

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	Consider all matters incident and related to the issuance and sale of "City of Farmersville, Texas, Tax and Utility System (Limited Pledge) Revenue Certificates of Obligation, Series 2019", including the adoption of Ordinance #O-2018-1211-001 authorizing the issuance of such certificates of obligation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	Ordinance #O-2018-1211-001
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

ORDINANCE NO. 0-2018-1211- 001

AN ORDINANCE authorizing the issuance of "CITY OF FARMERSVILLE, TEXAS, TAX AND UTILITY SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined Electric Light and Power, Waterworks and Sewer System; providing the terms and features of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$1,800,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published in *The Farmersville Times*, a newspaper hereby found and determined to be of general circulation in the City of Farmersville, Texas (the "City"), on November 8, 2018 and November 15, 2018, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, the City Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,770,000, to be designated and bear the title "CITY OF FARMERSVILLE, TEXAS, TAX AND UTILITY SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and

traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated December 1, 2018 (the "Certificate Date") and, except for the Initial Certificate(s) provided in Section 8 hereof, shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2019	\$ 85,000	
2020	60,000	
2021	65,000	
2022	65,000	
2023	70,000	
2024	70,000	
2025	75,000	
2026	80,000	
2027	80,000	
2028	85,000	
2029	90,000	
2030	90,000	
2031	95,000	
2032	95,000	
2033	100,000	
2034	105,000	
2035	110,000	
2036	115,000	
2037	115,000	
2038	120,000	

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be January 15, 2019 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2019, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the

United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. (a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2028 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple

thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028 or on any date thereafter at the redemption price of par plus accrued interest to the redemption date.

At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Certificates having Stated Maturities of August 15 in each of the years 20____, 20____ and 20____ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subsection (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificate as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a

Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or if appropriate the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 22 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or

owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the printed certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in printed form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or a duly authorized agent of the Comptroller, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or

the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) **Form of Definitive Certificates.**

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF FARMERSVILLE, TEXAS
TAX AND UTILITY SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date:	Stated Maturity:	Interest Rate:	CUSIP NO:	Delivery Date:
December 1, 2018	August 15, 20____	_____%	_____	January 15, 2019

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Farmersville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate

of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2019, until maturity or prior redemption. Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$1,770,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, resurfacing and improving various streets, roads, overpasses, and thoroughfares, including drainage, landscaping, curbs, gutters, sidewalks, entryways, signage, lighting and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$,000
August 15, 20	\$,000 (maturity)

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after August 15, 2028, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City from a limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Electric Light and Power, Waterworks and Sewer System (the "System"), such pledge of the Net Revenues for the payment of the Certificates being limited to an amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue Additional Obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF FARMERSVILLE, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number _____) the within
Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full
power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the registered owner as it
appears on the face of the within
Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in subsection (b) of this
Section, except that the form of a single fully registered Initial Certificate shall be modified as
follows:

REGISTERED
NO. T-1

REGISTERED
\$1,770,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF FARMERSVILLE, TEXAS
TAX AND UTILITY SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date:
December 1, 2018

Delivery Date:
January 15, 2019

Registered Owner:

Principal Amount: ONE MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS

The City of Farmersville (hereinafter referred to as the "City"), a body corporate and
municipal corporation in the County of Collin, State of Texas, for value received, acknowledges
itself indebted to and hereby promises to pay to the Registered Owner named above, or the
registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the
years and in principal installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2019, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms are defined to mean as follows:

(a) The term "Additional Obligations" shall mean additional tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or other law, that are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the \$1,770,000 "City of Farmersville, Texas, Tax and Utility System (Limited Pledge) Revenue Certificates of Obligation, Series 2019" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

(g) The term "Gross Revenues" shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(h) The term "Operating and Maintenance Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of power and energy, water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" shall mean Gross Revenues of the System, with respect to any period, after deducting the System's Operating and Maintenance Expenses during such period.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 23 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 22 hereof.

(k) The term "Prior Lien Obligations" shall mean all bonds or similar obligations now outstanding and hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates and Additional Obligations, including, but not limited to, the outstanding) "City of Farmersville, Texas, Notes, Series 2013", dated November 1, 2013, and originally issued in the principal amount of \$625,000, and "City of Farmersville, Texas, Tax and Utility System Surplus Revenue Certificates of Obligation, Series 2017", dated September 1, 2017, and originally issued in the principal amount of \$5,845,000.

(l) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the generation, transmission, supply and distribution of electrical energy and power, the supply, treatment and transmission of potable water and the collection, treatment and disposal of water-carried wastes, together with all future extensions, improvements, replacements and additions thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the City to be designated "SPECIAL 2019 TAX AND UTILITY SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such account shall be kept and maintained in a special banking account at a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

PROVIDED, however, in regard to any payment to become due on the Certificates prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Certificate Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Certificate Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay any payments due on the Certificates prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Certificate Date.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) or other applicable laws governing the investment of interest and sinking funds; provided that all such investments shall be made in such a manner that the money required to be expended from the Certificate Fund will be available at the proper time or times.

All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, the Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(1) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(i) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(ii) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(iii) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(2) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (iii) above less the sum total of the amounts established in paragraphs (i) and (ii), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates and Additional Obligations, if issued, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of principal of and interest on the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof, and the limited pledge of Net Revenues of the System herein made shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the limited pledge of the Net Revenues of the System granted by the City under this Section 13, and such limited pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the limited pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said limited pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said limited pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all income and revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, appropriated and budgeted to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper Operating and Maintenance Expenses as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.,

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates (the Certificate Fund) and Additional Obligations.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 12 hereof, the City hereby covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), subject to all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, together with other lawfully available revenues appropriated by the City for payment of the Debt Service Requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in the Certificate Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058 and Texas Local Government Code, Sections 271.041, et seq., as amended; and

(b) Other than for the payment of the Prior Lien Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and such Prior Lien Obligations hereafter issued may be payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and secured in such manner as the City Council may determine. Additionally, the City reserves the right without any limitations or restrictions to issue Additional Obligations payable (in whole or in part) from and secured by lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien on and pledge of such Net Revenues securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such

conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 20: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 23: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 24: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 38 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or

rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 25: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) **Not to Cause Interest to Become Taxable.** The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in

the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the

earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and represents the amount of "tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2019 will not exceed \$10,000,000.

SECTION 26: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City; such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the Certificates to said Purchaser at the price of par, plus a premium of \$_____ is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 27: Official Statement. The use of the Preliminary Official Statement, dated November 28, 2018, in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Director of Finance or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated December 11, 2018, in the offering, sale and delivery of the Certificates to the public.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates, less amounts to pay costs of issuance and premium in the amount of \$_____, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount and all surplus

proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 30: Legal Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. Subject to Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 36: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 37: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 38: Continuing Disclosure Undertaking.

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) **Annual Reports.** The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year 2018, financial information and operating data with respect to the City of the general type included in the final Official Statement in Tables 1 through 6 and 8 through 15, and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2018, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) **Notice of Certain Events.** The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 39: Further Procedures. The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the Mayor Pro Tem, City Manager, Director of Finance and/or City Secretary of the City, and the City's Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such

ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Insurance. The Certificates have been sold with the principal of and interest thereon being insured by _____.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this December 11, 2018.

