



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
March 26, 2019, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed on April 19, 2019 in observance of Good Friday.
 - New City Hall hours will begin on April 22, 2019. Please see notices at City Hall and the website for more information.
 - The Rotary golf tournament will be Tuesday, April 23rd at the Woodbridge Golf Club.

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Financial Report

IV. INFORMATIONAL ITEMS

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

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

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

V. REGULAR AGENDA

- A. Discussion regarding the live streaming of City Council meetings.
- B. Update regarding fuel spill at Main Street and Murchison Street.
- C. Garland Power and Light Presentation regarding future transmission line services and related substation requirements.
- D. Consider, discuss and act upon an agreement between the City of Farmersville and Oncor to purchase a substation.

- E. Consider, discuss and act upon an agreement between Garland Power and Light and the City of Farmersville regarding maintenance and repair of substation.
- F. Update from Kimley-Horn on the wastewater treatment plants.
- G. Discussion on allowing a horse drawn carriage vendor to be established in the city.
- H. Consider, discuss and act upon Resolution #R-2019-0326-001 regarding the Chamber of Commerce Yards of Yard Sales.
- I. Consider, discuss and act upon a Third Amended and Restated Development Agreement between the City of Farmersville and Listocon Group, LLC (Reliable Concrete).
- J. Consider, discuss and act upon a Development Agreement with the City of Farmersville and Farmersville Plant, LLC (Nelson Brothers Ready Mix).
- K. Discussion of the the disclosure of prior utility costs and usage to renters.
- L. Update regarding the restriping of downtown parking areas, street improvements and street lights at Dura Edge, Welch Drive and J.W. Spain.

VI. EXECUTIVE SESSION

- A. Discussion of Matters Permitted by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
 - 1. Consultation with City Attorney regarding an insurance claim for Mont Hendricks regarding sewer system back-up.
 - 2. Consultation with City Attorney regarding pending or contemplated litigation and settlement offer with United States Department of Justice.

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

- A. Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
 - 1. Insurance claim and settlement regarding sewer system back-up for Mont Hendricks.
 - 2. Pending or contemplated litigation and settlement offer with United States Department of Justice.

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. ADJOURNMENT

Dated this the 22nd day of March, 2019.



Jack Randall Rice, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted March 22, 2019 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



I. Preliminary Matters

March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Farmers & Fleas 9:00 am
3	4	5	6	7 City Amenities Board Meeting 4:15 pm	8	9
10	11 Main Street Meeting 4:30 pm (Cancelled) FCDC (4B) Meeting 6:00 pm	12 City Council Meeting 6:00 pm	13	14	15	16
17	18 P&Z Meeting 6:30 pm	19	20	21 FEDC (4A) Meeting 6:30 pm	22	23
24	25 School Board Meeting 7:00 pm	26 Municipal Court 9:00 a.m. City Council Meeting 6:00 pm	27	28 Building & Property Standards Meeting 6:00pm	29	30 Chamber of Commerce Annual Banquet
31						

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6 Farmers & Fleas 9:00 am
7	8 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	9 City Council Meeting 6:00 pm	10	11	12	13 Taste of Farmersville
14	15 P&Z Meeting 6:30 pm	16	17	18 FEDC (4A) Meeting 6:30 pm	19 City Offices Closed – Good Friday	20
21	22 School Board Meeting 7:00 pm Early Voting (8-5) City Hall New Hours Begin	23 City Council Meeting 6:00 pm Early Voting (8-5)	24 Early Voting (8-5)	25 Early Voting (8-5)	26 Early Voting (8-5)	27 Early Voting (8-5)
28	29 Early Voting (7-7)	30 Municipal Court 9:00 a.m. Early Voting (7-7)				

May 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
				City Amenities Board Meeting 4:15 pm		Farmers & Fleas 9:00 am Election Day Cinco de Mayo
5	6	7	8	9	10	11
						Fire Department Annual Fish Fry
12	13	14	15	16	17	18
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm		FEDC (4A) Meeting 6:30 pm		City-Wide Clean Up Day
19	20	21	22	23	24	25
	P&Z Meeting 6:30 pm	Municipal Court 9:00 a.m.				
26	27	28	29	30	31	
	School Board Meeting 7:00 pm City Offices Closed – Memorial Day	City Council Meeting 6:00 pm				

June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
						Farmers & Fleas 9:00 am Yards of Yard Sales Summer Car Show
2	3	4	5	6	7	8
				City Amenities Board Meeting 4:15 pm		
9	10	11	12	13	14	15
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm				
16	17	18	19	20	21	22
	P&Z Meeting 6:30 pm	Municipal Court 9:00 a.m.		FEDC (4A) Meeting 6:30 pm		Audie Murphy Day
23	24	25	26	27	28	29
		City Council Meeting 6:00 pm				
30						

July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6 Farmers & Fleas 9:00 am
				City Offices Closed – Independence Day Sparks of Freedom		
7	8	9	10	11	12	13
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm		City Amenities Board Meeting 4:15 pm (Moved due to Holiday)		
14	15	16	17	18	19	20
	P&Z Meeting 6:30 pm			FEDC (4A) Meeting 6:30 pm		
21	22	23	24	25	26	27
		City Council Meeting 6:00 pm				
28	29	30	31			
		Municipal Court 9:00 a.m.				

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 Farmers & Fleas 9:00 am
4	5	6	7	8	9	10
11	12	13	14	15	16	17
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm		FEDC (4A) Meeting 6:30 pm		
18	19	20	21	22	23	24
	P&Z Meeting 6:30 pm					Chamber of Commerce Casino Night Bug Tussle Car Trek
25	26	27	28	29	30	31
		Municipal Court 9:00 a.m. City Council Meeting 6:00 pm				

September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Offices Closed – Labor Day	3	4	5 City Amenities Board Meeting 4:15 pm	6	7 Farmers & Fleas 9:00 am
8	9 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	10 City Council Meeting 6:00 pm	11	12	13	14
15	16 P&Z Meeting 6:30 pm	17	18	19 FEDC (4A) Meeting 6:30 pm	20	21
22	23	24 Municipal Court 9:00 a.m. City Council Meeting 6:00 pm	25	26	27	28
29	30					

NEW CITY HALL HOURS

To better serve our citizens
the new City Hall hours will begin on
Monday, April 22, 2019

The new hours will be:

Monday	7:30 am – 5:30 pm
Tuesday	7:30 am – 5:30 pm
Wednesday	7:30 am – 5:30 pm
Thursday	7:30 am – 5:30 pm
Friday	7:30 am – 11:30 am

All Emergency Services will still be available 24 hours a day, seven days a week.

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	NA

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
March 12, 2019, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Michael Hesse, Mike Hurst and Todd Rolan were all present. Donny Mason was not in attendance. City staff members Ben White, Sandra Green, Daphne Hamlin, Paula Jackson, Kim Morris, Rick Ranspot, Mike Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Tony Linton from the Blue Ridge Church of Christ, followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - The Rotary golf tournament will be Tuesday, April 23rd at the Woodbridge Golf Club.
 - Mayor Rice announced some of the upcoming events off the calendar.

II. PUBLIC COMMENT

- Nadine Winterrowd, who resides at 17250 County Road 656, addressed Council and stated the Fire Marshal and TxDOT had both told her they have not heard from Mr. Mosely for over one year and he had not received any approval from them. She called the Katy Trail and they have no RV access off of their trail. She was opposed to him receiving access to the Chaparral Trail and she stated that she hoped the City Council would deny his request.

III. CONSENT AGENDA

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

- Mayor Rice wanted to pull the City Manager's Report.
 - Motion to approve reports A-H made by Todd Rolen
 - 2nd to approve was Michael Hesse
 - All council members voted in favor
- Mayor Rice asked Ben White about the status of Reliable Concrete.
- Ben White stated that Reliable had not been issued a permit by the county up to this point. He explained they were in the process of obtaining a performance bond and the City would not move on the water line until the performance bond was established. He reminded the Council it was a TIRZ funded water line. He stated the City Attorney was currently working on the Caddo Basin SUD Agreement.
- Mayor Rice also asked about Martin Marietta.
- Ben White stated he would have a meeting with them tomorrow, but he had not heard from them since December. He explained they had applied for a TCEQ permit for air quality.
- Mayor Rice asked if the figures shown regarding house sold in Camden were the latest numbers available.
- Ben White stated yes.
- Mike Hurst asked if the Caddo Basin Agreement was the same one for Shinn Circle.
- Ben White stated the City would be getting the ability to service the area and Caddo Basin wanted us to take over the area.
- Mike Hurst asked about the status of the Palladium sewer line.
- Ben White stated the City was in the process of obtaining the easements from the properties where the sewer line would go.
- Mike Hurst asked about interviews for the Main Street Manager position.
- Ben White stated he had conducted two interviews and the staff would interview them next.

- Motion to approve the City Manager's Report made by Craig Overstreet
- 2nd to approve was Mike Hurst
- All council members voted in favor

IV. INFORMATIONAL ITEMS

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

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

- A. City Amenities Board
 - 1. Possible Council Liaison Report
 - Todd Rolen stated they discussed getting the Music in the Park set up and Rambler Park.
- B. Farmersville Community Development Board (Type B)
 - 1. Financials
 - 2. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Minutes
 - 2. Financials
 - 3. Possible Council Liaison Report
- D. Main Street Board
 - 1. Possible Council Liaison Report

E. Planning & Zoning Commission
1. Possible Council Liaison Report

V. **REGULAR AGENDA**

- A. Consider, discuss and act upon third party inspections services.
- Ben White stated staff went out and gathered information on Building Inspector jobs. He explained to hire someone it would be approximately \$80,000.00 with all benefits. He stated to date, the City has accumulated \$84,000 in costs for this year. He indicated by the end of the fiscal year the projected cost would be \$200,000. He continued with a Power Point and described the process that was taken to receive a permit. He explained that most permit documentation was physically sent to Bureau Veritas so they could have the plans on hand. Bureau Veritas approves them and returns them to the City. Once we receive the approved plans, the customer pays for and picks up the permit. He explained inspections are called in when they were needed. He indicated the typical cycle time to receive the permit was less than 5 days. He stated the typical cycle time for the overall building process takes approximately 50 days, but has a lot of variations. He said the plans for Palladium were reviewed in three days. DR Horton homes are running three to four months from permitting to building final.
 - Mike Hurst stated the City would need an inspector with all the traits necessary to do the job. He stated the City needed to keep the information close so that it could be brought up in next year's budget.
 - Craig Overstreet asked about customer complaints and if any had been received.
 - Ben White stated that level loading was his concern. He explained if the homes slow down there would be little work for him or her to do. One of the things Bureau Veritas brings is extra people to review plans if needed. He stated that he and Chief Sullivan had spoken about letting them do Code Enforcement when the building was slow.
 - Mayor Rice asked if permit fees were covering the entire costs of using Bureau Veritas.
 - Daphne Hamlin stated she pulled the report today and the City had paid Bureau Veritas \$114,000.00 so far this year and that the City was recovering the costs.
 - Ben White stated the City could always hire someone and then use Bureau Veritas when needed for heavy workloads.

