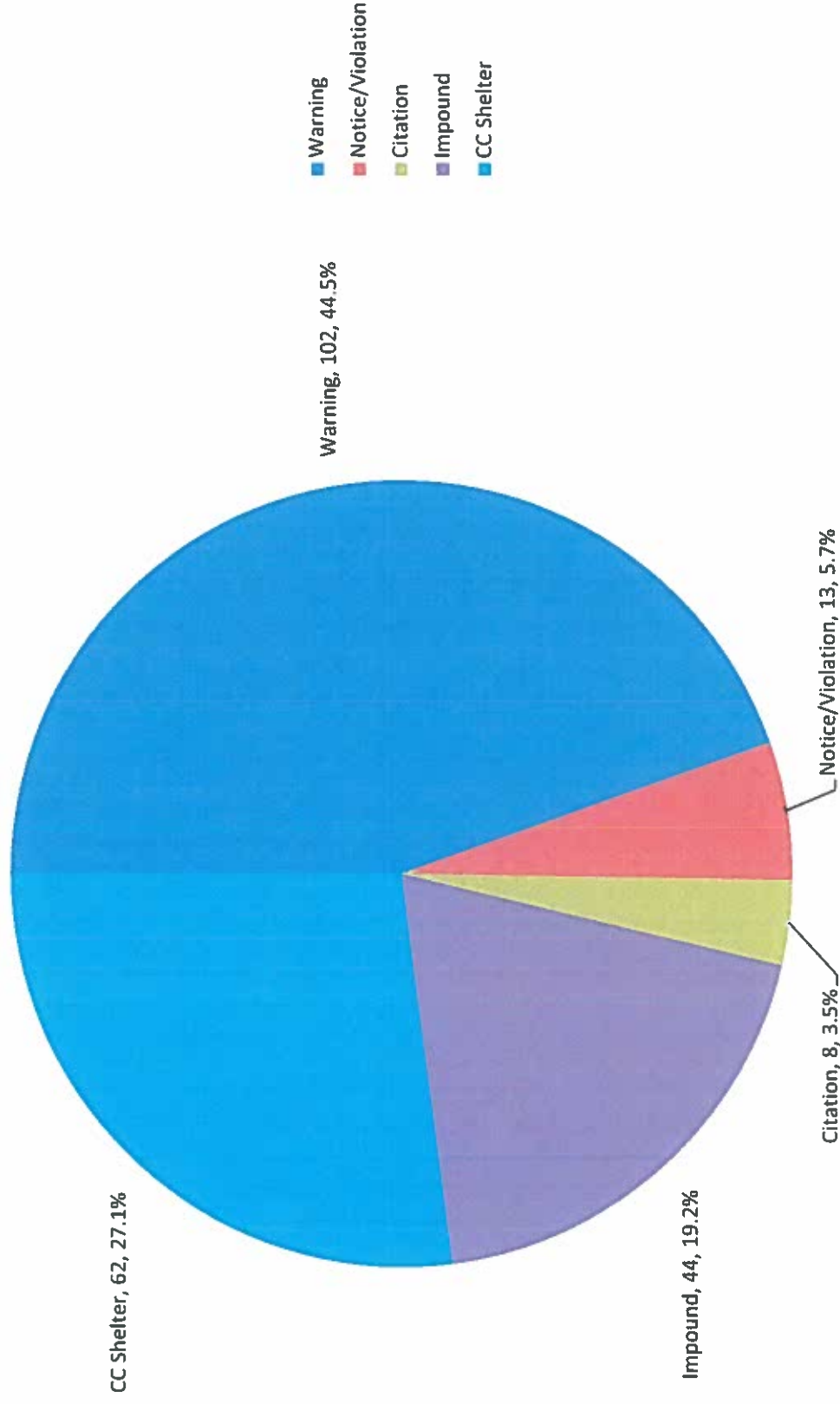
Farmersville Police Department



Animal Control Activity Results

Farmersville Police Department

Cumulative, Calendar Year 2018



Agenda Section	Consent Agenda
Section Number	III.E
Subject	Fire Department Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Fire Department Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

**FARMERSVILLE FIRE DEPARTMENT
MONTHLY CITY COUNCIL REPORT
OCTOBER 2018**

1. The department assisted in the Octoberfest Fun Run held October 20th at the Onion Shed.
2. We participated in the Trick-it-Up bike ride and in the Scare-on-the-Square activity.
3. The department participated in the Baptist Church Fall-Fest October 31st.
4. The new bunker gear has been ordered that we received a grant on from the Texas Forestry Service.
5. We will be sending three members to the TEEX LPG training to be held at Texas A&M in Bryan, TX November 5th and 6th.

KIM R. MORRIS
Farmersville Fire Chief

Farmersville Fire Department

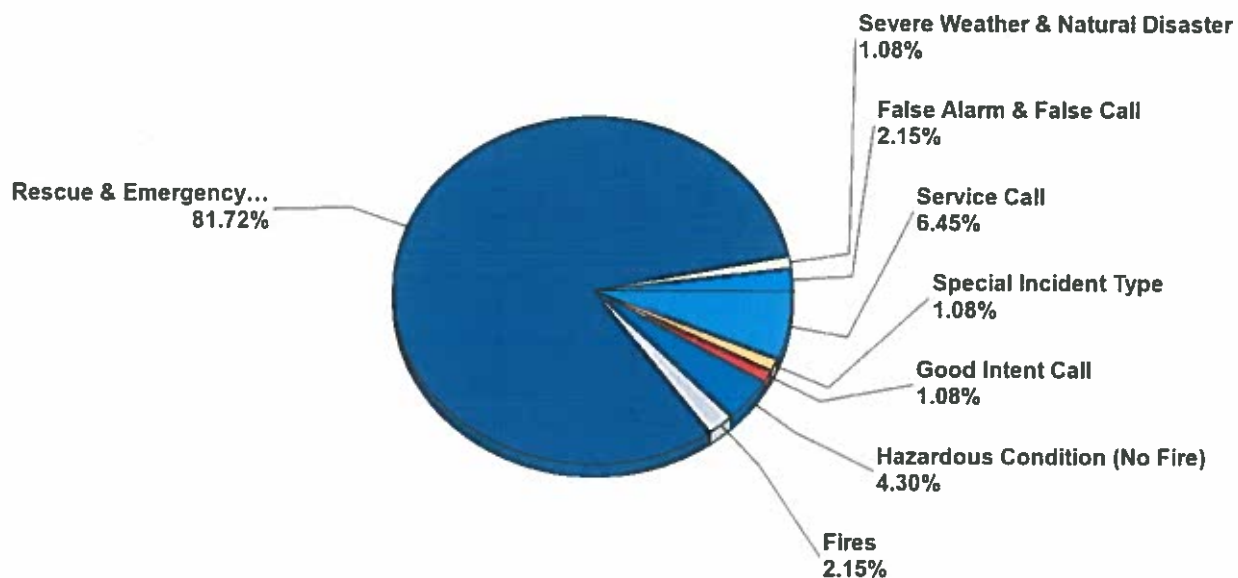
Farmersville, TX

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2018 | End Date: 10/31/2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	2.15%
Rescue & Emergency Medical Service	76	81.72%
Hazardous Condition (No Fire)	4	4.30%
Service Call	6	6.45%
Good Intent Call	1	1.08%
False Alarm & False Call	2	2.15%
Severe Weather & Natural Disaster	1	1.08%
Special Incident Type	1	1.08%
TOTAL	93	100.00%

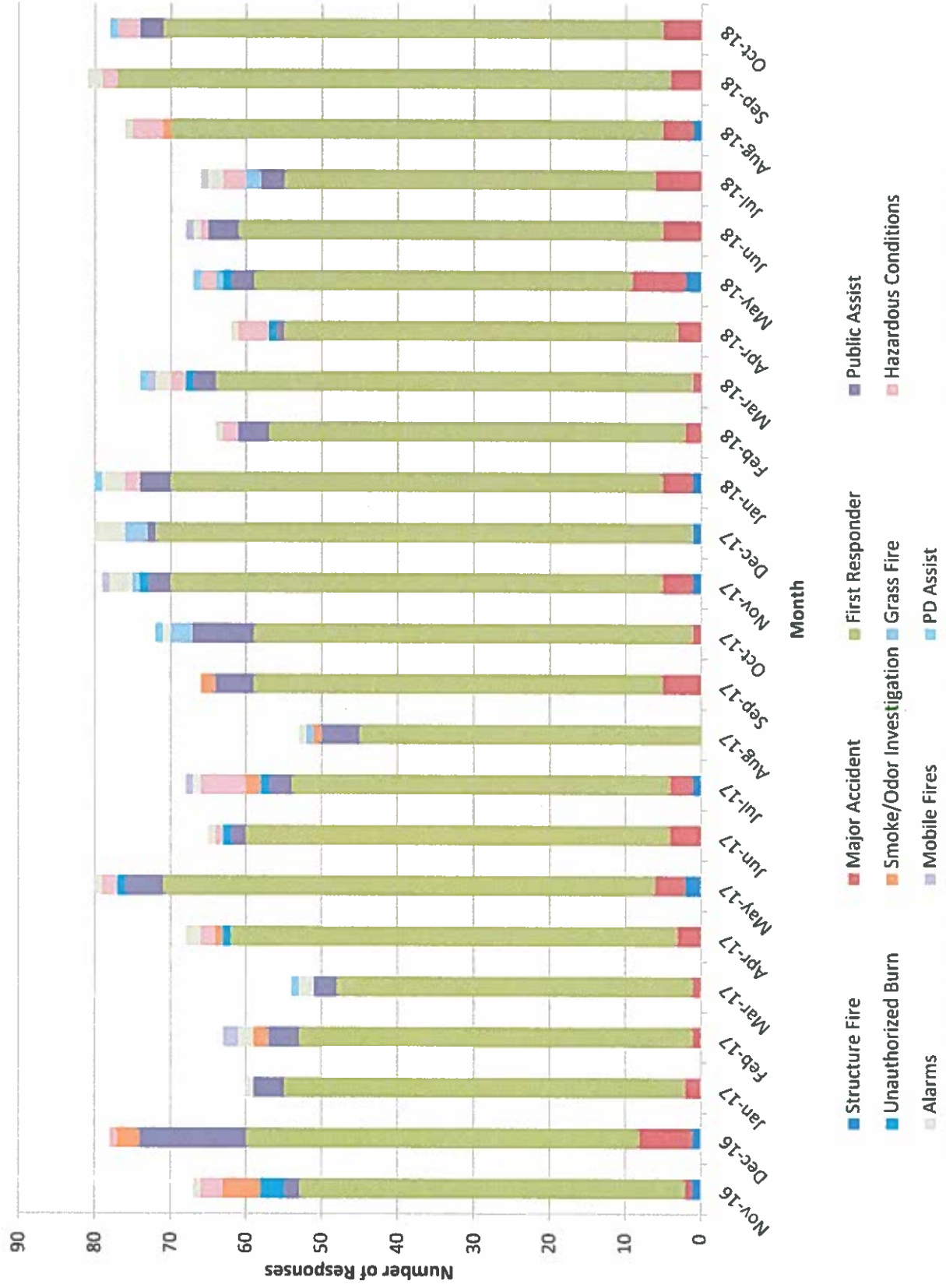
Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

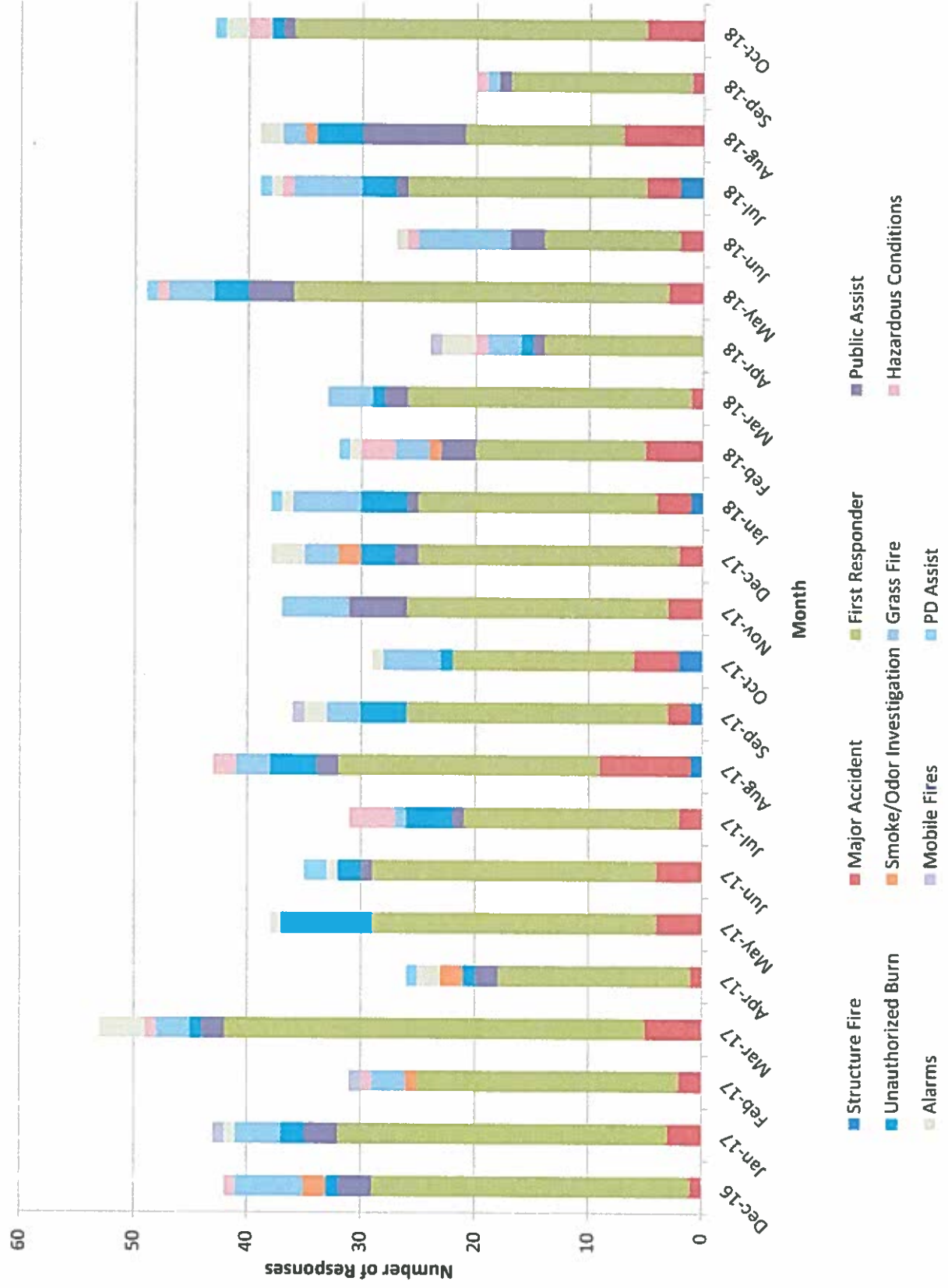
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.08%
150 - Outside rubbish fire, other	1	1.08%
300 - Rescue, EMS incident, other	12	12.90%
311 - Medical assist, assist EMS crew	58	62.37%
322 - Motor vehicle accident with injuries	6	6.45%
410 - Combustible/flammable gas/liquid condition, other	1	1.08%
412 - Gas leak (natural gas or LPG)	1	1.08%
445 - Arcing, shorted electrical equipment	1	1.08%
463 - Vehicle accident, general cleanup	1	1.08%
500 - Service Call, other	2	2.15%
511 - Lock-out	1	1.08%
550 - Public service assistance, other	2	2.15%
551 - Assist police or other governmental agency	1	1.08%
611 - Dispatched & cancelled en route	1	1.08%
700 - False alarm or false call, other	1	1.08%
730 - System malfunction, other	1	1.08%
800 - Severe weather or natural disaster, other	1	1.08%
900 - Special type of incident, other	1	1.08%
TOTAL INCIDENTS:	93	100.00%

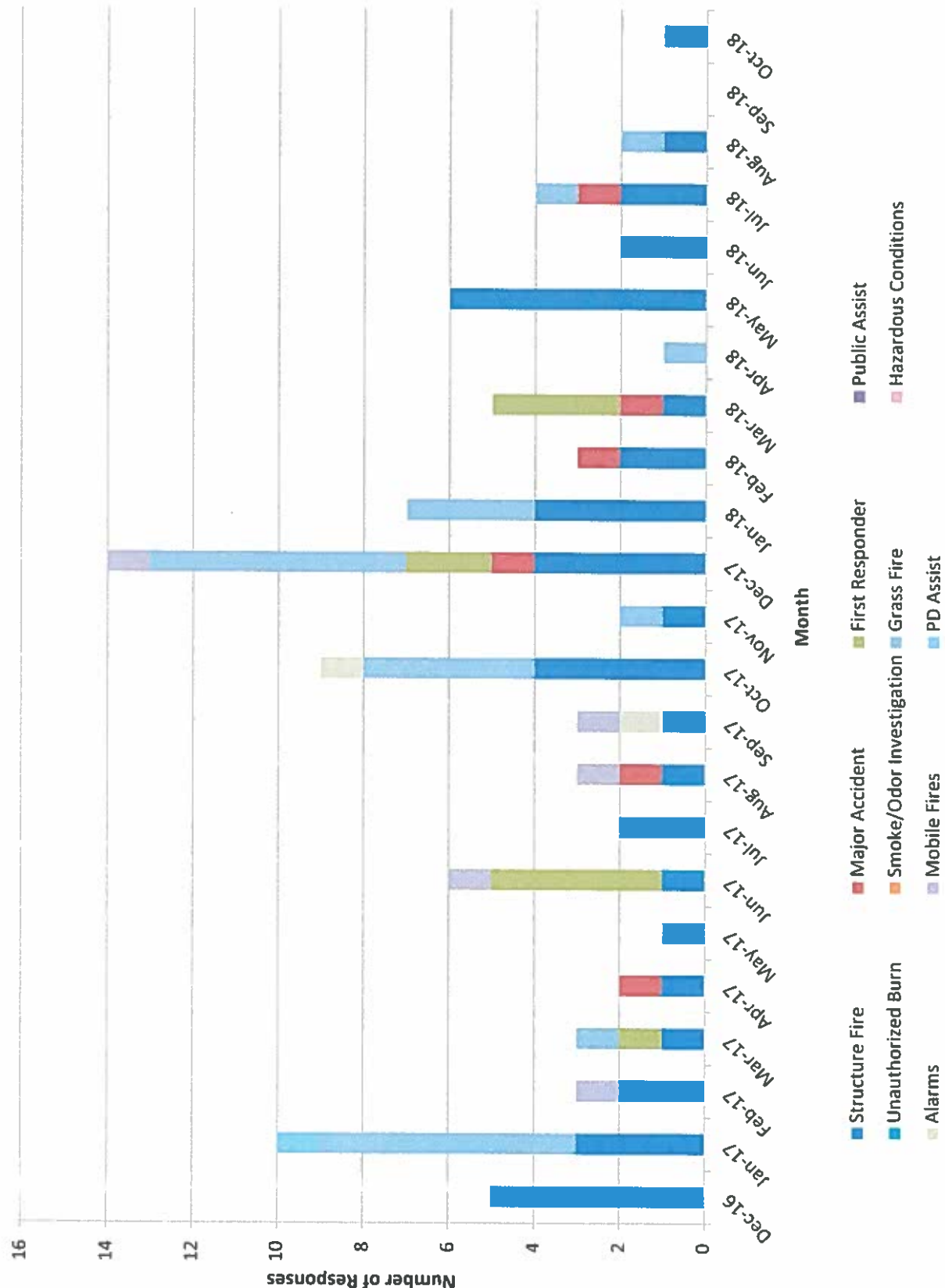
Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



[illegible]

Farmersville Fire Department

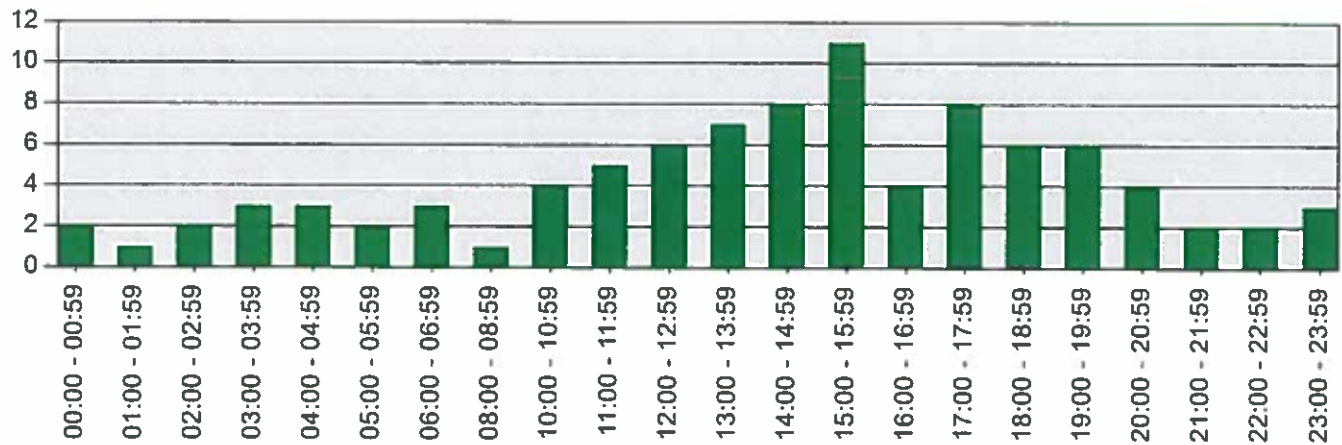
Farmersville, TX

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Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 10/01/2018 | End Date: 10/31/2018



Hour	# of CALLS
00:00 - 00:59	2
01:00 - 01:59	1
02:00 - 02:59	2
03:00 - 03:59	3
04:00 - 04:59	3
05:00 - 05:59	2
06:00 - 06:59	3
08:00 - 08:59	1
10:00 - 10:59	4
11:00 - 11:59	5
12:00 - 12:59	6
13:00 - 13:59	7
14:00 - 14:59	8
15:00 - 15:59	11
16:00 - 16:59	4
17:00 - 17:59	8
18:00 - 18:59	6
19:00 - 19:59	6
20:00 - 20:59	4
21:00 - 21:59	2
22:00 - 22:59	2
23:00 - 23:59	3
TOTAL:	93

Only REVIEWED incidents included.



EMERGENCY REPORTING

emergencyreporting.com

Doc Id: 898

Page # 1 of 1

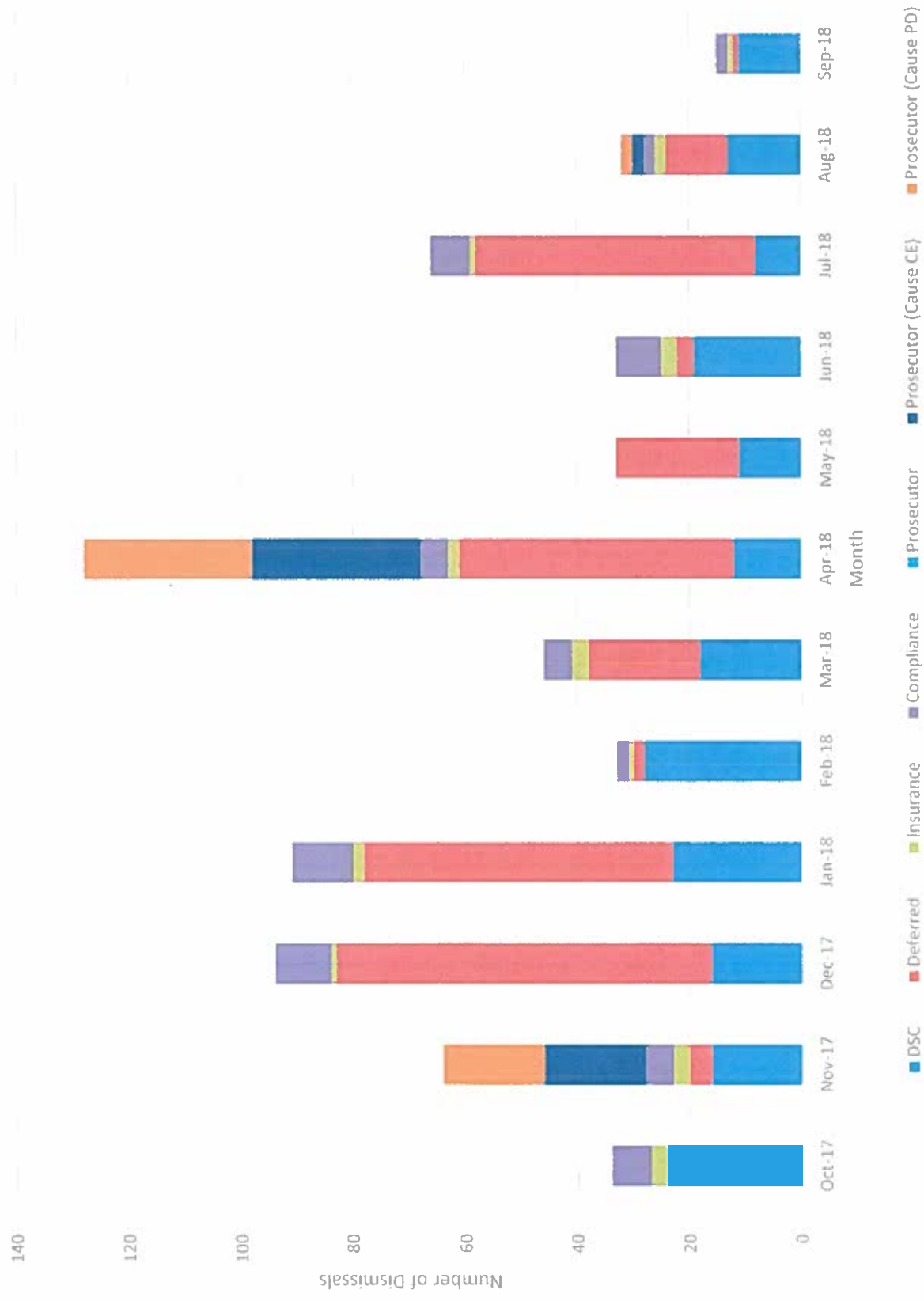
Agenda Section	Consent Agenda
Section Number	III.F
Subject	Municipal Court Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Municipal Court Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