CITY OF FARMERSVILLE, TEXAS

Randy Rice, Mayor

ATTEST:

Sandra Green, City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of December 11, 2018 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Farmersville, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Farmersville, Texas, Tax and Utility System (Limited Pledge) Revenue Certificates of Obligation, Series 2019" (the "Securities"), dated December 1, 2018, such Securities scheduled to be delivered to the initial purchasers thereof on or about January 15, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Hilltop Securities Inc.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

First Class/Registered/Certified

The Bank of New York
Mellon Trust Company, N.A.
Global Corporate Trust
P.O. Box 396
East Syracuse, NY 13057

Express Delivery/Courier

The Bank of New York
Mellon Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Pkwy.
East Syracuse, NY 13057

By Hand Only

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott Israel. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended the Bank hereby verifies that the Bank is a company (as defined in Section 808.001(2), Texas Government Code) which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 6.13 Iran, Sudan and Foreign Terrorists Organizations. To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2270.0201 or 2252.153, Texas Government Code.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

CITY OF FARMERSVILLE, TEXAS

By: _____
Mayor

Address: 205 S. Main Street
Farmersville, Texas 75442

Attest:

City Secretary

Agenda Section	Reading of Ordinances
Section Number	VI.B
Subject	Consider, discuss and act upon Ordinance #O-2018-1211-002 regarding changing the north south direction of Bob Tedford Drive to Harvard Boulevard.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	Ordinance #O-2018-1211-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE # O-2018 -1211-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CHANGING THE NAME OF BOB TEDFORD DRIVE TO HARVARD BOULEVARD AS SHOWN ON EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Developer of the Camden Park Subdivision has, through the plat thereof, named the roadway section extending north from the location where Bob Tedford Drive changes from a north-south roadway to an east-west roadway along the frontage of the Camden Park Subdivision to the northern boundary of such subdivision Harvard Boulevard to tie in with its street naming theme; and

WHEREAS, Bob Tedford Drive extends in a northerly direction from U.S. Highway 380 a distance of approximately seven hundred fifteen feet (715') more or less and then curves to become an east-west roadway that terminates at County Road 611; and

WHEREAS, City Staff has requested that the name of the north-south segment of Bob Tedford Drive be changed to Harvard Boulevard to avoid confusion for the motoring public and emergency services personnel attempting to locate Harvard Boulevard; and

WHEREAS, the City Council of the City of Farmersville, Texas has deemed it appropriate to change the name of the north-south segment of Bob Tedford Drive to Harvard Boulevard; and

WHEREAS, the City Council of the City of Farmersville, Texas has determined it is in the best interest of the citizens and emergency responders to change the name of the north-south segment of Bob Tedford Drive to avoid confusion.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The name of the north-south segment of Bob Tedford Drive extending in a northerly direction a distance of approximately seven hundred fifteen feet (715') more or less from U.S. Highway 380 to the point at which Bob Tedford Drive becomes an east-west roadway shall be changed to Harvard Boulevard as shown on Exhibit "A" attached hereto.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be void or unconstitutional, the same

shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4. All ordinances of the City of Farmersville, Collin County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby repealed; provided however, that all other provisions of said ordinances not in conflict with provisions of this ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

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

APPROVED THIS ____ DAY OF _____, 20____.

APPROVED:

BY: _____
Jack Randall Rice
Mayor

ATTEST:

Sandra Green
City Secretary

VII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider all matters incident and related to setting a public hearing and authorizing publication of a public hearing notice regarding proposed amendments to the project and finance plans for Tax Increment Financing Reinvestment Zone Number 1 City of Farmersville, Texas, including the adoption of Resolution #R-2018-1211-001 pertaining thereto.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	Resolution #R-2018-1211-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTIONS #R-2018-1211-001**

A RESOLUTION SETTING A PUBLIC HEARING REGARDING CERTAIN PROPOSED AMENDMENTS TO THE PROJECT AND FINANCE PLANS FOR TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER 1, CITY OF FARMERSVILLE; AND APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, the City Council (the "Council") of the City of Farmersville, Texas (the "City") hereby finds and determines the City should adopt certain amendments to the project plan and the finance plan (the "Amendments") for Reinvestment Zone Number 1, City of Farmersville (the "Zone"); and

WHEREAS, prior to adopting the Amendments, the Council will hold a public hearing regarding the Amendments and their benefits to the City and to property in the Zone and to afford a reasonable opportunity for all interested persons to speak for or against the proposed Amendments; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT a public hearing on the proposed Amendments shall be and is hereby resolved to be held on the 8th day of January, 2018, during the regularly scheduled City Council meeting in the City Hall Council Chambers, 205 S. Main Street, Farmersville, Texas, and the City Secretary is hereby authorized and directed to cause a notice of such public hearing, substantially in the form and content of Exhibit A attached hereto and incorporated herein by reference as a part of this resolution for all purposes, to be published in one or more newspapers having a general circulation in the City.

PASSED AND ADOPTED, this December 11, 2018.

CITY OF FARMERSVILLE, TEXAS

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

(City Seal)

EXHIBIT A

PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING BY THE CITY OF FARMERSVILLE FOR PROPOSED AMENDMENTS TO THE PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER 1 CITY OF FARMERSVILLE.

The City of Farmersville does hereby give notice that a public hearing will be conducted on January 8, 2018 [during the regularly scheduled City Council meeting beginning at 6:00 p.m.] in the City Hall Council Chambers, 205 S. Main Street, Farmersville, Texas.

The purpose of the public hearing is to receive comments from interested persons regarding proposed amendments to the project and finance plans for Reinvestment Zone Number 1 City of Farmersville (the "Zone"), which amendments would (i) expand the scope of the street and roadway projects to be undertaken within the Zone and increase the total estimated costs of such street and roadway projects and (ii) expand the scope of the water improvements to be undertaken with the Zone and increase the total estimated costs of such water improvements.

Following closure of the public hearing, the City Council will consider the adoption of an ordinance that amends the project and finance plans for the Zone.

For additional information, contact the City at 972-784-6093 or in writing at City of Farmersville, 205 S. Main Street, Farmersville, Texas 75442.

Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon the release of 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	December 11, 2018
Attachment(s)	<ul style="list-style-type: none"> 1. Development Agreement 2. Develempment Agreement Release Form
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

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

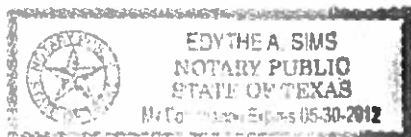
Title: Member and Manager

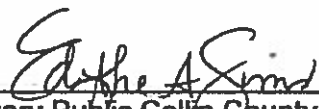
Date Signed: 11/4/11

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.

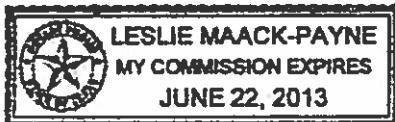



Notary Public Collin County, Texas
My commission expires 5-30-2012

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 III: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 III:I Property Management, L.L.C., is the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, that III to I Property Management-Farmersville MP, LLC, is the general partner of III 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.

AFTER RECORDING, RETURN TO:

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

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

RELEASE OF FACILITIES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated the 14th day of November, 2011, and recorded at Clerk's Document Number 20120120000068480 in the Collin County Land Records on or about the 20th day of January, 2012, the **CITY OF FARMERSVILLE**, a Texas municipal corporation ("City") and **III TO I FARMERSVILLE MP, LP**, a Texas limited partnership (hereinafter called "Developer"), entered into a Facilities Agreement for the purpose of platting and/or developing a tract of land then known as **Farmersville Market Center and Farmersville Market Center II** (the "Facilities Agreement"); and

WHEREAS, all covenants contained in said Facilities Agreement have been satisfied by the Developer and accepted by the City; or, alternatively have been determined to be no longer necessary with respect to **Farmersville Market Center and Farmersville Market Center II**;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does hereby release and discharge, and by these

presents hereby releases and discharges **III TO I FARMERSVILLE MP, LP**, and **Farmersville Market Center and Farmersville Market Center II**, Farmersville, Collin County, Texas, from all liens held by the undersigned by virtue of said Facilities Agreement dated to be effective the 14th day of November, 2011, and recorded as Clerk's Document Number 20120120000068480 in the Collin County Land Records.

TO HAVE AND TO HOLD unto the said **III TO I FARMERSVILLE MP, LP**, its successors and assigns, forever.

EXECUTED to be EFFECTIVE as of the _____ day of _____, 20____.

CITY OF FARMERSVILLE

By: _____
JACK RANDALL RICE
Mayor

ATTEST:

SANDRA GREEN
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

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 he has executed the same on City's behalf.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
Phone: 214-747-6100
Fax: 214-747-6111

Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Final Plat of the Brushy Creek Ranch Addition, Lots 1-4, Block 1.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Application 3. Paperwork granting inclusion in City's ETJ 4. DBI Engineering Letter 5. Plat
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



CITY COUNCIL AGENDA ITEM

SUBJECT: Brushy Creek Ranch Addition

MEETING DATE: December 11, 2018

DEPARTMENT: Planning

CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- A. Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Final Plat of the Brushy Creek Ranch Addition, Lots 1-4, Block 1.