- Craig Overstreet asked if the City would obtain comments and thoughts from the builders about their views regarding Bureau Veritas.
 - Paula Jackson explained what she told Mr. Hibbits was required for him to receive a permit. She stated that when applying for a permit Mr. Hibbits had brought her a sketch that did not show anything. She forwarded it to Bureau Veritas and Sam Paschal reviewed and approved the permit and the customer picked it up. It was turned around in approximately 8 days. She and Dave Elkins, Bureau Veritas Inspector, had discussed the project in detail and did not find any fault with the inspector or Bureau Veritas.
 - Craig Overstreet wanted to have some informal discussions with builders and people who have received permits to understand if they have had any issues with Bureau Veritas.
 - Mike Hurst stated he thinks the City will need an inspector sooner than later and if we are spending \$200,000 by the end of the year. He said it would be feasible to have an inspector in house. During slow times there are ways to utilize the employee.
- B. Discussion of the disclosure of prior utility costs and usage to renters.
- Michael Hesse stated he has been on Council since the City brought the electrical system into the city. A former student reached out to him complaining about her utility bill and how expensive it was. He realized it was a rental house and the former student is married with two kids. The high bill is very inconvenient for her to live here he stated. He asked if there was some kind of report that customers could see where they will know how much their bills would be from looking at the property's history.
 - Craig Overstreet stated that would be a privacy issue and the owner should be the one disclosing the information. He explained he had a problem with giving the information out.
 - Alan Lathrom stated it was a question of privacy rights. He said that one problem is that people use different amounts of utilities. He explained it could be possible to request through a Public Information Act request, but staff would have to redact information about anyone who had rented that property. He wanted to check on the Public Information Act request with another attorney in his office before he stated for a fact that it could be done first.
 - Michael Hesse stated his intent was to bring information to the renters. He explained that most of the younger people do not understand efficiency.
 - Ben White stated it would be brought back to the next Council meeting after Alan Lathrom finds out more information.

- C. Consider, discuss and act upon changing City Hall hours to Monday through Thursday 7:30 am to 5:30 pm and on Friday from 7:30 am to 11:30 am.
- Ben White stated in the last few weeks there was a billing cycle and activity went up a little. He stated billing affects the activity. We have only seen one permit request on a Friday. He recommended that we do a pilot program and come back to the council in June.
 - Michael Hesse wanted to know what the City was trying to achieve.
 - Ben White stated it would allow the City to keep the doors open earlier and later Monday – Thursday and it would give the employees a boost to get off earlier on Friday's. He explained we are not the highest paying City and he believes it would create a better environment for the employees.
 - Michael Hesse asked if it would change any of the first responder's hours or availability.
 - Ben White stated that first responders would still be available.
 - Craig Overstreet stated he would like the pilot program to start in 30 days and extend the new hours until August.
 - Todd Rolen asked if some employees could be off on Friday and the other half be off on Monday.
 - Ben White stated it was just simpler to have it the way it was proposed and if people were sick it would be more complicated.
 - Todd Rolen stated he had citizens state that the employees are here for the citizens.
 - Craig Overstreet stated a public hearing was held and no one came and spoke in regards to the time change.
 - Motion to approve a pilot program until August 1st with a 30 day written notice and not to begin on or before April 15th made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor
- D. Consider, discuss and act upon Sugar Hill Adventures regarding possible connection to the Chaparral Trail.
- Ben White explained that some additional information was shared with Council via email after the last meeting regarding the Katy Trail in Missouri and the North East Texas Trail's (NETT) letter.
 - Michael Hesse stated he is not fond of the idea. He likes the trail natural and open in the designated places.
 - Craig Overstreet stated there is no direct benefit to the City because there would be no electric, water or sewer. He also explained they have not received anything from the county approving the use and it appeared that Mr. Mosely had not met with any of his neighbors. He said the project is

on a dangerous curve and recreational vehicles would have a hard time getting on or off the property.

- Mayor Rice stated the only control the City would have is over the platting and the City could not limit his use.
- Ben White stated the trail was inside the city limits and we could put a fence up if we wanted to.
- Mike Hurst stated it is hard to police the trail. He does not see that this would be an advantage to the City of Farmersville.
- Miranda Martin, President of the City Amenities Board, addressed the Council and stated this topic came before the City Amenities Board a year ago. The Amenities Board felt that he should annex in to the City if he was to be granted access to the trail, otherwise no access should be granted.
- Sean Mosely went over a few pages from a Power Point presentation that showed pictures of the trail and stated he would only access the trail from two small points and would not cut out a lot of trees. He stated he would be contributing to Farmersville and giving people a place to stay when they came to Farmersville. He explained it was more of a resort and not an RV park and he would leave the trees between his property and his neighbors. He stated he was going to live on the property along with his manager. He does not want crime because his kids would live on the property. He explained the access points would be limited to the two gates. He explained the County had given preliminary permission to his engineer.
- Mayor Rice wanted to clarify that the City could not prohibit him from entering the trail from his property. The only thing the City could prohibit was improvements from his property line out to the pavement of the trail.
- Alan Lathrom stated it depended on how the City had the trail designed. He explained the City has the ability to control the access.
- Mike Hurst stated he could not tell a lot from the drawings.
- Ben White stated he just needed direction to allow access or not.
 - Motion to table until a development plat is submitted made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

E. Update on silent railroad crossings.

- Ben White stated he had not brought this up and it was on backlog because of the costs involved. He recommended a study be done to determine the best option for the City when the time comes.

VI. EXECUTIVE SESSION

- Mayor Rice read the statement below and stated the Council would go into executive session at 7:30 p.m.
- A. Discussion of Matters Permitted by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
1. Consultation with City Attorney regarding pending or contemplated litigation and settlement offer with United States Department of Justice.

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

- Mayor Rice stated the Council would reconvene from executive session at 8:10 p.m.
- A. Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY:
1. Pending or contemplated litigation and settlement offer with United States Department of Justice.
 - Motion to authorize the City Attorney and Mayor to revise and sign the settlement agreement with the Department of Justice as discussed in executive session made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet wanted the restriping of the downtown and street lights at Dura Edge Way, Welch and J.W. Spain be placed on the agenda.

VIII. ADJOURNMENT

Meeting was adjourned at 8:12 p.m.

APPROVE:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	City Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ <p>No motion, no action</p>

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: March 19, 2019
Subject: February 2019 Budget Report

*New Software for Financial Reporting is available for review on the City website.
www.farmersvilletx.com. Press Transparency button ;> Press OpenGov button ;> Press Click here to launch OpenGov.*

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of February 5/12 months or 41.67% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 41.67% level, and to have 58.33% remaining budget for the remaining of the year.

Presented in this format are: 1) an executive summary describing current budget issues, 2) budgetary comparison schedules of each major operating fund of the city, and 3) a fiscal year to date activity summary for cash and investments.

Executive Summary

The major operating funds that are part of the annual operating budget of the city are the general, water & wastewater, refuse, and electric funds.

General Fund

Total revenues in the general fund are 61.84% collected and total expenses are 34.62%.

Ad Valorem collections currently received is 104.52%. Delinquent Ad Valorem received is 119.95%.

Permits & Inspections total collected 46.56%

Sales Tax current collection rate of 40.19%.

Municipal Court Revenues current collection rate of 30.01%.

Interest Earned 95.32%

Refuse Fund

Total revenues are 41.97% and total expenses are 42.54%.

Water & Wastewater Fund

Total revenues for the Water Fund are 40.78%. Water expenses in Administration are 64.07%. Water Department overall expenditures are 46.31%

Total revenues for the Wastewater Fund are 36.68% Wastewater expenses are 29.92%.

Electric Fund

Total revenues are 36.58%; the expenses are at 41.89%, includes transfers to general fund.

Cash Summary

The cash summary is attached.

SUMMARY OF CASH BALANCES FEBRUARY 2019

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 438,704.86	
Permit Fund			\$ (55,320.65)	
Refuse Fund			\$ 21,273.40	
Water Fund			\$ (854,600.57)	
Wastewater Fund			\$ 1,015,830.25	
Electric Fund			\$ (579,190.96)	
CC Child Safety	\$ 21,448.33			
2012 Bond	\$ 22,369.80			
Waterwaste Bond Fund	\$ -			
Law Enf Training	\$ 1,874.31			
Disbursement Fund	\$ 2,143.33			
Library Donation Fund	\$ 1,624.05			
Court Tech/Sec	\$ 13,833.77			
Civic Ctr/Library Repair	\$ (26,498.35)			
JW Spain Grant	\$ 47,879.48			
Radio Note	\$ 6,082.79			
Chapparral Grant/Safe Route To School/Sewer/Sidewalk/Rike Street	\$ (128,070.93)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
Interest Earned	\$ 904.96			
TOTAL:	\$ 904.96	\$ 98,341.98	\$ (13,303.67)	\$ 85,038.31

Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 983.74	\$ 424,005.77		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 204.84	\$ 111,587.08		
TOTAL:	\$ 1,188.58	\$ 535,592.85		\$ 535,592.85

Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 204.40	\$ 111,371.17		
Water Dev. Board (Texstar 1110)	\$ 2,346.78	\$ 1,004,707.01		
2019 C/O Street (Texstar 0190)	\$ 3,205.29	\$ 1,744,116.74		
Summit Property Sewer Escrow (fmb 231)	\$ 29.00	\$ 16,231.83		
Camden Park Escrow Account(Texstar 1130)	\$ 7.29	\$ 3,961.83		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 2,070.00	\$ 1,126,374.66		
TOTAL:	\$ 7,862.76	\$ 4,006,763.24	\$ -	\$ 4,006,763.24

Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 1,593.81	\$ 866,700.00		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 1,030.01	\$ 561,137.69		
Water/WW Fund (Texpool 00017)(Capital)	\$ 1,178.79	\$ 642,199.53		
Elec. Fund (Texpool 0005) (Operating)	\$ 91.93	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 608.56	\$ 331,552.05		
Elec. Surcharge (Texpool 0015)	\$ 229.75	\$ 125,162.74		
Money Market Acct. (FNB 092)	\$ 74.49		\$ 323,749.70	
TOTAL:	\$ 4,807.34	\$ 2,576,752.01	\$ 323,749.70	\$ 2,900,501.71

Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund	\$ 18,100.17			
TOTAL APPROPRIATED SURPLUS	\$ 18,100.17	\$ -	\$ -	\$ 18,100.17
TOTAL CASH & INVESTMENT ACCOUNTS	\$ 7,235,550.25	\$ 310,446.03	\$ -	\$ 7,545,996.28

SUMMARY OF CASH BALANCES FEBRUARY 2019

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account (Independent Bank 7909)	\$	2.94	\$	70,775.20
FEDC 4A Investment Account (Texpool 0001)	\$	2,197.36	\$	1,197,094.39
FEDC 4A Certificate of Deposit (Independent Bank)	\$	-	\$	250,000.00
TOTAL:	\$	2,200.30	\$	1,517,869.59

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	4.14	\$	115,902.96
FCDC 4B Investment Account (Texpool 0001)	\$	621.67	\$	338,671.12
TOTAL:	\$	625.81	\$	454,574.08

TIRZ Account				
County Tax Deposits (FNB 01276)	\$	776.45	\$	426,769.90
TOTAL:	\$	776.45	\$	426,769.90

Note: Salmon color used to indicate an item dedicated to a specific project or need

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas, 11-2018

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

Daphne Hamlin
Daphne Hamlin, City Investment Officer

07-2017 NCTCOG - Public Funds Inv Act.