FARMERSVILLE MUNICIPAL COURT

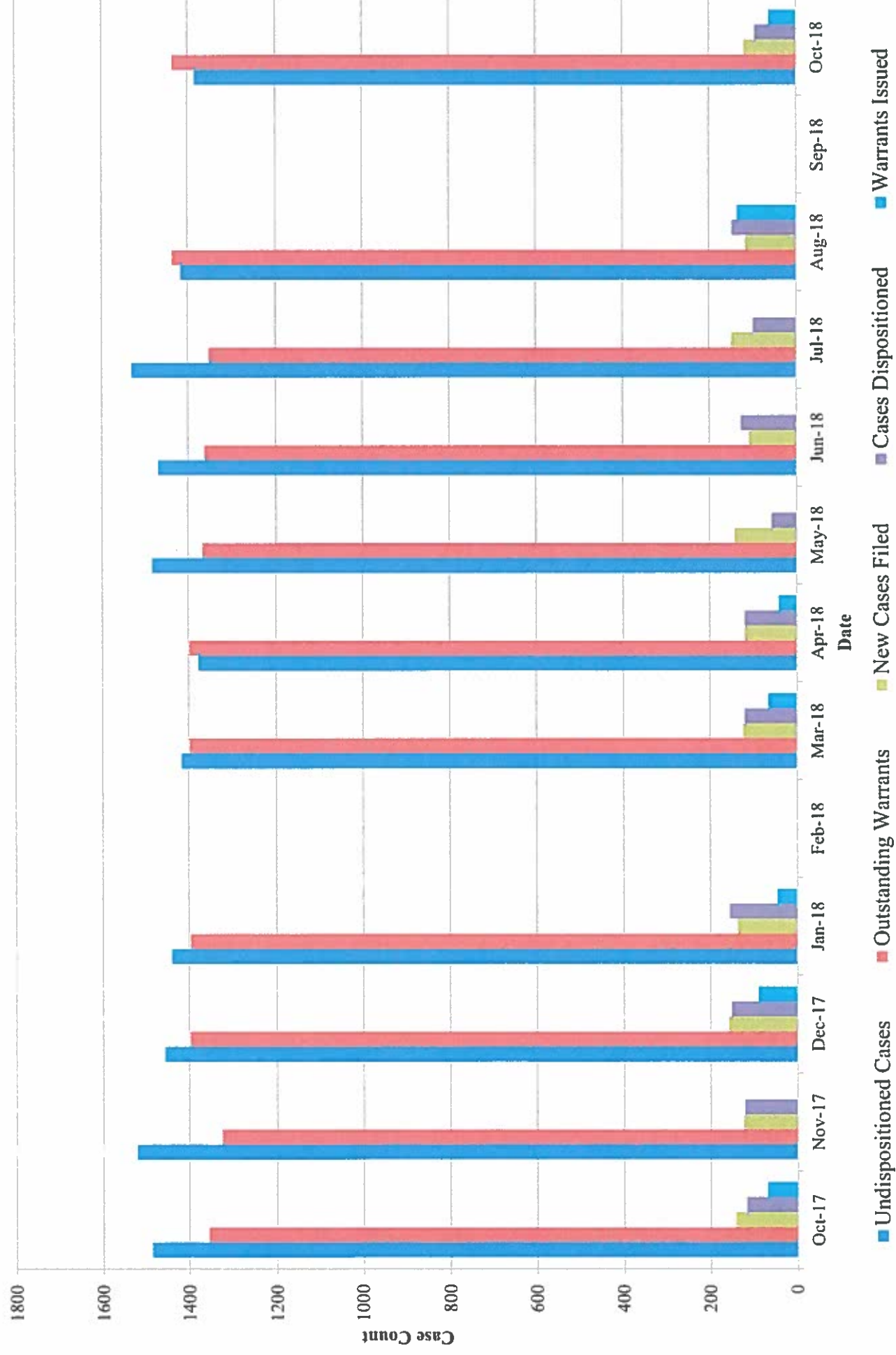
MONTHLY REPORT OCTOBER 2018

Cases Filed	120
Class C Complaints Received	0
Dispositions Prior to Trial	51
Pre-Trial Hearings Held	0
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	11
After Deferred Disposition	49
After Proof of Financial Responsibility	2
Compliance Dismissal	1
Dismissed by Prosecutor	0
Dismissed by Prosecutor (Cause PD)	0
Dismissed by Prosecutor (Cause CE)	0
Number of Disposed Cases	95
Total Revenue	\$16,592.50
Total Kept by City	\$10,799.42
Total Remitted to State	\$5,793.08

Dismissals



Municipal Court Case and Warrant Rate



Agenda Section	Consent Agenda
Section Number	III.G
Subject	Warrant Officer Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Warrant Officer Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

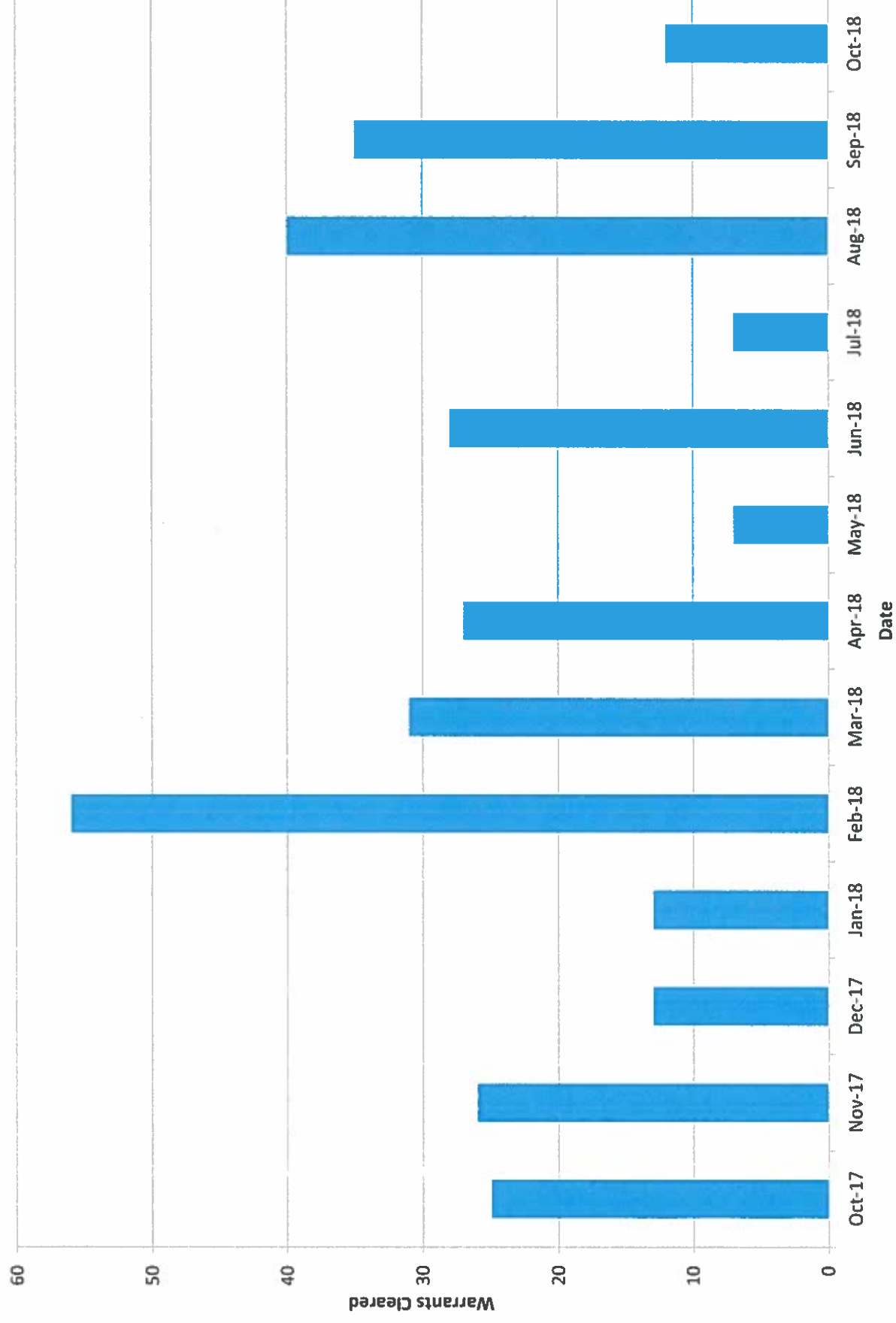


FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT

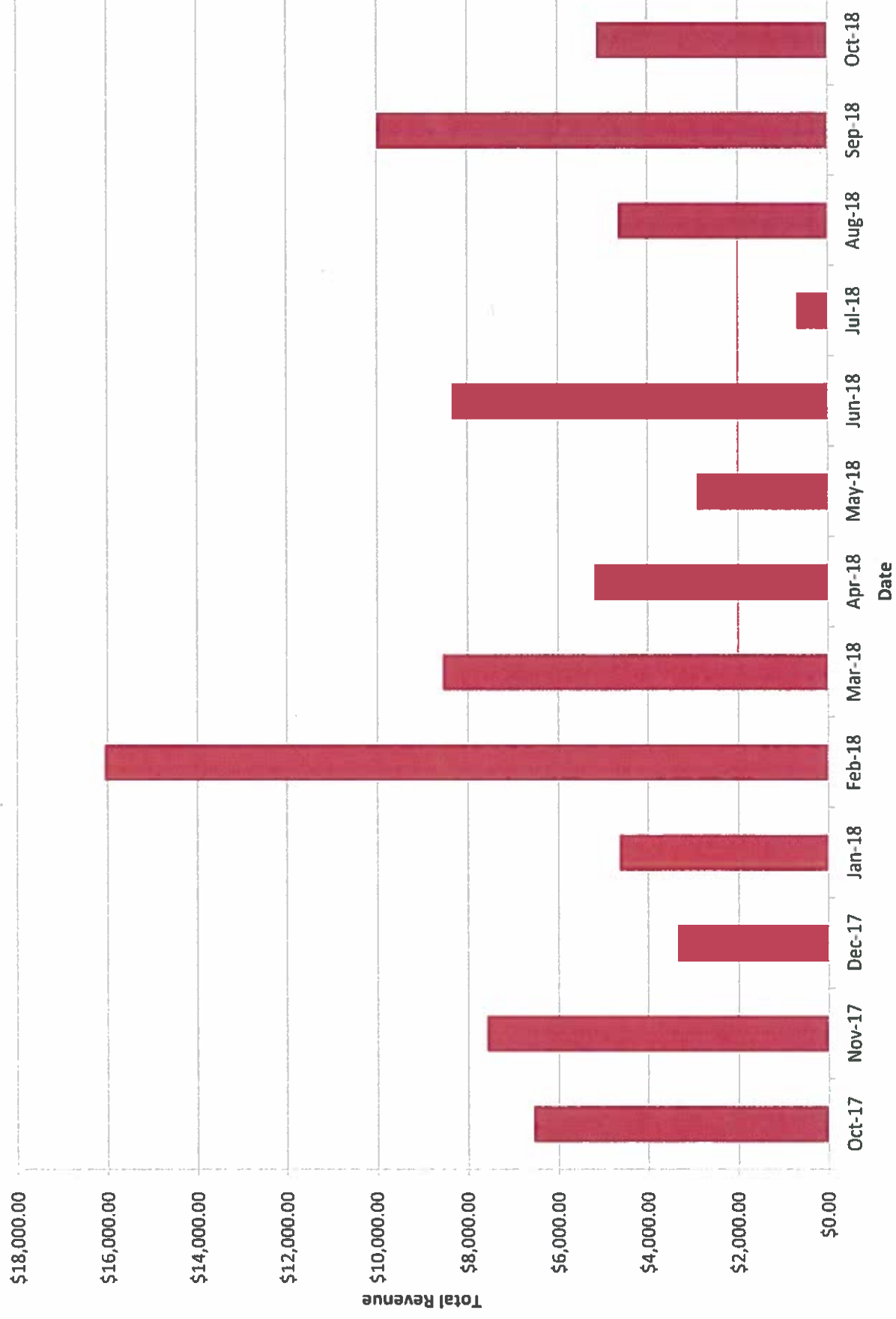
OCTOBER 2018

Total Outstanding Warrants	1437
Total Due from Outstanding Warrants	\$436,372.55
New Warrants Issued by Court	63
Total Warrants Cleared	12
Warrants Cleared by Arrest	1
Total on Payment Plan	211
Total Warrant Revenue	\$5,115.40
Total Time Served Credit	\$1,656.10
Total Cash Payments/Bonds Applied	\$3,459.30
Service Attempts (Including Served)	15
Process Served	15

Total Warrants Cleared



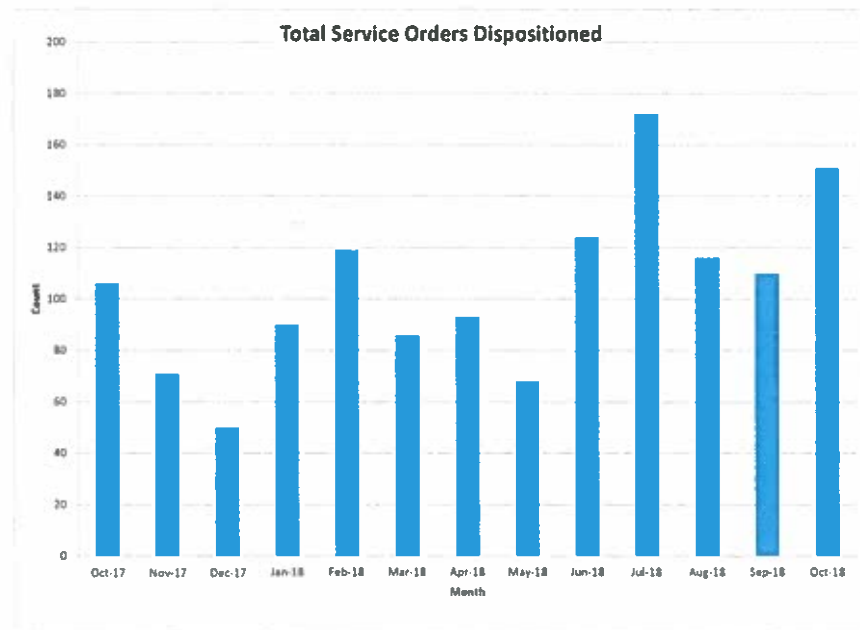
Total Warrant Revenue



Agenda Section	Consent Agenda
Section Number	III.H
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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. _____ <p>No motion, no action</p>

Public Works Monthly Report

Service Order Status



Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2017-2018: 0
 - b. Accidents in Month: None
2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

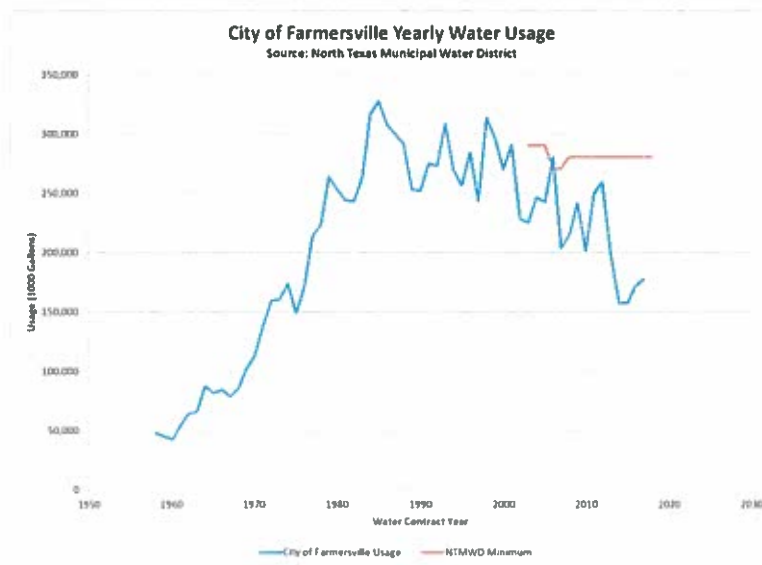
Street System

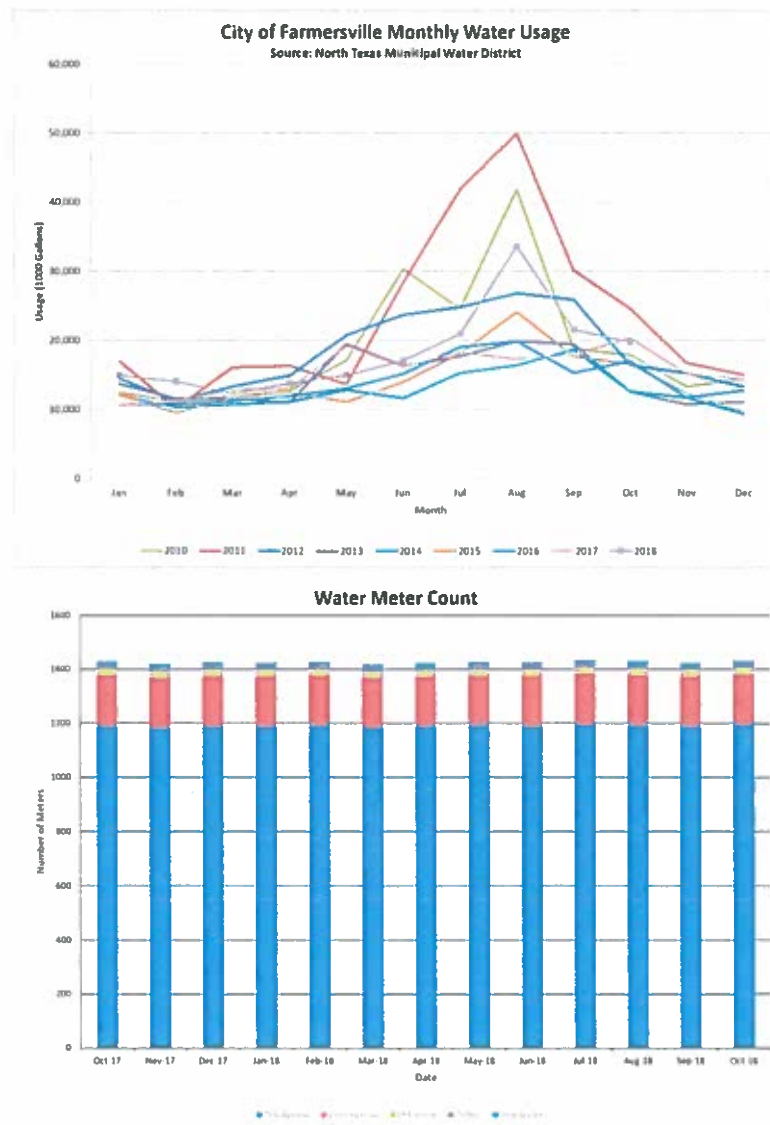
1. Currently active projects in priority order
 - a. Audie Murphy Parkway/US 380 LARS planning (phase: concept only, completion percentage: 75%)
 - b. Main Street sidewalk and storm water grant (phase: construction, completion percentage: 80%)
 - c. Farmersville Parkway, 4 lane divided (phase: concept, completion percentage: 2%)
 - d. Main Street area/bad and faded signs (phase: construction, completion percentage: 30%)
 - e. Hamilton Street reconstruction (phase: engineering, completion percentage: 10%)
 - f. South Rike Street, railroad tracks to Beech Street (phase: preconstruction, completion percentage: 18%)
2. Priority backlog items
 - a. Institute railroad silent crossings
 - b. Maintenance resurfacing and panel replacement
 - i. North Washington Street by intermediate school

ii. Beene Street

Water System

1. Currently active projects in priority order
 - a. Install waterline for Reliable Concrete (phase: preconstruction, completion percentage: 10%)
 - b. Waterline extension for Caddo Park (phase: construction, completion percentage: 40%)
 - c. Install 50 additional AMR meters in the field (phase: construction, completion percentage: 10%)
2. Priority backlog items
 - a. Replace cast iron/galvanized water lines:
 - i. Windom Street from 7th Street alley to Sycamore
 - ii. Rike Street between Summit and Hill
 - iii. Rolling Hills subdivision
 - iv. Hill Street between Orange and Bois D' Arc
 - v. Lee Street
 - b. Recoat/rehab north elevated water tank.



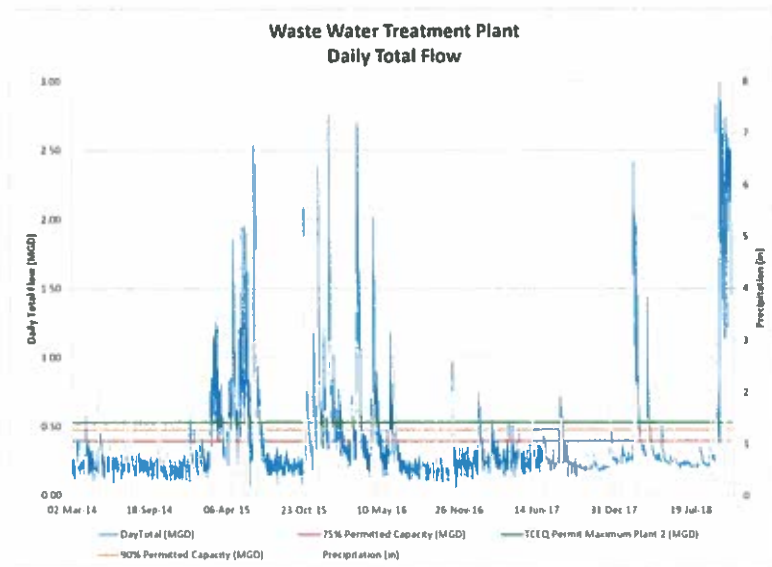


Waste Water System

1. Currently active projects in priority order
 - a. Reconfiguring of CR 611 lift station and gravity main (phase: preconstruction, completion percentage: 7%)
 - b. WWTP #1/#2 upgrades (phase: construction, completion percentage: 25%)
 - c. WWTP #3 design (phase: engineering, completion percentage: 60%)
 - d. WWTP #3 collector line design (phase: engineering, completion percentage: 30%)
 - e. East side lift station with gravity main and force main (phase: engineering, completion percentage: 5%)
 - f. Started work on fixing a major source of blockages and infiltration on an emergency basis related to a six inch wastewater line between Houston Street and Prospect Street. This line has been experiencing cave-ins and must be replaced as soon as possible (phase: engineering, completion percentage: 5%)

2. Priority backlog items

- a. Floyd Road lift station reconstruction with force main.
- b. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
- c. Infiltration project: Point Repair, 1746 Rike Street.
- d. South side lift station construction
- e. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.
- f. CR 607 lift station SCADA upgrade



Storm Water System

1. No new news.

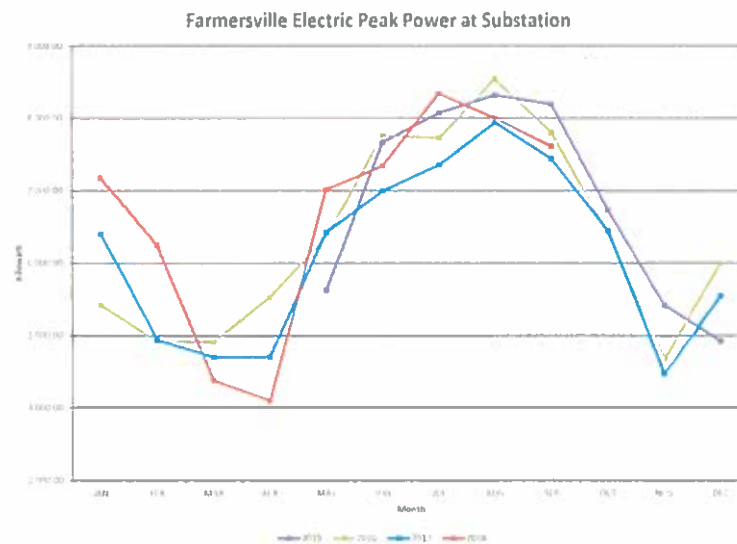
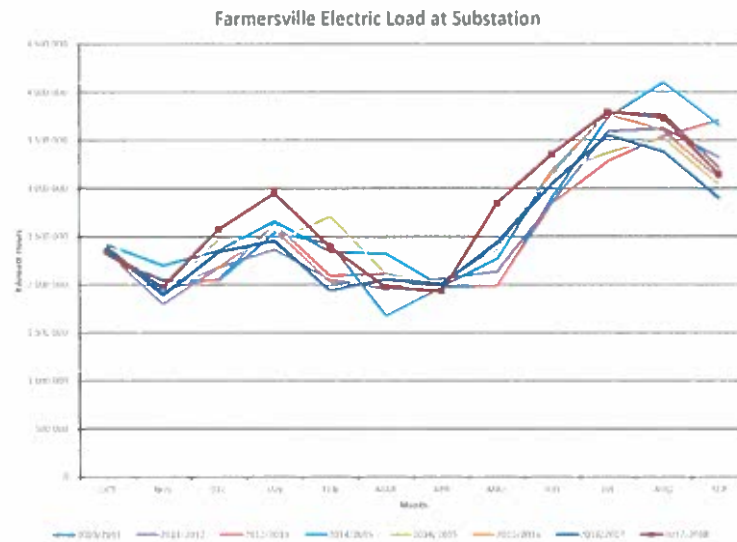
Property and Buildings

1. Currently active projects in priority order
 - a. City Hall: customer service area bullet resistant glass (phase: construction, completion percentage: 95%)
 - b. City Park slide replacement (phase: preconstruction, completion percentage: 25%)
2. Priority backlog items
 - a. JW Spain: west parking lot reconstruction
 - b. Civic Center: flooring replacement
 - c. City Hall: sidewalk replacement where old generator was housed
 - d. Riding Arena: greeting sign with rules
 - e. Downtown: paint gazebo
 - f. Downtown: install banner mounts
 - g. Southlake Park: playground equipment repair
 - h. Rambler Park: gazebo relocation