ITEM SUMMARY:

- The City Council previously approved for all the land to be incorporated into the City's ETJ.
- The Planning & Zoning Commission was scheduled for Thursday, November 29, 2018, to make a recommendation to the City Council regarding the Final Plat. The Planning & Zoning Commission approved the Final Plat unanimously.



SUBDIVISION APPLICATION FORM

City of Farmersville, Texas



Please Type or Print Information

This form shall be completed by the Applicant and submitted to the City Secretary's Office along with 6 copies of the respective plat, fees, and all other required information.

In order for a completed package to be considered for a Planning and Zoning Board meeting all application materials will need to be turned into the City staff at least 3 weeks prior. The package will need to be technically complete 6 working days prior to the Planning and Zoning Board meeting.

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.

For a list of fees associated see the City of Farmersville Master Fee Schedule. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.

Exemptions to the platting process are listed in section 1.5 of the Subdivision Ordinance.

Subdivision Ordinance variances/waivers may be granted by following the steps outlined in section 1.10 of the Subdivision Ordinance.

Public infrastructure requirements established by the respective code (example, International Fire Code) and interpreted by the code official may be appealed based on a claim of incorrect interpretation, code applicability, or equivalent methodology. Code requirements cannot be waived.

Place "X" or check mark in appropriate box. All answers must be "Yes" to submit application.

Pre-Application Requirements		
Yes	No	Requirement
	<input checked="" type="checkbox"/>	Attended Pre-Application Conference
<input checked="" type="checkbox"/>		Plat described by metes and bounds
		Plat located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part
<input checked="" type="checkbox"/>		Dimensions of plat and of each street, alley, square, park, or other part of the plat intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part
<input checked="" type="checkbox"/>		Plat is located in Collin County
	<input checked="" type="checkbox"/>	Plat is located in Hunt County
<input checked="" type="checkbox"/>		Plat is located within the City of Farmersville corporate limits or Extra-Territorial Jurisdiction (ETJ) limits

Subdivision Application Form

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Six copies of plat. Dimensions should be 24" X 36".
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	* * Original certified tax certificate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Utility service provider letters
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Proof of land ownership document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Electronic version of plat on CD (.PDF and .DWG)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	** Fees with appropriate retainer as required
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Two copies of engineering plans
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	On-Site Sanitary Sewer Facility (OSSF) certification document
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineer's Summary Report
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development schedule
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development agreement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of covenants, conditions, restrictions, and agreements
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Geotechnical report
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic study
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application letter for proposed street names

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Plat Document Submittal	
<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	Preliminary Plat
<input checked="" type="checkbox"/>	Final Plat
<input type="checkbox"/>	Development Plat
<input type="checkbox"/>	Replat
<input type="checkbox"/>	Amending Plat
<input type="checkbox"/>	Minor Plat
<input type="checkbox"/>	Vacated Plat

Subdivision Application Form

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	STEVEN + KAREN BANDER
Address	PO BOX 149
City	FARMERSVILLE
State	TX
Zip	75442
Work Phone Number	
Facsimile Number	
Mobile Phone Number	214 202 1390
Email Address	
Applicant/Responsible Party Information	
Name	OWNER
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Engineer Information	
Name	N/A
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Surveyor Information	
Name	MATTHEW BUSBY
Address	116 McKENNEY ST
City	FARMERSVILLE
State	TX
Zip	75442
Work Phone Number	
Facsimile Number	
Mobile Phone Number	214 499 8472
Email Address	

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	BRUSHY CREEK RANCH
Total Acreage of Development	53.135 AC.
Physical Location of Property	C.R. 656
Legal Description of Property	SEE PLAT
Number of Lots	4

Place "X" or check mark in appropriate box indicating the form provided for proof of land ownership. Attach document to this submission.

Type of Plat Document Submittal	
<input checked="" type="checkbox"/>	General Warranty Deed
<input type="checkbox"/>	Special Warranty Deed
<input type="checkbox"/>	Title Policy
<input type="checkbox"/>	Other (approved by City Manager):

Place "X" or check mark in appropriate box indicating the current zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning	
<input type="checkbox"/>	A Agricultural District
<input type="checkbox"/>	SF-1 One-Family Dwelling District
<input type="checkbox"/>	SF-2 One-Family Dwelling District
<input type="checkbox"/>	SF-3 One-Family Dwelling District
<input type="checkbox"/>	2F Two-Family Dwelling District
<input type="checkbox"/>	MF-1 Multiple-Family Dwelling District-1
<input type="checkbox"/>	MF-2 Multiple-Family Dwelling District-2
<input type="checkbox"/>	P Parking District
<input type="checkbox"/>	O Office District
<input type="checkbox"/>	NS Neighborhood Service District
<input type="checkbox"/>	GR General Retail District
<input type="checkbox"/>	C Commercial District
<input type="checkbox"/>	HC Highway Commercial
<input type="checkbox"/>	CA Central Area District
<input type="checkbox"/>	I-1 Light Industrial District
<input type="checkbox"/>	I-2 Heavy Industrial District
<input type="checkbox"/>	PD Planned Development District
<input checked="" type="checkbox"/>	Extra-Territorial Jurisdiction

Subdivision Application Form

Place "X" or check mark in appropriate box indicating the proposed zoning districts comprising the land. Depending on the situation more than one box may be indicated. If zoning remains unaffected mark the same as above in the "Current Zoning Districts" table.

Proposed Zoning	
<input type="checkbox"/>	A Agricultural District
<input type="checkbox"/>	SF-1 One-Family Dwelling District
<input type="checkbox"/>	SF-2 One-Family Dwelling District
<input type="checkbox"/>	SF-3 One-Family Dwelling District
<input type="checkbox"/>	2F Two-Family Dwelling District
<input type="checkbox"/>	MF-1 Multiple-Family Dwelling District-1
<input type="checkbox"/>	MF-2 Multiple-Family Dwelling District-2
<input type="checkbox"/>	P Parking District
<input type="checkbox"/>	O Office District
<input type="checkbox"/>	NS Neighborhood Service District
<input type="checkbox"/>	GR General Retail District
<input type="checkbox"/>	C Commercial District
<input type="checkbox"/>	HC Highway Commercial
<input type="checkbox"/>	CA Central Area District
<input type="checkbox"/>	I-1 Light Industrial District
<input type="checkbox"/>	I-2 Heavy Industrial District
<input type="checkbox"/>	PD Planned Development District
<input checked="" type="checkbox"/>	Extra-Territorial Jurisdiction

Place "X" or check mark in appropriate box indicating the proposed use of the land. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
<input checked="" type="checkbox"/>	One Family Detached Dwelling
<input type="checkbox"/>	One Family Attached Dwelling
<input type="checkbox"/>	Zero Lot Line Dwelling
<input type="checkbox"/>	Town Home
<input type="checkbox"/>	Two Family Dwelling
<input type="checkbox"/>	Multiple Family Dwelling
<input type="checkbox"/>	Boarding or Rooming House
<input type="checkbox"/>	Bed and Breakfast Inn
<input type="checkbox"/>	Hotel or Motel
<input type="checkbox"/>	HUD Code Manufactured Home
<input type="checkbox"/>	Industrialized Housing
<input type="checkbox"/>	Mobil Home

Subdivision Application Form

Use of Land and Buildings	
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
	Off Street Parking Incidental to Main Use
	Stable
	Swimming Pool
	Temporary Field Office or Construction Office
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
✓	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Subdivision Application Form

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Subdivision Application Form

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop <input type="checkbox"/> Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

Use of Land and Buildings	
Agricultural Types Uses	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
Commercial Type Uses	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
Industrial Uses	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction

Subdivision Application Form

Indicate the utility provider's name for the property in the space provided.


Utility Providers	
Description of Service	Name
Electrical Service Provider	ONCOR
Water Supplier	CADD0 BASIN
Sewage Disposal	OSSF
Telephone Service	
Cable TV Service	
Gas Service	
Refuse Pick-Up	

The signatures of the owner(s) below indicate intention to follow through with the platting/subdivision process.