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	3,474,184	409,454.06	2,148,419.76	0.00	1,325,764.24	61.84
TOTAL REVENUES	3,474,184	409,454.06	2,148,419.76	0.00	1,325,764.24	61.84
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	850.00	0.00	1,190.00	41.67
CONTRACTS & PROF. SVCS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	250	0.00	991.21	0.00	741.21	396.48
MISCELLANEOUS	12,500	60.00	6,483.02	0.00	6,016.98	51.86
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	15,790	230.00	8,324.23	0.00	7,465.77	52.72
12-ADMINISTRATION						
PERSONNEL SERVICES	321,651	24,714.37	105,983.08	0.00	215,667.92	32.95
CONTRACTS & PROF. SVCS	299,000	49,389.73	202,025.29	0.00	96,974.71	67.57
MAINTENANCE	85,716	4,453.79	38,008.93	674.56	47,032.51	45.13
UTILITIES	22,250	1,961.73	10,092.60	0.00	12,157.40	45.36
SUPPLIES	23,000	91.00	7,977.95	1,910.00	13,112.05	42.99
MISCELLANEOUS	62,500	4,359.82	18,495.33	0.00	44,004.67	29.59
CAPITAL EXPENDITURES	25,000	2,500.00	14,628.21	0.01	10,371.80	58.51
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	839,117	87,470.44	397,211.39	2,584.55	439,321.06	47.64
14-MUNICIPAL COURT						
PERSONNEL SERVICES	155,247	14,782.00	66,089.18	0.00	89,157.82	42.57
CONTRACTS & PROF. SVCS	26,450	1,625.00	8,636.29	0.00	17,813.71	32.65
MAINTENANCE	12,402	350.00	6,266.12	0.00	6,135.88	50.53
UTILITIES	1,740	200.18	764.65	0.00	975.35	43.95
SUPPLIES	7,500	262.37	1,373.24	0.00	6,126.76	18.31
MISCELLANEOUS	9,000	169.79	5,023.64	0.00	3,976.36	55.82
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	212,339	17,389.34	88,153.12	0.00	124,185.88	41.52
15-LIBRARY						
PERSONNEL SERVICES	96,195	9,500.20	38,405.40	0.00	57,789.60	39.92
CONTRACTS & PROF. SVCS	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE	30,175	1,383.00	9,123.24	0.00	21,051.76	30.23
UTILITIES	10,000	1,092.60	4,585.03	0.00	5,414.97	45.85
SUPPLIES	3,650	146.98	744.38	0.00	2,905.62	20.39

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	6,250	0.00	2,991.49	0.00	3,258.51	47.86
CAPITAL EXPENDITURES	15,000	62.94	4,233.68	0.00	10,766.32	28.22
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	161,470	12,185.72	60,083.22	0.00	101,386.78	37.21
16-CIVIC/CENTER						
UTILITIES	15,000	997.93	5,540.81	0.00	9,459.19	36.94
TOTAL 16-CIVIC/CENTER	15,000	997.93	5,540.81	0.00	9,459.19	36.94
21-POLICE DEPT.						
PERSONNEL SERVICES	866,551	88,753.39	358,401.61	0.00	508,149.39	41.36
CONTRACTS & PROF. SVCS	85,504	668.94	41,360.57	0.00	44,143.43	48.37
MISCELLANEOUS	1,000	85.69	187.45	0.00	812.55	18.75
MAINTENANCE	65,822	5,199.90	27,513.01	3,597.40	34,711.59	47.26
UTILITIES	37,500	3,799.15	16,163.02	0.00	21,336.98	43.10
SUPPLIES	51,556	2,812.57	32,718.25	0.00	18,837.75	63.46
MISCELLANEOUS	25,000	787.24	11,086.82	0.00	13,913.18	44.35
CAPITAL EXPENDITURES	0	191.52	42,447.47	6,880.00	49,327.47	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,132,933	101,915.36	529,878.20	10,477.40	592,577.40	47.70
22-FIRE DEPT.						
PERSONNEL SERVICES	209,435	18,920.17	79,726.47	0.00	129,708.53	38.07
CONTRACTS & PROF. SVCS	40,560	7,085.98	15,768.19	0.00	24,791.81	38.88
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	27,175	1,878.46	12,224.58	763.52	14,186.90	47.79
UTILITIES	2,640	271.96	1,081.81	0.00	1,558.19	40.98
SUPPLIES	48,200	1,693.43	27,421.84	583.13	20,195.03	58.10
MISCELLANEOUS	17,500	1,993.50	20,291.15	0.00	2,791.15	115.95
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	346,010	31,843.50	156,514.04	1,346.65	188,149.31	45.62
34-STREET SYSTEM						
PERSONNEL SERVICES	74,411	19,427.88	56,188.04	0.00	18,222.96	75.51
CONTRACTS & PROF. SVCS	8,800	0.00	0.00	0.00	8,800.00	0.00
MISCELLANEOUS	136,900	14,761.73	42,698.26	0.00	94,201.74	31.19
MAINTENANCE	3,500	0.00	0.00	0.00	3,500.00	0.00
UTILITIES	6,350	550.97	2,756.86	0.00	3,593.14	43.42
SUPPLIES	7,000	0.00	2,157.15	0.00	4,842.85	30.82
MISCELLANEOUS	1,500	0.00	0.00	0.00	1,500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	238,461	34,740.58	103,800.31	0.00	134,660.59	43.53
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	95,695	13,715.83	63,942.07	0.00	31,752.93	66.82
CONTRACTS & PROF. SVCS	18,500	0.00	3,417.13	0.00	15,082.87	18.47
MISCELLANEOUS	36,000	99.52	2,839.93	0.00	31,160.07	7.89
MAINTENANCE	6,500	89.82	1,419.50	0.00	5,080.50	21.84
UTILITIES	22,600	2,077.48	8,703.78	0.00	13,896.22	38.51

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	500	138.70	138.70	0.00	361.30	27.74
MISCELLANEOUS	300	0.00	0.00	0.00	300.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	180,095	16,121.35	80,461.11	0.00	99,633.89	44.68
39-PARKS						
PERSONNEL SERVICES	53,055	3,007.27	19,991.06	0.00	33,063.94	37.68
CONTRACTS & PROF. SVCS	39,440	2,150.00	15,552.00	0.00	23,888.00	39.43
MISCELLANEOUS	20,000	346.12	4,166.09	0.00	15,833.91	20.83
MAINTENANCE	16,500	1,001.00	5,325.34	0.00	11,174.66	32.27
UTILITIES	74,400	2,420.41	15,244.99	0.00	59,155.01	20.49
SUPPLIES	4,500	445.05	998.96	0.00	3,501.04	22.20
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	208,395	9,369.85	61,278.44	0.00	147,116.56	29.40
71-DEBT SERVICE						
DEBT SERVICE	142,530	68,237.09	72,009.16	4,114.00	66,406.84	53.41
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	142,530	68,237.09	72,009.16	4,114.00	66,406.84	53.41
TOTAL EXPENDITURES	3,492,140	380,501.16	1,563,254.03	18,522.60	1,910,363.37	45.30
REVENUE OVER/(UNDER) EXPENDITURES	(17,955)	28,952.90	585,165.73 (	18,522.60)	584,599.13)	3,155.73-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	836,288	162,186.64	876,146.87	0.00 (	37,858.87)	104.52
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	37,000	33,111.19	44,382.70	0.00 (	7,382.70)	119.95
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	462,195	47,058.06	185,764.20	0.00	276,430.80	40.19
100.00.5722.000 BEVERAGE TAX	2,600	0.00	1,729.65	0.00	870.35	66.53
100.00.5730.000 FRANCHISE FEES - GARBAGE	32,655	2,706.25	13,591.53	0.00	19,063.47	41.62
100.00.5731.000 FRANCHISE FEES - GAS	28,000	0.00	28,041.30	0.00 (	41.30)	100.15
100.00.5732.000 SKYBEAM	58,320	9,376.66	28,816.66	0.00	29,503.34	49.41
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	5,883.18	0.00	616.82	90.51
100.00.5734.000 FRANCHISE FEES - TELEF.	5,500	206.43	1,303.57	0.00	4,196.43	23.70
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	667.92	4,894.41	0.00	8,105.59	37.65
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	360,817	5,499.75	168,000.48	0.00	192,816.52	46.56
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	200	97.50	97.50	0.00	102.50	48.75
100.00.5742.000 PLANNING & ZONING FEES	10,000	1,300.00	38,066.96	0.00 (	28,066.96)	380.67
100.00.5743.000 FEES (ANIMAL REG)	100	0.00	0.00	0.00	100.00	0.00
100.00.5744.000 PENALTIES	150,000	5,642.23	45,008.67	0.00	104,991.33	30.01
100.00.5745.000 CNTY FIRE RUNS	102,432	0.00	49,970.27	0.00	52,461.73	48.78
100.00.5746.000 ONION SHED RENTAL	1,000	50.00	200.00	0.00	800.00	20.00
100.00.5747.000 COUNTY LIBRARY FUND	15,000	0.00	0.00	0.00	15,000.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	0.00	606.10	0.00 (	606.10)	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,500.74	8,760.33	0.00	7,986.67	52.31
100.00.5759.000 GAMING MACHINE LICENSE	600	0.00	600.00	0.00	0.00	100.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	13,000	2,498.77	12,391.20	0.00	608.80	95.32
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	0.00	4,000.00	0.00	8,000.00	33.33
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	948.84	1,910.61	0.00	5,289.39	26.54
100.00.5769.000 OTHER INCOME	25,000	261.77	6,378.27	0.00	18,621.73	25.51
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	0.00	0.00	0.00	500.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	15,375.00	15,375.00	0.00 (	15,375.00)	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00
100.00.5791.000 4B SUPPORT REVENUE	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	8,629.10	0.00	12,080.90	41.67

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,500.00	0.00	2,100.00	41.67
100.00.5794.000 CIVIC RENT	5,500	250.00	2,918.75	0.00	2,581.25	53.07
100.00.5795.000 4B SALARY	76,004	0.00	0.00	0.00	76,004.00	0.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5940.000 INSURANCE CLAIM REFUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,424,286	118,690.49	593,452.45	0.00	830,833.55	41.67
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS. IN- GEN. FND. SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TRANS. IN-PARK IMP. SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TIRZ TRANSFER OUT	1	0.00	0.00	0.00	256,170.00	0.00
TOTAL 00-REVENUE	3,474,184	409,454.06	2,148,419.76	0.00	1,325,764.24	61.84