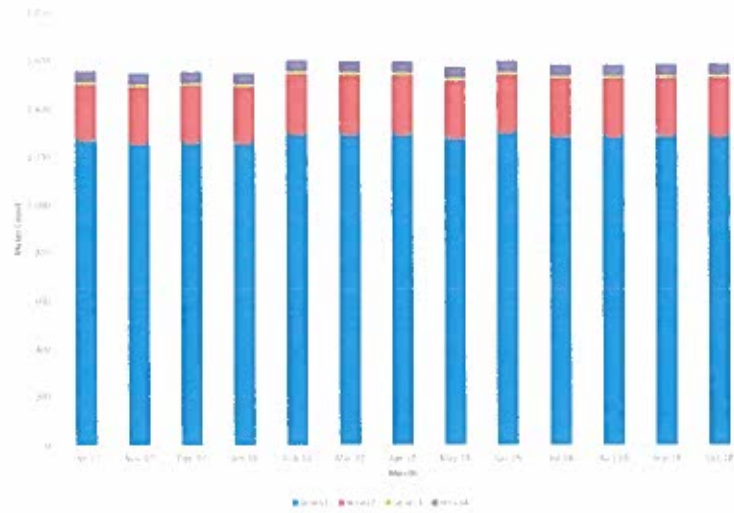
Electrical System

1. Currently active projects in priority order

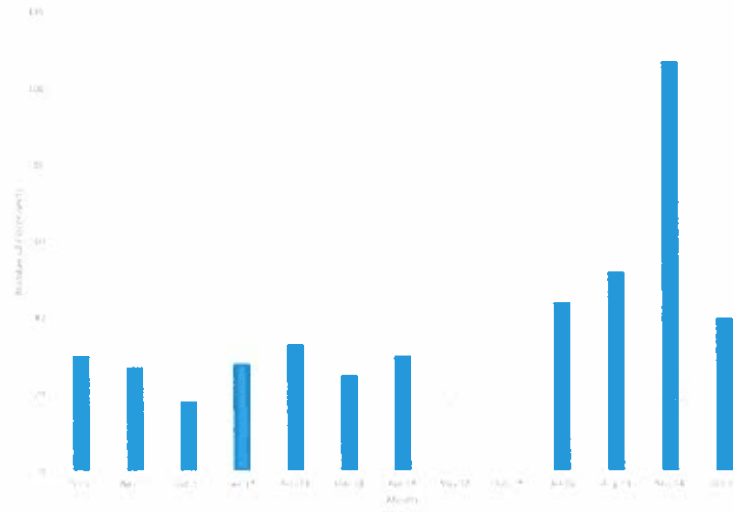
- a. Substation acquisition (phase: concept, completion percentage: 75%)
 - b. Collin College substation and distribution line improvements (phase: concept, completion percentage: 10%)
 - c. JW Spain LED sports lighting (phase: construction, completion percentage: 30%)
2. Priority backlog projects
- a. Tree Trimming (active intermittently)
 - b. Open wire secondary removal (active intermittently)
 - c. New employees & Journeyman Training (active intermittently)



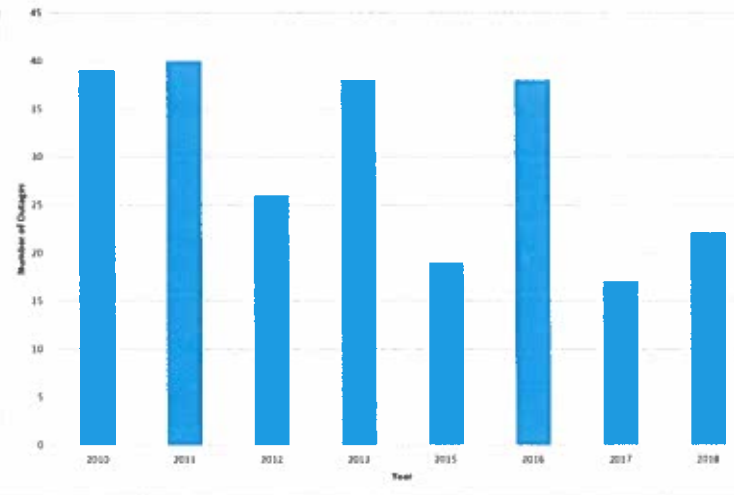
Electrical Distribution System Meter Count

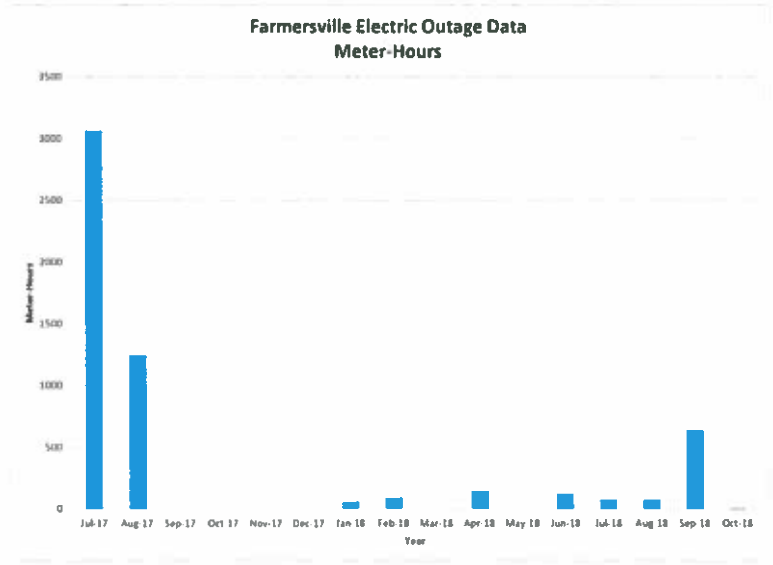
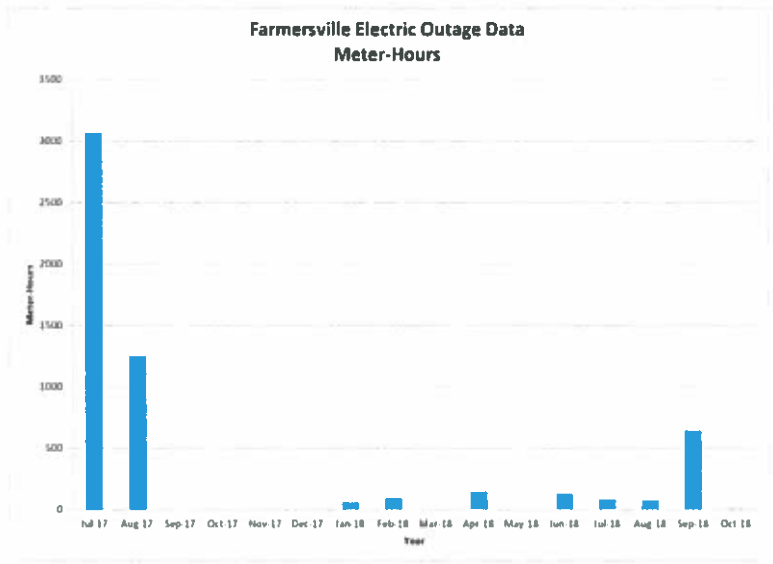
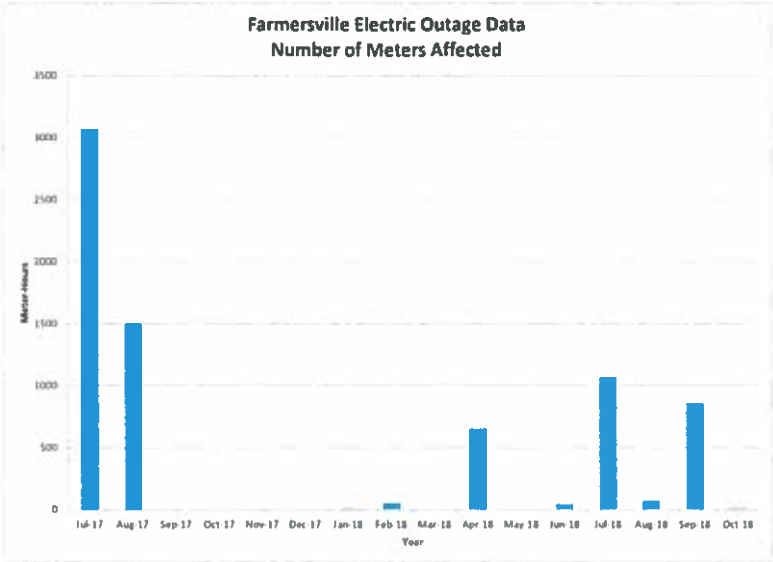


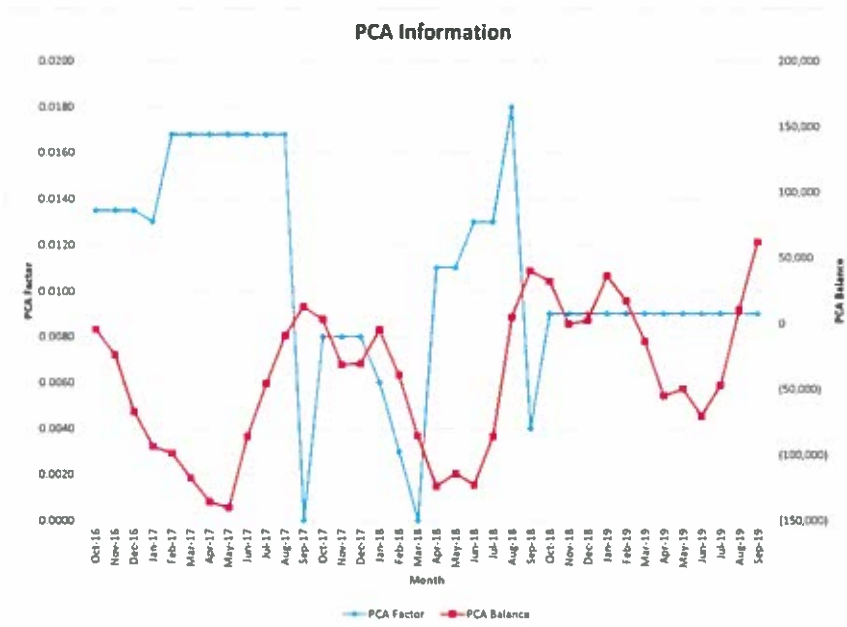
Monthly Electrical System Disconnects for Non-Pay



Farmersville Electric System Outages Per Year
(Scheduled Clearances Not Included)







Refuse System

1. No new news.

Agenda Section	Consent Agenda
Section Number	III.I
Subject	Library Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Library Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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. _____ <p>No motion, no action</p>



Charles J. Rike Memorial Library
203 Orange Street, Farmersville, Texas
www.rikelibrary.com - facebook.com/rikelibrary
972-782-6681

October - 2018

Circulation:	1,696
Computer Users:	185
Wi-Fi User Estimate:	68
Visitors:	1,229
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	6
Patrons Saved \$ *	\$ 21,438.38
New Patrons:	12
Volunteer Hours Donated:	20 hours

The Collin County approved library funding for this upcoming fiscal year; our portion of the funding this year is \$29,661.08.

The librarians gave out Halloween candy bags to the children who visited the library on Wednesday, October 31, 2018.

The library completed an improvement project for 16 drawers installed into the bookcase behind the circulation desk. This project provides better access, storage and room to expand the library's video disc collection. Video checkouts account for approximately 30% of our annual circulation total.

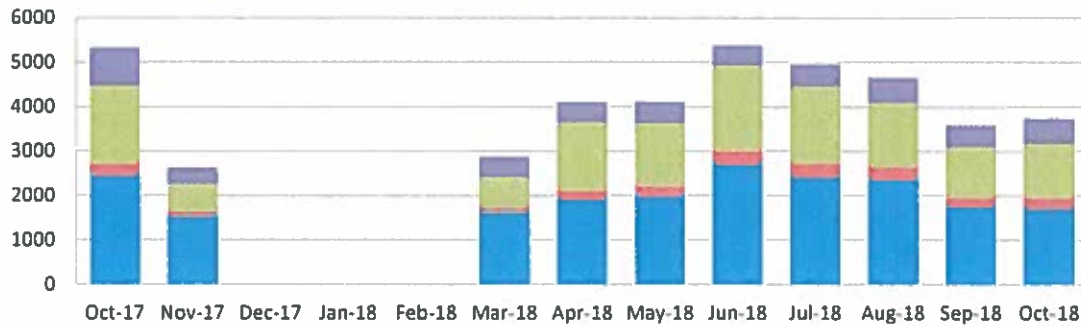


Upcoming Events:

- The "Food for Fines" program starts again December through February 2019.
- "Count the Elves on our Shelves" Starts December 1 – 29th.

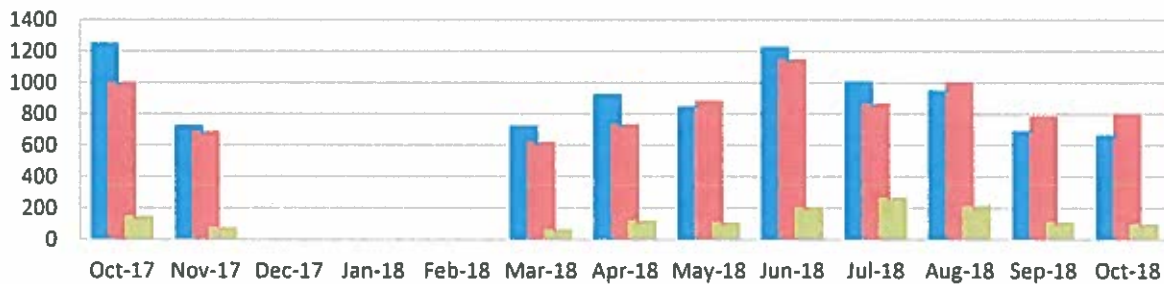
Library Usage

■ Circulation ■ Comp Users ■ Visitors ■ Members Helped



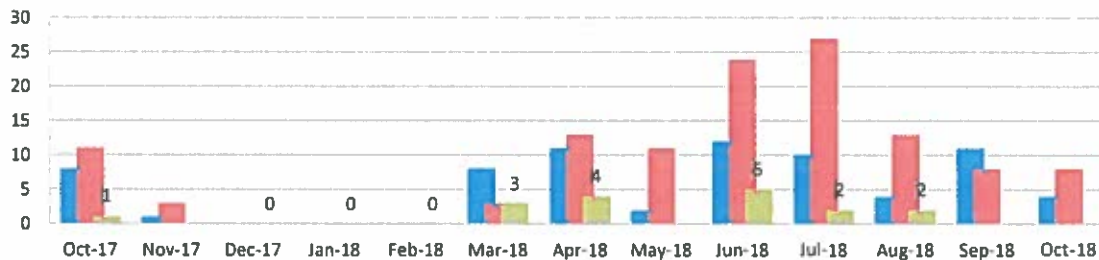
	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
Members Helped	865	368	0	0	0	456	460	483	444	497	574	491	567
Visitors	1764	627	0	0	0	692	1545	1434	1937	1748	1456	1148	1229
Comp Users	265	110	0	0	0	115	211	219	297	316	288	211	253
Circulation	2442	1521	0	0	0	1610	1892	1978	2703	2399	2350	1739	1696

Circulation by Member Type



	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
City	1254	729	0	0	0	729	928	853	1232	1009	954	696	669
County	1004	693	0	0	0	624	737	887	1152	871	1008	789	806
Other	153	80	0	0	0	65	122	113	210	270	219	116	103

New Members



	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
City	8	1	0	0	0	8	11	2	12	10	4	11	4
County	11	3	0	0	0	3	13	11	24	27	13	8	8
Out of County	1		0	0	0	3	4		5	2	2		

Agenda Section	Consent Agenda
Section Number	III.J
Subject	City Manager's Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	City Manager's Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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 Manager Monthly Report

City Manager General

1. Top priority items:
 - a. Be ready for and promote growth.
 - i. Support Reliable Concrete
 - ii. Audie Murphy Parkway/US 380 planning
 - b. Secure funding for Farmersville Parkway to support Collin College.
 - c. Prepare electrical system for expansion to support Collin College.
 - d. Keep the Police and Fire Department running optimally.
 - e. Complete Bond related projects.
 - i. Hamilton Street
 - ii. Street signs

Ordinances and Ordinance Changes

1. New
 - a. Create preservation ordinance. Preliminary version complete and first pass P&Z review complete. Due for second pass P&Z review. (in-progress)
2. Change
 - a. Master Fee Schedule update. (in-progress)
 - b. Zoning ordinance, accessory building requirements. (in-progress)
 - c. Zoning ordinance, zoning map. (backlog)
 - d. Thoroughfare design manual. (backlog)
 - e. Storm water design manual. (backlog)
 - f. Water and Sewer design manual. (backlog)

Contracts/Interlocal Agreements

1. Scanner/Plotter lease contract. (in-progress)
2. Animal shelter ILA. (complete)
3. Caddo Basin SUD CCN agreement. (in-progress)
4. Reliable Concrete development agreement. (in-progress)
5. Review and make changes as necessary to the Riding Club ILA. (in-progress)
6. Jail services contract with Collin County. (in-progress)
7. Ambulance services contract with Collin County. (in-progress)
8. Professional services contract with Daniel & Brown Inc. (backlog)
9. Boundary agreements with the Cities of Blue Ridge, Nevada, Josephine, Caddo Mills. (backlog)
10. Review and make changes as necessary to the Peewee Football ILA. (backlog)

Planning

1. Update comprehensive plan. A great deal of emphasis is being placed on reconfiguring the Land Use Map and the Thoroughfare Map. (in-progress)
 - a. Board/Committee review complete: May 2018
 - b. Land Use Map and Thoroughfare Map redevelopment: February 2019
 - c. Interim rewrite: April 2019
 - d. Planning and Zoning review and Public Workshop: May 2019
 - e. City Council review: June 2019
 - f. Public hearing and Council approval: July 2019

Policy/Procedural Changes

1. Financial procedure. Accounts payable process. (backlog)
2. Logo policy. (backlog)
3. Website development and maintenance policy. (backlog)

Customer Service Window

1. No new news.

Personnel Related Matters

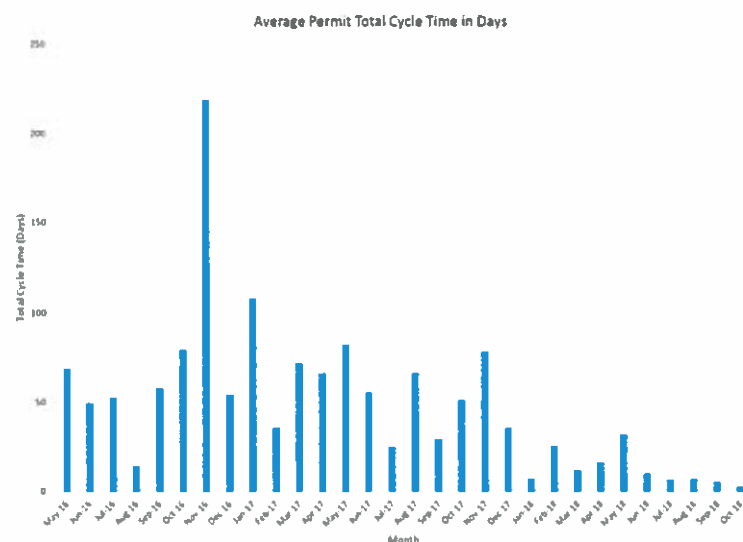
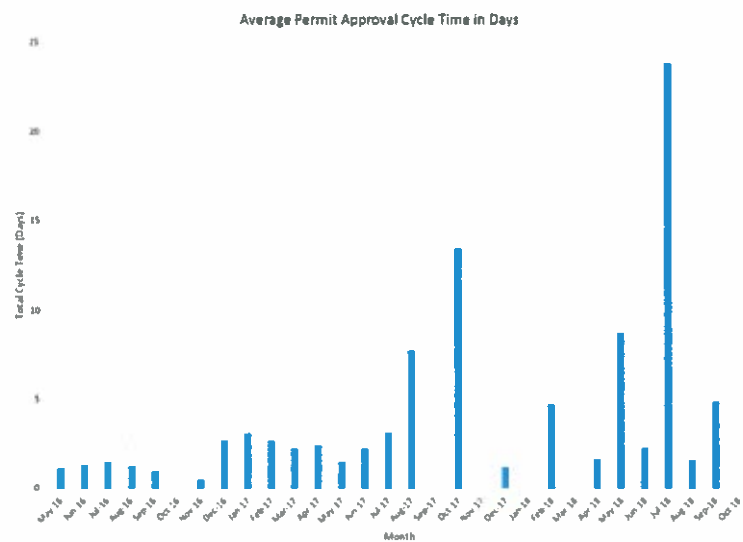
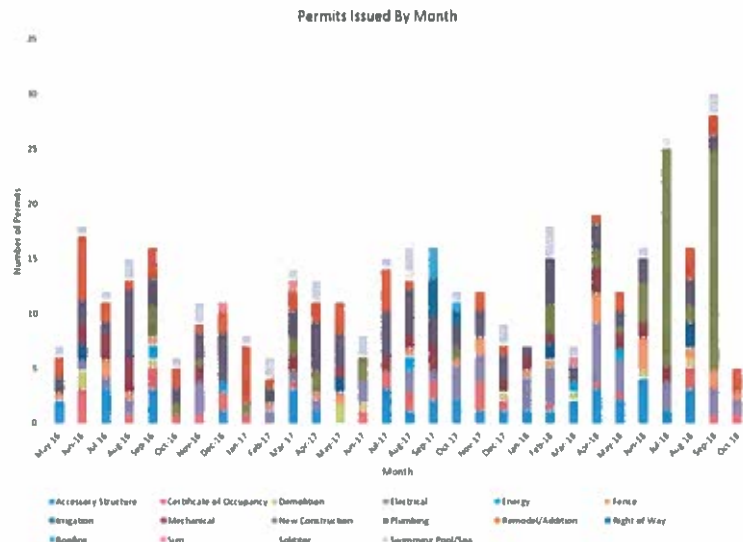
1. Doris Cooks assigned Interim Main Street Manager duties on a volunteer basis. She will hold this position until another fulltime person can be found.
2. Raises and reviews completed.

Budget/Finance

1. Continued work establishing newly acquired OpenGov software. Launch date is mid-December best case.
2. Closing out end of audit year 2017/2018 financials.

Development Services

1. Reliable Concrete
 - a. Completed changes to the Planning and Zoning ordinance for a new “high impact” district.
 - b. Worked on final development agreement changes. Development Agreement due for Council approval 13 Nov 2018.
2. Nelson Brothers Concrete
 - a. Worked on final development agreement changes. Development Agreement due for Council approval 11 Dec 2018.
3. Martin Marietta
 - a. Development Agreement document underway. Targeting council approval by 11 Dec 2018.
4. Palladium Apartment Development
 - a. Worked on access agreement changes.
5. See metrics following.



Information Technology

1. Began installation of primary data redundant storage equipment
2. Use image based backups to speed recovery. (backlog)
3. Shift to Linux based servers as much as possible. (backlog)

Special Events/Projects

1. Supported successful Old Time Saturday event.

IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Financials 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

Farmersville Community Development Corp 4B
September 2018

Statement Balance 9-4-2018	\$340,066.20
Deposits:	
Sales Tax:	\$17,260.41
New Checking Int. .05%	\$13.85
Wire Fee	\$(10.00)
refund	\$-
Checks 2805,2809,2811,2813-2816	\$(11,415.64)
Balance 09-30-2018	\$345,914.82

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Outstanding checks 2786,2817-2820	\$(1,600.00)
Balance 10-5-2018	\$344,314.82

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2018

10/05/2018

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	264,342.12	\$254,014.74	\$262,399.63	\$276,111.23	\$289,990.92	\$302,994.22	\$319,585.33	\$310,739.00	\$323,471.06	\$339,236.84	\$337,781.89	\$327,620.82
Deposits:												
Sales tax deposits	19,322.84	19,542.30	\$17,078.99	18,423.31	20,135.37	\$18,954.31	\$18,306.27	\$23,436.87	\$18,032.25	\$20,940.84	\$19,769.22	\$17,260.41
Interest income-bank	10.42	10.36	\$11.21	11.75	11.11	\$12.95	\$12.81	\$13.23	\$13.33	\$14.27	\$14.45	\$13.85
Transfer to TexPool												
Transfer From Texpool to First Bank												
Misc reimbursement	(10.00)	(10.00)	\$-10.00	(10.00)	(10.00)	\$-10.00	\$-10.00		\$-20.00	(10.00)	\$-10.00	(10.00)
Misc. account adj						\$1,750.00	\$1,854.45					
Total Revenues	283,666.38	273,557.40	279,478.83	292,536.29	310,127.40	323,701.48	\$337,728.86	\$334,188.90	\$341,496.64	\$360,181.75	\$357,555.56	\$344,805.08

Disbursements:

Main Street Personnel & Supplies							\$ 9,388.26				\$ 14,857.38	
Personnel												
Supplies												
Miscellaneous												
Reimburse City for accounting	\$ 273.78	\$ 1,755.77	\$ 1,268.00	\$ 490.92	\$ 985.00	\$ 2,028.75	\$ 50.00	\$ 158.50	\$ 585.00	\$ 250.00	\$ 250.00	\$ 585.26
Chamber of Commerce	\$ 12,000.00											
May Taxes								\$ 881.08				
Land Purchase	\$ 4,998.16				\$ 4,998.18		\$ 4,998.18		\$ 4,988.18			
Fire Works							\$ 8,000.00					
Bain Honaker House Restoration	\$ 1,000.00											
Farmersville Heritage Museum												
Chamber Trick it up bike ride											\$ 9,970.38	
Chaparral Trail Marekling	\$ 675.00	\$ 675.00	\$ 675.00	\$ 200.00	\$ 1,150.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00
Colin College Sponsorship												
Parks Equipment							\$3,482.00				\$ 3,482.00	
National Register Plaques	703.70	\$ 1,750.00	\$ 703.70			\$1,432.40	\$1,432.40			\$ 237.44		
Safety Equipment		\$ 1,977.00	\$ 204.19	\$ 1,854.45			\$984.02					
November 4 clean up day												
Christmas Lights	10,000.00							\$7,425.00				
Sound System									\$ 489.24			
Senior Center Lights								\$ 15,000.00				
Music in the park									\$1,000.00	\$ 750.00	\$ 700.00	
Canopy								\$1,598.26				
North East Texas Trail		5,000.00	\$ 519.71									
Total Expenses	29,650.64	11,157.77	3,368.60	2,545.37	7,133.18	4,136.15	26,989.86	10,717.84	2,260.00	22,399.86	29,834.74	1,270.26
Ending Bank Balance	254,014.74	262,399.63	276,111.23	289,990.92	302,984.22	319,555.33	310,739.00	323,471.06	339,236.64	337,781.89	327,620.82	343,614.82
TEXPOOL Balance	86,792.95	\$85,867.00	\$85,952.80	\$86,047.62	\$86,136.37	\$86,247.22	\$86,355.61	\$86,491.50	\$86,620.87	\$86,759.25	\$86,900.79	\$ 87,043.31
Interest income-TEXPOOL	\$ 75.12	\$ 74.05	\$ 85.60	\$ 94.82	\$ 88.72	\$ 110.88	\$118.39	\$125.84	\$128.77	\$ 138.98	141.54	\$ 142.52
Total Available Funds	339,807.69	348,266.63	362,064.03	376,038.54	389,130.59	405,812.55	397,104.61	409,562.56	425,857.51	424,541.14	414,521.61	430,658.13

Signed:

Agenda Section	Informational Items
Section Number	IV.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Financials 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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

Farmersville Economic Development Corp 4A
October 2018

Statement Balance 10-01-2018	\$313,827.04
Deposits:	
Sales Tax:	\$17,798.01
Cking Int .05%	\$13.32
CD Interest	\$123.29
Transfer to Texpool	
Cleared Checks 1304,1305,1306	\$(3,823.83)
Statement balance 10-31-2018	<hr/> \$327,937.83

Outstanding Transactions

Sales Tax	
Sales Tax	
Transfer to Texpool	
CD Interest	
Oustanding checks	\$-
Balance 11-09-2018	<hr/> <hr/> \$327,937.83

[illegible]

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.E
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Minutes 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<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
PLANNING AND ZONING COMMISSION MINUTES
REGULAR MEETING
September 17, 2018, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Chairman Paul Kelly presided over the meeting which was called at 6:30 p.m. Commissioners Lance Hudson, Rachel Crist and Wyatt McGuire were in attendance. Commissioners Russell Chandler, Luke Ingram, and Sarah Jackson-Butler were absent. Also, in attendance were City Manager, Ben White; staff liaison, Sandra Green; Council liaison, Craig Overstreet; and City Attorney, Alan Lathrom.
- Paul Kelly led the prayer and the pledges to the United States and Texas flags.

II. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss and act upon the Final Plat for Camden Park – Phase 1.
- Paul Kelly read the approval letter from DBI Engineering recommending approval.
 - Wyatt McGuire made a motion to approve the plat.
 - Rachel Crist 2nd the motion.
 - Ben White stated there was a 200 foot section of roadway that was not complete because the City had a lift station located there until the new one became operational. He explained the lift station had been removed, but the contractor was in the process of pouring the concrete. He indicated the approval of the plat would be conditional on the 200 foot section being completed. He also stated that Alan Lathrom had found items that would need to be fixed in the Home Owner's Association (HOA) documents.
 - Rachel Crist asked if the Planning & Zoning Commission would review the HOA documents.

- Alan Lathrom stated they did not typically review them, but the developer would have to fix the items and file it with the county.
- Wyatt McGuire amended his motion to include the conditional approval of the plat upon completion of the 200 foot section of roadway.
- Rachel Crist agreed and made the 2nd motion.
 - Motion to approve with the condition that the 200 foot section of the roadway be completed before the plat could be filed made by Wyatt McGuire
 - 2nd to approve made by Rachel Crist
 - All members voted in favor

B. Consider, discuss and act upon the Final Plat for Camden Park – Phase 2.

- Paul Kelly explained the areas of the plat.
- Ben White again stated the 200 foot section of the roadway would need to be a condition of approval.
 - Motion to approve with the condition that the 200 foot section of roadway be completed before the plat could be filed made by Wyatt McGuire.
 - 2nd to approve made by Rachel Crist
 - All members voted in favor

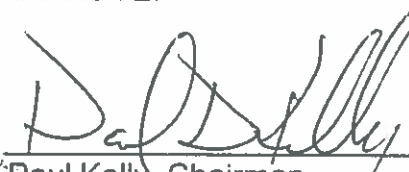
III. ADJOURNMENT

Meeting was adjourned at 6:44 p.m.

ATTEST:

APPROVE:


Sandra Green, City Secretary


Paul Kelly, Chairman





**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
SPECIAL MEETING
September 27, 2018, 7:00 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Chairman Paul Kelly presided over the meeting which was called at 6:30 p.m. Commissioners Lance Hudson, Rachel Crist, Luke Ingram, and Sarah Jackson-Butler were in attendance. Commissioners Wyatt McGuire and Russell Chandler were absent. Also, in attendance were City Manager, Ben White; staff liaison, Sandra Green; Council liaison, Craig Overstreet; and City Attorney, Alan Lathrom.
- Craig Overstreet led the prayer and the pledges to the United States and Texas flags.

II. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Discuss and provide direction regarding possible changes in the Zoning Ordinance for Concrete batch plants and other similar uses in the Light Industrial District and the Heavy Industrial District including, but not limited to, possible changes involving the use, modification or elimination of special use permits (SUP's) and/or the establishment of a new zoning district that would concrete batch plants and similar industrial uses by right.
 - Ben White addressed the Commission, passed out some documents and showed the same on the projector. He showed the proposed future sites of Reliable Concrete, Nelson Brothers Ready Mix and Martin Marietta. He explained the legislature made it to where cities cannot voluntarily annex property into the city limits. He explained the FEDC (4A) is showing employment centers in this area and growing out into eventual city limits. He feels that these areas are consistent with light industrial and heavy industrial.
 - Rachel Crist asked what an SUP was.

- Ben White explained it stood for a Specific Use Permit.
- Alan Lathrom explained an SUP would allow the City to place restrictions or other requirements that ensures the use would not interfere with adjacent property owners.
- Ben White stated time restrictions are placed on SUP's sometimes. He asked the Commission to put themselves in the shoes of the investors and to think if they would want someone to place time frames on their business.
- Alan stated the City had the right to amortize, but not annex.
- Ben White stated one way to get the batch plants to come into the City would be to get rid of the SUP requirement. Some of the Council is concerned because of the number of batch plants that are wanting to come in to the area. One way to address the problem is create a new zoning district called the High Impact District.
- Alan Lathrom stated it could still cause an overrun of batch plants. You would have to modify your Comprehensive Plan to show those areas. Through those limitations it would allow those uses in those areas only. It does what zoning is meant to do and separate those uses from less impactful areas like residential.
- Ben White stated there was a simple way by taking the SUP away and allowing the batch plant in the heavy industrial area by right as well.
- Craig Overstreet told Ben White he needed to tell the Commission what has been stated as to why it would be good for them to come into the City.
- Ben White explained the TIRZ would not support them until they came into the City. Also, they would not have protection from the police department or fire department. He said Tommy Ellison, his mentor, stated that an SUP could show favoritism. He stated he would hate for these batch plants to stay in the county. He stated it was his opinion that creating a new zoning classification would be better.
- Alan Lathrom stated in order to change the Zoning Ordinance it would require property owner notification and publishing notices in the newspaper. Comp plan change would also require public hearings.
- Lance Hudson, Luke Ingram, Paul Kelly, and Sarah Jackson-Butler were all in agreement that it should be a new district for High Impact.
- Alan Lathrom explained that if the property was annexed into the City then under Chapter 43 of the Local Government Code the City would annex the entire county road and would be responsible for the maintenance of the road.
- Direction was given to staff to create an ordinance that would allow for a new High Impact District.
 - Motion to direct staff to create an ordinance that would allow for a new High Impact District made by Lance Hudson
 - 2nd to approve made by Sarah Jackson-Butler
 - All members voted in favor

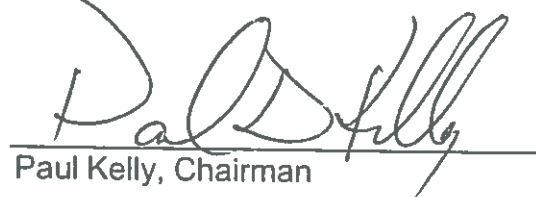
III. ADJOURNMENT

Meeting was adjourned at 7:55 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Paul Kelly, Chairman



Agenda Section	Informational Items
Section Number	IV.F
Subject	Building & Property Standards Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.G
Subject	Texoma Housing Authority
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Agenda and Documents
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



Texoma Housing Partners (THP) Report (Contents)

1. THP Occupancy/Vacancy Report (All Cities)
2. THP Board of Commissioners Meeting Agenda, Oct 15, 2018
3. THP Board of Commissioners Meeting Minutes, July 16, 2018
4. Balance Sheet (THP Combined)
5. Income Statement (THP Combined)

**Texoma Housing Partners
Occupancy/Vacancy
All Cities**

Property	0 BR	1 BR	2 BR	3 BR	4 BR	Total Units	Units Offline	Total Units Available	No. Occupied	% Available Occupied	Vacancies	Waiting List
Bells	2	6	7	3	1	19		19	19	100%	0	29
Bonham	0	16	48	20	8	92	1	91	90	99%	1	79
Celeste	0	13	7	4	0	24		24	24	100%	0	20
Ector	0	0	6	3	1	10		10	10	100%	0	29
Farmersville	0	35	6	8	0	49		49	49	100%	0	45
Gunter	0	5	2	5	0	12		12	12	100%	0	18
Honey Grove	0	35	18	15	2	70	4	66	65	98%	1	9
Howe	0	12	6	4	0	22	2	20	20	100%	0	52
Ladonia	0	4	10	5	1	20	1	19	18	95%	1	3
Leonard	4	28	12	4	2	50		50	50	100%	0	27
Pottsboro	0	2	6	3	0	11		11	11	100%	0	19
Princeton	0	10	4	2	0	16		16	16	100%	0	57
Savoy	4	6	12	3	0	25		25	23	92%	2	28
Tom Bean	2	8	5	2	2	19		19	16	84%	3	27
Trenton	0	4	9	4	0	17		17	16	94%	1	39
Tioga	0	4	1	1	0	6		6	5	83%	1	13
Van Alstyne	0	8	10	2	0	20		20	20	100%	0	66
Whitewright	0	14	10	8	0	32		32	31	97%	1	42
Windom	0	2	2	2	0	6		6	6	100%	0	6
Total	12	212	181	98	17	520	8	512	501	98%	11	608

As of October 2018

THP BOARD OF COMMISSIONERS MEETING AGENDA

Bonham Administrative Office
810 W. 16th St., Bonham, TX
5:30 PM – Monday – October 15, 2018



- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Approval of Minutes: Approve Meeting Minutes for July 2018
- D. Executive Director's Report
 - a. Welcome New Board Member
 - b. Honey Grove Update
 - c. Occupancy Report
- E. Consent

All items on Consent Agenda are considered routine by the Texoma Housing Partners Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

 - a. July, August and September 2018 Liabilities; Authorize the Secretary/Treasurer to make payments in the amounts as listed.
- F. Action
 - a. Authorize Selection of Revise as Website Contractor
Allison Reider, Executive Director page #24
 - b. Authorize Selection of Contractor for Capital Project – Window Replacement
Allison Reider, Executive Director page #147
 - c. Authorize Initiation of Sweep Account for THP Bank Account
Becky Miles, CPA Consultant page #148
 - d. FYE 2019 Budget Status Update
Becky Miles, CPA Consultant page #153
- G. Citizens to be Heard
- H. Adjourn

APPROVAL

Allison Reider
Executive Director

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Susan Ensley at (903) 583-3336 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above agenda was posted at the Bonham Housing Authority administrative offices in a place readily accessible to the general public and made available to the City Halls in the Texoma Housing Partners cities on October 11, 2018.



The Nation's First Affordable Housing Consortium

Agenda was posted at 810 W. 16th St., Bonham, TX 75765, (903) 583-3336, Fax: (903) 583-2587, www.texas-housing.org

MINUTES OF THE MEETING OF THE
TEXOMA HOUSING PARTNERS
BOARD OF COMMISSIONERS
July 16, 2018

Members Present: Marty Burke (Celeste); Les Cooks (Farmersville); Patti Kanegae (Tioga); Libby Schroeder (Leonard); Beth Woodson (Bells); Loretta Oliver (Windom); Cecil Jones (Ladonia); Virgil Cornwell (Savoy); Cliff Gibbs (Gunter); Pam Glass (Princeton);

Staff Present: Allison Reider, Susan Ensley, Mike Hayes, Elizabeth Miles

Guest Present: Jamie Lawrence, Mayor, City of Whitewright

- A. Chairman Burke called the meeting to order and a quorum was declared of the Board of Commissioners at 5:30 P.M.
- B. Invocation and Pledges
- C. A motion was made by Beth Woodson to approve the minutes of the meeting of May 2018. The motion was seconded by Patti Kanegae. Motion carried.
- D. Public Housing Director's Report: Allison Reider welcomed guest Jamie Lawrence, Mayor of Whitewright. She also introduced Christina Phelps, Maintenance Specialist, who played a short highlight video of the past year's accomplishments. Allison discussed the employee appreciation lunch and tenure awards. She told the board that the new construction for the burned units in Honey Grove would start August 1, 2018. Allison informed the board that the painting project for Bonham Site 1 had begun and she would provide pictures to the board at the next meeting. Susan Ensley provided the occupancy report to the Board and reported a 98 % occupancy rate across the 19 properties.
- E. A motion was made by Libby Schroeder to approve the Consent items. This motion was seconded by Pam Glass. Motion carried.
- F. Action
 - 1. Approve Five Year Plan for 2018-2022: A motion was made by Cliff Gibbs to approve the projected capital expenditures for the next five years. The motion was seconded by Libby Schroeder. Motion carried.
 - 2. Budget status update: Elizabeth Miles discussed the financials as of June 2018. She recommended no changes to the budget at this time. A motion was made by Loretta Oliver to approve the financials as presented. The motion was seconded by Libby Schroeder. Motion carried.
- G. Patti Kanegae made a motion to adjourn. It was seconded by Beth Woodson. Adjourned by Chairman Burke at 6:25 PM.



TO: THP Board of Commissioners
FROM: Allison Reider, Executive Director *AR*
DATE: October 10, 2018
RE: Selection of Contractor

RECOMMENDATION

Authorize the Executive Officer Committee to make selection of the contractor for the Capital Project: Window Replacement.

DISCUSSION

In accordance with the THP Procurement Policy, a Request For Proposal process was completed for the Capital Project: Window Replacement. The pre-bid conference is scheduled for October 16, 2018 with the bid opening scheduled for October 30, 2018.

In order to move the process forward, it will be necessary to make the selection prior to the next board meeting scheduled for December.



TO: THP Board of Commissioners

FROM: Allison Reider, Executive Director *AR*

DATE: October 10, 2018

RE: THP Website

RECOMMENDATION

Authorize selection of Revize as the Website Contractor.

DISCUSSION

THP constantly pursues providing the very best service and our website plays an important role as a communications tool and information resource for residents, board members and the community at large. The goal of the THP website is to provide simple, electronic access to housing services and to serve as a public communications tool through implementation of enhanced web-based technology. The current website is not completed and requires a complete redesign.

In accordance with the THP procurement policy, a Request For Proposals (RFP) process for Website services was completed; three submissions were received.

The submissions were reviewed by the Executive Director and the THP IT Contractor, Marjen who provided an expert technological opinion.

The following represents the scoring results:

COMPANY	REVIZE	LOUDER	BROOKSJEFFERY
Understanding of Mission and Website Needs. 20%	20%	20%	0%
Experience in marketing, design and web design for Housing Authorities. 30%	30%	15%	30%
Capability to perform all necessary work in-house. 30%	30%	20%	20%
Overall cost and cost relative to value (best value). 20%	\$16,550 17%	\$14,000 20%	\$21,390 5%
TOTAL	97%	75%	55%



TO: THP Board of Commissioners
FROM: Allison Reider, Executive Director
DATE: October 10, 2018
RE: THP Investments

RECOMMENDATION

Authorize the initiation of a sweep account for the THP bank account to maximize return on investment.

DISCUSSION

The investment sweep account is an efficient way to invest THP funds while retaining full access; and will garner a much higher return versus using a typical investment such as a CD. THP is required to maintain a 6-month reserve level in the bank. That required amount is \$2,067,529; the checking account balance is currently over \$3,000,000. As the attached overview explains, the investment Sweep account "sweeps" funds automatically at the end of the day and are invested overnight; funds are automatically moved back to the deposit account as the first transaction the next day.

BUDGET

Anticipated annual return at 1.4% interest on minimum checking account balance of 6 month reserve level is approximately \$28,945.



TO: THP Board of Commissioners
FROM: Elizabeth Miles, CPA
DATE: October 15, 2018
RE: THP FYE 2019 Budget Status Update

RECOMMENDATION

Accept recommendation regarding the Operating Budget for THP FYE 2019 Budget, if any.

BACKGROUND

Each THP Governing Body meeting, the Board is presented with a status update of the current fiscal year Operating and Capital budgets and afforded the opportunity to make desired changes those budgets as conditions warrant.

DISCUSSION

A Statement of Revenue and Expense for the Operating and Capital Budgets for FYE 2019 are attached, along with a Balance Sheet as of September 2018.

BUDGET

Finance does not recommend any budget adjustments for the THP Operating and Capital Budgets FYE 2019.

Balance Sheet - THP Combined

Report Ending Date: 09/30/2018

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	Current Year Ending Balance	Prior Year Ending Balance
<u>ASSETS</u>		
Current Assets		
Cash in Bank - Checking	1,823,474.50	652,763.88
Cash in Bank - Savings	1,308,206.89	1,305,874.43
Certificates of Deposit	96,008.44	95,581.42
Accounts Receivable - Tenants	-10,760.80	18,936.56
Accounts Receivable - Other	1,410.00	13,452.33
Interfund Due from/to		
Prepaid Expenses	70,694.41	107,471.91
Inventory	0.00	0.00
Total Current Assets	3,289,033.44	2,194,080.53
Fixed Assets		
Land	168,493.47	154,143.47
Site Improvements	7,406,969.71	7,406,969.71
Dwelling Structures	22,583,068.87	22,441,301.76
Non Dwelling Structures	0.00	0.00
Vehicles and Equipment	642,641.29	608,386.13
Total Fixed Assets	30,801,173.34	30,610,801.07
Accumulated Depreciation	-24,135,111.24	-23,356,219.18
Net Fixed Assets	6,666,062.10	7,254,581.89
Total Assets	9,955,095.54	9,448,662.42
Liabilities and Net Assets		
Accounts Payable	-16,026.22	-2,314.89
Tenant Security Deposits	-48,248.57	-48,167.00
Payroll Withholdings	-6,722.56	-2,551.16
Accrued Payroll	-24,440.62	0.00
Accrued Compensated Absences	-17,883.11	0.00
PILOT Payable	0.00	-10,371.21
Prepaid Tenant Rents	0.00	0.00

Balance Sheet - THP Combined

Report Ending Date: 09/30/2018

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	Current Year Ending Balance	Prior Year Ending Balance
Current Portion of Long Term Debt	-166,621.62	0.00
Total Current Liabilities	-279,942.70	-63,404.26
Long Term Liabilities		
Mortgage Note - net of current	-10,862.03	-28,519.60
Total Long Term Liabilities	-10,862.03	-28,519.60
Net Assets		
Invested in Fixed Assets net of debt	0.00	0.00
Unrestricted Net Assets	-9,037,061.58	-9,608,709.86
Net Income	-627,229.23	251,971.30
Total Net Assets	-9,664,290.81	-9,356,738.56
Total Liability and Net Assets	-9,955,095.54	-9,448,662.42

Income Statement - THP Combined

Report Ending Date: 09/30/2018

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	This Month Actual	Year-To-Date Actual	Annual Budget	Variance Better (Worse)	Prior Year YTD Total
Operating Revenue					
Dwelling Rents	\$81,418.00	\$611,455.30	(\$1,343,000.00)	\$1,954,455.30	\$671,288.12
Excess Utilities	\$5,620.40	\$18,171.14	\$0.00	\$18,171.14	\$44,487.29
Operating Subsidy	\$111,472.00	\$724,837.00	(\$1,421,579.00)	\$2,146,416.00	\$806,769.01
Capital Funds - Operations	\$0.00	\$872,754.00	(\$872,753.00)	\$1,745,507.00	\$0.00
Interest Income	\$180.59	\$889.93	(\$1,150.00)	\$2,039.93	\$875.53
Other Revenues	\$1,918.24	\$12,597.47	(\$500.00)	\$13,097.47	\$10,523.39
Total Operating Revenues	\$200,609.23	\$2,240,704.84	(\$3,638,982.00)	\$5,879,686.84	\$1,333,943.34
Operating Expenses					
Administrative					
Administrative Salaries	\$35,098.32	\$229,463.24	\$458,000.00	(\$228,536.76)	\$191,577.82
Employee Benefits	\$6,950.69	\$67,624.80	\$139,486.00	(\$71,861.20)	\$110,971.68
Travel	\$3,568.64	\$11,804.85	\$25,000.00	(\$13,195.15)	\$10,562.72
Accounting Fees	\$2,900.00	\$17,880.00	\$30,000.00	(\$12,120.00)	\$5,400.00
Auditing Fees	\$0.00	\$0.00	\$22,000.00	(\$22,000.00)	\$0.00
IT Costs	\$2,748.07	\$34,626.91	\$62,200.00	(\$27,573.09)	\$45,971.10
Other Administrative Costs	\$7,160.83	\$47,207.28	\$92,300.00	(\$45,092.72)	\$147,955.77
Total Administrative	\$58,426.55	\$408,607.08	\$828,986.00	(\$420,378.92)	\$512,439.09
Tenant Services					
Tenant Services Salaries	\$3,922.17	\$25,102.06	\$50,988.00	(\$25,885.94)	\$3,584.65
Employee Benefits	\$829.50	\$7,812.54	\$16,465.00	(\$8,652.46)	\$517.62
Other Tenant Services Costs	\$893.65	\$4,948.37	\$19,500.00	(\$14,551.63)	\$5,803.47
Total Tenant Services	\$5,645.32	\$37,862.97	\$86,953.00	(\$49,090.03)	\$9,905.74

Income Statement - THP Combined

Report Ending Date: 09/30/2018

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 199, 220, 221, 601, 602, 603, 900

	This Month Actual	Year-To-Date Actual	Annual Budget	Variance Better (Worse)	Prior Year YTD Total
Utilities					
Water	\$14,366.67	\$81,907.60	\$165,823.00	(\$83,915.40)	\$74,213.77
Electricity	\$22,185.74	\$47,039.88	\$110,126.00	(\$63,086.12)	\$50,818.30
Gas	\$242.82	\$2,014.96	\$9,200.00	(\$7,185.04)	\$1,753.60
Sewer	\$8,775.50	\$48,901.40	\$107,000.00	(\$57,098.60)	\$50,799.36
Garbage	\$4,862.95	\$34,732.96	\$77,964.00	(\$43,231.04)	\$33,045.32
Total Utilities	\$50,433.68	\$215,598.80	\$470,113.00	(\$254,516.20)	\$210,630.35
Maintenance					
Maintenance Salaries	\$46,625.29	\$303,971.11	\$568,072.00	(\$284,100.89)	\$248,886.74
Employee Benefits	\$9,695.59	\$92,367.47	\$261,537.00	(\$169,169.53)	\$124,406.27
Materials	\$19,035.12	\$155,436.84	\$359,800.00	(\$204,363.16)	\$200,592.37
Maintenance Contract Costs	\$26,948.20	\$160,520.99	\$308,400.00	(\$147,879.01)	\$111,453.82
Maintenance Vehicle Costs	\$403.59	\$30,885.42	\$49,500.00	(\$18,614.58)	\$31,069.31
Protective Services	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Total Maintenance	\$102,707.79	\$743,181.83	\$1,567,309.00	(\$824,127.17)	\$719,418.51
General Expenses					
Insurance	\$0.00	\$0.00	\$89,500.00	(\$89,500.00)	\$3,180.68
PILOT	\$0.00	\$0.00	\$71,929.00	(\$71,929.00)	\$0.00
Collection Losses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Expense	\$28.69	\$260.14	\$0.00	(\$260.14)	\$863.70
Total General Expenses	\$28.69	\$260.14	\$161,429.00	\$161,168.86	\$4,044.38
Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Income Statement - THP Combined

Report Ending Date: 09/30/2018

Fund: 038, 088, 089, 091, 092, 093, 097, 100, 101, 107, 108, 115, 126, 127, 132, 133, 139, 198, 220, 221, 601, 602, 603, 900

	This Month Actual	Year-To-Date Actual	Annual Budget	Variance Better (Worse)	Prior Year YTD Total
Total Operating Expenses	\$217,242.03	\$1,405,508.82	\$3,114,790.00	\$1,709,281.18	\$1,456,438.07
Net Income from Operations	\$16,632.80	(\$835,196.02)	\$6,753,772.00	(\$7,588,968.02)	\$122,494.73
Other Revenue					
Insurance Proceeds	\$0.00	\$41,416.05	(\$1.00)	\$41,417.05	\$57,247.92
Other Expenses					
Casualty Losses	\$30,730.00	\$51,126.00	\$1.00	\$51,125.00	\$206.00
Capital Funds Non Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Fees & Costs	\$0.00	\$20,811.20	\$71,734.00	(\$50,922.80)	\$6,630.60
CFP - Site Improvements	\$52,999.00	\$104,989.00	\$663,032.00	(\$558,043.00)	\$44,150.00
CFP - Dwelling Structures	\$24,000.00	\$24,000.00	\$180,000.00	(\$156,000.00)	\$70,615.00
CFP - Dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Non Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFP - Non Dwelling Equipment	\$0.00	\$46,812.00	\$70,000.00	(\$23,388.00)	\$65,122.89
Total Other Expenses	\$107,729.00	\$247,538.20	\$984,767.00	\$737,228.80	\$186,724.49
Net Other Revenue and Expenses	\$107,729.00	\$206,122.15	\$984,768.00	\$778,645.85	\$129,476.57
Net Income	(\$124,361.80)	\$629,073.87	(\$7,738,540.00)	\$8,367,613.87	(\$251,971.30)

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the second reading of Ordinance #O-2018-1023-001 regarding a curfew for minors under seventeen (17) years of age.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 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 23rd day of October, 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


VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Presentation by TxDOT and discussion regarding the U.S. Highway 380 project.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. TxDOT Power Point 2. Proposed Routes 3. Impact Worksheet 4. Petition from citizens
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


TEXAS DEPARTMENT OF TRANSPORTATION


BE SAFE.
DRIVE SMART.



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 2

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.