<u>Steven O Bander</u> <small>Owner's Signature</small>	<u>Steven G. Bander</u> <small>Owner's Name (Printed)</small>	<u>8/13/18</u> <small>Date</small>
<u>Karen S Bander</u> <small>Co-Owner's Signature</small>	<u>Karen S Bander</u> <small>Co-Owner's Name (Printed)</small>	<u>8/13/18</u> <small>Date</small>
<hr/> <small>Co-Owner's Signature</small>	<hr/> <small>Co-Owner's Name (Printed)</small>	<hr/> <small>Date</small>

City of Farmersville Staff Only

(Applicant, do not mark in spaces below)

Description	Response
Name of City Staff Worker Receiving Application	
Fee Amount	\$1,000. ⁰⁰
Check Number	
Date Received	9-7-18
City Receipt Number	
City Asset Account Number	



2018062900813540 06/29/2018 02:20:51 PM OR 1/11

**CITY OF FARMERSVILLE
ORDINANCE # O-2018-0612-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ACCEPTING LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE; PROVIDING FOR TERMS AND CONDITIONS REGARDING ACCEPTING LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE; PROVIDING FOR THE FILING OF THIS ORDINANCE WITH THE COLLIN COUNTY CLERK AND THE UPDATING OF THE CITY'S OFFICIAL MAP; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") has received a petition ("Petition") dated May 8, 2018, from the owner of certain property ("Property") requesting that the City include the Property within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Petition is attached hereto as Exhibit 1 and incorporated by reference as if set out in its entirety in the body of this Ordinance; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), has reviewed the Petition, along with the condition set forth in the Petition that the City will agree not to annex the Property for a period of five (5) years from the date that the Property is included in the City's ETJ, unless the owner of the Property gives written consent to the City to annex the Property; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to add the Property into the City's ETJ, subject to the condition set forth in the Petition.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. EXPANSION OF EXTRATERRITORIAL JURISDICTION

Pursuant to Texas Local Government Code Section 42.022(b), the City hereby accepts and incorporates the Property, which consists of an approximately 9.448 acre tract of land located in Collin County, Texas, more particularly described in the Collin County Appraisal District property records as Abstract A0448 William Hemphill Survey, Sheet 1, Tract 24, and as shown as metes and bounds in Exhibit A attached to the Petition, into and as part of the City's ETJ effective immediately upon the passage of this Ordinance.

SECTION 3. AGREEMENT NOT TO ANNEX WITHOUT CONSENT

Pursuant to Texas Local Government Code Section 212.172, the City hereby agrees that it will not annex the Property for a period of five (5) years from the date that the Property is included in the City's ETJ, unless the owner of the Property gives written consent to the City to annex the Property.

SECTION 4. FILING WITH THE COUNTY; MAP UPDATE

The City Secretary is hereby directed to file with the County Clerk of Collin County, Texas, a certified copy of this Ordinance, together with a copy of the Petition, as required by Texas Local Government Code Section 212.172. City staff is also directed to update its official map to reflect the expansion of the City's ETJ, as required by Texas Local Government Code Section 41.001(c).

SECTION 5. SEVERABILITY CLAUSE

It is not the intent of the City to include any territory within the City's ETJ over which it has no legal right to include, but to include only such territory as may be legally included within the City's ETJ and as described in the Petition. Should any part of the Property described in the Petition not be subject to the City's power to include said part of the Property within the City's ETJ, the City nevertheless expressly indicates its intent to include those portions of the Property within the City's ETJ for which the City has the legal authority to include. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Royse City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. REPEALER CLAUSE

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

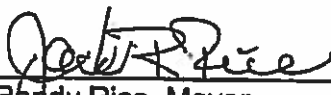
SECTION 7: EFFECTIVE DATE

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

PASSED on first reading and only reading on the 12th day of June, 2018 at a properly noticed meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 12th DAY OF June, 2018.

APPROVED:

BY: 
Randy Rice, Mayor

ATTEST:


Sandra Green, City Secretary



EXHIBIT 1

**PETITION REQUESTING INCLUSION OF LAND INTO
THE CITY OF FARMERSVILLE'S EXTRATERRITORIAL JURISDICTION**

TO THE MAYOR AND CITY COUNCIL OF FARMERSVILLE, TEXAS:

We, Steven G. Bander & Karen Sue Bander, in our capacity as trustees of Equity Trust Company, DBA Sterling Trust, the owners of the real property conveyed to us in the General Warranty Deed recorded on July 8, 2010, in the Collin County Real Property Records as Clerk's Document Number 20100708000699050, a true and correct copy of which is attached hereto as Exhibit A (hereinafter referred to as the "Property"), which land is adjacent to and contiguous to the City of Farmersville's extraterritorial jurisdiction ("Farmersville's ETJ"), hereby submits this unconditional and irrevocable petition requesting, and consenting to, the inclusion of the Property into Farmersville's ETJ, as authorized by Texas Local Government Code Section 42.022(b) provided that the City agrees it will not annex the Property for a period of five (5) years from the date that the Property is included in Farmersville's ETJ, unless I or my successor-in-interest as owner of the Property gives written consent to the City of Farmersville to annex the Property. .

We hereby certify that the Property is contiguous and adjacent to the City of Farmersville, Texas, and that this Petition Requesting Inclusion of Land into the City of Farmersville's Extraterritorial Jurisdiction is signed and duly acknowledged by each and every person having an interest in said land.

Equity Trust Company DBA Sterling Trust

By: Steven G. Bander
Name: Steven G. Bander
Title: Trustee/Property Owner

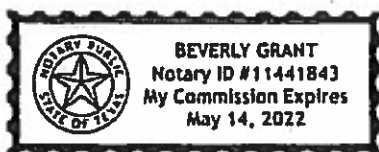
By: Karen S Bander
Name: Karen Sue Bander
Title: Trustee/Property Owner



THE STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned authority, on this day personally appeared Steven G. Bander, in his capacity as trustee of Equity Trust Company DBA Sterling Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of May, 2018.

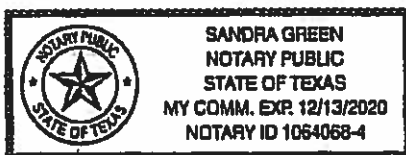


Beverly Grant
Notary Public in and for
Collin County, Texas.

THE STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned authority, on this day personally appeared Karen Sue Bander, in her capacity as trustee of Equity Trust Company DBA Sterling Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of May, 2018.



Sandra Green
Notary Public in and for
12/13/2020 County, Texas.

EXHIBIT A

GENERAL WARRANTY DEED

*Recorded on July 8, 2010, in the
Collin County Real Property Records as Clerk's Document Number 20100708000699050*

10/4/20 AME-ID

20100708000699050 07/08/2010 09:59:06 AM D1 1/5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

General Warranty Deed

Date: July 6, 2010

Grantor: Michael L. Juliano

Grantor's Mailing Address: 1315 Red Oak Circle, Farmersville, Texas 75442

Grantee: Equity Trust Company DBA Sterling Trust fbo Steven G. Bander and Equity Trust Company DBA Sterling Trust fbo Karen Sue Bander

Grantee's Mailing Address: 2368 E. FM 552, Rockwall, Texas 75087

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

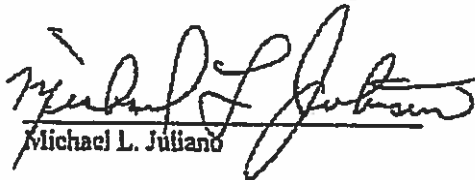
Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements and rights-of-way, all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.



When the context requires, singular nouns and pronouns include the plural.


Michael L. Juliano

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was signed or acknowledged before me on July 16, 2010 by Michael L. Juliano.