TOTAL REVENUE

0.00 1,325,764.24 61.84

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,542,546	112,165.94	629,017.44	0.00	913,528.56	40.78
TOTAL REVENUES	1,542,546	112,165.94	629,017.44	0.00	913,528.56	40.78
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	75,886	14,099.92	56,132.27	0.00	19,753.73	73.97
CONTRACTS & PROF. SVCS	700	0.00	0.00	0.00	700.00	0.00
MAINTENANCE	26,701	510.01	15,753.90	0.00	10,947.10	59.00
UTILITIES	5,750	428.11	2,119.14	0.00	3,630.86	36.85
SUPPLIES	1,500	343.95	1,532.33	0.00	32.33	102.16
MISCELLANEOUS	10,500	1,170.91	2,007.39	0.00	8,492.61	19.12
TOTAL 12-ADMINISTRATION	121,037	16,552.90	77,545.03	0.00	43,491.97	64.07
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	197,166	22,222.98	119,455.75	0.00	77,710.25	60.59
CONTRACTS & PROF. SVCS	109,655	3,558.27	40,927.74	0.00	68,727.26	37.32
MISCELLANEOUS	112,000	12,443.09	49,017.47	70,328.16	7,345.63	106.56
MAINTENANCE	5,500	146.26	2,964.33	0.00	2,535.67	53.90
UTILITIES	29,850	2,412.16	14,393.19	0.00	15,456.81	48.22
SUPPLIES	827,464	68,692.05	277,115.49	0.00	550,348.51	33.49
MISCELLANEOUS	18,000	368.06	11,849.85	0.00	6,150.15	65.83
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.17	50,780.85	0.00	71,093.15	41.67
TOTAL 35-WATER DEPT.	1,421,509	119,999.04	566,504.67	70,328.16	784,676.17	44.80
TOTAL EXPENDITURES	1,542,546	136,551.94	644,049.70	70,328.16	828,168.14	46.31
REVENUE OVER/(UNDER) EXPENDITURES	0	(24,386.00)	(15,032.26)	(70,328.16)	85,360.42	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

700-WATER FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	5,500	360.00	3,335.00	0.00	2,165.00	60.64
700.00.5744.000 PENALTIES	14,000	1,266.21	5,811.29	0.00	8,188.71	41.51
700.00.5745.000 AGREEMENTS AND CONTRACTS	153,391	14,095.36	62,327.72	0.00	91,063.28	40.63
700.00.5746.000 IMPACT FEE	134,310	0.00	97,150.88	0.00	37,159.12	72.33
700.00.5751.000 CITY WATER SALES	1,221,845	95,135.47	453,105.61	0.00	768,739.39	37.08
700.00.5752.000 CHANGE IN UTILITY DEPOSIT	0	0.00	0.00	0.00	0.00	0.00
700.00.5753.000 WATER TAP FEES	6,000	0.00	787.00	0.00	5,213.00	13.12
700.00.5762.000 INTEREST EARNED	7,500	1,308.90	6,499.94	0.00	1,000.06	86.67
700.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,542,546	112,165.94	629,017.44	0.00	913,528.56	40.78
TOTAL REVENUE	1,542,546	112,165.94	629,017.44	0.00	913,528.56	40.78

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,822,408	83,146.50	668,493.53	0.00	1,153,914.47	36.68
TOTAL REVENUES	1,822,408	83,146.50	668,493.53	0.00	1,153,914.47	36.68
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	73,439	2,522.72	10,880.88	0.00	62,558.12	14.82
TOTAL 12-ADMINISTRATION	73,439	2,522.72	10,880.88	0.00	62,558.12	14.82
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	120,815	14,391.52	40,213.19	0.00	80,601.81	33.28
CONTRACTS & PROF. SVCS	23,400	6,511.07	13,262.71	0.00	10,137.29	56.68
MISCELLANEOUS	74,000	2,148.41	20,696.01	0.00	53,303.99	27.97
MAINTENANCE	471,655	31,217.00	180,913.00	0.00	290,742.00	38.36
UTILITIES	13,375	1,514.85	8,546.81	0.00	4,828.19	63.90
SUPPLIES	5,500	445.05	2,641.99	0.00	2,858.01	48.04
MISCELLANEOUS	5,000	0.00	0.00	0.00	5,000.00	0.00
DEBT SERVICE	354,444	0.00	34,761.50	0.00	319,682.50	9.81
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	252,780	21,065.00	105,325.00	0.00	147,455.00	41.67
TOTAL 36-WASTEWATER SYSTEM	1,320,969	77,292.90	406,360.21	0.00	914,608.79	30.76
TOTAL EXPENDITURES	1,394,408	79,815.62	417,241.09	0.00	977,166.91	29.92
REVENUE OVER/(UNDER) EXPENDITURES	428,000	3,330.88	251,252.44	0.00	176,747.56	58.70

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

705-WASTEWATER

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	1,012,617	80,718.81	398,225.94	0.00	614,391.06	39.33
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	1,248.90	6,036.54	0.00	8,963.46	40.24
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	427,848	0.00	258,201.50	0.00	169,646.50	60.35
705.00.5753.000 SEWER TAP FEE	5,000	0.00	0.00	0.00	5,000.00	0.00
705.00.5762.000 INTEREST EARNED	7,500	1,178.79	6,029.55	0.00	1,470.45	80.39
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	354,443	0.00	0.00	0.00	354,443.00	0.00
TOTAL 00-REVENUE	1,822,408	83,146.50	668,493.53	0.00	1,153,914.47	36.68
TOTAL REVENUE	1,822,408	83,146.50	668,493.53	0.00	1,153,914.47	36.68

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,894,361	319,598.79	1,424,730.44	0.00	2,469,630.56	36.58
TOTAL REVENUES	3,894,361	319,598.79	1,424,730.44	0.00	2,469,630.56	36.58
<u>EXPENDITURE SUMMARY</u>						
<u>12-ADMINISTRATION</u>						
PERSONNEL SERVICES	72,770	7,417.46	28,020.26	0.00	44,749.74	38.51
TOTAL 12-ADMINISTRATION	72,770	7,417.46	28,020.26	0.00	44,749.74	38.51
<u>37-ELECTRIC DEPT.</u>						
PERSONNEL SERVICES	462,141	49,312.50	195,504.29	0.00	266,636.71	42.30
CONTRACTS & PROF. SVCS	89,600	7,239.35	57,663.66	0.00	31,936.34	64.36
MISCELLANEOUS	160,000	2,658.63	64,247.58	59.41	95,693.01	40.19
MAINTENANCE	21,433	2,898.72	7,865.50	0.00	13,567.50	36.70
UTILITIES	13,750	1,003.86	4,398.47	0.00	9,351.53	31.99
SUPPLIES	1,829,364	158,381.06	685,241.70	0.00	1,144,122.30	37.46
MISCELLANEOUS	24,868	1,343.23	5,709.86	0.00	19,158.14	22.96
DEBT SERVICE	131,229	131,228.50	131,678.50	0.00	449.50	100.34
CAPITAL EXPENDITURES	150,000	3,520.00	29,536.35	30,056.50	90,407.15	39.73
TRANSFERS	939,206	78,267.16	391,335.80	0.00	547,870.20	41.67
TOTAL 37-ELECTRIC DEPT.	3,821,591	435,853.01	1,573,181.71	30,115.91	2,218,293.38	41.95
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	3,894,361	443,270.47	1,601,201.97	30,115.91	2,263,043.12	41.89
REVENUE OVER/(UNDER) EXPENDITURES	0	(123,671.68)	(176,471.53)	(30,115.91)	206,587.44	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

715-ELECTRIC FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,000	945.00	5,080.00	0.00	1,920.00	72.57
715.00.5744.000 PENALTIES	50,000	4,370.08	18,868.89	0.00	31,131.11	37.74
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,403,861	278,720.07	1,243,449.47	0.00	2,160,411.53	36.53
715.00.5752.000 CHANGE IN ELECTRIC DEPOS	0	0.00	0.00	0.00	0.00	0.00
715.00.5755.000 SURCHARGE	150,000	12,253.85	53,870.92	0.00	96,129.08	35.91
715.00.5757.000 PCA (POWER COST ADJ)	277,000	22,379.55	98,802.53	0.00	178,197.47	35.67
715.00.5762.000 INTEREST	6,500	930.24	4,658.63	0.00	1,841.37	71.67
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5770.000 SALES TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,894,361	319,598.79	1,424,730.44	0.00	2,469,630.56	36.58
TOTAL REVENUE	3,894,361	319,598.79	1,424,730.44	0.00	2,469,630.56	36.58

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	465,266	38,984.36	195,265.10	0.00	270,000.90	41.97
TOTAL REVENUES	465,266	38,984.36	195,265.10	0.00	270,000.90	41.97
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	352,440	31,245.33	150,905.18	0.00	201,534.82	42.82
MISCELLANEOUS	110,426	9,202.16	46,010.80	0.00	64,415.20	41.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,000.00	0.00	1,400.00	41.67
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	465,266	40,647.49	197,915.98	0.00	267,350.02	42.54
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES	465,266	40,647.49	197,915.98	0.00	267,350.02	42.54
REVENUE OVER/(UNDER) EXPENDITURES	0	1,663.13	2,650.88	0.00	2,650.88	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2019

720-REFUSE FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	570.63	2,601.30	0.00	4,898.70	34.68
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	193,448	16,189.70	81,304.09	0.00	112,143.91	42.03
720.00.5752.000 COMMERCIAL TRASH COLLECT	177,851	15,023.98	75,109.91	0.00	102,741.09	42.23
720.00.5755.000 RECYCLE	80,227	6,677.55	33,617.80	0.00	46,609.20	41.90
720.00.5755.001 RECYCLE FRANCHISE FEE	6,240	522.50	2,632.00	0.00	3,608.00	42.18
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	0	0.00	0.00	0.00	0.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	465,266	30,984.36	195,265.10	0.00	270,000.90	41.97
TOTAL REVENUE	465,266	30,984.36	195,265.10	0.00	270,000.90	41.97

IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	IV.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	1. Minutes 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**CITY OF FARMERSVILLE
FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION MINUTES
FEBRUARY 21ST, 2019, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

CALL TO ORDER

The Farmersville EDC met in regular session on February 21st, 2019 at 6:30 p.m. in the City Hall Council Chambers with the following board members present: Robbie Tedford, Diane Piwko, Bob Collins, Jason Lane and Randy Smith. Staff members present were City Accountant Daphne Hamlin and City Manager Ben White.