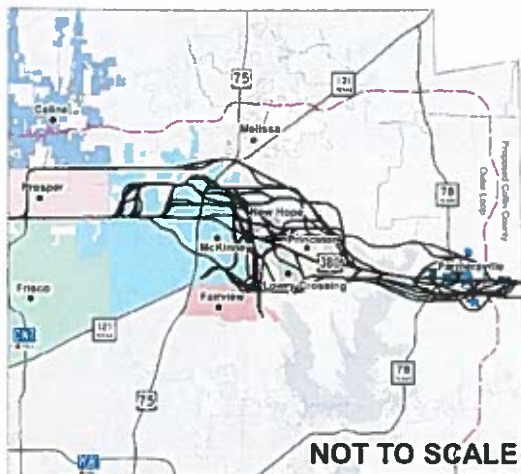
US 380 Feasibility Study Update

October 4, 9, and 11

4

Freeway Alignment Options

SUMMER 2017



SPRING 2018

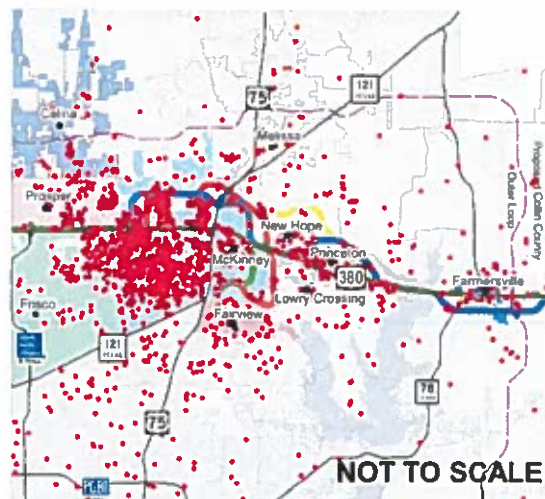


US 380 Feasibility Study Update

October 4, 9, and 11

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 COLLIN COUNTY WHERE INPUT WAS RECEIVED DURING THE COMMENT PERIOD

US 380 Feasibility Study Update

October 4, 9, and 11

What We Heard – Input Spring 2018

3:1
SUPPORT FOR
BUILDING A FREEWAY V.
NO BUILD ALTERNATIVE

1,897
SELECTED PREFERENCE FOR AN
ALIGNMENT ALONG THE
EXISTING US 380

WHAT RESIDENTS PREFER FOR THEIR CITY/TOWN

**FREEWAY ALONG
EXISTING
US 380**
PROSPER
FRISCO
MCKINNEY

**FREEWAY NORTH OF
TOWN
LIMITS**
NEW HOPE
LOWRY CROSSING

**NO
CLEAR
CONSENSUS**
FAIRVIEW
PRINCETON
FARMERSVILLE

US 380 Feasibility Study Update

October 4, 9, and 11



Feasibility Study Key Factors



ENGINEERING
ANALYSIS



TRAFFIC
ANALYSIS



SAFETY AND
CRASH DATA



RIGHT-OF-WAY
REQUIREMENTS



EXISTING AND
PLANNED RESIDENTIAL
AND COMMERCIAL
DEVELOPMENTS



EXISTING AND
PLANNED UTILITIES



COST AND
ECONOMIC IMPACT



OTHER PLANNING
EFFORTS



NATURAL AND
CULTURAL
RESOURCES



ENDANGERED
SPECIES



LAND USE AND
PARKLAND



WATER RESOURCES
AND FLOOD PLAINS



HAZARDOUS
MATERIALS



SOCIAL AND
COMMUNITY
IMPACTS



STAKEHOLDER AND
PUBLIC INPUT

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October 4, 9, and 11



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

9

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

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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

October 4, 9, and 11

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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



US 380 Feasibility Study Update

October 4, 9, and 11

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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

October 4, 9, and 11

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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	Evaluation Category	No Build	Green Alignment	Red Alignment Option A	Red Alignment Option B
Number of Residential Property Impacts	0	18	43	41	Enhances Regional Mobility				
Number of Residential Displacements	0	21	18	16	Satisfies Travel Demand				
Number of Business Impacts	0	77	18	5	Enhances Safety				
Number of Business Induced Displacements	0	11	1	0	Supports Future Regional Economic Growth				
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					

Criteria Rating Scale				
Does not achieve criteria	Satisfies as much criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria
				

US 380 Feasibility Study Update

October 4, 9, and 11

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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

US 380 Feasibility Study Update

October 4, 9, and 11

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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 achieve criteria	Some criteria mostly achieved	Partially meets criteria	Mostly meets criteria	Highly meets criteria

US 380 Feasibility Study Update

October 4, 9, and 11

17

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

October 4, 9, and 11

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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	Sometimes meets criteria	Partially meets criteria	Mostly meets criteria	Highly meets criteria
				

US 380 Feasibility Study Update

October 4, 9, and 11

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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

October 4, 9, and 11

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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			

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

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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

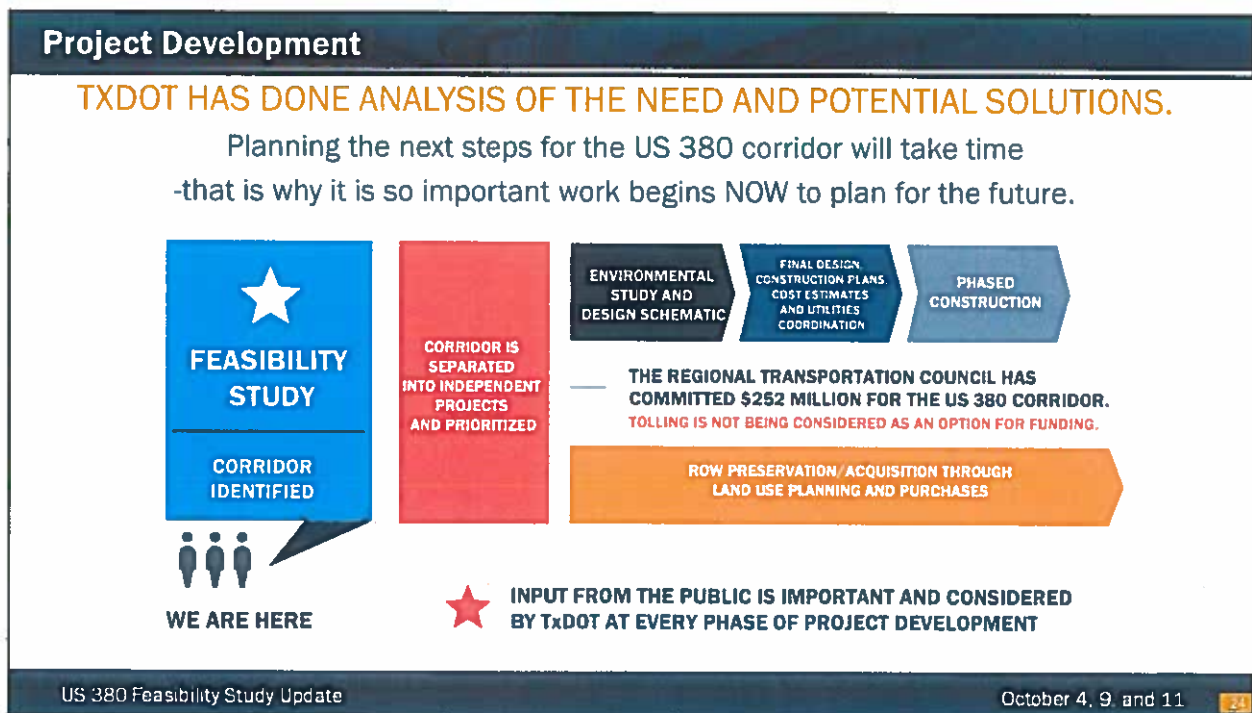
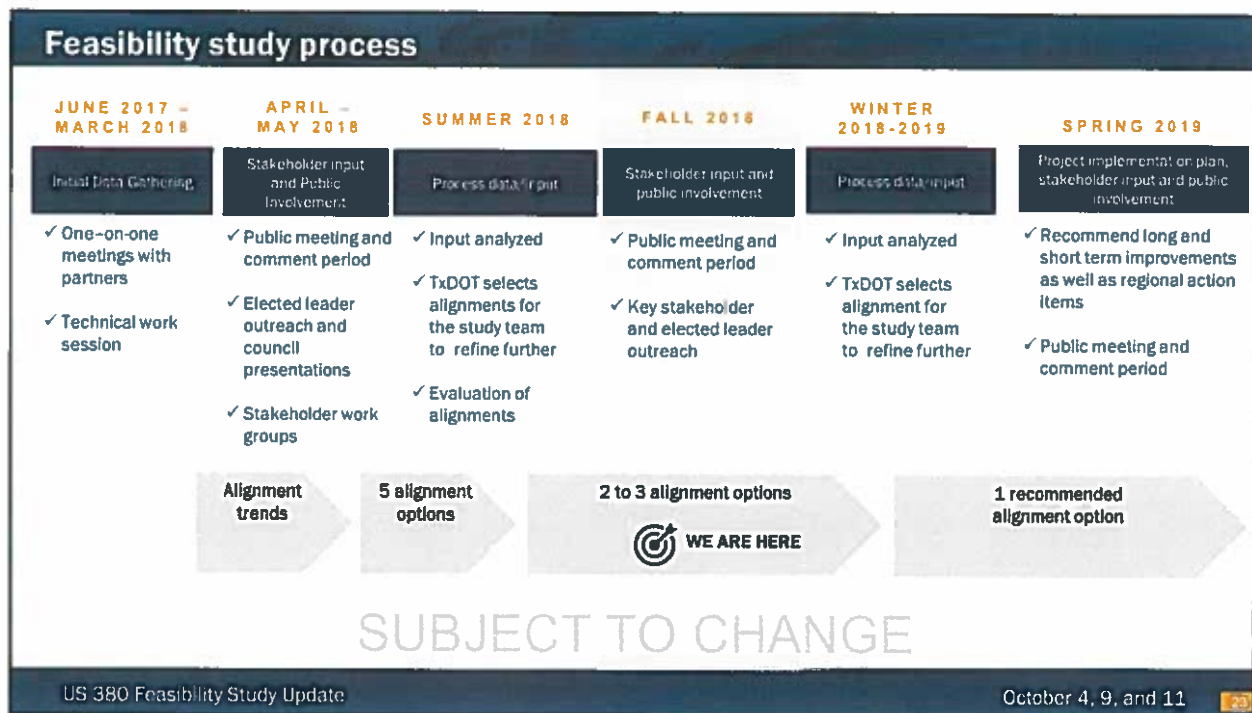
LEVEL OF
SERVICE

B

US 380 Feasibility Study Update

October 4, 9, and 11

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Study Contacts



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Officer

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US 380 Feasibility Study Update

October 4, 9, and 11



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

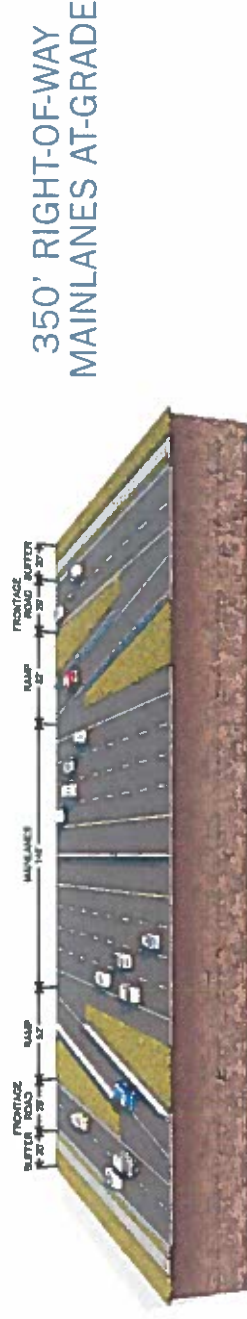
October 4, 9, and 11





TEXAS DEPARTMENT OF TRANSPORTATION

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



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

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





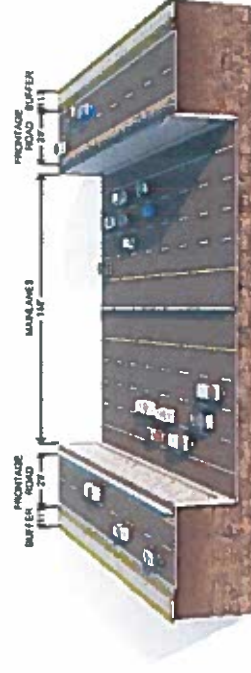
TEXAS DEPARTMENT OF TRANSPORTATION



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)





Impacts Related to the US 380 Limited Access Roadway Options

Category	Alignment			
	Current ROW Path	Bypass	Yellow	Red
	Green	Pink		
Number of Parcels Inside City	119	88	6	0
Number of Parcels Inside TIRZ	150	114	27	10
Number of Parcels Inside USACOE Land	2	3	2	6
Number of Parcels in Agricultural Use	34	36	39	50
Number of Houses Affected	18	18	5	11
Number of Commercial Establishments Affected	45	36	5	1
Number of Civic/Social Organizations Impacted	8	8	0	0
Ad Valorem Tax Revenue Eliminated Per Year	131,507	78,122	2,429	0
Sales Tax Impact				
Number of Jobs Impacted				
Positive Impact from Roadway, Perryman Study				
City of Farmersville Utility Relocation Costs				

Rapid Population Growth and Transportation Corridors FARMERSVILLE DEVELOPMENT

Residents may be unaware that the FARMERSVILLE CITY COUNCIL chose to table the discussion of development of limited access roadways (LARs) already underway via Collin County/Commissioners Court to better chance of receiving Proposition 7 Texas voter approved State Highway Funds. County officials and TxDOT have identified **US 380** and North-South roads east of US 75 (including proposal for **Rt 78**) for LAR. Residents must provide feedback on the roadway plan. City Council will review the situation, but the goal is to provide input before TxDOT and Collin County officials proceed without Farmersville resident insight.

On the Farmersville website, it states 'see why Farmersville is the perfect place for your business and your family'

Some information may be reviewed in the following links:

http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php

<file:///C:/Users/psard/Documents/Household%202016%20F/Farmersville/Future%20Mobility%20Std%20090816.pdf>

We urge CITY COUNCIL consideration of:

- ♦ Open discussion of the Limited Access Roadway plans already underway at the county and state level
- ♦ Resident voter feedback of HOW growth and transportation corridors should be considered
- ♦ Collin County is growing and new property development is underway: up to 1,000 new local homes are expected to be built in the next 1-2 years so road expansions are necessary
- ♦ Resident opposition to re-route proposed LAR to the SOUTH of US 380
- ♦ Resident opposition to re-route North-South LAR EAST of Rt 78
 - o Possible DECLINE IN PROPERTY VALUE if roads are diverted to new residential neighborhoods
- ♦ If alternate roadways are proposed, will new roadway locations adversely impact current Farmersville businesses on Rt 380?
- ♦ What is environmental or health impact of heavy traffic from construction of re-routed roads?
- ♦ What is economic impact to taxpayers of new road construction versus expansion of current roadways?

My signature below affirms that I am in favor of City Council expedient and transparent discussions, planning and feedback to TxDOT & Collin County and oppose re-route LAR East of Rt 78 and oppose re-route LAR South of US 380.

PRINT NAME	SIGNATURE	ADDRESS	EMAIL (only to be used for this issue and not to be forwarded or communicated outside of this council)
1 Pam Sardo	<i>Pam Sardo</i>	3173 Gunsmoke	<i>P. Sardo</i>
2 Geo. Sardo	<i>Geo. Sardo</i>	3173 Gunsmoke	<i>G. Sardo</i>
3 Soami Martinez	<i>Soami Martinez</i>	421 East Audie Murphy	<i>S. Martinez</i>
4 Leah Green	<i>Leah Green</i>	3882 CR 601 Farmersville, Tx.	<i>L. Green</i>
5 Frances Kirby	<i>Frances Kirby</i>	404 W. Audie K. Kirby Murphy Pkwy	<i>F. Kirby</i>
6 Steve Kirby	<i>Steve Kirby</i>	404 W. Audie K. Kirby Murphy Pkwy	<i>S. Kirby</i>

	PRINT NAME	SIGNATURE	ADDRESS ^{per survey}	EMAIL (only to be used for this issue and not forwarded or communicated outside of this group)
7	Brittany Keel	Brittany Keel	904 W. Audie Murphy Farmersville 75442	
8	Charlene Smith	Charlene Smith	1005 Westgate Dr Farmersville TX 75442	
9	Aili Fenton	A. Fenton	354 Amber Ln Nevada TX 75173	
10	LARRY McEwen	Larry McEwen	1202 S. Audie Murphy Farmersville	shift
11	Ginger Knight	Ginger Knight	1202 S. Audie Murphy Farmersville 75442	shift
12	TODD NATV'S	Todd Natv's	1300 W. Audie Murphy Farmersville TX	Lo
13	Rebecca Saunders	Rebecca Saunders	1300 W. Audie Murphy Farmersville TX	Low Str cut
14	Lauren Bishop	Lauren Bishop	" "	Low Str cut
15	Dellie Huff	Dellie Huff	1300 Audie Murphy Farmersville	Farm 9-10
16	Regina Dunn	Regina Dunn	1300 Audie Murphy Farmersville	Farm 9-10
17	Cori Harris	Cori Harris	1704 West Audie Murphy Pkwy FU	Harvest Dental
18	Jackie Grady	Jackie Grady	2000 W. Audie Murphy Pkwy Farmersville	Lexington Medical Lodge
19	Bill Rozick	Bill Rozick	1991 W. Audie Murphy Farmersville	Food Farm
20	FRANK MANNERS	Frank Manners	1245 AUDIE MURPHY PKWY	W-S 10
21	JAMES HARRIGER	James Harriger	3347 CH. 24648	JMSM92-02
22	Shelly Crotty	Shelly Crotty	2701 CR 648 Farmersville	
23	Daeile Duran	Daeile Duran	1037 old Josephine Farmersville	
24	Benito Parra	Benito Parra	old 500 Pkwy Farmersville	
25	Ryan Meisander	Ryan Meisander	1027 old Josephine Rd Farmersville TX	me
26	Russ/Leesa	Russ/Leesa	1009 Hwy 28 Farmersville TX	Farmersville coll
27	Alicia Villarreal	Alicia Villarreal	101 State Highway 28 St. A. Farmersville, TX 75442	

	PRINT NAME	SIGNATURE	ADDRESS	EMAIL (only to be used for this issue and not forwarded or communicated outside of this group)
28	ALTO		701 S Highway 78	Valencia Restaurant
29	Daniel		701 S Highway 78	Valencia Restaurant
30	Mariah M.	M-M	701 SHW 78	Goodm...
31	PRABIN RAJAURIN		701 SHW 78	Goodm...
32	LEONARDO CRUZ		201 TX 183	3661 Wood
33	Yvonne Ocasio		3173 Gunsmoke Dr Farmersville	
34	Jessica Hume		205 Hwy 78	
35	Wesley Guynes		959 CR 608 Farmersville, Tx	
36	NAN Guynes		893 CR 608 Farmersville, Tx	Box 256 Nan
37	Billy Hightower		424 CR 609 Farmersville, Tx	75442
38	Subil E...		711 Walnut	
39	Robert J. E...		711 Walnut	
40	Nick...		711 Walnut	
41	Misty Salinas		706 Auding...	Pizza
42	Don Rolan		1001 Orange St	
43	Sarah Brown		RT 651	
44	Josh Everidge		19465 CR 640	
45	Angel Moreley		19481 CR 446	
46	Trevor Quintan		7266 Gunsmoke Dr. Farmersville TX 75442	Angel
47	Will Barronada		3240 Gunsmoke Dr Farmersville TX 75442	Trevor
			3232 Gunsmoke Dr Farmersville TX Dr.	

Rapid Population Growth and Transportation Corridors FARMERSVILLE DEVELOPMENT

Residents may be unaware that the FARMERSVILLE CITY COUNCIL chose to table the discussion of development of limited access roadways (LARs) already underway via Collin County/Commissioners Court to better chance of receiving Proposition 7 Texas voter approved State Highway Funds. County officials and TxDOT have identified US 380 and North-South roads east of US 75 (including proposal for Rt 78) for LAR. Residents must provide feedback on the roadway plan. City Council will review the situation, but the goal is to provide input before TxDOT and Collin County officials proceed without Farmersville resident insight.

On the Farmersville website, it states 'see why Farmersville is the perfect place for your business and your family'

Some information may be reviewed in the following links:

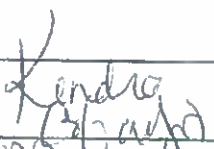





[http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php](http://www.farmersvilletx.com/government/agendas%20and%20minutes/city%20council%20meetings.php)

<file:///C:/Users/psard/Documents/Household%202016%20F/Farmersville/Future%20Mobility%20Std%20090816.pdf>

We urge CITY COUNCIL consideration of:

- ◆ Open discussion of the Limited Access Roadway plans already underway at the county and state level
- ◆ Resident voter feedback of HOW growth and transportation corridors should be considered
- ◆ Collin County is growing and new property development is underway: up to 1,000 new local homes are expected to be built in the next 1-2 years so road expansions are necessary
- ◆ Resident opposition to re-route proposed LAR to the SOUTH of US 380
- ◆ Resident opposition to re-route North-South LAR EAST of Rt 78
 - Possible DECLINE IN PROPERTY VALUE if roads are diverted to new residential neighborhoods
- ◆ If alternate roadways are proposed, will new roadway locations adversely impact current Farmersville businesses on Rt 380?
- ◆ What is environmental or health impact of heavy traffic from construction of re-routed roads?
- ◆ What is economic impact to taxpayers of new road construction versus expansion of current roadways?

My signature below affirms that I am in favor of City Council expedient and transparent discussions, planning and feedback to TxDOT & Collin County and oppose re-route LAR East of Rt 78 and oppose re-route LAR South of US 380.

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>EMAIL (only to be used for this issue and not to be forwarded or communicated outside of this group)</u>
Kendria Cobarrubio		3198 Guns Smoke Dr. Farmersville	Dawn 1075316
Maria Cobarrubio		3198 Guns Smoke DR Farmersville TX	
Ricke Cobarrubio		3198 Guns Smoke DR, Farmersville	
Stephanie Cobarrubio		3198 Guns Smoke DR Farmersville TX	Do
Ramon Cobarrubio		3198 Guns Smoke DR Farmersville TX 75442	
Darlene Cobarrubio		3198 Guns Smoke Dr. Farmersville Tx	

PRINT NAME

SIGNATURE

ADDRESS

EMAIL (only to be used
for this issue and not
forwarded or
communicated outside
of this group)

54 Kay Hodges Kay Hodges 3190 Gunsmoke Dr Farmersville TX
55 H. + Diane Stark 3154 Gunsmoke Dr Farmersville TX
56 Clayton Merrell C. L. Merrell 3106 Gunsmoke Dr Farmersville TX
57 Sadie James Sadie James 3415 Hwy 78 N Farmersville TX

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon Development Agreement between the City of Farmersville and III TO I FARMERSVILLE MP, LP, a Texas limited partnership, acting by and through III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, its General Partner, acting by and through III:I Property Management, L.L.C., a Texas limited liability company.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Development 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

AFTER RECORDING, RETURN TO:

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

**City of Farmersville, Texas
DEVELOPMENT AGREEMENT**
(Regarding Required Second Point of Access)

***Lots 1R and 3R Farmersville Market Center and
Lots 1 through 4 Farmersville Market Center II***

THIS AGREEMENT, entered into effective the 15th day of November, 2011, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and general law city ("CITY"), and **III TO I FARMERSVILLE MP, LP**, a Texas limited partnership, whose address is 5580 Peterson Lane, Suite 100, Dallas, Texas 75240 ("DEVELOPER"), witnesseth that:

WHEREAS, the Subdivision Regulations of the City of Farmersville, Texas adopted by Ordinance No. 2007-08 of the City of Farmersville, Texas, as amended, (the "Subdivision Regulations") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 6.2 of the Subdivision Regulations requires the execution of a Facilities Agreement if there are pro rata payments, city participation in cost, escrow deposits or other future considerations, other nonstandard development regulations or if all public improvements required to be dedicated to the City will be not completed prior to acceptance of the final plat for filing, or filing the record plat, minor plat, or final plat in the county records; and

WHEREAS, the development of the subdivision to be known as ***Lots 1R and 3R Farmersville Market Center and Lots 1 through 4 Farmersville Market Center II*** involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the DEVELOPER in accordance with Section 6.2 of the Subdivision Regulations, as amended; and

WHEREAS, the Subdivision Regulations also prohibit recording the Final Plat of a subdivision within the incorporated area of the City until the DEVELOPER has completed all of the public facilities that must be dedicated to the City or has

entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, Section 3.1.B.4 of the CITY's Subdivision Regulations requires that each subdivision have "at least two (2) points of vehicular access (primarily for emergency vehicles)," which means that the subdivision has at least one road entrance on each of two roads from which the property may be accessed; and

WHEREAS, DEVELOPER has designed two (2) such points of vehicular access but desires to defer the construction of one such point of vehicular access and utilize an Easement with Covenants and Restrictions Affecting Land ("Easement Agreement") with Brookshire Grocery Company ("Brookshire") to provide the required second point of vehicular access until such time as the planned second point of vehicular access is constructed (the "Brookshire Cross-Access Easement"); and

WHEREAS, the Easement Agreement by and between DEVELOPER and Brookshire allows the Easement Agreement to be terminated without the second point of vehicular access having first been completed and accepted or approved by the CITY and allows for such termination without the CITY's consent; and

WHEREAS, the absence of a second point of vehicular access violates the CITY's Subdivision Regulations and poses a potential threat to the health, safety and welfare of the residents of the CITY and the occupants of ***Lots 1R and 3R Farmersville Market Center and Lots 1 through 4 Farmersville Market Center II***; and

WHEREAS, DEVELOPER requests the recording of the Record Plat of a subdivision in the CITY, to be known as ***Lots 1R and 3R Farmersville Market Center and Lots 1 through 4 Farmersville Market Center II*** (the "Plat") based on the existence of the Easement Agreement and prior to the completion and acceptance of the planned second point of vehicular access as reflected on the Plat (the "Second Point of Access"); and

WHEREAS, DEVELOPER agrees that the Second Point of Access will be installed after recordation of said Plat under the guarantees provided to the CITY as set forth herein.

NOW THEREFORE, in consideration of the intent and desire of the DEVELOPER, as set forth herein, and to gain approval of the CITY to record said Plat, the DEVELOPER and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the City of Farmersville, on the south side of U.S. Highway 380 in an area east of County Road 607 containing approximately

14.6825 acres of land, more fully described in Exhibit A attached hereto and fully incorporated herein by reference (the "Property").

B. SECOND POINT OF ACCESS

1. Easement Agreement satisfies second point of vehicular access requirement.

DEVELOPER specifically understands and agrees that the Easement Agreement is being used to satisfy the CITY's requirements regarding the provision of a Second Point of Access to DEVELOPER Lots 1, 3 and 4. However, nothing contained in this Agreement guarantees DEVELOPER or any of DEVELOPER's tenants or successors-in-interest to the ownership of any of Lots 1, 3 and 4, or any part or portion thereof, or any use on any of said Lots 1, 3 or 4 within the Farmersville Market Center II Addition that: (a) the CITY will issue a Certificate of Occupancy for any specific owner, use, or lot; or, (b) any owner, use or lot shall be entitled to maintain and continue operating under a Certificate of Occupancy that has been issued to such owner, use or lot. In this regard it is specifically understood and acknowledged that this Agreement does not act as a waiver or variance of any law, regulation or requirement of the United States, the State of Texas, the County of Collin or the CITY.

2. Easement Agreement shall be kept in full force and effect.

DEVELOPER agrees to maintain and keep the Easement Agreement in full force and effect, without any modifications or amendments or revisions to the Easement Agreement that limit, restrict or prohibit the use of the Brookshire Cross-Access Easement for access to and from the Property, until such time as the Second Point of Access for the subdivision to be known as **Lots 1R and 3R Farmersville Market Center and Lots 1 through 4 Farmersville Market Center II** is constructed by DEVELOPER at no cost to CITY and approved or final accepted by the CITY according to the construction plans regarding the construction of said Second Point of Access, which construction plans are on file with and approved by the City Engineer (the "Plans").

3. Change in or termination of Easement Agreement triggers requirement to construct the Second Point of Access within ninety (90) days.

In the event that the Easement Agreement is amended, modified or revised in any way, shape, form or manner or its provisions are countermanded, rescinded or terminated in any other form, manner or fashion so as to limit, restrict or prohibit the use of the Brookshire Cross-Access Easement for access to and from the Property without the express prior written approval of the CITY then DEVELOPER shall, at no cost to CITY, promptly and within no more than ninety (90) days construct and complete the Second Point of

Access in accordance with the Plans and/or the CITY's Subdivision Regulations and Thoroughfare Standards Design Manual then in effect.