(SEAL OF NOTARY)




Notary Public, State of Texas

Prepared by:
Dawn Ench Moore, P.C.
5950 Berkshire Lane, Suite 125
Dallas, Texas 75225
214/373-3500

After recording return to:
Sterling Trust
2368 E. FM 552
Rockwall, Texas 75087



Exhibit "A"

File No.: 1477233-H089 (EWW)

Property: County Road #656, Farmersville, TX 75442

TRACT I:

SITUATED IN COLLIN COUNTY, TEXAS, IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 448 BEING A SURVEY OF PART OF THE 77.648 ACRES, TRACT II AS DESCRIBED IN A DEED FROM DAVID ANDERTON TO BRANDI ANDERTON DATED APRIL 25, 2002, RECORDED IN VOLUME 5156, PAGE 352 OF THE COLLIN COUNTY LAND RECORDS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING AT AN IRON PIN FOUND BESIDE A CORNER POST AT THE SOUTHEAST CORNER OF SAID 77.648 ACRE TRACT AT THE SOUTHWEST CORNER OF THE KIMBERLY KELSEY 26.89 ACRES REF. DOC. CO. 97-0102985 AND IN THE NORTH LINE OF THE FEDERAL HOME LOAN MORTGAGE CORPORATION 15.262 ACRES OF LAND, REF. V. 5890, P. 4298;
THENCE NORTH 89°57'13" WEST, 169.57 FEET WITH THE SOUTH LINE OF SAID 77.648 ACRE TRACT, THE NORTH LINE OF SAID 13.262 ACRE TRACT AND THE NORTH LINE OF THE MATTHEW MOORE 14.796 ACRES, REF. V. 5775, P. 871 TO AN IRON PIN FOUND AT THE SOUTH, SOUTHWEST CORNER OF SAID 77.648 ACRE TRACT AND AT AN ELL CORNER OF SAID 14.796 ACRE TRACT;
THENCE NORTH 0°13'10" WEST, 198.57 FEET WITH A WEST LINE OF SAID 77.648 ACRE TRACT AND AN EAST LINE OF SAID 14.796 ACRE TRACT TO A TRUCK DRIVE SHAFT FOUND AT AN ELL CORNER OF SAID 77.648 ACRE TRACT AND A NORTHEAST CORNER OF SAID 14.796 ACRE TRACT;
THENCE GENERALLY IN A NORTHWESTERLY DIRECTION WITH THE SOUTH LINE OF SAID 77.648 ACRE TRACT, THE NORTH LINE OF SAID 14.796 ACRE TRACT, THE NORTH LINE OF THE TKG SERVICES INC. 34.212 ACRES, REF. V. 4769, P. 2022 AS FOLLOWS:
NORTH 74°59' WEST, 350.07 FEET TO AN IRON PIN FOUND IN A FENCE;
NORTH 69°16'06" WEST, 228.74 FEET WITH A FENCE TO A CORNER POST;
NORTH 8°43'54" EAST, 48.49 FEET WITH A FENCE TO A CORNER POST;
NORTH 61°18'51" WEST, 147.46 FEET WITH A FENCE TO AN IRON PIN FOUND BESIDE A CORNER POST;
NORTH 8°46'04" EAST, 131.21 FEET TO AN IRON PIN FOUND;
NORTH 56°30'52" WEST, 278.56 FEET TO AN IRON PIN FOUND;
SOUTH 82°26'23" WEST, 34.72 FEET WITH THE SOUTH LINE OF SAID 77.648 ACRE TRACT AND WITH SAID NORTH LINE TO A 1/2 INCH IRON PIN SET IN THE CENTER OF A NORTH-SOUTH BRANCH FOR A CORNER;
THENCE NORTHERLY UP THE CENTER OF SAID BRANCH AS FOLLOWS:
NORTH 14°24'03" WEST, 24.49 FEET; NORTH 39°13'29" WEST, 29.4 FEET;
NORTH 47°15'28" WEST, 35.45 FEET; NORTH 9°39'33" WEST, 72.47 FEET;
NORTH 36°41'28" WEST, 45.06 FEET; NORTH 54°26'40" WEST, 59.13 FEET;
NORTH 32°52'22" WEST, 61.47 FEET; NORTH 18°05'53" WEST, 39.81 FEET;
NORTH 58°11'53" WEST, 43.35 FEET; NORTH 37°18'41" WEST, 19.1 FEET;
NORTH 18°20'51" EAST, 12.4 FEET; NORTH 33°30'54" WEST, 12.18 FEET;
NORTH 18°34' WEST, 19.08 FEET; NORTH 81°37'12" WEST, 21.2 FEET;
NORTH 28°47'28" WEST, 16.07 FEET; NORTH 8°42'42" WEST, 54.82 FEET;
NORTH 30°38'49" WEST, 59.77 FEET; NORTH 4°20'23" EAST, 18.31 FEET;
NORTH 28°24'31" WEST, 90.42 FEET, NORTH 0°11'30" WEST, 16.39 FEET;**



NORTH 17°41'21"WEST, 48.11 FEET, NORTH 5°50'20"WEST, 24.65 FEET;
NORTH 31°44'51"WEST, 49.01 FEET; NORTH 19°48'14"WEST, 38.03 FEET;
NORTH 2°05'28"WEST, 17.26 FEET; NORTH 33°48'17"WEST, 80.56 FEET;
NORTH 16°21'10"WEST, 63.47 FEET, NORTH 10°07'48"WEST, 52.1 FEET;
NORTH 16°43'WEST, 44.76 FEET TO A ½ INCH IRON PIN SET IN SAID
BRANCH FOR A CORNER.

THENCE NORTH 44°36'26"EAST, 294.76 FEET TO AN IRON PIN FOUND BESIDE
A CORNER POST AT THE SOUTHWEST CORNER OF THE JERI SNOWDEN 3.67
ACRES, REF. V. 4994, P.890 AND AT AN ELL CORNER OF SAID 77.648 ACRE
TRACT;

THENCE NORTH 89°44'51"EAST, 799.51 FEET WITH THE SOUTH LINE OF SAID
3.67 ACRE TRACT, WITH A NORTH LINE OF SAID 77.648 ACRE TRACT AND
WITH A FENCE TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID
3.67 ACRE TRACT AND AN ELL CORNER OF SAID 77.648 ACRE TRACT;

THENCE NORTH 0°53'29"EAST, 200.02 FEET WITH A WEST LINE OF SAID
77.648 ACRE TRACT, WITH THE EAST LINE OF SAID 3.67 ACRE TRACT AND
WITH A FENCE TO AN IRON PIN FOUND AT A NORTHWEST CORNER OF SAID
77.648 ACRE TRACT, AT THE NORTHEAST CORNER OF SAID 3.67 ACRE TRACT
IN THE SOUTH LINE OF THE JAMES MCCRARY 57.9 ACRES, REF. VOL. 3409,
PG. 796, IN SAID SURVEY LINE AND IN THE CENTER OF COUNTY ROAD NO.
656;

THENCE SOUTH 89°53'03"EAST, 614.6 FEET WITH THE NORTH LINE OF SAID
77.648 ACRE TRACT, THE SOUTH LINE OF SAID 57.9 ACRE TRACT, SAID
SURVEY LINE AND THE CENTER OF SAID COUNTY ROAD TO A ½ INCH IRON
PIN SET AT THE NORTHEAST CORNER OF SAID 77.648 ACRE TRACT, AT THE
NORTHWEST CORNER OF THE RAMOND R. CLINE 10.0 ACRES, REF. VOL. 3000,
PG. 544, IN THE SOUTH LINE OF SAID 57.9 ACRE TRACT, IN SAID SURVEY
LINE AND IN THE CENTER OF SAID COUNTY ROAD;

THENCE SOUTHERLY WITH THE EAST LINE OF SAID 77.648 ACRE TRACT, THE
WEST LINE OF SAID 10.0 ACRE TRACT AND SAID 26.89 ACRE TRACT AND
WITH A FENCE AS FOLLOWS:

SOUTH 0°37'21"WEST, 486.0 FEET; SOUTH 0°45'13"WEST, 688.6 FEET;
SOUTH 0°41'50"WEST, 460.26 FEET; SOUTH 2°05'43"WEST, 427.93 FEET;
SOUTH 2°57'44"WEST, 121.87 FEET TO THE PLACE OF BEGINNING AND
CONTAINING 53.145 ACRES; AND

BEING A PORTION OF BRITTANY'S CREEK, AN ADDITION TO COLLIN COUNTY,
TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2006, PAGE 399,
PLAT RECORDS, COLLIN COUNTY, TEXAS.