RECOGNITION OF CITIZENS AND VISITORS

No Visitors

PUBLIC COMMENT

No Comments

CONSIDER, DISCUSS AND ACT UPON FINANCIAL STATEMENTS FOR JANUARY 2019

- o Motion to approve January 2019 Financial statement by Mr. Collins
- o 2nd to approve made by Mrs. Piwko
- o All members voted in favor

CONSIDER, DISCUSS AND ACT UPON FAÇADE GRANT REIMBURSEMENT

- o Motion to approve Façade Grant Reimbursement by Mrs. Piwko
- o 2nd to approve made by Mr. Smith
- o All members voted in favor

CONSIDER, DISCUSS AND ACT UPON COLLIN COLLEGE FOUNDATION SUPPORT

- o Motion to support sound system by Mrs. Piwko
- o 2nd to approve made by Mr. Tedford
- o All members voted in favor

REVIEW CURRENT CITY OF FARMERSVILLE PLANNING AND ZONING ORDINANCE AND MAKE RECOMMENDATIONS FOR IMPROVEMENTS WITH REGARDS TO INDUSTRIAL DEVELOPMENT

- Mr. White reviewed the list of the changes made during last meeting with the EDC Board. This item is going forward to City Council for a recommendation to forward to the Planning and Zoning Commission on March 12 or 26th.
- Mrs. Piwko asked for a copy for review.
- Mr. Lane asked that the summary list forward to all board members along with set date for meeting with City Council.
- Mr. Smith asked what the motivation behind the EDC Board is reviewing these documents.
- Mr. Lane stated we are looking at industrial zone areas limiting industrial development. Mr. Lane said not sure if we should go into commercial and retail. EDC highly related to industrial.
- Mr. White stated we are limited what we can do for commercial and retail.
- Mr. Lane said the comprehensive zoning refresh will need experts to review.
- Mr. White stated funds are set aside in the EDC Budget and Kiley Horn is ready to review. WE are waiting on the Highway 380 decision
- Mr. Smith stated does not see planning and zoning, just wondering if we want to add our input toward commercial and retail, hoping to create jobs and sales tax.
- Mr. Collins stated commercial and retail are demographically driven, when numbers are right business will come.
- Mr. Smith stated thought the review was to make us more competitive with other cities.

CONSIDER, DISCUSS AND ACT UPON ITEMS RELATING TO STREETS AND UTILITIES FOR THE NEW COLLIN COLLEGE CAMPUS AND BUDGET AMENDMENTS

- Mr. White stated he had a couple of meeting with Collin College, TIRZ Board has financed the Collin College Road, currently redoing sewer lines to be able to take on Collin College capacity. Major thing we are discussing now is the electrical distribution line. The thing the College needs today is electrical line. Collin College has spoken with Texas New Mexico, and City Farmersville offers a better rate. Mr. White has met with Dr. Matkin, explained our CCN and what we are able to serve in our area. Mr. White presented slide showing our CCN (see attached). Mr. White stated existing power lines are on the east side. We have existing water and sewer on site. We need electrical radial extension line on east property line. Mr. Collins asked if there are any chances going underground. Mr. White stated that Dr. Matkin wants to keep it beautiful. Future site to provide a loop feed, if distribution line goes down still able to feed from an alternate line source. Mr. White stated the loop feed added 1,800 feet long with

6 transformers. Mr. White presented a budget on cost asking EDC to help with phase one of \$150k. (See attached).

- Mrs. Piwko asked are the Collin College buildings going to be thru a bond issue.
- Mr. Collins stated no plans for build out yet. Currently the board has a 100 million in reserves. Mr. Collins stated a lot depends on next few years on growth here and in Celina.
- Mr. Tedford stated this is what we have been saving our money for. Mr. Tedford asked are we getting the full building or a scaled down building.
- Mr. Collins stated Collin College will have 55k sq. ft.
- Mr. Tedford stated would like to see the building we are suppose to get.
- Mr. Collins stated Celina's building is scaling down from 2 buildings to 1.
- Mr. Smith asked if there was a reduction in the Wylie Campus as well.
- Mr. Collins stated Wylie is fixed.
- Mr. White stated in the future eventually we will have to upgrade electrical substation. 800k in offsite feeder upgrades, as the campus grows. \$1.3 m includes upgrades to substation. It is Oncor's substation today, we have plans to purchase substation @45k. EDC has 210k set aside for substation. Upgrade engineering wise will begin after council approval. Eventually will need a new substation somewhere else. Currently we have a liability we have one transmission line. There is an upgrade plan for the new substation, paid for through revenue bonds.
- Mr. Collins asked on the reliability problem. Mr. White stated run 2 line feeds.
- Mr. White stated Council will be considering long term plans for a new electric substation. Mr. White said we will move old transformer to a new station, it will have scada ability to provide the lineman on how the substation is operating. Future load capability to meet the needs of the entire Collin College campus, upgradable for future loads cost is \$5m. This is a phased in approach and building for the future.
- Mrs. Piwko asked if we will completely disposition or leave substation.
- Mr. White stated we will disposition.
- Mr. Smith asked about the revenues.
- Mr. White stated what we think will happen if we ever have enough revenues to support the General Fund, we can reduce the amount of transfers from the electrical fund system.
- Mr. White stated he needs the \$45k to purchase and requested a 150k amendment to the budget to pay for engineering for new transformer. May be able to pay engineering through pca.
- Mr. Tedford asked for the \$150K partner with the College at 50/50 with loop up to 153k. Mr. Tedford said we are running utility to the College committing 300k, in exchange for the building we were currently supposed to receive.
- Mr. Collins said the building is under contract.
- Mr. Tedford said the original contract we were not liable.
- Mr. White stated it was never in our agreement. But in exchange we want a building.

- Mr. Tedford stated this is one thing we can do for Farmersville, and glad we are in a position to help.
- Mr. Smith asked to note that the EDC Board decided to grant funds to the City rather than issue a loan to the City for the Collin College Electric Project.
- - Motion to spend \$150k with the commitment of a 50/50 split on future project completion of the Collin College loop up to \$153k in exchange for request that the building be 60,000 sq. ft.
 - 2nd to approve made by Mrs. Piwko
 - Members voted, Mr. Smith not in favor, motion passed

RECEIVE UPDATE ON ELECTRICAL SUBSTATION

- Discussed in previous item

RECEIVE UPDATE ON WORKFORCE STUDY

- Mr. White stated he has been in contact with the City of Wylie in regards to the workforce study, and what they have done.
- Mr. Sadderwhite has access to data, and we could manipulate to get information that could be helpful to us (showing population information interline labor market survey, map showing regional commute patterns). This information is available on the City of Wylie website. Interline labor market survey.
- Mr. White stated the objective here is to go to NGTOG workforce and regionalize it to the east side of Lavon. We need to regionalize, the more we get together.
- Mr. White stated the way I'm looking at this issue is to see what is available for our industrial area. Our objective is to find out what is over there. Mr. White started with population with neighboring counties in our region (see attached) NCTOG work force solution.

RECEIVE UPDATE ON TAX FREE ZONE

Table add to next meeting

CONSIDER, DISCUSS AND ACT UPON MEETING MINUTES FOR JANUARY 17TH, 2019

- Motion to accept minutes with changes by Mr. Tedford
- 2nd to approve made by Mr. Collins
- All members voted in favor

CITY MANAGER REPORT

Mr. White stated this item was added so he could talk freely about things we need to discuss, Martin Marietta is in a holding pattern, no contact since December. There are major concerns regarding dust issues, since then employer discussed with Martin Marietta his concerns a line of communication has opened up. Ongoing negotiations. Tommy and I continue discussion with KSC Trans model in this region would be successful. Continued discussion with KSC. New sewer line for Palladium, opens up

north side of highway 380, Highway 380 discussion delayed until May, Reliable still proceeding. Attended Dallas Chamber of Commerce presented slide (see attached) Legislation Session 2.5 % cap on taxes

REQUESTS TO BE PLACED ON FUTURE AGENDAS

Tax Free Zone

Update on bids Collin parkway

Update Collin College

Update on Batch Plants

ADJOURNMENT

Meeting was adjourned at 8:22 p.m.

ATTEST:



Diane C. Piwko, Secretary

APPROVE:



Jason Lane, Chairman



**OFFICE OF THE
GOVERNOR**



**The Texas Economic
Development and
Tourism Office**

gov.texas.gov/business

**TEXAS BUSINESS & COMMUNITY
DEVELOPMENT
DFW/MARKETING TEAM MEETING
February 8, 2019**



AWARDS & ACCOLADES



Texas ranked as the No. 1 State for Business for the 14th consecutive year



Recipient of Site Selection Governor's Cup in 2017 for the 6th year in a row



CNBC named Texas 2018's Top State for Business in America



WalletHub named Texas the 2018 Best State to Start a Business in the nation



Texas received Area Development Magazine's 2018 Gold Shovel Award



Texas secured five No. 1 rankings on Business Facilities' 2018 State Rankings Report



WHY TEXAS?



With no corporate income tax and no individual income tax, Texas has one of the lowest tax burdens in the country.



In 2017, Texas was the nation's top exporter for the 16th year in a row with exports valued at \$264 billion.



Texas is the 10th largest economy in the world (if it were a country) based on GDP, ahead of Australia, Mexico, South Korea and Russia.



Texas is one of the nation's leaders in job growth, adding more than 391,800 jobs from January 2018 to December 2018.



13.8 MILLION

Texas has the second largest civilian workforce in America - 13.8 million industrious people.



Texas ranks No.1 in the nation for foreign and domestic investment, based on number of jobs.



OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM

The Governors' Office of Economic Development & Tourism

The Governor's Office of Economic Development and Tourism (EDT) promotes the State of Texas as a leading global business climate and premier travel destination.



Business &
Community
Development



Texas
Workforce
Investment
Council



Travel
Texas



Texas Music
Office



Texas Film
Commission



The
Governor's
Commission
for Women



Texas Military
Preparedness
Commission



LEGISLATIVE MANDATE FOR ECONOMIC DEVELOPMENT IN TEXAS

Legislative code dictates that the state works with stakeholders to market Texas as the premier location for business and travel.

EDT assists businesses in creating new jobs and investing capital in the state by facilitating location and expansion of domestic and international business and promoting and assisting business and community economic development programs.

EDT provides export assistance, research and information to Texas companies.

EDT establishes strategy for economic development growth (including cluster development).

Court Code: Title 4, Subtitle F
Chapter 481 TED & Tourism Office (sec. 481.022)



OFFICE OF THE GOVERNOR BUSINESS & ECONOMIC DEVELOPMENT

The Governor's Office of Economic Development and Tourism (EDT) promotes the State of Texas as a leading global business climate and premier travel destination. Business & Community Development focuses on domestic and international business recruitment, expansion and retention, with the goal of creating jobs and enhancing opportunities for the Texas business community.

BUSINESS & COMMUNITY ASSISTANCE SERVICES

Project coordination

- Business recruitment/expansion
- Site selection/lead distribution
- State incentives & financing programs

Finance Team

- Review of financial program applications
- Contracting of financial programs
- Compliance for financial programs

Business assistance

- Permit assistance
- Trade & export promotion
- Industry research & analysis
- Small business advocacy



COMMUNITY RELATIONS

The Community Relations Division serves as the direct extension of the Governor's Office, representing the agency in the five regions of Texas. The Division is a link between the agency and the communities, providing direct means of communication and engagement to the state.

Community Relations Representatives assist communities with building economic development capacity. The team organizes economic development workshops, business retention and expansion programs, community engagement visits, and provides the local economic development stakeholders with updates on state programs and resources.