4. Result of failure to timely construct Second Point of Access.

If DEVELOPER fails to timely construct and complete the Second Point of Access in accordance with the Plans and/or the CITY's Subdivision Regulations and Thoroughfare Standards Design Manual then in effect, DEVELOPER for itself and DEVELOPER's heirs, representatives, lessees, successors, assigns and tenants specifically understands and agrees that any certificates of occupancy previously issued for any and all uses on DEVELOPER Lots 1, 3 and 4 may be suspended or revoked and that any and all then-pending applications for a certificate of occupancy may be withheld from issuance until such time as a Second Point of Access to DEVELOPER Lots 1, 3 and 4 is established and approved by the CITY. **DEVELOPER for itself and DEVELOPER's heirs, representatives, lessees, successors, assigns and tenants does hereby agree to defend, indemnify and hold the CITY of Farmersville, Texas harmless from and against any and all claims, lawsuits, demands, and settlements arising out of or in any way related to the revocation, suspension or denial of a certificate of occupancy for any of DEVELOPER Lots 1, 3 and 4 arising out of or based on the amendment, modification, revision, termination or discharge of the Easement Agreement that limits, restricts or prohibits the use of the Brookshire Cross-Access Easement for access to and from the Property in any way, shape, form or manner and for any reason whatsoever.**

C. CITY DEVELOPMENT ORDINANCES

DEVELOPER shall develop the PROPERTY in accordance with the standards as set forth in City of Farmersville zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, impact fees, street design standards, public improvements policy and construction standards.

DEVELOPER specifically understands and agrees that no building permit shall be issued for a lot, building site, building or use of a lot or building unless the lot or building site has been officially recorded by a final plat approved by the City Council, and unless all public improvements, as required by the Subdivision Regulations for final plat approval have been completed. With respect to the Property DEVELOPER agrees and understands that no building permit will be issued for any lot, building site, building or use of a lot or building on the Property unless and until two points of access to the Property, one such point of access being onto U.S. Highway 380 and the second point of access being onto Lot 2 of Farmersville Market Center, and all on-site internal fire lanes and on-site drainage and detention improvements have been constructed and final accepted or approved by the CITY.

D. NO WAIVER

DEVELOPER expressly acknowledges that by entering into this Agreement, DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

E. VARIANCES

It is expressly acknowledged that no variances to the Zoning Ordinance and Subdivision Ordinance or other applicable CITY ordinances are granted hereby by the CITY for this subdivision and/or development.

F. INDEMNITY AND HOLD HARMLESS AGREEMENT

DEVELOPER, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of DEVELOPER, and only to the extent or percentage attributable to DEVELOPER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. DEVELOPER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of final acceptance of each phase of the improvements.

G. REVOCATION

In the event DEVELOPER fails to comply with any of the provisions of this Agreement, CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of Property; and CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against DEVELOPER'S property; and in the alternative, CITY shall be authorized to levy an assessment against DEVELOPER'S property for public improvements to be held as a tax lien against the Property by CITY.

H. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

DEVELOPER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise DEVELOPER, regarding DEVELOPER's rights under Texas and federal law. DEVELOPER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the

Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) DEVELOPER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, Developer hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of DEVELOPER's responsibility for roadway and utility improvements for the Property. DEVELOPER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. DEVELOPER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that OWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by DEVELOPER's Property. DEVELOPER further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and DEVELOPER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **DEVELOPER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to DEVELOPER's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

I. CONTINUITY

This Agreement shall be a covenant running with the land, and be binding upon DEVELOPER, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

J. ASSIGNABILITY

This Agreement shall not be assignable by DEVELOPER without the prior written consent of the CITY, and such consent shall not be unreasonably withheld, conditioned or delayed.

K. TERMINATION AND RELEASE

Upon satisfactory completion by DEVELOPER and final acceptance by CITY of the Second Point of Access, this Agreement shall terminate and CITY will execute a release of covenant to DEVELOPER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the requirements of all parties have been fulfilled.

L. MAINTENANCE BOND

Prior to final acceptance of improvements to Property, DEVELOPER has furnished to CITY a good and sufficient maintenance bond in the amount of the contract price of such improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of CITY, to indemnify City against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements.

M. GENERAL PROVISIONS

1. DEVELOPER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, exhibits and cost estimate(s) supplied for the purpose of this Agreement, and further agrees that DEVELOPER will comply with CITY'S Subdivision Ordinance, Street Design Standards, Public Improvements Policy and any other applicable policies, rules, regulations and ordinances of CITY regarding development of Property.
2. DEVELOPER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
3. DEVELOPER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of DEVELOPER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of DEVELOPER.

CITY OF FARMERSVILLE

By: John M. Moran
JOHN MORAN
City Manager


Date Signed: 11.15.11

ATTEST:

EDIE SIMS
City Secretary



III TO I FARMERSVILLE MP, LP,
a Texas limited partnership, acting by and
through III to I Property Management-
Farmersville MP, LLC, a Texas limited liability
company, its General Partner, acting by and
through III:I Property Management, L.L.C., a
Texas limited liability company, its Manager

By: 
Name: Scott R. Steenson
Title: Member and Manager

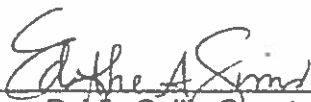
Date Signed: 11/4/11

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

Given under my hand and seal of office, this the 15th day of November, 2011.

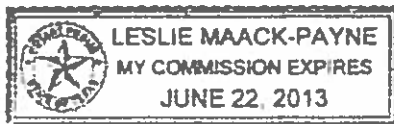



Notary Public Collin County, Texas
My commission expires 5-30-2012

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Scott R. Steenson, in his capacity as Member and Manager of Ill:I Property Management, L.L.C., a Texas limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Ill:I Property Management, L.L.C., is the Manager of Ill to I Property Management-Farmersville MP, LLC, a Texas limited liability company, that Ill to I Property Management-Farmersville MP, LLC, is the general partner of Ill TO I FARMERSVILLE MP, LP, a Texas limited partnership, and that he executed the foregoing document as a duly authorized signatory of such entities, on behalf of and as the act and deed of such entities, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 4 day of November, 2011.



Leslie Maack Payne
Notary Public Dallas County, Texas

My commission expires 6/22/2013

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, III: I FARMERSVILLE MP, L.P. IS THE OWNER OF THE PROPERTY DESCRIBED AS BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN DAVID J. JAYNES SURVEY ABSTRACT NO. 471 AND IN MORGAN C. HAMILTON SURVEY ABSTRACT NO. 422 IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, AND BEING A PART OF THE PROPERTY DESCRIBED IN A PARTITION DEED TO FRANCIS HICKMAN RECORDED IN VOLUME 807 AT PAGE 527 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING A PART OF THE 9.9005 ACRE PROPERTY CONVEYED TO III TO I FARMERSVILLE MP, LP., BY DEED FILED AND RECORDED ON DECEMBER 27, 2006 IN COUNTY CLERKS FILE NUMBER 20061227001807930 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND ALSO BEING A PART OF LOT 3 OF FARMERSVILLE MARKET CENTER ADDITION, AN ADDITION TO THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "Q", SLIDE 395 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING A PART OF THE 9.9005 ACRE PROPERTY CONVEYED TO III TO I FARMERSVILLE MP, LP., BY DEED RECORDED IN COUNTY CLERKS FILE NUMBER 20070110000050670 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO TRACTS OF LAND AS FOLLOWS;

LOTS 1-4 - FARMERSVILLE MARKET CENTER II & LOT 1R FARMERMERVILLE MARKET CENTER

COMMENCING AT AN 1/2" IRON ROD WITH RED CAP FOUND IN THE OLD SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 380 (VARIABLE WIDTH RIGHT OF WAY) SAID POINT BEING THE NORTHEAST CORNER OF SAID PARTITION DEED TO FRANCIS HICKMAN, SAME BEING THE NORTHEAST CORNER OF SAID III TO I FARMERSVILLE MP, LP., TRACT AND ALSO BEING THE NORTHWEST CORNER OF A CALLED 6.425 ACRE TRACT OF LAND CONVEYED TO BROOKSHIRE GROCERY COMPANY BY DEED RECORDED IN VOLUME 5844 AT PAGE 555 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, FROM WHICH A 3/8" IRON ROD IN A 3" IRON PIPE FOUND BEARING SOUTH 31° 27' 41" WEST AT A DISTANCE OF 5.27 FEET AND AN IRON ROD WITH YELLOW PLASTIC CAP FOUND BEARING SOUTH 24° 51' 15" EAST AT A DISTANCE OF 1.4 FEET;

THENCE SOUTH 00° 14' 17" EAST AND DEPARTING THE OLD SOUTH RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY NO. 380, ALONG THE EAST LINE OF SAID III TO I FARMERSVILLE MP, LP., TRACT AND BEING COMMON TO THE WEST LINE OF SAID BROOKSHIRE GROCERY COMPANY 6.425 ACRE TRACT FOR A DISTANCE OF 42.44 FEET TO A TXDOT ALUMINUM DISK IN CONCRETE FOUND FOR THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS AS RECORDED IN INSTRUMENT NO. 20090506000557200 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, IN THE NEW RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 380 AND BEING THE POINT OF BEGINNING OF THIS TRACT;

THENCE SOUTH 00° 14' 17" EAST AND DEPARTING THE NEW RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 380 AND FOLLOWING THE COMMON LINE OF SAID FARMERSVILLE MP, LP., TRACT AND THE BROOKSHIRE GROCERY COMPANY TRACT FOR A DISTANCE

OF 657.55 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF FARMERSVILLE MARKET CENTER, AN ADDITION TO THE CITY OF FARMERSVILLE, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET Q, AT SLIDE 395 OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF LOT 1 OF SAID FARMERSVILLE MARKET CENTER;

THENCE SOUTH 00° 15' 52" EAST AND FOLLOWING ALONG THE WEST LINE OF SAID LOT 1 OF FARMERSVILLE MARKET CENTER FOR A DISTANCE OF 133.04 FEET TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID III TO I FARMERSVILLE MP, LP., 9.9005 ACRE TRACT;

THENCE SOUTH 89° 49' 04" EAST AND FOLLOWING ALONG THE COMMON LINE OF LOTS 1 AND 2 OF FARMERSVILLE MARKET CENTER AS RECORDED IN CABINET Q AT SLIDE 395 OF THE MAP RECORDS OF COLLIN COUNTY TEXAS FOR A DISTANCE OF 352.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 OF FARMERSVILLE MARKET CENTER, SAID POINT ALSO BEING IN THE WESTERLY RIGHT OF WAY LINE OF C.R. 607 (VARIABLE WIDTH RIGHT OF WAY);

THENCE SOUTH 19° 25' 20" WEST AND FOLLOWING ALONG THE WEST RIGHT OF WAY LINE OF C.R. 607 FOR A DISTANCE OF 1067.26 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTH CORNER OF SAID LOT 1 OF FARMERSVILLE MARKET CENTER;

THENCE NORTH 00° 13' 37" EAST AND FOLLOWING ALONG THE WEST LINE OF SAID LOT 1 OF FARMERSVILLE MARKET CENTER FOR A DISTANCE OF 880.76 FEET TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF THE 9.9005 ACRE TRACT CONVEYED TO III TO I FARMERSVILLE M.P., L.P., BY DEED RECORDED IN INSTRUMENT NO. 20061227001807930 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89° 52' 04" WEST FOR A DISTANCE OF 514.83 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID III TO I FARMERSVILLE MP, LP., TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A CALLED 9.896 ACRE TRACT OF LAND CONVEYED TO JACK HENDRICKS BY DEED RECORDED IN VOLUME 5851 AT PAGE 2470 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAID POINT BEING WITNESSED BY A FENCE CORNER POST BEARING NORTH 74° 27' WEST AT A DISTANCE OF 13.75 FEET AND ALSO BEING WITNESSED BY A 1/4" IRON ROD IN CONCRETE BEARING SOUTH 89° 17' 47" WEST AT A DISTANCE OF 504.12 FEET FOR THE SOUTHWEST CORNER OF SAID HENDRICKS TRACT;

THENCE NORTH 00° 28' 37" WEST (BASIS OF BEARINGS PER DEED RECORDED IN INSTRUMENT NO. 20061227001807930 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS) AND FOLLOWING ALONG THE EAST LINE OF SAID JACK HENDRICKS TRACT, SAME BEING COMMON TO THE WEST LINE OF THE 9.9005 ACRE FARMERSVILLE MP, LP. TRACT, FOR A DISTANCE OF 802.93 FEET TO AN TXDOT ALUMINUM DISK FOUND IN CONCRETE IN THE AFOREMENTIONED NEW SOUTH RIGHT OF WAY LINE OF U. S. 380, SAME BEING THE SOUTHWEST CORNER OF THE AFORESAID DEED TO THE STATE OF TEXAS AS RECORDED IN INSTRUMENT NO. 20090508000557200 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 88° 46' 11" EAST AND FOLLOWING ALONG THE NEW SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED U. S. HIGHWAY NO. 380 AS ESTABLISHED BY DEED TO THE STATE OF TEXAS AS RECORDED IN INSTRUMENT NO. 20090508000557200 OF

THE DEED RECORDS OF COLLIN COUNTY, TEXAS, FOR A DISTANCE OF 518.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.527 ACRES OF LAND, MORE OR LESS.

LOT 3R - FARMERSVILLE MARKET CENTER

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN DAVID J. JAYNES SURVEY, ABSTRACT NO. 471 IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, AND BEING LOT 3 OF FARMERSVILLE MARKET CENTER ADDITION, AN ADDITION TO THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "Q", SLIDE 395 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAVE AND EXCEPT THE PROPERTY CONVEYED TO THE STATE OF TEXAS FOR RIGHT OF WAY OF U.S. HIGHWAY NO. 380 AS RECORDED IN INSTRUMENT NO. 20080826001031900 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS A REMAINDER OF LOT 3 BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND IN THE WESTERLY RIGHT OF LINE OF COUNTY ROAD NO. 607 (FORMERLY OLD STATE HIGHWAY NO. 78) FOR THE SOUTHEAST CORNER OF SAID LOT 3 OF FARMERSVILLE MARKET CENTER ADDITION;

THENCE SOUTH 89° 43' 57" WEST ALONG THE SOUTH LINE OF SAID LOT 2 FOR A DISTANCE OF 166.81 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 0° 18' 23" WEST ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 229.29 FEET TO A POINT IN THE SOUTH LINE OF SAID STATE OF TEXAS TRACT AS RECORDED IN INSTRUMENT NO. 20080826001031900 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 88° 46' 00" EAST ALONG SAID STATE OF TEXAS TRACT FOR A DISTANCE OF 190.68 FEET TO A POINT IN THE EAST LINE OF SAID LOT 3 OF THE FARMERSVILLE MARKET CENTER ADDITION;

THENCE SOUTH 37° 12' 46" EAST ALONG THE EAST LINE OF SAID LOT 3 FOR A DISTANCE OF 63.75 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 607;

THENCE SOUTH 19° 24' 14" WEST ALONG THE EAST LINE OF SAID LOT 3 AND THE WESTERLY LINE OF COUNTY ROAD NO. 607 FOR A DISTANCE OF 184.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.0555 ACRES OF LAND, MORE OR LESS.

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon Development Agreement between the City of Farmersville and Listocon for a Concrete Batch Plant.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Development 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

AFTER RECORDING, RETURN TO:

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

STATE OF TEXAS	§	AMENDED AND RESTATED DEVELOPMENT
	§	AGREEMENT APPLICABLE TO APPROXIMATELY
COUNTY OF COLLIN	§	5.050 ACRES OF LAND ACQUIRED BY LISTOCON
		GROUP LLC FROM AN APPROXIMATE 31.458
		ACRE TRACT OWNED BY ANANI, LLC, THAT IS
		SUBJECT TO AN EXISTING DEVELOPMENT
		AGREEMENT

This Amended and Restated Development Agreement Applicable to Approximately 5.050 acres of Land Acquired by Listocon Group LLC from an Approximate 31.458 Acre Tract Owned by Anani, LLC, that is Subject to an Existing Development Agreement ("Listocon Amendment") is made and entered into pursuant to Texas Local Government Code § 212.172 as of this ____ day of _____, 2018, by and between the City of Farmersville, Texas, ("City") and LISTOCON GROUP LLC, a Texas limited liability company, doing business as RELIABLE READY MIX CONCRETE, (hereinafter referred to collectively as "Owner") on the terms and conditions hereinafter set forth. The City and Owner may hereafter be referred to collectively as the "Parties" or individually as a "Party" from time to time.

WHEREAS, City previously entered into a Development Agreement with Anani, LLC and Big D Concrete Inc regarding the development of the property identified as Tract 9 of the W B Williams Survey, Abstract Number A0954 containing approximately 31.458 ACRES of land, more or less (the "Property") that was recorded as Clerk's Document No. 20180403000409470 in the Official Public Records of Collin County, Texas (the "Agreement"); and

WHEREAS, the Agreement runs with the Property; and

WHEREAS, Listocon Group LLC purchased approximately 4.878 acres of the Property from Anani, LLC on or about May 9, 2018, by and through that certain special warranty deed that was recorded as Clerk's Document No. 20180509000568520 in the Official Public Records of Collin County, Texas ("Deed"); and

WHEREAS, the Deed was corrected by and through a Correction Instrument executed by and between Listocon Group LLC and Anani, LLC on or about August 1, 2018, that was recorded as Clerk's Document No. 20180801000965750 in the Official Public Records of Collin County, Texas, that increased the area acquired by Listocon

Group LLC to approximately 5.050 acres of land out of the Property ("Correction Instrument"); and

WHEREAS, Owner and City desire to amend and restate the terms and conditions of the Agreement by and through this Listocon Amendment; and

WHEREAS, Owner now owns the "Listocon Parcel", defined herein, which is situated in the extra-territorial jurisdiction of the City ("ETJ"); and

WHEREAS, the Owner desires to obtain water from the City, plat the Listocon Parcel with the City, and annex the Listocon Parcel into the City's corporate limits; and

WHEREAS, this Listocon Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code in order to address the desires of the Owner and the City; and

WHEREAS, the Parties acknowledge that this Listocon Amendment is binding upon the City and the Owner and their respective successors and assigns for the Term (as defined in Section 7 herein below) of this Listocon Amendment; and

WHEREAS, this Listocon Amendment is to be recorded in the Real Property Records of Collin County;

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

1. **Land Subject to Listocon Amendment.** The land that is subject to this Listocon Amendment is that approximately 5.050 acre tract of land, more or less, identified as being a part of Tract 9 of Abstract A0954 of the W.B. Williams Survey (the "Listocon Parcel") which is more particularly described in the Legal Description Correction Instrument attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law.

2. **Use of Listocon Parcel.** It is specifically understood that Owner plans to use the Listocon Parcel for a permanent concrete batch plant and any and all appurtenances related to such use.

3. **Petition for Annexation.** Owner hereby agrees to submit a voluntary petition for annexation ("Petition") to the City for consideration by the City Council within one hundred eighty (180) days after the execution of this Listocon Amendment. The City will consider Owner's Petition and institute annexation proceedings in accordance with the requirements of Texas law.

4. Platting of, and Permits for Development of, the Listocon Parcel. It is understood and agreed that the City's Subdivision Ordinance, Ordinance #O-2018-0508-002, adopted May 8, 2018, requires that a development plat ("Plat") be submitted and approved for the Listocon Parcel. It is further understood that Collin County, Texas will not issue any permits required for development of the Listocon Parcel until such time as the Plat of the Listocon Parcel has been recorded with Collin County or the City provides Collin County with information releasing the Listocon Parcel for permitting.

Owner has expressed to City that it is urgent for Owner to begin development of the Listocon Parcel immediately and not be delayed until such time as the Plat has been prepared by Owner's consultants, reviewed by City, recommended for approval by City's Planning and Zoning Commission, approved by the City's governing body and recorded with Collin County, Texas. City hereby agrees to work with Owner to defer the timing within which the Plat for the Listocon Parcel is required and provide Collin County with information that will allow for the issuance of permits prior to the recording of the Plat with Collin County under the assurances set forth in this Listocon Amendment.

Owner hereby agrees to promptly submit within ninety (90) days of the execution of this Listocon Amendment a Plat of the Listocon Parcel to the City for the City's review and approval and ultimately for recording with Collin County, Texas, that conforms to the requirements of the City's Subdivision Ordinance. As a part of said Plat, Owner hereby agrees to dedicate to the City such on-site easements and rights-of-way as may be necessary and required by the City's Subdivision Ordinance and the Farmersville Code for water, sanitary sewer, storm sewer and roadways to be extended to and across the Listocon Parcel at no cost to City including, but not limited to, sufficient right-of-way to allow County Road 699 to be widened from a two-lane roadway to a three-lane concrete roadway along and across the frontage of the Listocon Parcel and extending to U.S. Highway 380.

As further consideration for the release of the Listocon Parcel for permit issuance prior to the recording of the Plat for the Listocon Parcel, Owner shall provide to City a performance bond in the amount of Ten Thousand Dollars (\$10,000) assuring the Owner's performance in causing a Plat of the Listocon Parcel that conforms to the requirements of the City's Subdivision Ordinance and this Listocon Amendment to be prepared and timely submitted to the City for approval and ultimately recording with Collin County. The performance bond assuring performance of the Plat requirement set forth herein may be included in the performance bond for the extension of the Water Line discussed below in further detail or as a separate stand-alone performance bond.

5. Design and Construction of Improvements to County Road 699. City and Owner agree to share in the cost to design and construct County Road 699 as a concrete roadway sufficient to handle the weight of Owner's trucks and equipment as well as the City's emergency fire equipment with up to three lanes from the intersection of County Road 699 and U.S. Highway 380 in a northerly direction to the northern

boundary of the Listocon Parcel together with the related storm sewer lines and all other appurtenances (the "Roadway Section").

a. Owner agrees to supply the concrete and all necessary construction supplies and materials required for the Roadway Section.

b. City agrees to design and provide the labor to construct the Roadway Section. City makes no representations regarding the timing of City's initiation and/or completion of the design and construction of the Roadway Section.

6. Extension of Water Line to Listocon Parcel.

a. Upon (1) Owner's submission of the Petition to the City, (2) City's receipt of the Plat together with any and all required on-site easements and rights-of-way, and (3) the Owner's compliance with the conditions and requirements ("Performance Criteria") set forth in Exhibit B attached hereto and incorporated herein by reference that must be met by Owner for the extension of a "Water Line," defined herein below, to the Listocon Parcel together with (4) the Owner's provision of a performance bond in the amount of the anticipated construction cost of such Water Line assuring the Owner's performance thereof, City will begin the process of obtaining any required off-site easements as may be required to extend water to the Listocon Parcel and cause a water line capable of supporting up to one six-inch (6") diameter water meter to be designed and constructed to serve the Listocon Parcel (the "Water Line").

b. Owner also agrees to pay all applicable tap fees and impact fees related to the development of the Listocon Parcel.

7. Performance Bond for Platting and Extension of Water Line.

a. Owner, in accordance with the requirements established by this Listocon Amendment, will tender to the CITY a guarantee of surety, specifically identified as: Bond for Platting and Extension of Water Line for Listocon Property. A copy of the form of the bond to be used is attached hereto as Exhibit C and fully incorporated herein by reference.

b. The only requirements for presentment of said Bond accepted hereunder by CITY shall be the presentation of the original thereof, together with an affidavit executed by the City Manager stating that Owner is in default under the terms of this Listocon Amendment. The Bond shall be returned to Owner upon Owner's compliance with all of the Performance Criteria and filing of a record plat for the Property.

c. In the event the Owner shall fail or neglect to fulfill its obligations under this Listocon Amendment, the Owner as Principal, and the Guarantor of Surety on the Bond shall be liable to pay for the cost of (i) preparing the Plat in conformity to

the City's regulations therefore and this Listocon Amendment as well as the payment of all ad valorem taxes and filing fees as required to record the Plat with Collin County, and (ii) construction and installation of the Water Line, including but not limited to, engineering, legal, administrative and contingent costs together with any damages, either direct or consequential, which the City may sustain as a result of the failure of the Owner to carry out and execute all of the provisions of this Listocon Amendment.

d. The Owner and the Surety further jointly and severally agree that the City, at its option, shall have the right to enter upon the Property to cause a Plat that conforms to the City's regulations therefore to be prepared and approved by the City and thereafter to pay all ad valorem taxes and fees as may be required to record and record the Plat on behalf of the Owner with Collin County in the event the Owner fails or refuses to comply with the terms of this Listocon Amendment. The Owner shall be liable hereunder to reimburse the City the total cost to prepare and record the Plat plus such other and further costs and expenses enumerated in Subparagraph c herein above. The Surety shall be liable in the amount of the Bond.

e. The Owner and the Surety further jointly and severally agree that the City, at its option, shall have the right to enter upon the Property and construct and install, or pursuant to public advertisement and receipt of bids, cause to be constructed and installed the Water Line in the event the Owner fails or refuses to comply with the terms of this Listocon Amendment. The Owner shall be liable hereunder to reimburse the City the total cost to complete the Water Line plus such other and further costs and expenses enumerated in Subparagraph c herein above. The Surety shall be liable in the amount of the Bond.

f. The Owner agrees to renew the Guaranty of Surety and Bond prior to its expiration so the Guaranty of Surety and Bond shall remain in full force and effect during the entire term of this Listocon Amendment, including any extension. Upon renewal, the amount of the Bond shall be in its original amount or such lesser amount equal to the sum agreed to by the City's City Manager, such amount being sufficient to complete the Water Line.

g. Owner shall provide the City evidence that the Guaranty of Surety and Bond has been renewed at least thirty (30) days prior to its scheduled expiration date. If Owner fails to timely provide City with such verification of renewal City shall be authorized to immediately, and at any time prior to the expiration date of the Bond, assert a claim against the Bond accepted hereunder by City by immediately presenting the original thereof, together with an affidavit executed by the City Manager stating that Owner is in default under the terms of this Agreement.

8. Screening of Listocon Parcel. Owner agrees that it will screen the Listocon Parcel along its frontage with County Road 699 as well as the southern and eastern boundaries of the Listocon Parcel that are visible from U.S. Highway 380 with a minimum twelve-foot (12') wide irrigated green space containing at least one (1)

"canopy tree" per forty (40) linear feet, or portion thereof, which green space shall be placed in front of a minimum eight-foot tall brick or masonry fence or a tubular steel fence with an associated "living screen" all of which screening and landscaping materials shall be consistent with the requirements of Sections 4.8, "Open Storage," and 4.9, "Screening, Fence and Wall Regulations," of the City of Farmersville Comprehensive Zoning Ordinance, Ordinance #O-2018-0508-001, adopted May 8, 2018.