TRACT II:

SITUATED IN COLLIN COUNTY, TEXAS, IN THE WILLIAM HEMPHILL SURVEY,
ABSTRACT NO. 448 BEING DESCRIBED AS FOLLOWS:

BEING PART OF THE 24.505 ACRES OF LAND DESCRIBED IN A DEED FROM
BRANDI DAWN ANDERTON TO MICHAEL L. JULIANO DATED AUGUST 16, 2005,
RECORDED IN VOLUME 5984, PAGE 3383 AND PART OF THE 53.145 ACRES OF
LAND DESCRIBED IN A DEED FROM BRANDI DAWN ANDERTON TO MICHAEL
L. JULIANO, DATED AUGUST 5984, PAGE 3377, BOTH DEEDS OF THE COLLIN
COUNTY LAND RECORDS, BEING DESCRIBED BY METES AND BOUNDS AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 OF BRITTANY'S CREEK, A
SUBDIVISION IN COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP/PLAT



THEREOF RECORDED IN VOLUME 2006, PAGE 399, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 53 MINUTES EAST 60.01 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEING IN THE WEST LINE OF A 3.67 ACRE TRACT CONVEYED TO JD D. FOSTER BY DEED RECORDED IN VOLUME 2138, PAGE 758, COLLIN COUNTY LAND RECORDS;

THENCE SOUTH 0 DEGREES 59 MINUTES 21 SECONDS WEST 150.17 FEET TO AN IRON PIN;

THENCE SOUTH 44 DEGREES 36 MINUTES 26 SECONDS WEST, 86.98 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF LOT 21 OF BRITTANY'S CREEK, A SUBDIVISION IN COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP/PLAT THEREOF RECORDED IN VOLUME 2006, PAGE 399, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 0 DEGREES 49 MINUTES 21 SECONDS EAST, 212.22 FEET TO THE PLAT OF BEGINNING.

ALSO KNOWN AS 0.250 ACRE FUTURE EASEMENT/R.O.W. OF BRITTANY'S CREEK, A SUBDIVISION IN COLLIN COUNTY TEXAS, ACCORDING TO THE MAP/PLAT THEREOF RECORDED IN VOLUME 2006, PAGE 399 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/08/2010 09:59:06 AM
\$32.00 DLAIRD
20100708000699050

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/29/2010 02:20:51 PM
\$66.00 TBARNETT
20100629000813540



Stacey Kemp





06 November 2018

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

RE: Brushy Creek Ranch Addition
Final Plat

Mr. White:

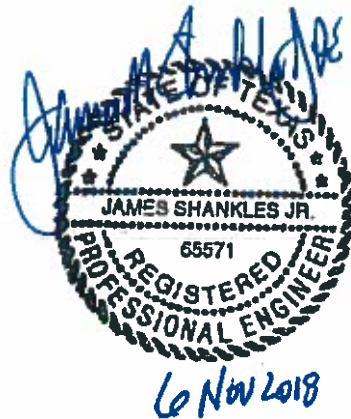
The above referenced plat has been reviewed according to the ordinances of the City of Farmersville. Comments sent to the surveyor have been addressed.

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

Sincerely,

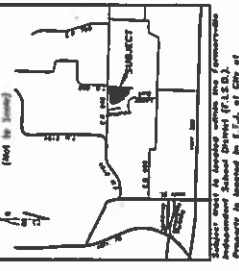
A handwritten signature in blue ink that reads "James M. Shankles, Jr. P.E.".

James M. Shankles, Jr. P.E.

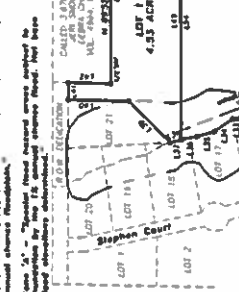


DANIEL & BROWN INC.
118 MCKINNEY STREET | PO BOX 606 | FARMERSVILLE, TEXAS 75442
OFFICE 972-784-7777 | WWW.DBICONCONSULTANTS.COM
FIRM REGISTRATION NO: F-002225

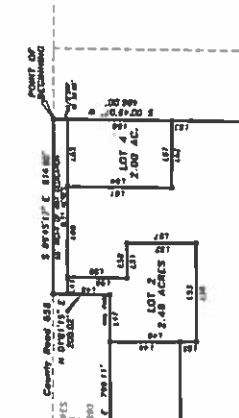
NEIGHBORHOOD MAP



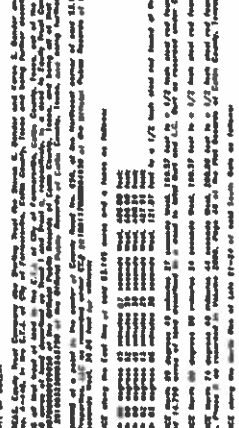
NEIGHBORHOOD MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD MAP

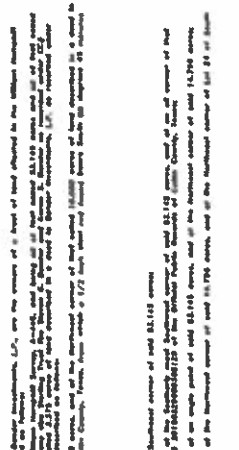
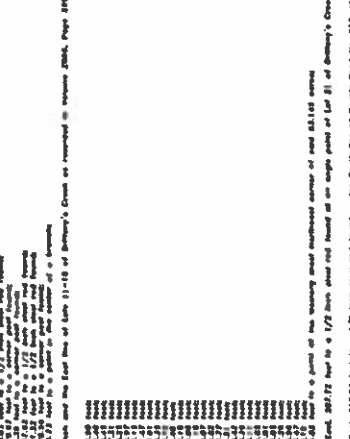
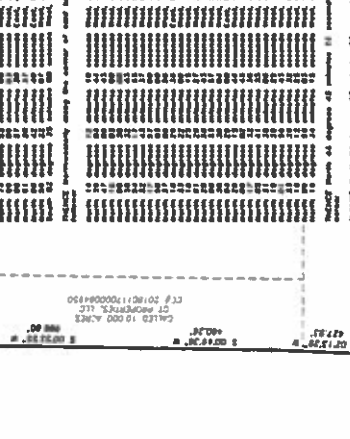
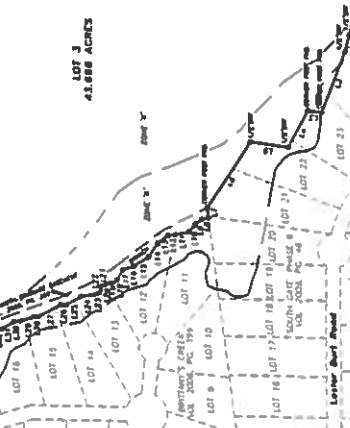


Table with 4 columns: LOT, ACRES, AREA, and COMMENTS. It lists 24 lots with their respective acreages and any specific notes regarding easements or other features.



SWORN TO and signed before me this 1st day of June, 2002, by me, the undersigned, the City Secretary of the City of Farmersville, Texas, in and to the effect that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the City of Farmersville, Texas.

City Secretary
City of Farmersville, Texas

Witness my hand and the seal of the City of Farmersville, Texas, this 1st day of June, 2002.

SWORN TO and signed before me this 1st day of June, 2002, by me, the undersigned, the City Secretary of the City of Farmersville, Texas, in and to the effect that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the City of Farmersville, Texas.

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City Secretary
City of Farmersville, Texas

Witness my hand and the seal of the City of Farmersville, Texas, this 1st day of June, 2002.

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Final Plat of the Islamic Association of Collin County, Lots 1 & 2.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Application 3. DBI Engineering Letter 4. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



CITY COUNCIL AGENDA ITEM

SUBJECT: Islamic Association of Collin County

MEETING DATE: December 11, 2018

DEPARTMENT: Planning

CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- A. Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Final Plat of the Islamic Association of Collin County, Lots 1 & 2.

ITEM SUMMARY:

- The Planning & Zoning Commission and the City Council have previously approved the Preliminary Plat for the IACC.
- The Planning & Zoning Commission was scheduled for Thursday, November 29, 2018, to make a recommendation to the City Council regarding the Final Plat. The Planning & Zoning Commission approved the Final Plat unanimously.