Representatives:

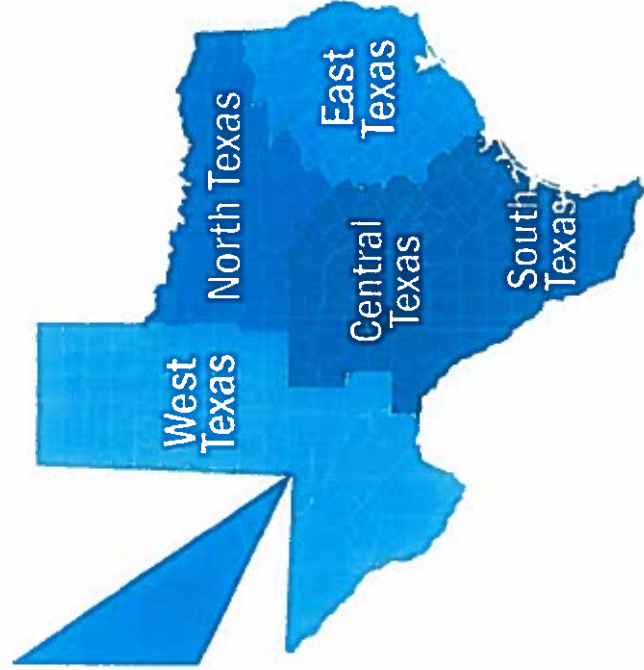
West - Chandra Eggemeyer

North - Janie Havel

Central - Lindsay Dennis

East - Betty Russo

South - Priscilla Duran



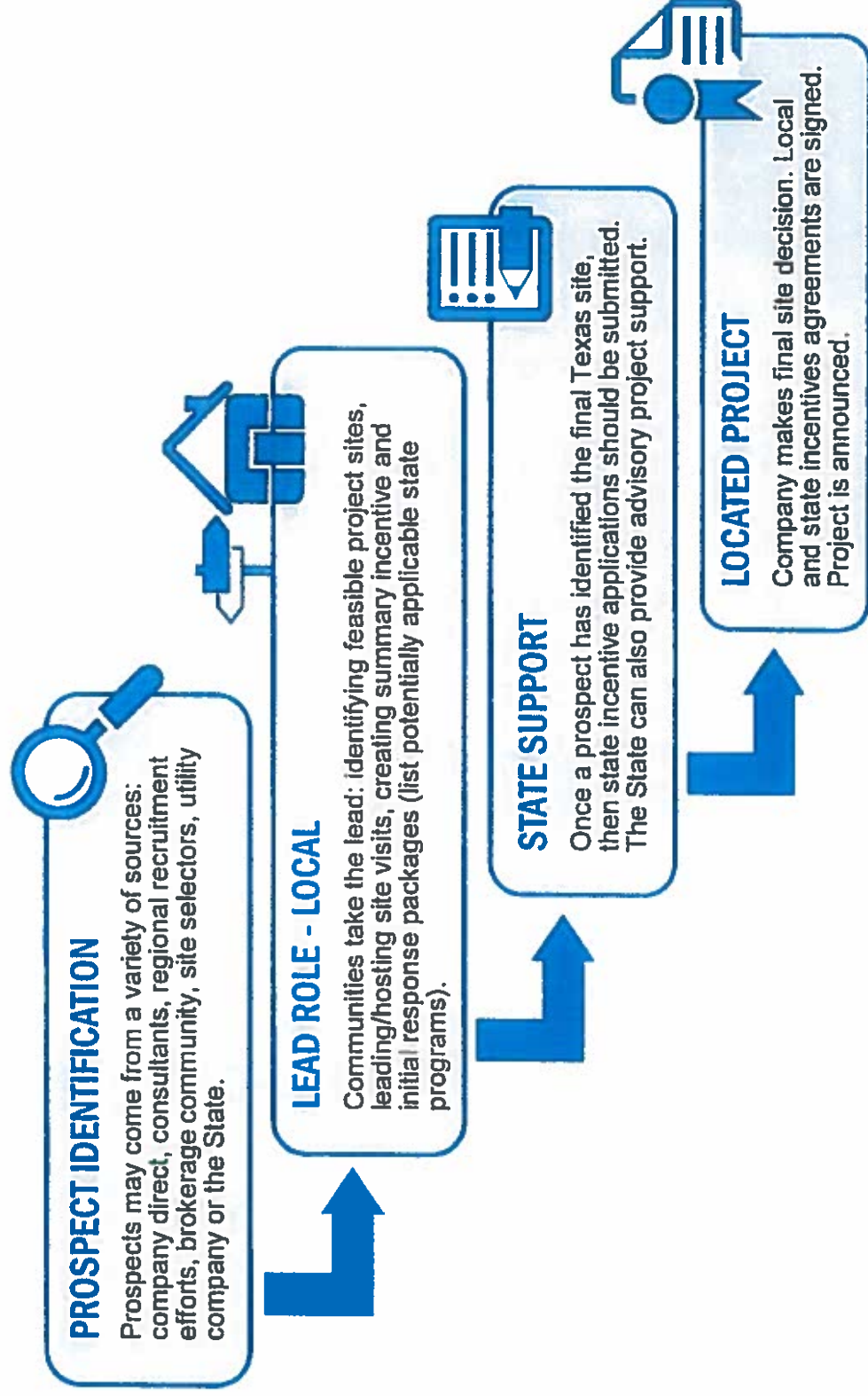
585

ENGAGEMENTS IN THE
COMMUNITY IN 2018



TEXAS ECONOMIC DEVELOPMENT MODEL

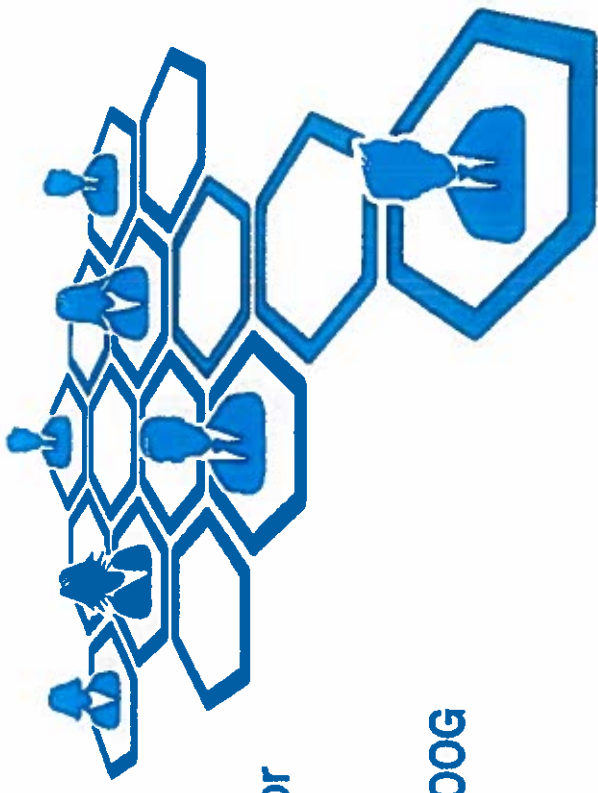
The State's economic development model provides decentralized and local control to Economic Development Organizations (EDO).





LEAD SOURCES

- Company or Consultant provides OOG with:
 - Specific community(ies)
 - Specific region
 - No specific area defined
- Company or Consultant contacts regional or community EDO directly
- U.S. or foreign trade department contacts OOG with project scope & geographic targets
- Community EDO
- Work with Project Coordination Team to:
 - Scope activity & how to represent potential state involvement





LEAD/RFI EXAMPLE

TO: West Texas & Upper Rio Grande Regions
SUBJECT: Prospect Lead—EDT—Project XXXXX

OVERVIEW:

The Office of the Governor has been contacted by a company that manufactures natural, edible coatings and films for confections, pharmaceuticals, vitamins, health supplements, and various food products. Approximately 90% of the company's finished product is shipped via truck.

The company is seeking an existing 15,000 to 20,000 square foot building to manufacture food-grade coatings. Texas is one of several southern states being considered.

Approximately 50 - 60 operators and technicians will be employed at the proposed operation. The company anticipates spending approximately \$5 million in machinery and equipment. The real estate costs are to be determined.

DEADLINE & SUBMISSION:

****QUICK TURN-AROUND****

All submittals must be done on-line and received by the consulting firm before 5:00 PM Friday September 2, 2018.

To: consultant@xyz.com

Cc: project.coordinator@gov.texas.gov

KEY CRITERIA:

Key criteria summarized

- Preferred site area: 150 acres, regular/rectangular in shape, and free of any obstacles to development in the core area of the site
- Road access: no more than 10 miles driving distance to an Interstate or other 4-lane limited access highway
- Rail access: no more than 50 miles from an established intermodal station (highway-rail)
- Airport Access: no more than 100 miles from a commercial airport providing daily direct flights to at least one hub airport in the US

ADDITIONAL CONSIDERATIONS:

- Please inform EDT if you submit a response but there is no need to provide a copy unless later requested.



LEAD/RFI EXAMPLE

INSTRUCTIONS:

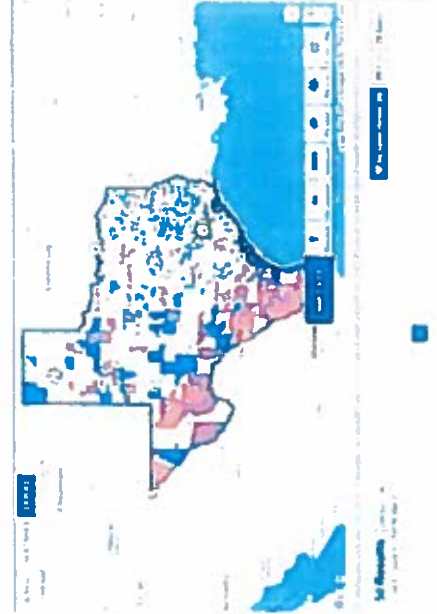
Please remove yourself from consideration if your site is not located in one of the listed counties or does not meet the criteria. Leads are disseminated regionally and EDT will only accept responses submitted via approved EDO's. Whenever leads are disseminated to select regions, it is always at the request of the client. Sites located outside the State of Texas will not be accepted.

Because rail service is included as key criteria, please provide a copy of your community response to the appropriate rail representative only. This will allow the rail carriers to manage their business accordingly.

The entire local response, excluding the completed multi-site summary spreadsheet if requested, should be consolidated into a single attachment no larger than 5MB. A single zip file or PDF works well. The multi-site summary spreadsheet, if requested, should be included as a separate non-PDF attachment. Please do not modify the format or incorporate it into your community response. It is for EDT use only.