9. **Listocon Amendment to be Signed by All Owners of the Listocon Parcel.** The Owner warrants and represents to City that the Owner has the full right, power and authority to execute and deliver this Listocon Amendment without obtaining any further consents and approvals from, or the taking of any other actions with respect to any third-parties regarding the execution of this Listocon Amendment. In addition, Owner has read and fully understands this Listocon Amendment and its effects and that it is a binding contract. This Listocon Amendment, when executed and delivered by the Owner and the City will constitute the valid and binding agreement of the Owner, enforceable against the Owner and the Listocon Parcel in accordance with its terms.

10. **Sales Tax.** All sales taxes on materials, products and services sold or provided by Owner shall be collected FOB Farmersville, Texas.

11. **Term.** This Listocon Amendment is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Listocon Amendment is effective on the latest date that both the City and the Owner have duly executed this Listocon Amendment as reflected by the signatures below ("Effective Date"). The term of this Listocon Amendment (the "Term") is two (2) years from the Effective Date.

12. **Default.** If any party breaches any of the terms of this Listocon Amendment, then that party shall be in default ("Defaulting Party") of this Listocon Amendment ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Listocon Amendment is breached. Each party is entitled to all remedies available to it at law or in equity.

13. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

With copy to: Alan D. Lathrom, City Attorney
Brown & Hofmeister, L.L.P.
740 E. Campbell Road
Suite 800
Richardson, Texas 75081

Owner: Listocon Group LLC
401 Tom Landry Highway #224196
Dallas, Texas 75260

14. Listocon Amendment Runs with the Listocon Parcel. This Listocon Amendment shall be recorded in the real property records of Collin County, Texas, shall be a covenant running with the land and shall be binding on and inure to the benefit of the Owner's successors and assigns. The Owner's successors and assigns shall be considered the "Owner" for the purposes of a portion of the Listocon Parcel owned by such successors or assigns.

15. Entire Agreement. This Listocon Amendment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto save and except for the termination right described above in Section 11.

16. Venue. This Listocon Amendment shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

17. Binding Effect. This Listocon Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

18. Savings/Severability. In case any one or more of the provisions contained in this Listocon Amendment shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Listocon Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Construction. This Listocon Amendment shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Listocon Amendment are for convenience and reference only, and the words contained therein shall in no way be interpreted or held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Listocon Amendment.

20. **Multiple Counterparts.** This Listocon Amendment may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

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

CITY OF FARMERSVILLE

By: _____
JACK RANDALL RICE
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN
City Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

LISTOCON GROUP LLC, a Texas
limited liability company

By: _____
WALTER A. HUERTA
Director and Member

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this day by WALTER A. HUERTA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is a Director and Member of **LISTOCON GROUP LLC**, a Texas limited liability company and that he executed the same on behalf of **LISTOCON GROUP LLC** for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

EXHIBIT A

20180801000965750 08/01/2018 03:55:24 PM CI 1/5

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

CORRECTION INSTRUMENT

Date: August 1, 2018

Persons Executing Correction Instrument: ANANI, LLC, a Texas limited liability company, and LISTOCON GROUP, LLC, a Texas limited liability company

Mailing Address of Persons Executing Correction Instrument:

ANANI, LLC
10361 Bickham Road
Dallas, Texas 75220

LISTOCON GROUP, LLC
401 Tom Landry Highway #224196
Dallas, Texas 75260

Conveyances Being Corrected:

1. Special Warranty Deed

Date: May 9, 2018

Grantor: Anani, LLC, a Texas limited liability company

Grantee: Listocon Group, LLC, a Texas limited liability company

Recording information: Filed for record on May 9, 2018 with the County Clerk of Collin County, Texas under Instrument No. 20180509000568520

2. Right of First Refusal Agreement

Date: May 9, 2018

Grantor: Listocon Group, LLC, a Texas limited liability company

Grantee: Anani, LLC, a Texas limited liability company

CORRECTION INSTRUMENT

Page 1 of 5

Recording Information: Filed for record on May 9, 2018 with the County Clerk of
Collin County, Texas under Instrument No.
20180509000568570

3. Restrictive Covenant Agreement

Date: May 9, 2018

Seller: Anani, LLC, a Texas limited liability company

Buyer: Listocon Group, LLC, a Texas limited liability company

Recording Information: Filed for record on May 9, 2018 with the County Clerk of
Collin County, Texas under Instrument No.
20180509000568540

Error Being Corrected: Correction to legal description of real property being conveyed to Grantee in original conveyance, requiring corresponding correction to the property descriptions attached to the Right of First Refusal Agreement and Restrictive Covenant Agreement.

Correction: The real property described on Exhibit "A" attached hereto shall replace and supersede the legal description attached as Exhibit "A" to the above-described Special Warranty Deed, Right of First Refusal Agreement, and Restrictive Covenant Agreement, which are hereby each amended accordingly.

Facts Relevant to the Correction: Error in the legal description attached as Exhibit "A" to Special Warranty Deed, Right of First Refusal Agreement and Restrictive Covenant Agreement through mutual mistake by parties. The parties wish to amend the legal description as provided herein.

Basis for Personal Knowledge of Facts Relevant to the Correction: Signatories below are parties and/or principals of parties to the transaction (i.e. Seller and Buyer).

Persons Executing Correction Instrument changes the Conveyance by this Correction Instrument.

Persons Executing Correction Instrument have personal knowledge of the Facts Relevant to the Correction.

Persons Executing Correction Instrument have provided a copy of this Correction Instrument and notice to each party to the Conveyance and the parties' heirs, successors, or assigns. Evidence of notice is attached to this Correction Instrument. Except as specifically set forth herein, all terms and conditions of the Conveyance Being Corrected described above remain the same.

CORRECTION INSTRUMENT

Page 2 of 5

ANANI, LLC, a Texas limited liability company

By Muamar Anani
Muamar Anani, Sole Member

LISTOCON GROUP, LLC, a Texas limited liability company

By Walter Huerta
Walter Huerta, Manager

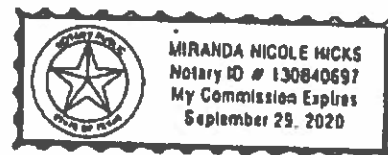
STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Muamar Anani, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of ANANI, LLC, a Texas limited liability company, as its Sole Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of August, 2018.

Miranda Nicole Hicks
Notary Public, State of Texas
My commission expires: 7/21/2020



CORRECTION INSTRUMENT

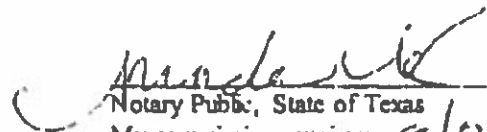
Page 3 of 5

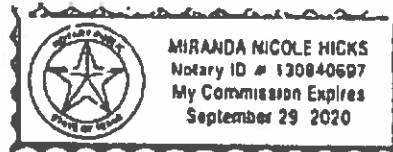
STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Walter Huerta, who proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of LISTOCON GROUP, LLC, a Texas limited liability company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of August, 2018.


Notary Public, State of Texas
My commission expires: 9/29/2020



CORRECTION INSTRUMENT

Page 4 of 5

EXHIBIT "A"

LEGAL DESCRIPTION

BEING all that tract of land in Collin County, Texas, out of the W.B. William Survey, A-954, and being part of that called 31.458 acres of land described in a deed to Anani LLC as recorded under CC# 20161216001709450 of the Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point in the center of County Road No. 699, on the North line of the Kansas City Southern Railroad (100'), and at the Southeast corner of said 31.458 acres;

THENCE North 84 degrees 12 minutes 52 seconds West (Directional Control Line), 552.39 feet along the North line of said railroad to a 5/8 inch steel rod set for corner;

THENCE North 00 degrees 21 minutes 00 seconds East, 400.00 feet to a 5/8 inch steel rod set for corner;

THENCE South 84 degrees 12 minutes 52 seconds East, 552.39 feet to a point for corner in the center of said County Road No. 699, from which a 5/8 inch steel rod set bears North 84 degrees 12 minutes 52 seconds West, 30.00 feet for witness;

THENCE South 00 degrees 21 minutes 00 seconds West, 400.00 feet along the center of said County Road No. 699 to the POINT OF BEGINNING, containing 5.050 acres of land.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/01/2018 03:55:24 PM
\$42.00 SCAPELA
20180801000965750

CORRECTION INSTRUMENT

Page 5 of 5

EXHIBIT B

PERFORMANCE CRITERIA

OWNER shall comply with the following Performance Criteria to satisfy certain of the conditions and requirements enumerated in this Listocon Agreement:

1. Plant construction on the Listocon Parcel must be complete within two hundred seventy (270) days after the execution of this Listocon Amendment.
2. Invest not less than One Million Dollars (\$1,000,000) in plant equipment must be constructed on the Listocon Parcel within two hundred seventy (270) days after the execution of this Listocon Amendment.
3. Plant site on the Listocon Parcel must meet or exceed 6,000 cubic yards (25% capacity) per month continuously during two normal work months within three hundred sixty-five (365) days after the execution of this Listocon Amendment.
4. Permanent office on the Listocon Parcel must be in place within three hundred sixty-five (365) days after the execution of this Listocon Amendment.

Exhibit C

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, a _____, (hereinafter referred to as "Principal"), as Principal, and _____, a surety company organized and existing under the laws of the State of _____ with its principal office in the City of _____, and authorized to do business in the State of Texas (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto the **City of Farmersville, Texas**, a Texas municipal corporation (hereinafter referred to as "Obligee"), in the full and just sum of _____ and _____ **One Hundredths Dollars (\$_____)**, lawful money of the United States of America, to the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, THE ABOVE BOUNDED PRINCIPAL as a condition precedent to the approval by Obligee of the plat for that certain subdivision known as _____, has entered into that certain Construction Facilities Agreement for Required Improvements with Obligee dated the _____ day of _____, 20____, (attached hereto and hereinafter referred to as the "Agreement"), pursuant to which Principal is required to be responsible for arranging and contracting for the construction of certain required improvements in accordance with the plans, specifications and contract documents set forth or referred to in the Agreement (hereinafter referred to as the "Improvements");

WHEREAS, it was one of the conditions of said Agreement that this bond be executed:

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all respects comply with the terms and conditions of said Agreement, within the time therein specified, and shall in every respect fulfill its obligations thereunder, and under the plans, specifications and contract documents referred to and made a part thereof, **and shall indemnify, and hold harmless Obligee from and against all claims, costs, expenses, demands, damages, injuries and losses, including, but not limited to, engineering, legal, administrative and other contingent cost to carry out and execute all the provisions of said Agreement,**

within the time therein specified, then this obligation shall be void; otherwise to remain in full force and effect.

THE SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the Principal fails to fulfill all of any portion of its obligations under the Agreement, within the time specified in the Agreement, the Surety, upon fifteen (15) days written notice from Obligee, or its authorized agent or officer, of Principal's default, shall forthwith perform and complete the obligations imposed by the aforesaid Agreement and pay the cost thereof, including, but not limited to, engineering, legal, administrative and other contingent costs. Should the Surety fail or refuse to perform and complete Principal's obligations under the Agreement, Obligee, in view of the public interest, safety, health and welfare factors involved and the inducement in approving and filing the said subdivision plat, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity, specifically including specific performance, to which the Principal and Surety unconditionally agree.

PROVIDED, FURTHER, that in any such legal action if filed on this Bond, venue shall lie in Collin County, Texas.

THE PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE, that, as set forth in the Agreement, Obligee, at its option, shall have the right to construct and install, or pursuant to public advertisement and receipt of bids, cause to be constructed and installed, the aforesaid Improvements in case the Principal should fail or refuse to do so in accordance with the terms of said Agreement, and in the event Obligee should exercise and give effect to such right, Principal shall be liable to reimburse the Obligee for the total cost thereof and Surety shall be liable for the amount set forth above, both including, but not limited to, engineering, legal, administrative and other contingent costs, together with any damages, either direct or consequential, which may be sustained on account of failure of the Principal to carry out and execute all of the provisions of said Agreement.

PROVIDED, HOWEVER, that both Principal and Surety agree and acknowledge that this bond is not executed pursuant to the provisions of VERNON'S TEXAS GOVERNMENT CODE ANN. Art. 2253.021, since said agreement is not between the Obligee and the prime contractor responsible for the construction of said Improvements and since the amount of this bond is in excess of the total costs of construction as set forth in the construction contract(s) for said Improvements.

FURTHERMORE, no extension of time or other waiver or amendment of the terms of said Agreement or any change in the method or amount of payment stipulated to be made by Obligee under the Agreement shall relieve Surety of its obligations hereunder and the Surety waives notice of any such extension, waiver, amendment, or change. The bond shall be automatically extended in time

without formal and separate amendment to cover full and faithful performance of the Agreement modifications, regardless of the amount of time involved.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____, and the undersigned Surety solemnly warrants and represents that it is duly authorized to do business in the State of Texas.

PRINCIPAL:

_____,
By and through its General Partner

a _____

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

Name: _____
Title: _____

SEAL

SURETY: _____

By: _____
Name: _____
Title: _____

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
ALAN D. LATHROM
City Attorney, City of Farmersville

The Resident Agent of the Surety in Texas, for delivery of notice and service of process is:

Name: _____

Address: _____

Telephone: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: that
_____, a surety company organized and existing under the
laws of the State of _____ does hereby make, constitute and appoint,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of _____ on the _____ day of _____, 20____ as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$_____, _____ Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, _____ has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this _____ day of _____, 20____.

SEAL

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, personally came _____ to me known, who being duly sworn, did depose and say that he is the President of _____, the corporation described in and which executed the above Instrument; that he executed said Instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

Notary Public

CERTIFICATE

I, the undersigned, Secretary of _____, a _____ insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at _____, _____ this _____ day of _____, 20____.

Name: _____
Title: _____

ACKNOWLEDGMENT OF SURETY

STATE OF _____ }
COUNTY OF _____ }

On _____, 20____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

_____, known to me to be the person who executed the said instrument on behalf of the said corporation and who stated that he/she executed the within and foregoing instrument in his/her capacity as the Attorney-in-Fact of _____, the corporation described in the original Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on _____

Notary Public

(Surety/Insurance Company Name)

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX # 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: _____ Insurance Company Claims

You may also contact the _____ Insurance Company Claims office by

telephone at: Telephone Number: _____

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss and act upon purchasing a CID vehicle for the police department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss and act upon the resignation and replacement of Sarah Jackson-Butler from the Planning & Zoning Commission.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Resignation Letter 2. Applications for Boards
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Sandra Green

From: Sarah Jackson-Butler
Sent: Friday, November 2, 2018 10:19 AM
To: Sandra Green
Subject: Resignation

Please except this as my resignation from the planning and zoning board of Farmersville Texas.

sjb

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOHN B. Politz Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: SAME Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 21 years
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: GARAGE DOOR INSTALLER Employer: GUARDIAN GARAGE DOORS, LLC
State details of previous experience on any City Boards or Commissions (in any City):
CITY COUNCIL 2014-2016
4B - 2016 TO 2018
P02 - 2018 - 2012
List memberships in any civic organizations:
N/A

In Order of Preference from 1 through 8

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

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



- Eligible for
2nd Term
- City

Signature: [Signature] Date: 8 May 2018

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: LINDA FOY Home Phone NA

Home Address: [REDACTED] Work Phone NA

Cell Phone [REDACTED]

Mailing Address: _____ Email Address: _____

Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 4 YRS (THIS TIME)

Are you a registered voter? Please circle Yes or No

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

Occupation: RETIRED Employer: IBM

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

FISD BOARD

List memberships in any civic organizations:

VP - FARMERSVILLE HISTORICAL SOCIETY

AUDREY MURPHY DAY COMMITTEE

In Order of Preference from 1 through 8 ANCER TRAC PROGRAM

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

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



Signature Linda Foy Date 5/9/18

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



Application

Please return your application to City Hall

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

Name: Jim Fox Home Phone: _____
Home Address: [REDACTED] Work Phone: _____
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle (Yes) or No If Yes, how long? 45 yrs
Are you a registered voter? Please circle (Yes) or No
Are you in the Farmersville Independent School District? Please circle (Yes) or No
Occupation: OWNER Employer: FOX INC
State details of previous experience on any City Boards or Commissions (in any City):
CITY COUNCIL - 14 yrs P+Z - 10 yrs
4B - 3 yrs

List memberships in any civic organizations:

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

In Order of Preference from 1 through 8

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

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

Signature: JH Fox Date: 5-23-18

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Tonya Mercer Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? _____
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Realtor Employer: Remax Country Northeast

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

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

List memberships in any civic organizations:

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

In Order of Preference from 1 through 6

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

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



Signature: Tonya L Mercer

Date: 5/24/18

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

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Jennifer Files Home Phone [REDACTED]

Home Address: [REDACTED] Work Phone [REDACTED]

Cell Phone [REDACTED]

Mailing Address: [REDACTED] Email Address: [REDACTED]

Are you a Farmersville resident? Please circle Yes or No (No) If Yes, how long? [REDACTED]

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

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

Occupation: Cosigner of Main St. Antiques Employer: Main St. Antiques/Candy

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

Helped start Farmers + Flea store Kitchen
induction - served for 2 yrs - also
worked to get city to take grant for Candy

List memberships in any civic organizations

Serve on Mt Committee Kitchen
Chamber of Commerce + Chamber member

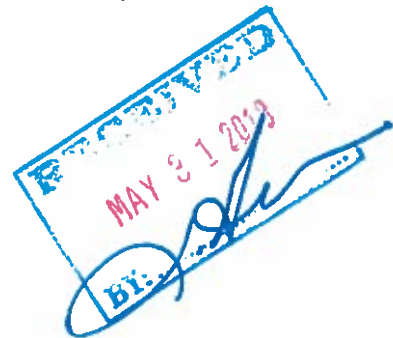
In Order of Preference from 1 through 8

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

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

Signature Jennifer Files Date 5/16/18

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



Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: John KLOSTERMAN Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 2 1/2 yrs
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Eng Tech Employer: Raytheon

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

City Council
Liaison to P+Z

List memberships in any civic organizations:

CAFP

In Order of Preference from 1 through 6

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

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



Signature: [Signature]

Date: 6-7-18

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

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

Application

Please return your application to City Hall

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

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Katherine Hershkey Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED] Email Address: [REDACTED]
Mailing Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? [REDACTED]
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: Realtor & Photographer Employer: Self

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

last 2 yrs on 4B

List memberships in any civic organizations:

/

In Order of Preference from 1 through 6

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

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

Signature: Katherine Hershkey

Date: 6/11/18

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

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

RECEIVED City of Farmersville
DATE 6-12-18
BY Tamela G. Jackson

Application

Please return your application to City Hall

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

Name: RON BROWN Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 37 years
Are you a registered voter? Please circle Yes or No Yes
Are you in the Farmersville Independent School District? Please circle Yes or No Yes
Occupation: RETIRED Employer: [REDACTED]
State details of previous experience on any City Boards or Commissions (in any City)
NONE

List memberships in any civic organizations:

RUDIE MURPHY PLANNING, OPTIMIST CLUB,
VFW

In Order of Preference from 1 through 8

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

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

Signature Ron Brown Date 6-11-18

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

Application

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

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Chris Calverley Home Phone: _____

Home Address: [REDACTED] Work Phone: _____

Cell Phone: [REDACTED]

Mailing Address: Same Email Address: [REDACTED]

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

Are you a registered voter? Please circle Yes or No

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

Occupation: Landscaping Employer: Oak Groves Landscape

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

Served on Building + Property since 2015

List memberships in any civic organizations:

In Order of Preference from 1 through 8

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

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

Signature Chris Date 6-11-18

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

Application

RECEIVED City of Farmersville

DATE 6-12-18

Please return your application to City Hall By Paula Jackson

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Kathy Wingo Home Phone: _____
Home Address: [REDACTED] 75442 Work Phone: _____
Cell Phone: [REDACTED]
Mailing Address: same Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or ☒ No If Yes, how long? _____
Are you a registered voter? Please circle: ☒ Yes or No
Are you in the Farmersville Independent School District? Please circle: ☒ Yes or No
Occupation: Retired Employer: _____

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

Worked as City Secretary 10+ years prior to retirement.

List memberships in any civic organizations:

Farmersville Quilt Guild, Chamber of Commerce

In Order of Preference from 1 through 6

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

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

Signature: Kathy Wingo

Date: 6/11/2018

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

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

Application

RECEIVED City of Farmersville
DATE 10-12-18
BY Kimberly Jackson

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOE HELMBERGER Home Phone:
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: JAME Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: (Yes) or No If Yes, how long? SINCE 1991
Are you a registered voter? Please circle: (Yes) or No
Are you in the Farmersville Independent School District? Please circle: (Yes) or No
Occupation: CIVIL ENGINEER Employer: KIMLEY-HORN & ASSOCIATES

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

MAJOR 2010-2016
4A - NUMEROUS TERMS

List memberships in any civic organizations:

ROTARY - ATTENDANCE OF LEAVE
PRESIDENT FARMERSVILLE CHAMBER OF COMMERCE

In Order of Preference from 1 through 6

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

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

Signature: [Signature]

Date: 06.12.18

Application

Please return your application to City Hall

City of Farmersville APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: JOE ST. MIFIELD Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 3 YEARS
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: RETIRED Employer: SOUTHWEST ELECTRODE INC/NO

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

NONE HAVE SERVED ON BUSINESS BOARDS

List memberships in any civic organizations:

INSTITUTE OF ELECTRONICS & PRACTICAL ENGINEERS; BOWEN ROAD CLUB AT DALLAS; BEDFORD YACHT CLUB; THE LIGHTHOUSE CHARITY TEAM

In Order of Preference from 1 through 6

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

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

Available for Any



Signature: [Signature]

Date: 6-21-18

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

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Jim Henry Home Phone: _____
Home Address: [REDACTED] Work Phone: _____
Cell Phone: [REDACTED]
Mailing Address: [REDACTED] Email Address: [REDACTED]
Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 39 years
Are you a registered voter? Please circle: Yes or No
Are you in the Farmersville Independent School District? Please circle: Yes or No
Occupation: HR Compensation Analyst Employer: Pepsi CO

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

Farmersville I.S.D. School Board

List memberships in any civic organizations:

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

In Order of Preference from 1 through 6

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

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



Signature: Jim Henry Date: 7/5/2018

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

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: BRIAN BRAZIL Home Phone: [REDACTED]
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED] Email Address: [REDACTED]
Mailing Address: [REDACTED]
Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 2 yrs
Are you a registered voter? Please circle Yes or No
Are you in the Farmersville Independent School District? Please circle Yes or No
Occupation: Insurance Agency Manager Employer: TEXAS Farm Bureau Insurance

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

List memberships in any civic organizations:

Farmersville Chamber of Commerce

In Order of Preference from 1 through 6

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

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

Signature: [Signature]

Date: 7/22/18



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

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

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: ALLISON MATHERS Home Phone:
Home Address: [REDACTED] Work Phone: [REDACTED]
Cell Phone: [REDACTED] Email Address: [REDACTED]
Mailing Address: same
Are you a Farmersville resident? Please circle: (Yes) or No If Yes, how long? 6 mths
Are you a registered voter? Please circle: (Yes) or No
Are you in the Farmersville Independent School District? Please circle: (Yes) or No
Occupation: REALTOR Employer: Premier Realty Group

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

Board Member - Digging for Dragons -
(non-profit raising \$ for
Sawthlake Schools)
Board Member - Sawthlake Younglife Ministry

List memberships in any civic organizations:

Husband & I will be joining Historical Society
& Chamber of Commerce

In Order of Preference from 1 through 6

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

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



Signature: All Mathers Date: 10.19.18

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

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

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss and act upon the resignation and replacement of Mary Berry from the Main Street Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	1. Refer to applications on previous item
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

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and act upon an interlocal agreement with Collin County for jail services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 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"> • 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 Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2018, by and between the City of Farmersville and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

As its term, this Agreement will last between October 1, 2018 and September 30, 2019. The parties expect to renew the Agreement for October 1, 2019 to September 30, 2020. In the event that such a renewal is delayed, however, this Agreement will automatically renew for another fiscal year under the terms set out here.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the

discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$94.47 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access

to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Farmersville or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address as follows:

(a) if the County, to:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(b) if the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City

will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

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

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. 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 16. Exclusive Right to Enforce this Agreement

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

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

City of Farmersville, Texas

By: _____

Date: _____

Title: _____

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon an interlocal agreement with Collin County for ambulance services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 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"> • 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 AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES

This INTERLOCAL AGREEMENT for the provision of Ambulance Services ("Agreement") by Collin County, Texas a political subdivision of the State of Texas (hereinafter referred to as "County") and the Cities of Anna, Blue Ridge, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, and Weston (collectively known as the "Northern and Eastern Coalition" and individually as "Member") each a local government of the State of Texas.

RECITALS

WHEREAS, Pursuant to the authority granted by V.T.C.A. Government Code, Title 8, Chapter 271, Subchapter F, Section 271.102 and Title 7, Chapter 791, Subchapter C, Section 791.025; and

WHEREAS, County has entered into an agreement with an ambulance service provider ("Vendor") pursuant to the contract Services, Emergency Medical, RFP No. 2018-139 ("Ambulance Contract"); and

WHEREAS, each Member of the Northern and Eastern Coalition desires to participate in the purchase of the services described in the Ambulance Contract; and

WHEREAS, County and the Northern and Eastern Coalition believe that the cooperative purchase of the services benefits the citizens of both County and Northern and Eastern Coalition; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby represent, warrant, covenant and agree as follows:

1. Term of Agreement

1.1 This Agreement shall become effective on November 1, 2018, ("Effective Date"), regardless of when this Agreement is executed by the Member authorized representatives.

1.2 The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect through and including October 31, 2019 with the option to renew for four (4) additional one (1) year periods.

1.3 A Member or County may terminate this Agreement, with or without cause, before end of the current term by providing the other Party one-hundred and forty (140) days written notice to the other Party.

II. Relationship of Parties

2.1 County, its agents, employees, volunteer help or any other person operating under this agreement shall not be considered an agent or employee of any Member, nor shall any Member, its agents, employees, volunteer help or any other person operating under this agreement be considered an agent or employee of Collin County.

III. Services

3.1 Vendor will provide services to the County and the Northern and Eastern Coalition in accordance with the Ambulance Contract.

3.2 Each Member will appoint a representative to the EMS Advisory Board. The EMS Advisory Board meets quarterly to discuss the Ambulance Contract.

IV. Payment of Services

4.1 Each Member agrees to pay for the Services each year in the amount determined by the following formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of each Member as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.2 County agrees to pay for the Services each year in the amount determined by the same formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of the Unincorporated area as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for of that member.

4.3 County agrees to pay the Vendor the total amount owed for services as required by the Ambulance Contract, on the condition that each Member reimburses County for amounts each Member owes pursuant to this Agreement. The County will invoice each Member quarterly in accordance with Exhibit A.

4.4 See attached for "Exhibit A" which shows the amounts owed, pursuant to section 4.1 and 4.2 by each Member and County for the first year of the Term of this Agreement which begins on November 1, 2018 and ends on October 31, 2019. This Exhibit "A" is incorporated herein.