SUBDIVISION APPLICATION FORM

City of Farmersville, Texas

Please Type or Print Information

This form shall be completed by the Applicant and submitted to the City Secretary's Office along with 6 copies of the respective plat, fees, and all other required information.

In order for a completed package to be considered for a Planning and Zoning Board meeting all application materials will need to be turned into the City staff at least 3 weeks prior. The package will need to be technically complete 6 working days prior to the Planning and Zoning Board meeting.

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.

For a list of fees associated see the City of Farmersville Master Fee Schedule. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.

Exemptions to the platting process are listed in section 1.5 of the Subdivision Ordinance.

Subdivision Ordinance variances/waivers may be granted by following the steps outlined in section 1.10 of the Subdivision Ordinance.

Public infrastructure requirements established by the respective code (example, International Fire Code) and interpreted by the code official may be appealed based on a claim of incorrect interpretation, code applicability, or equivalent methodology. Code requirements cannot be waived.

Place "X" or check mark in appropriate box. All answers must be "Yes" to submit application.

Pre-Application Requirements		
Yes	No	Requirement
x		Attended Pre-Application Conference
x		Plat described by metes and bounds
x		Plat located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part
x		Dimensions of plat and of each street, alley, square, park, or other part of the plat intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part
x		Plat is located in Collin County
	x	Plat is located in Hunt County
x		Plat is located within the City of Farmersville corporate limits or Extra-Territorial Jurisdiction (ETJ) limits

Subdivision Application Form

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
x			** Six copies of plat. Dimensions should be 24" X 36".
x			* * Original certified tax certificate
x			** Utility service provider letters
x			** Proof of land ownership document
x			** Electronic version of plat on CD (.PDF and .DWG)
x			** Fees with appropriate retainer as required
x			Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
		x	Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
x			Two copies of engineering plans
x			On-Site Sanitary Sewer Facility (OSSF) certification document
x			Engineer's Summary Report
x			Development schedule
x			Development agreement
x			Copy of covenants, conditions, restrictions, and agreements
x			Geotechnical report
x			Traffic study
		x	Application letter for proposed street names

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Plat Document Submittal	
	Concept Plan
	Preliminary Plat
x	Final Plat
	Development Plat
	Replat
	Amending Plat
	Minor Plat
	Vacated Plat

Subdivision Application Form

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Applicant/Responsible Party Information	
Name	
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Engineer Information	
Name	Dylan Hedrick - Halff Associates
Address	1201 N. Bowser
City	Richardson
State	TX
Zip	75081
Work Phone Number	214-217-6426
Facsimile Number	
Mobile Phone Number	713-677-4999
Email Address	dhedrick@halff.com
Surveyor Information	
Name	Salcedo Group, Inc.
Address	110 SW 2nd Street
City	Grand Prairie
State	TX
Zip	75050
Work Phone Number	214-412-3122
Facsimile Number	214-941-2331
Mobile Phone Number	
Email Address	lsalcedo@salcedogroupinc.com

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	IACC Addition
Total Acreage of Development	34.824 acres
Physical Location of Property	North of CR 557, South of US 380
Legal Description of Property	Lots 1 & 2
Number of Lots	2

Place "X" or check mark in appropriate box indicating the form provided for proof of land ownership. Attach document to this submission.

Type of Plat Document Submittal	
x	General Warranty Deed
	Special Warranty Deed
	Title Policy
	Other (approved by City Manager):

Place "X" or check mark in appropriate box indicating the current zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning	
	A Agricultural District
	SF-1 One-Family Dwelling District
	SF-2 One-Family Dwelling District
	SF-3 One-Family Dwelling District
	2F Two-Family Dwelling District
	MF-1 Multiple-Family Dwelling District-1
	MF-2 Multiple-Family Dwelling District-2
	P Parking District
	O Office District
	NS Neighborhood Service District
	GR General Retail District
	C Commercial District
	HC Highway Commercial
	CA Central Area District
	I-1 Light Industrial District
	I-2 Heavy Industrial District
	PD Planned Development District
x	Extra-Territorial Jurisdiction

Subdivision Application Form

Place "X" or check mark in appropriate box indicating the proposed zoning districts comprising the land. Depending on the situation more than one box may be indicated. If zoning remains unaffected mark the same as above in the "Current Zoning Districts" table.

Proposed Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
	PD	Planned Development District
X		Extra-Territorial Jurisdiction

Place "X" or check mark in appropriate box indicating the proposed use of the land. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
	One Family Detached Dwelling
	One Family Attached Dwelling
	Zero Lot Line Dwelling
	Town Home
	Two Family Dwelling
	Multiple Family Dwelling
	Boarding or Rooming House
	Bed and Breakfast Inn
	Hotel or Motel
	HUD Code Manufactured Home
	Industrialized Housing
	Mobil Home

Subdivision Application Form

Use of Land and Buildings	
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
	Off Street Parking Incidental to Main Use
	Stable
	Swimming Pool
	Temporary Field Office or Construction Office
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Subdivision Application Form

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
x	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Subdivision Application Form

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop <input type="checkbox"/> Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

Subdivision Application Form

Use of Land and Buildings	
Agricultural Types Uses	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
Commercial Type Uses	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
Industrial Uses	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction

Subdivision Application Form

Indicate the utility provider's name for the property in the space provided.

Utility Providers	
Description of Service	Name
Electrical Service Provider	Texas-New Mexico Power
Water Supplier	City of Farmersville
Sewage Disposal	Septic system
Telephone Service	N/A
Cable TV Service	N/A
Gas Service	N/A
Refuse Pick-Up	Private

The signatures of the owner(s) below indicate intention to follow through with the platting/subdivision process.

Owner's Signature

Owner's Name (Printed)

Date

Co-Owner's Signature

Co-Owner's Name (Printed)

Date

Co-Owner's Signature

Co-Owner's Name (Printed)

Date



26 November 2018

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

RE: Islamic Association of Collin County
Final Plat

Mr. White:

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

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

Sincerely,

A handwritten signature in blue ink, reading "James M. Shankles, Jr. P.E.", written in a cursive style.

James M. Shankles, Jr. P.E.



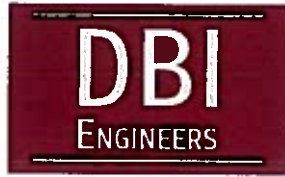
26 Nov 2018

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



SCI
Scleroderma Group, Inc.

Agenda Section	Regular Agenda
Section Number	VII.E
Subject	Consider, discuss and act upon the recommendation and bids from DBI Engineering regarding the Gravity Main Project – U.S. Highway 380 West, Phase 2.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Recommendation Letter 2. 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



December 6, 2018

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

RE: Gravity Main Project – US Highway 380 West Phase 2

Dear Ben & City Council:

Bids were received for the above referenced project at 2:00 P.M. on December 4, 2018. The project includes the construction of the gravity main along US Highway 380 West for Phase 2.

Three (3) bids were received for this project. The lowest bid was submitted by ANA Site Construction LLC, Pilot Point, TX in the amount of \$284,780.00. A bid bond in the amount of 5% was submitted. Addendum #1 was acknowledged.

Our firm has worked with ANA Site Construction LLC on previous projects. We can confirm they have the resources and experience to successfully complete the project.

Daniel & Brown Inc. recommends that the project be awarded to ANA Site Construction LLC, Pilot Point, TX in the amount of \$284,780.00.

Please let me know if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew W. Boley, P.E.".

Matthew W. Boley, P.E.