Unless otherwise noted please direct all inquiries to:

XXX XXXXX
Project Development Coordinator
Office of the Governor – Economic Development and Tourism
221 East 11th Street
4th Floor
P.O. Box 12428
Austin, TX 78711
512.936.XXXX
xxx@gov.texas.gov
www.governor.state.tx.us/divisions/ecodev





INCENTIVES & FINANCING

GRANTS

- Texas Enterprise Fund (TEF)
- Skills Development Fund
- Self-Sufficiency Fund
- Governor's University Research Initiative (GURI)
- Texas Capital Fund Infrastructure Development and Real Estate Programs (INFRA/RE)
- Cancer Prevention & Research General Obligation Bonds
- The Defense Economic Adjustment Assistance Grant Program (DEAAG)

COMMUNITY INCENTIVES

- Local funding to business-related infrastructure and recruitment, equipment, land and economic development purposes.
- Property tax abatements
- Permitting fee waivers
- Local cash grants

FINANCING

- The Texas Product Development and Small Business Incubator Fund (PDSBI)
- The Texas Leverage Fund (TLF)
- The State of Texas Industrial Revenue Bond Program (IRB)
- The Texas Military Value Revolving Loan Fund (TMVRLF)
- Certified Capital Company (CAPCO)
- The Capital Access Program

TAX INCENTIVES

- Texas Enterprise Zone Program
- Manufacturing Exemptions
- Value Limitation and Tax Credits (Texas Economic Development Act)
- Freeport Exemptions
- Pollution Control Equipment Incentive
- Renewable Energy Incentives
- Defense Economic Readjustment Zone Program
- Research & Development Tax Credit
- Data Center Tax Incentives
- Business Relocation Tax Deduction



*In 2017, the 85th
Legislature fully
funded the Texas
Enterprise Fund.*

SINCE 2004

\$608 MILLION
IN TEF FUNDS AWARDED TO
162 COMPANIES

94,200 JOBS
AND MORE THAN
\$27 BILLION
IN CAPITAL INVESTMENT

TEXAS ENTERPRISE FUND (TEF)

TEF is one of the largest deal-closing funds of its kind and continues to generate significant job creation and capital investment in Texas.

TEF is a performance-based cash grant for projects where a single Texas site is competing with another viable out-of-state option.

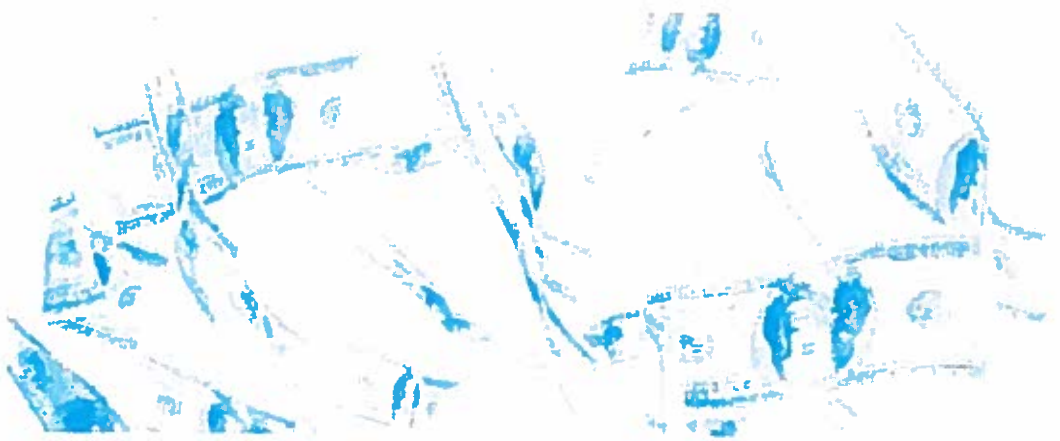
COMPANY	NEW JOBS	CAPITAL INVESTMENT	TEF OFFER
NTT Data, Inc. (HQ)	6,377	\$28,800,000	\$7,499,352
Cognizant Technology Solutions	1,090	\$8,452,000	\$2,105,880
Charles Schwab & Co., Inc.	1,200	-\$100,000,000	\$5,000,000
McKesson Corp.	975	\$157,000,000	\$9,750,000
Merck & Co., Inc.	800	\$24,000,000	\$6,000,000
Kubota Tractor Corp. (HQ)	344	\$57,000,000	\$3,800,000
Huifu, LLC	214	\$13,880,000	\$1,284,000
Ryder Integrated Logistics, Inc.	205	\$5,266,000	\$1,050,000
W.W. Grainger, Inc.	178	\$3,900,000	\$908,910
PGA of America (HQ)	150	\$30,000,000	\$1,500,000
Jacobs Engineering Group, Inc. (HQ)	111	\$4,000,000	\$1,238,760
CORE West, Inc.	97	\$4,000,000	\$970,000

*Sampling of TEF awards under the Abbott administration



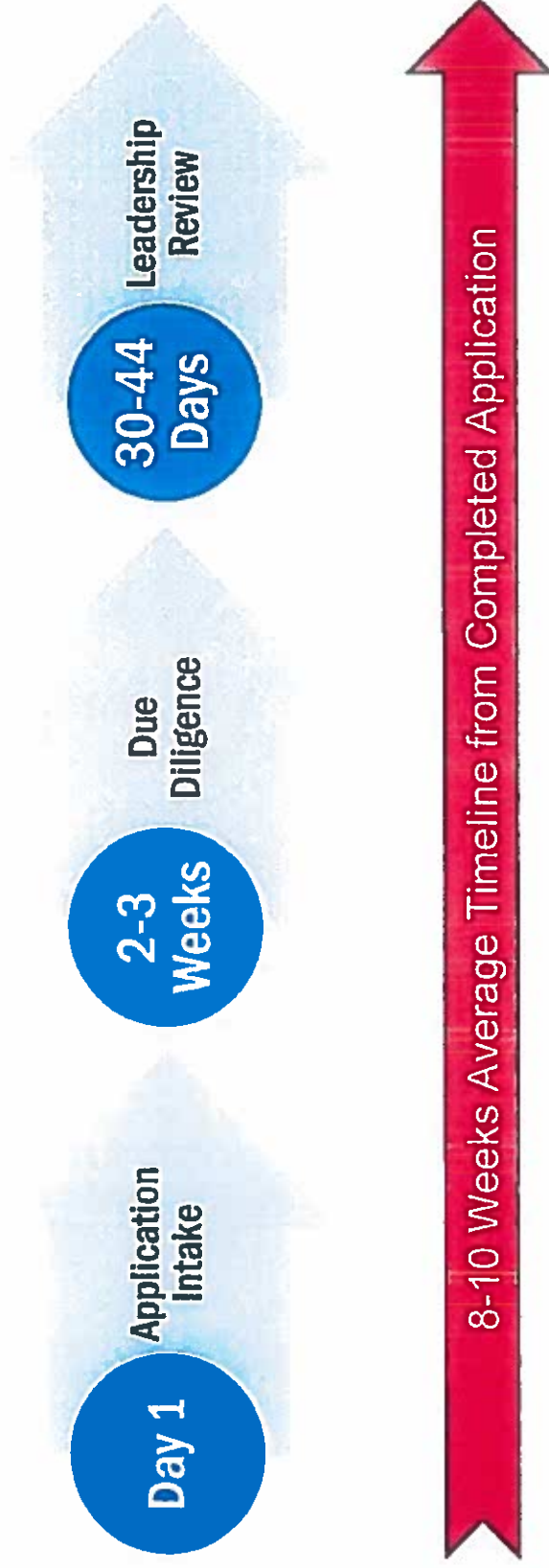
TEF ELIGIBILITY

- ✓ Competition with another out of state site for the project must exist and the business must not have already made a location decision.
- ✓ Projected new job creation must exceed 75 jobs in urban areas or 25 in rural areas.
- ✓ The new positions must offer compensation above the average wage of the county where the project would be located.
- ✓ A significant rate of return on the public dollars being invested in the project must be demonstrated.
- ✓ The project must have community participation from the city, county, and/or school district, primarily in the form of local economic incentive offers.
- ✓ The Governor, Lieutenant Governor, and the Speaker of the House must unanimously agree to support the use of TEF for each specific project.





TEF PROCESS & TIMELINE

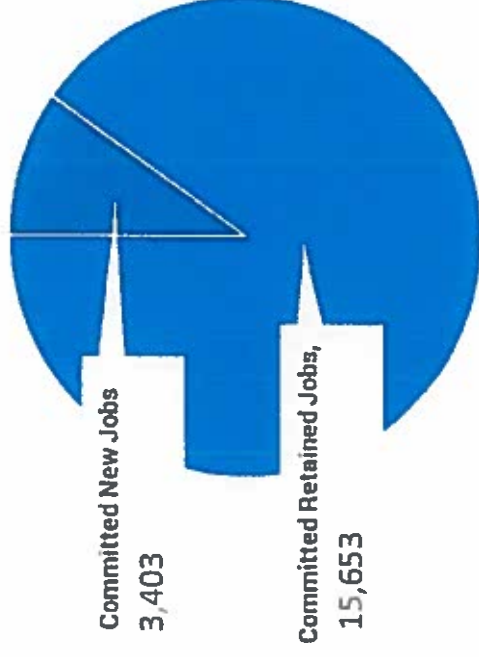




TEXAS ENTERPRISE ZONE

- Awards refunds on state sales and use taxes paid by companies creating or retaining jobs in or outside of economically distressed areas designated as Enterprise Zones.
- Amount of refund based on job creation/retention and capital investment.
- Maximum 105 designations allowed per biennium.

TOTAL JOBS FOR BENEFIT FY 2017-18



48.5 DESIGNATIONS
APPROVED DURING FY 2017-18

\$5.81 BILLION
COMMITTED CAPITAL INVESTMENT

\$34.2 MILLION
REFUNDED DURING FY 2017-18



DURING FY 2017,

47 GRANTS
WERE AWARDED TO

118 BUSINESSES
TOTALING MORE THAN

\$25 MILLION
THAT SUPPORTED

2,771 NEW JOBS
& UPGRADED THE SKILLS OF

11,575 WORKERS
IN EXISTING JOBS.

SKILLS DEVELOPMENT FUND

The Skills Development Fund is Texas' premier job-training program providing local customized training opportunities for Texas businesses and workers to increase skill levels and wages of the Texas workforce.

Training providers can use grant funds for curriculum development, training materials, instructor certifications and training equipment additions or upgrades.



The Texas Workforce Commission administers funding for the program. Success is achieved through collaboration among businesses, public community and technical colleges, Workforce Development Boards and economic development partners.

DATE	COMPANY	GRANT AMOUNT
NOVEMBER 7, 2018	Amarillo College partnered with Health Care Consortium	\$549,774
OCTOBER 18, 2018	Business Consortium partnered with Collin College	\$249,190
OCTOBER 10, 2018	Environmental Development Partners LLC partnered with Wharton County College	\$383,615
OCTOBER 9, 2018	Manufacturing Consortium and TPCO America Corporation Inc. partnered with Del Mar College	\$1,161,997

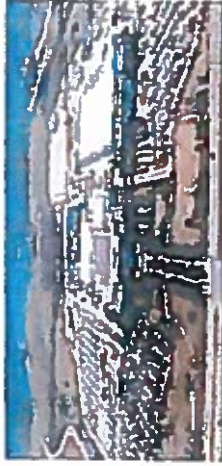
**Recent sampling of Skills Development Fund Grants*



TEXAS ECONOMIC DEVELOPMENT ACT (CHAPTER 313)

Overview

- Encourages large-scale manufacturing, R&D and other large capital investment projects.
- May qualify for a ten-year limitation on the appraised value of a property for the maintenance and operations portion of the school district property tax.