4.5 Each Member and County shall make payments hereunder from current revenues available to each party.

4.6 In the event a Member terminates its participation in this Agreement, (the " Withdrawing Member"), the remaining Members hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Members shall be paid by the remaining Members and County collectively on a per capita basis.

4.7 In the event the Vendor of the Ambulance Contract is assessed damages, Member will receive a discount based upon the population percentage (calculated on Attachment A) on their next quarterly payment.

V. Notice

5.1 Any notice required by this Agreement to County shall be sent to the following address:

Collin County
Purchasing Department
2300 Bloomdale, Suite
3160
McKinney, TX 75071

5.2 Any notice required by this Agreement to a Member shall be sent to the address stated in each Member's signature.

VI. Miscellaneous

6.1 Entire Agreement Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

6.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

6.3 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

6.6 Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officials, officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officials, officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

6.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the parties.

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

"COUNTY"

COLLIN COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

"MEMBER"

AGENCY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

MEMBER CONTACT INFORMATION FOR NOTIFICATIONS:

Address: _____

City: _____

Zip Code: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Fire District /City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (MI)	Coalition	EMS Provider	City Annual Cost	Quarterly Payment 1	County Costs
ANFD Anna	2,017	13,248	17.73%	15,265	43.58	Northern	AMR	\$125,166.78	\$31,291.70	\$19,056.57
BLFD Blue Ridge	2,807	984	1.32%	3,791	69.71	Eastern	AMR	\$9,296.81	\$2,324.20	\$26,520.47
BRFD Branch*	3,451	-	0.00%	3,451	8.32	Eastern	AMR	\$0.00	\$0.00	\$32,604.96
FVFD Farmersville	4,334	3,000	4.01%	7,334	80.00	Eastern	AMR	\$28,343.93	\$7,085.98	\$40,947.53
JOFD Josephine	2,282	1,811	2.42%	4,093	32.39	Eastern	AMR	\$17,110.28	\$4,277.57	\$21,560.28
LCFD Lowry Crossing	1,424	1,742	2.33%	3,166	12.09	Eastern	AMR	\$16,458.37	\$4,114.59	\$13,453.92
MSFD Melissa	2,322	9,435	12.63%	11,757	28.05	Northern	AMR	\$89,141.65	\$22,285.41	\$21,938.20
NVFD Nevada	3,733	1,213	1.62%	4,946	29.24	Eastern	AMR	\$11,460.39	\$2,865.10	\$35,269.29
PNFD Princeton	4,469	11,321	15.15%	15,790	53.30	Eastern	AMR	\$106,960.54	\$26,740.13	\$42,223.00
RSFD Royse City	919	-	0.00%	919	13.73	Eastern	AMR	\$0.00	\$0.00	\$8,682.69
WMFD Westminster*	1,934	-	0.00%	1,934	28.20	Northern	AMR	\$0.00	\$0.00	\$18,272.39
WEFD Weston	1,948	331	0.44%	2,279	50.26	Northern	AMR	\$3,127.28	\$781.82	\$18,404.66
Total	31,640	43,085	57.66%	74,725	448.86			\$407,066.04		\$298,933.96

TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00

Total Population 74,725

Contract Rate \$ 706,000.00

Rate per person \$ 9.45

* Westminster Fire District contains Anna annexations

* Collin County is responsible for unincorporated Westminster and Branch

* The Incorporated portion of Royse City is covered by Rockwall EMS

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Consider, discuss and act upon Resolution #R-2018-1113-001 regarding the designation of the newspaper for City notices.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Resolution #R-2018-1113-001
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 a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2018-1113-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING THE *FARMERSVILLE TIMES* AS THE CITY'S OFFICIAL NEWSPAPER AND THE MCKINNEY COURIER-GAZETTE AND THE *DALLAS MORNING NEWS* AS THE CITY'S ALTERNATE OFFICIAL NEWSPAPERS FOR THE FISCAL YEAR 2018-2019

WHEREAS, Section 52.004 of the Texas Local Government Code requires the City Council of the City of Farmersville, Texas ("City Council") to determine, by ordinance or resolution, a public newspaper to be the official newspaper for the City of Farmersville, Texas ("City"); and

WHEREAS, Section 52.004(a) of the Texas Local Government Code provides that the governing body of a municipality shall designate an official newspaper for the City at the beginning of each fiscal year and that such newspaper shall be a City's official newspaper until such time as another newspaper is selected; and

WHEREAS, the City Council finds that the *Farmersville Times*, the *McKinney Courier-Gazette* and the *Dallas Morning News* satisfy the requirements of Chapter 2051 of the Texas Government Code; and

WHEREAS, the City Council finds that the *Farmersville Times*, the *McKinney Courier-Gazette* and the *Dallas Morning News* are each a public newspaper of general circulation.

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 of the City of Farmersville, Texas, hereby designates the *Farmersville Times*, a weekly newspaper, as the official newspaper for the City for the Fiscal Year 2018-2019. The *Farmersville Times* shall be the City's official newspaper until such time as another newspaper is selected.

Section 3. The City Council of the City of Farmersville, Texas, hereby designates the *McKinney Courier-Gazette* and the *Dallas Morning News*, each of which publications is a daily newspaper, as the official alternate newspapers for the City for the Fiscal Year 2018-2019 to be used for the publication of required notices in the event that, due to time constraints, publication or advertisement in the *Farmersville Times* cannot be accomplished in a timely manner. The

McKinney Courier-Gazette and the *Dallas Morning News* shall be the City's official alternate newspapers until such time as another newspaper is selected.

Section 4. The City Secretary is hereby directed to publish all required notices and advertisements in the *Farmersville Times* in accordance with the laws of the State of Texas save and except in such circumstances when due to time constraints, publication or advertisement in the *Farmersville Times* cannot be accomplished in a timely manner.

Section 5. When due to time constraints, publication or advertisement in the *Farmersville Times* cannot be accomplished in a timely manner, the City Secretary is hereby directed to publish such required notices and advertisements in one of the City's alternate official newspapers, the *McKinney Courier-Gazette* or the *Dallas Morning News*, in accordance with the laws of the State of Texas.

Section 6. This Resolution shall take effective immediately upon its passage.

DULY PASSED AND APPROVED, by the City Council of the City of Farmersville, Texas on this 13th day of November, 2018

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss and act upon information concerning the TIRZ boundaries.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	TIRZ Boundary Map
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.K
Subject	Discussion regarding development review processes and city infrastructure inspection processes.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.L
Subject	Consider, discuss and act upon the recommendation and bid tabulations for Rike Street Construction Project TxCDBF Contract No. 7217129.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Recommendation Letter and Bid Tabulations
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



November 9, 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:

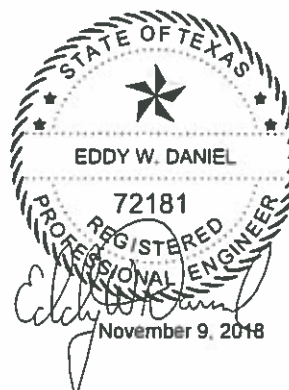
I have attached a bid tabulation form for the TxCDBG Contract No. 7217129 for the Rike Street Reconstruction Project for the City of Farmersville. The project was re-bid on Friday, November 9, 2018 at 11:00 a.m. There were five bidders on the project. Mike Rogers Construction of Lone Star, TX was the lowest base bidder with a total base bid amount of \$262,313.00 for the project. A bid bond was provided. The addenda were acknowledged. We find Mike Rogers Construction to be a competent contractor with the equipment, experience and financial stability to successfully complete this project. The bid is approximately \$16,295.00 over the grant construction amount available.

It is the recommendation of Daniel & Brown Inc. that the City of Farmersville award the bid for the Rike Street Reconstruction Project TxCDBG Contract No. 7217129 to Mike Rogers Construction of Lone Star, TX for the base bid amount of \$262,313.00.

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

Sincerely,


Eddy W. Daniel
City Engineer



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: Friday, November 9, 2018 @ 11:00 am

ITEM #	ITEM DESCRIPTION	Mike Rogers Construction Lone Star, TX		Reyes Group Grand Prairie, TX		Texas Bit Irving, TX	
		Qty	Unit	Total	Qty	Unit	Total
1	Installation of 3" thickness asphalt overlay	3,959	\$20.00	\$79,180.00	3,959	\$23.00	\$91,057.00
2	Installation of flex base	265	\$50.00	\$13,250.00	265	\$85.00	\$22,525.00
3	Pulverization and lime stabilization and associated preparation of existing base	3,959	\$12.00	\$47,508.00	3,959	\$12.00	\$47,508.00
4	Installation of curbs and gutters	3,135	\$25.00	\$78,375.00	3,135	\$26.00	\$81,510.00
5	Installation of concrete street aprons	190	\$100.00	\$19,000.00	190	\$100.00	\$19,000.00
6	Demolition and disposal of existing curb, driveway, sidewalks and necessary tree and brush trimming and disposal	1	\$5,000.00	\$5,000.00	1	\$27,000.00	\$27,000.00
7	Project mobilization and overhead	1	\$20,000.00	\$20,000.00	1	\$15,000.00	\$15,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 7)			\$262,313.00			\$303,600.00
	CALENDAR DAYS			210/240			210/240

ALTERNATE BID ITEMS

ITEM #	ITEM DESCRIPTION	Mike Rogers Construction Lone Star, TX		Reyes Group Grand Prairie, TX		Texas Bit Irving, TX	
		Qty	Unit	Total	Qty	Unit	Total
3A	Pulverization and addition of Liquid Stabilizer and associated preparation of existing base	3,959	\$10.00	\$39,590.00	3,959	\$9.00	\$35,631.00
						\$10.88	\$43,073.92

City of Farmersville

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

Bid Date: Friday, November 9, 2018 @ 11:00 am

ITEM #	ITEM DESCRIPTION	FNH Construction LLC Farmers Branch, TX			Pavecon Public Works, LP Grand Prairie, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Installation of 3" thickness asphalt overlay	3,959	\$25.00	\$98,975.00	3,959	\$17.00	\$67,303.00
2	Installation of flex base	265	\$85.00	\$22,525.00	265	\$153.00	\$40,545.00
3	Pulverization and lime stabilization and associated preparation of existing base	3,959	\$13.75	\$54,436.25	3,959	\$15.00	\$59,385.00
4	Installation of curbs and gutters	3,135	\$28.00	\$87,780.00	3,135	\$30.00	\$94,050.00
5	Installation of concrete street aprons	190	\$75.00	\$14,250.00	190	\$150.00	\$28,500.00
6	Demolition and disposal of existing curb, driveway, sidewalks and necessary tree and brush trimming and disposal	1	\$76,000.00	\$76,000.00	1	\$98,000.00	\$98,000.00
7	Project mobilization and overhead	1	\$40,000.00	\$40,000.00	1	\$58,500.00	\$58,500.00
	TOTAL OF ALL BID ITEMS (1 THRU 7)			\$393,966.25			\$446,283.00
	CALENDAR DAYS			210/240		210/240	

ALTERNATE BID ITEMS

ITEM #	ITEM DESCRIPTION	FNH Construction LLC Farmers Branch, TX			Pavecon Public Works, LP Grand Prairie, TX		
		Qty	Unit	Total	Qty	Unit	Total
3A	Pulverization and addition of Liquid Stabilizer and associated preparation of existing base	3,959	\$15.00	\$59,385.00	3,959	\$12.50	\$49,487.50

Agenda Section	Regular Agenda
Section Number	VI.M
Subject	Consider, discuss and act upon the review and possible changing of the noise ordinance.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	Ordinance #O-2012-0724-001 Ordinance #O-2013-1008-003
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
ORDINANCE # O-2012-0724-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING THE TITLE OF DIVISION 2 OF SAID ARTICLE II TO HEREAFTER BE AND READ "NOISE DISTURBANCES," AND BY DELETING EXISTING SECTIONS 44-49 THROUGH 44-51, THEREOF, AND REPLACING SAID SECTIONS WITH NEW SECTIONS 44-49 THROUGH 44-51, ENTITLED "DEFINITIONS," "SPECIFIC NOISE DISTURBANCE PROHIBITED" AND "EXEMPTIONS," RESPECTIVELY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville realize that noise nuisances can be detrimental or offensive to the inhabitants of the City; and

WHEREAS, the City's duty is to protect the citizens of Farmersville to assist the enjoyment of life, health and not have contention regarding public peace and comfort; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this recommended text amendment coming before the City Council of the City of Farmersville; and

WHEREAS, the City Council of the City of Farmersville, after notice and public hearing as required by law and upon due deliberation and consideration, the City Council is of the opinion and finds that disturbing noise, the intensity and duration to be detrimental to the public health, safety, or general welfare of the citizens of the City;

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDMENT OF ARTICLE II "NOISE REGULATION," OF CHAPTER 44, "NUISANCES," BY AMENDING THE TITLE OF DIVISION 2 OF SAID ARTICLE II TO HEREAFTER BE AND READ "NOISE DISTURBANCES," AND BY DELETING EXISTING SECTIONS 44-49 THROUGH 44-51 ENTITLED "DEFINITIONS," "SPECIFIC NOISE DISTURBANCE PROHIBITED," AND "EXEMPTIONS," RESPECTIVELY.

From and after the effective date of this Ordinance, the title of Division 2 of Article II of Chapter 44, "Nuisances," of the Code of Ordinances is hereby amended to be and read "Noise Disturbances" and existing Sections 44-49 through 44-51, thereof, are hereby amended by deleting said sections in their entirety and replacing said sections with new Sections 44-49 through 44-51 entitled "Definitions," "Noise Nuisance," and "Exemptions," respectively, to read as follows:

"DIVISION 2 – NOISE DISTURBANCES

Sec. 44-49. - Definitions. The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Farmersville, employees or any authorized representative of the city.

Construction means any site preparations, assembly, erection, substantial repair, alteration or similar action (excluding demolition) of public or private right-of-way surfaces, structures, utilities or similar property.

Demolition means any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

Device means any mechanism which is intended to produce, or which actually produces noise when operated or handled.

Engine braking means the use of retarding forces within an engine to slow a vehicle down, as opposed to using an external braking mechanism, such as friction brakes or magnetic brakes. This term applies to petrol engines and other engines that throttle air intake.

Motor vehicle means any vehicle propelled by mechanical power such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, mini-bike, pocket bike, go-cart, dune buggy or racing vehicle.

Muffler means any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a significant reduction in sound emission.

Noise disturbance means any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; and any

unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise disturbance per se means not requiring extraneous evidence or support to establish the existence of a noise disturbance.

Nonresidential district means any district not classified by the zoning ordinance as containing residential homes, apartments or condominiums.

Owner means any person having supervision or control of any property.

Power equipment means any motorized electric- or fuel-powered equipment including but not limited to, tractors, lawnmowers, and other similar devices or equipment.

Power model vehicle means any self-propelled airborne, waterborne, or land-borne plane, vessel, or vehicle, which is not designed to carry persons including, but not limited to, any model airplane, boat, car or rocket.

Property means any lot, tract, parcel of land or a portion thereof, occupied or unoccupied, improved or unimproved, public or private within the territorial limits of the city.

Property boundary means an imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Quiet zone means property on which a school, hospital, nursing home, assisted living facility, clinic, library or other noise sensitive facility is operated.

Residential district means any district classified by the zoning ordinance as containing residential homes, apartments, condominiums or dwelling units.

Roadway means any street, alley, parkway, sidewalk or gutter.

Sound means a temporal or spatial oscillation in pressure, or other physical quantity, in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

Vibration means a temporal and spatial oscillation of displacement, velocity or acceleration in a solid material.

Sec. 44-50. - Specific noise disturbance prohibited.

- 1) No person shall allow, make or cause to be made any unreasonable loud or disturbing noise which is offensive to the sensibilities of a reasonable, prudent adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise disturbance as defined.
- 2) The following includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article including activities which are noise disturbances per se, unless an exemption applies.
- 3) *Animals.* Owning, keeping, possessing or harboring any animal or fowl which by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort or repose of citizens, or causes a noise disturbance as defined herein. The provision of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which holds or treats animals.
- 4) *Radios, television sets, musical instruments, loud speaking amplifiers and similar devices.*
 - a) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a residential district, or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. to 6:00 a.m.
 - b) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeaker and sound amplifiers or other machine or device for the producing or reproducing of sound within a nonresidential area in such a manner as to cause a noise disturbance.
 - c) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale or display of merchandise so as to attract attention to such cause,

demonstration or premises when such use is done in a manner which causes a noise disturbance.

- d) The using, operating permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise when such use is done in a manner which causes a noise disturbance.
- 5) *Vehicular sound amplification systems.* Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle in such a manner that, when operated, it is audible at a distance of 30 feet, or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source when such operation is done in a manner which causes a noise disturbance.
- 6) *Yelling, shouting, etc.* The yelling, shouting, crying, hooting, whistling or singing of peddlers, hawkers or any other person in such a manner to cause a noise disturbance.
- 7) *Loading operations.* The loading or unloading of any vehicle in such a manner as to cause a noise disturbance.
- 8) *Construction/maintenance work.*
 - a) Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
 - b) Operating or permitting to be operated any gravel pit, rock crusher, or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall

create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- c) Operating or permitting to be operated any gravel pit, rock crusher or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within a nonresidential district in such a manner as to cause a noise disturbance.
 - d) Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf course or appurtenances thereto within a nonresidential district in such a manner as to cause a noise disturbance.
- 9) *Power equipment.*
- a) Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
 - b) Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a nonresidential district in such a manner as to cause a noise disturbance.
- 10) *Motor vehicles – repairs or testing.*
- a) The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
 - b) The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a nonresidential district in such a manner as to cause a noise disturbance.
- 11) *Motor vehicles – running loud or out of repair.*
- a) The use of any automobile, motorcycle, or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grating, grinding or rasping noise, the excessive spinning of the tires, or the racing of a

motor vehicle engine unnecessarily within a residential district or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- b) The use of any automobile, motorcycle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grating, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a nonresidential district in such a manner as to cause a noise disturbance.
- 12) *Motor vehicles – exhaust.* The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.
- 13) *Motor vehicles – engine braking.* Engine braking occurs when the retarding forces within an engine are used to slow a vehicle down, as opposed to using an external braking mechanism such as friction brakes or magnetic brakes which causes a noise disturbance.
- 14) *Motor vehicles – jake braking.* Engine braking used mainly in large diesel trucks and works by opening the exhaust valves at the top of the compression stroke, resulting in adiabatic expansion of the compressed air, so the large amount of energy stored in that compressed air is not returned to the crankshaft, but is released into the atmosphere which causes a noise disturbance.
- 15) *Explosive devices.* Explosive sound sources including, but not limited to, the use of fireworks, explosives, and the firing of guns or other explosive devices in such a manner as to cause a noise disturbance; provided however, that no such noise disturbance shall be deemed to exist when the activity is allowed or sanctioned by ordinance or other authority and the activity is conducted in strict accordance with said ordinance or authority.
- 16) *Powered model mechanical devices.*
 - a) The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- b) The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices within a nonresidential district in such a manner as to cause a noise disturbance.
- 17) *Quiet Zone.* Creating a noise disturbance on any street adjacent to any school, hospital, nursing home, assisted living facility, clinic, library or other noise sensitive facility.
- 18) *Vibration.* Using or causing to use any device that creates any ground vibration, which is perceptible without instruments at any point on or beyond the property boundary of the source.

Sec. 44-51. – Exemptions.

The following sources of potential noise disturbances shall be exempt from the regulations of this article:

- 1) Safety signals, storm warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.
- 2) Sound caused in the performance of emergency or public service work, including police, fire and public utility operations, acting in the performance of lawful duties to protect the health, safety or welfare of the community.
- 3) Sounds caused by natural phenomena.
- 4) Activities conducted on public streets, squares, parks and playgrounds which are approved, sponsored or sanctioned by the city such as a parade, fireworks, sporting event, musical production, or other activity that has the approval of the city council or a city department authorized to grant such approval.
- 5) Activities conducted on public or private school grounds including, but not limited to, school athletic and school entertainment events which are approved, sponsored or sanctioned by the school."
- 6) Sounds created by locomotives as they travel through the City.

SECTION 3. PENALTY

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$500.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and

evidence of a culpable mental state is not required for the proof of an offense defined by this article.

SECTION 4. 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 5. 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 6. 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 Texas Local Government Code.

SECTION 7. 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 8. 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.

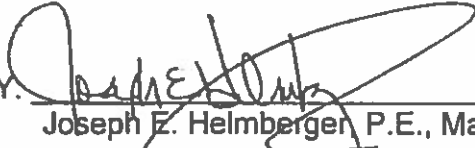
SECTION 9. EFFECTIVE DATE

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 10th day of July, 2012, and second reading on the 24th of July, 2012, 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 24th DAY OF JULY, 2012.

APPROVED:

BY. 
Joseph E. Helmberger, P.E., Mayor

ATTEST:


Edie Sims, City Secretary



CITY OF
ARMERSVILLE
ORDINANCE
O-2012-0724-001

44-49 THROUGH
44-51, ENTITLED
"DEFINITIONS,"
"SPECIFIC NOISE
DISTURBANCE
PROHIBITED"
AND "EXEMPTIONS," RESPECTIVELY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
34-11-67-124

BY
MENDING THE
TITLE OF DIVISION 2 OF SAID ARTICLE II TO
HEREAFTER
AND READ
NOISE DISTURBANCES," AND
DELETING
EXISTING SECTIONS
44-49
44-51,
HEREOF, AND
REPLACING SAID
SECTIONS WITH
NEW SECTIONS



The Farmersville Times • Murphy Monitor • The Princeton Herald • The Sachs News • THE WYLIE NEWS

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Chad Engbrock, publisher of *The Farmersville Times*, a newspaper regularly published in Collin County, Texas and having general circulation in Collin County, Texas, who being by me duly sworn, deposed and says that the foregoing attached:

City of Farmersville
Ordinance #O-2012-0724-001
was published in said newspaper on the following dates, to-wit:
August 2, 2012

Chad Engbrock, Publisher

Subscribed and sworn before me on this, the 2nd day of August, 2012
to certify which witness my hand and seal of office.



Notary Public in and for
The State of Texas

My commission expires 3-21-13

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-1008-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING SECTION 44-50, "SPECIFIC NOISE DISTURBANCE PROHIBITED," BY AMENDING PARAGRAPH (h), "CONSTRUCTION/MAINTENANCE WORK," BY ADDING NEW SUBPARAGRAPHS (5) AND (6) REGARDING CONSTRUCTION AND MAINTENANCE WORK PERFORMED OUTSIDE OF REGULARLY PERMITTED "WORKING HOURS"; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") realizes that loud noise and noises that are louder than the normal background noise at certain hours of the day or night can be detrimental or offensive to the inhabitants of the City; and

WHEREAS, the City Council's duty is to protect the citizens of Farmersville to assist the enjoyment of life, health and minimize contention regarding public peace and comfort; and

WHEREAS, the City Council realizes that construction work must be performed in order to repair or maintain existing improvements and to bring new growth and development to Farmersville; and

WHEREAS, the high temperatures during Texas summers can prevent the proper curing and hardening of concrete which may cause the concrete to not meet the specifications set by the licensed engineer of the project; and

WHEREAS, concrete contractors can work around the issues cause by high daytime temperatures by pouring concrete at night when it is cooler; and

WHEREAS, the City's current noise ordinance does not allow construction work to be performed at night when temperatures are cool enough for a concrete contractor to pour concrete; and

WHEREAS, the City Council, after due deliberation and consideration of the foregoing issues, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City that an exemption should be established with certain requirements regarding construction noise outside the usual hours of operation allowed for construction and maintenance work.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDMENT OF CHAPTER 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING SECTION 44-50, "SPECIFIC NOISE DISTURBANCE PROHIBITED," BY AMENDING PARAGRAPH (h), "CONSTRUCTION/MAINTENANCE WORK," BY ADDING NEW SUBPARAGRAPHS (5) AND (6) REGARDING CONSTRUCTION AND MAINTENANCE WORK PERFORMED OUTSIDE OF REGULARLY PERMITTED "WORKING HOURS."

From and after the effective date of this Ordinance, Section 44-50, entitled "Construction/Maintenance Work" is hereby amended by amending Paragraph (h), thereof, by adding new subparagraphs (5) and (6) to read as follows:

"Sec. 44-50. – Construction/Maintenance Work.

(1) * * * *

(5) Notwithstanding the provisions of Subparagraphs (1) through (4) of this Paragraph (h), construction and/or maintenance work may be performed between the hours of 10:00 p.m. and 6:00 a.m. only after receiving permission from the City Manager or his designee upon applicant's showing that such work cannot reasonably or efficiently be performed otherwise.

(6) At locations where voluntary compliance with the recommended limitations regarding the performance of construction and maintenance work between the hours of 10:00 p.m. and 6:00 a.m. is not being observed and the City receives one or more complaints from any resident of a residence or quiet zone within five hundred feet (500') of the work site, the City may issue written orders to stop work or further regulate site construction working hours if site work is being done outside the defined time guidelines or is interfering with the reasonable tranquility of a neighborhood."

SECTION 3. PENALTY

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed

\$500.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this article.

SECTION 4. 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 5. 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 6. 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 Texas Local Government Code.

SECTION 7. 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 8. 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.

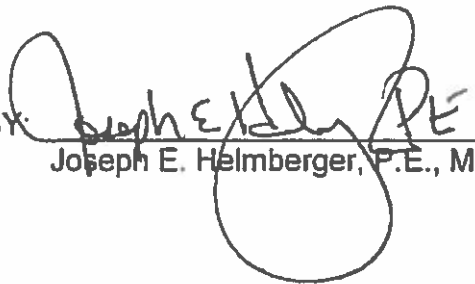
SECTION 9. EFFECTIVE DATE

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 24th day of September, 2013, and second reading on the 8th day of October, 2013, 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 8th day of OCTOBER, 2013.

APPROVED:

BY: 
Joseph E. Helmberger, P.E., Mayor

ATTEST:


Edie Sims, City Secretary





STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Chad Engbrock, publisher of *The Farmersville Times*, a newspaper regularly published in Collin County, Texas and having general circulation in Collin County, Texas, who being by me duly sworn, deposed and says that the foregoing attached:

City of Farmersville
Ordinance #O-2013-1008-003
was published in said newspaper on the following dates, to-wit:
December 5, 2013

Chad Engbrock, Publisher

Subscribed and sworn before me on this, the 7 day of Dec, 2013
to certify which witness my hand and seal of office.



Notary Public in and for
The State of Texas

My commission expires 9-2-16

Agenda Section	Regular Agenda
Section Number	VI.N
Subject	Update on Hamilton Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.O
Subject	Consider, discuss and act upon repairs to Murchison Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 13, 2018
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

VII. EXECUTIVE SESSION

VIII. RECONVENE FROM EXECUTIVE SESSION

IX. Requests to be Placed on Future Agendas

X. Adjournment