Enclosures

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

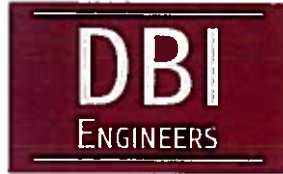
City of Farmersville

Bid Tabulation Form for the Gravity Main Project - US Highway 380 West Phase 2

Bid Date: Tuesday, December 4, 2018 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Ana Site Construction LLC Pilot Point, TX			Reytech Services, LLC Grand Prairie, TX			Interstate Pipeline Utility Construction, LLC Dallas, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 10" SDR 35 PVC gravity main with appurtenances	845	\$56.00	\$47,320.00	845	\$79.90	\$67,515.50	845	\$97.00	\$81,965.00
2	Furnish and install 8" SDR 35 PVC gravity main with appurtenances	1,335	\$41.00	\$54,735.00	1,335	\$62.83	\$83,878.05	1,335	\$67.00	\$89,445.00
3	Furnish and install concrete road bore with 15" SDR 35 PVC casing for 8" gravity main	65	\$205.00	\$13,325.00	65	\$290.12	\$18,857.80	65	\$223.00	\$14,495.00
4	Furnish and install creek crossing with 10" DI carrier pipe for 10" gravity main	100	\$68.00	\$6,800.00	100	\$264.28	\$26,428.00	100	\$211.00	\$21,100.00
5	Furnish and install bore for existing greenhouse	125	\$141.00	\$17,625.00	125	\$240.85	\$30,106.25	125	\$165.00	\$20,625.00
6	Furnish and install open cut and repair of decomposed granite driveway	547	\$9.00	\$4,923.00	547	\$33.47	\$18,308.09	547	\$71.00	\$38,837.00
7	Furnish and install RCP culvert with headwall	60	\$477.00	\$28,620.00	60	\$473.08	\$28,384.80	60	\$790.00	\$47,400.00
8	Furnish and install concrete drive	172	\$66.00	\$11,352.00	172	\$77.66	\$13,357.52	172	\$100.00	\$17,200.00
9	Furnish and install 4' dia. Standard wastewater manhole with manhole cover and penetrations (All depths)	10	\$4,710.00	\$47,100.00	10	\$10,308.83	\$103,088.30	10	\$6,450.00	\$64,500.00
10	Furnish and install 8' dia. Standard wastewater manhole with manhole cover and penetrations (All depths)	1	\$20,105.00	\$20,105.00	1	\$18,891.44	\$18,891.44	1	\$19,560.00	\$19,560.00
11	Remove existing barb wire fence and replace with horse panel fence	1,315	\$25.00	\$32,875.00	1,315	\$49.42	\$64,987.30	1,315	\$46.00	\$60,490.00
	TOTAL OF ALL BID ITEMS (1 THRU 11)			\$284,780.00			\$473,803.05			\$475,617.00
	CALENDAR DAYS	90 / 120			90 / 120			60 / 70		

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Consider, discuss and act upon the recommendation and bids from DBI Engineering regarding the Lift Station Project – U.S. Highway 380 East.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Recommendation Letter 2. 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



December 6, 2018

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

RE: Lift Station Project – US Highway 380 East

Dear Ben & City Council:

Bids were received for the above referenced project at 2:15 P.M. on December 4, 2018. The project includes the construction of a lift station along US Highway 380 East.

Four (4) bids were received for this project. The lowest bid was submitted by Vessels Construction, Sherman, TX in the amount of \$546,557.94. A bid bond in the amount of 5% was submitted. Addendum #1, #2 and #3 were acknowledged.

Our firm has worked with Vessels Construction on many previous projects, including the previous lift station on US 380 W for the City of Farmersville. We can confirm they have the resources and experience to successfully complete the project.

Daniel & Brown Inc. recommends that the project be awarded to Vessels Construction, Sherman, TX in the amount of \$546,557.94.

Please let me know if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew W. Boley, P.E.".

Matthew W. Boley, P.E.

Enclosures
Bid Tabulation

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

City of Farmersville

Bid Tabulation Form for the Lift Station Project - US Highway 380 East

Bid Date: Tuesday, December 4, 2018 @ 2:15 pm

ITEM #	ITEM DESCRIPTION	Vessels Construction Sherman, TX			Pittard Construction Company Allen, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install lift station with electrical, pumping, 8'x7' wet well, 8'x9' valve vault, on site 5' diameter Internal Drop Manhole and SCADA, with appurtenances	1		\$370,266.00	1		\$500,000.00
2	Furnish and install 10" SDR 35 PVC gravity main with fittings and appurtenances	100		\$44.09	100		\$100.00
3	Furnish and install 8" SDR 35 PVC gravity main with fittings and appurtenances	320		\$27.49	320		\$95.00
4	Furnish and install 8" SDR 26 PVC force main with fittings and appurtenances	440		\$25.77	440		\$50.00
5	Furnish and install concrete drive	459		\$85.57	459		\$70.00
6	Furnish and install wrought iron fence with concrete mow strip	134		\$124.85	134		\$150.00
7	Furnish and install 16' double gate with appurtenances	1		\$2,821.00	1		\$5,000.00
8	Furnish and install yard light with appurtenances	3		\$2,555.62	3		\$3,000.00
9	Furnish and install decomposed granite	155		\$48.00	155		\$20.00
10	Furnish and install 5' manhole	1		\$4,019.00	1		\$5,000.00
11	Furnish and install 5' internal drop manhole	2		\$4,494.00	2		\$6,000.00
12	Furnish and install water meter, 1.25" poly line, frost proof yard hydrant with cast steel hose reel and 5/8" commercial hose	1		\$2,397.00	1		\$2,870.00
13	Furnish and install open cut and repair of rock driveway	95		\$3.77	95		\$30.00
14	Furnish and install creek crossing with steel casing	20		\$399.84	20		\$150.00
15	Furnish and install 130 kW back-up generator with automatic transfer switch, associated 3 phase electrical and concrete foundation to serve the lift station	1		\$54,054.00	1		\$40,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 15)			\$546,557.94			\$697,450.00
	CALENDAR DAYS	120 / 150			120 / 150		

City of Farmersville

Bid Tabulation Form for the Lift Station Project - US Highway 380 East

Bid Date: Tuesday, December 4, 2018 @ 2:15 pm

ITEM #	ITEM DESCRIPTION	Rey-Mar Construction Fort Worth, TX			Crescent Constructors, Inc. Plano, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install lift station with electrical, pumping, 8'x7' wet well, 8'x9' valve vault, on site 5' diameter Internal Drop Manhole and SCADA, with appurtenances	1		\$507,000.00	1		\$790,000.00
2	Furnish and install 10" SDR 35 PVC gravity main with fittings and appurtenances	100	\$98.00	\$9,800.00	100	\$200.00	\$20,000.00
3	Furnish and install 8" SDR 35 PVC gravity main with fittings and appurtenances	320	\$61.00	\$19,520.00	320	\$120.00	\$38,400.00
4	Furnish and install 8" SDR 26 PVC force main with fittings and appurtenances	440	\$62.00	\$27,280.00	440	\$100.00	\$44,000.00
5	Furnish and install concrete drive	459	\$158.00	\$72,522.00	459	\$75.00	\$34,425.00
6	Furnish and install wrought iron fence with concrete mow strip	134	\$173.00	\$23,182.00	134	\$225.00	\$30,150.00
7	Furnish and install 16' double gate with appurtenances	1	\$6,200.00	\$6,200.00	1	\$5,000.00	\$5,000.00
8	Furnish and install yard light with appurtenances	3	\$5,600.00	\$16,800.00	3	\$3,500.00	\$10,500.00
9	Furnish and install decomposed granite	155	\$58.00	\$8,990.00	155	\$60.00	\$9,300.00
10	Furnish and install 5' manhole	1	\$17,800.00	\$17,800.00	1	\$10,000.00	\$10,000.00
11	Furnish and install 5' internal drop manhole	2	\$9,000.00	\$18,000.00	2	\$16,000.00	\$32,000.00
12	Furnish and install water meter, 1.25" poly line, frost proof yard hydrant with cast steel hose reel and 5/8" commercial hose	1	\$3,440.00	\$3,440.00	1	\$3,050.00	\$3,050.00
13	Furnish and install open cut and repair of rock driveway	95	\$62.00	\$5,890.00	95	\$65.00	\$6,175.00
14	Furnish and install creek crossing with steel casing	20	\$1,900.00	\$38,000.00	20	\$500.00	\$10,000.00
15	Furnish and install 130 kW back-up generator with automatic transfer switch, associated 3 phase electrical and concrete foundation to serve the lift station	1	\$65,000.00	\$65,000.00	1	\$60,000.00	\$60,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 15)			\$839,424.00			\$1,103,000.00
	CALENDAR DAYS	150 / 180			210 / 240		