Eligibility

- Local school district must elect to participate.
- Requires the limitation on appraised value be a determining factor in decision to locate in Texas.
- Property tax limitation amount determined on a sliding scale ranging from a high of \$100 million for urban areas to a low of \$10 million for rural areas.
- Corporate headquarters can be eligible under certain requirements.





IMPORTANCE OF COMMUNITY RELATIONSHIPS

EDT works closely with local economic development organizations. In order to bring a project to completion, the EDO must effectively perform the following functions with support from the community:

- ☒ Provide timely and relevant resources that are unique to the area
- ☒ Respond quickly to global inquiries
- ☒ Act as a host, tour guide and sales person for interested prospects
- ☒ Coordinate with partners at the city and county levels
- ☒ Demonstrate the community's viability and wherewithal to
accommodate business expansions/relocations
- ☒ Communicate effectively with EDT

THANK YOU

Office of the Governor
Economic Development & Tourism
P.O. Box 12428 | Austin, Texas 78711

512.936.0100
gov.texas.gov/business

     TexasEconDev



InterLink Regional Labor Market Survey Report 2018~2023



A word cloud of labor market terms. The words are arranged in a roughly rectangular shape, with 'RECRUITMENT' being the largest and most central word. Other prominent words include 'TALENT', 'PROCESS', 'TESTING', 'SALES', 'CANDIDATES', 'SEARCH', 'JOB', 'PERSON', 'EMPLOYERS', 'CONTRACT', 'REQUIREMENTS', 'DATA', 'ANALYSIS', 'RELATIONSHIPS', 'PERSON', 'Talent', 'RESEARCH', 'APPLICATION', 'BENEFITS', 'ONLINE', 'ABILITY', 'TRAINING', 'ORGANIZATIONS', 'CAREER', 'HELP', 'SKILLS', 'ADVERTISING', 'WEBSITES', 'RESUME', and 'EMPLOYMENT'.

SEARCH
JOB
PERSON
EMPLOYERS
CONTRACT
REQUIREMENTS
DATA
ANALYSIS
RELATIONSHIPS
PERSON
Talent
RESEARCH
APPLICATION
BENEFITS
ONLINE
ABILITY
TRAINING
ORGANIZATIONS
CAREER
HELP
SKILLS
ADVERTISING
WEBSITES
RESUME
EMPLOYMENT
CANDIDATES
TALENT
PROCESS
TESTING
RECRUITMENT

North Central Texas Institute

10/20/2023

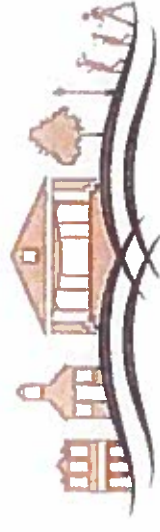
1/1/2024

Collin College Electrical Distribution Line Project

Cost Analysis Presentation

21 February 2019

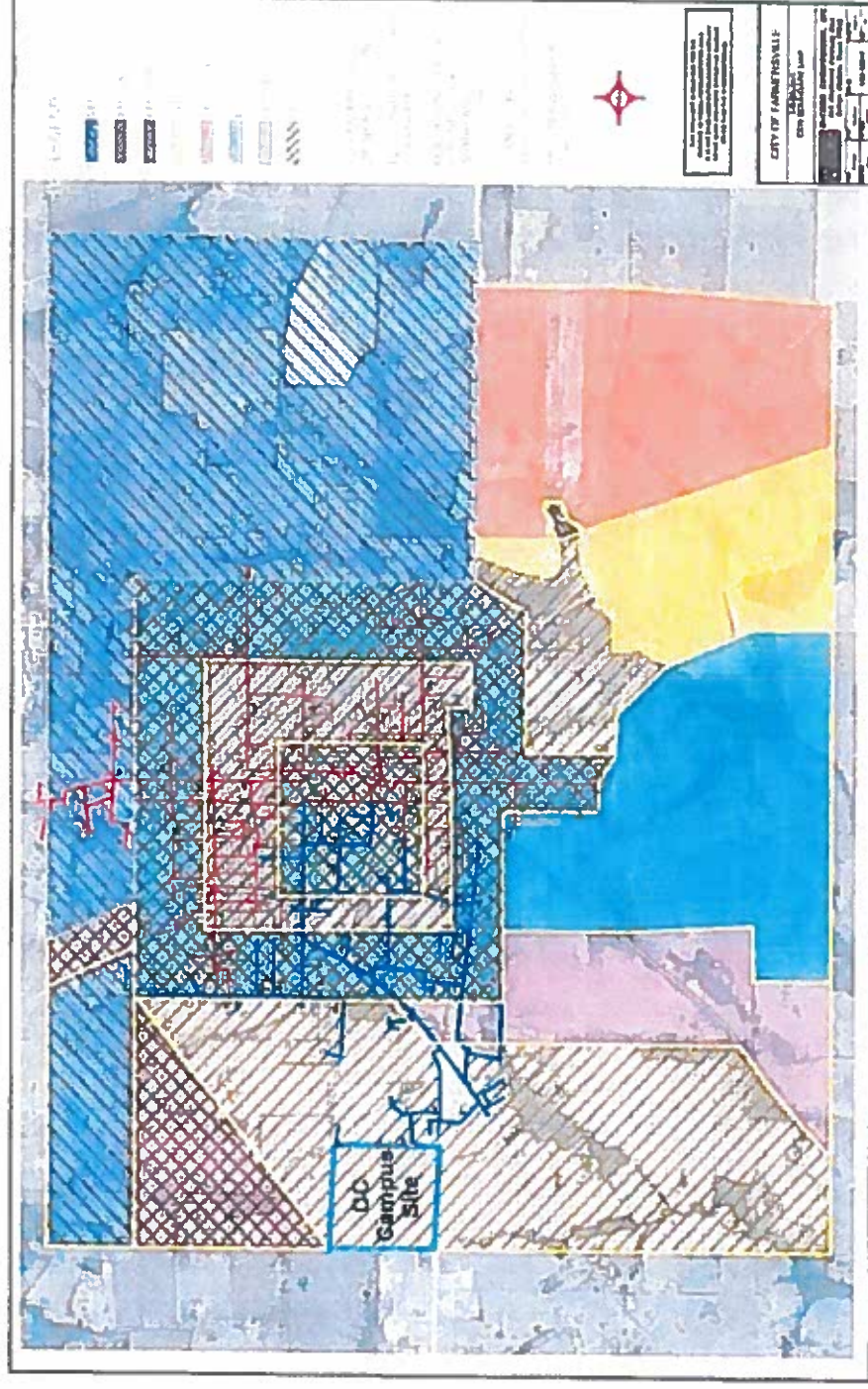
Welcome Home To Farmersville



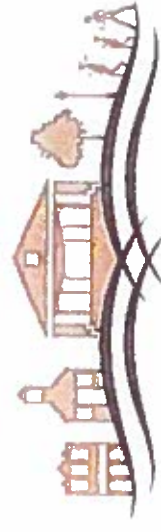
Farmersville
DISCOVER A TEXAS TREASURE

Current Conditions

Farmersville Electric CCN Map



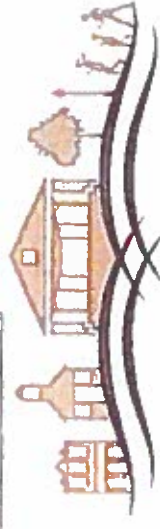
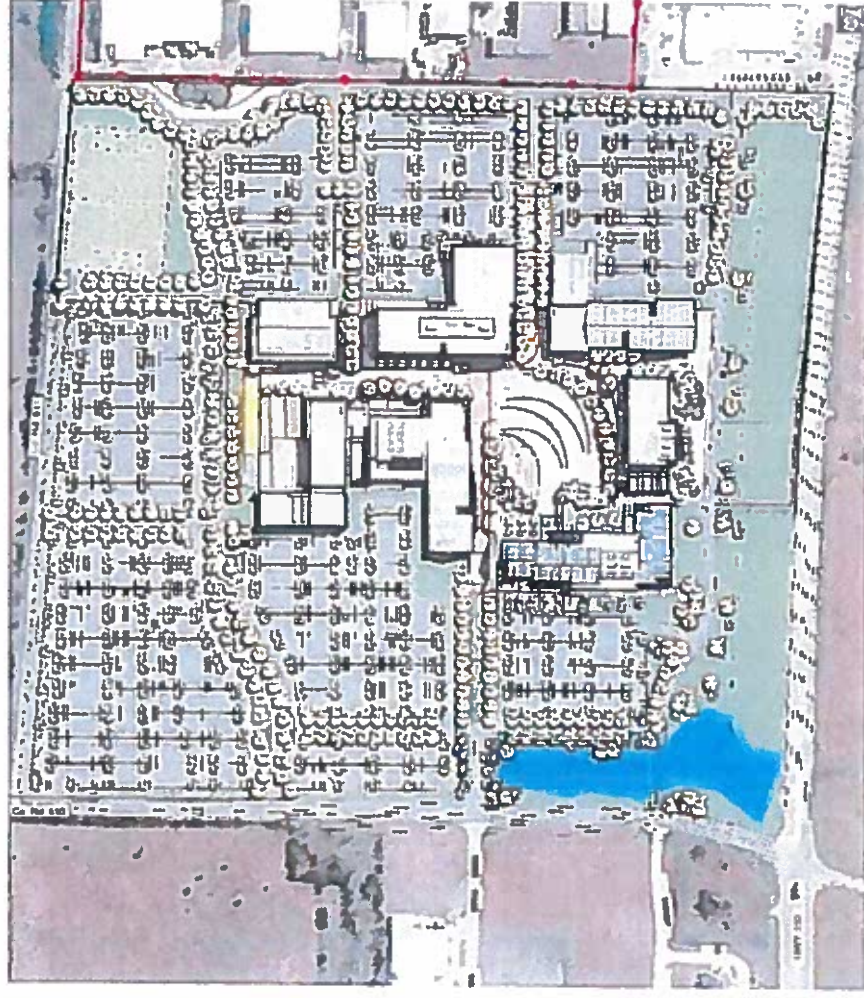
Welcome Home To Farmersville



Farmersville
DISCOVER A TEXAS TREASURE

Current Conditions

Current Campus Layout



Farmersville
DISCOVER A TEXAS TREASURE



Welcome Home To Farmersville

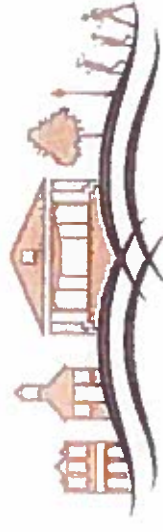
The Problem

Collin College Utility Needs

- From the City of Farmersville
 - Water
 - Existing on site
 - Sewer
 - Existing on site
 - **Electrical**
 - Need radial extension from east property line now to the first building
 - Need future distribution loop between all future buildings
- TIRZ Board
 - 4 lane divided street being provided via TIRZ funds and matching Collin County bond funds
 - \$3.48M total project, \$1.74M each
- Atmos
 - Gas being provided via existing line across AMP



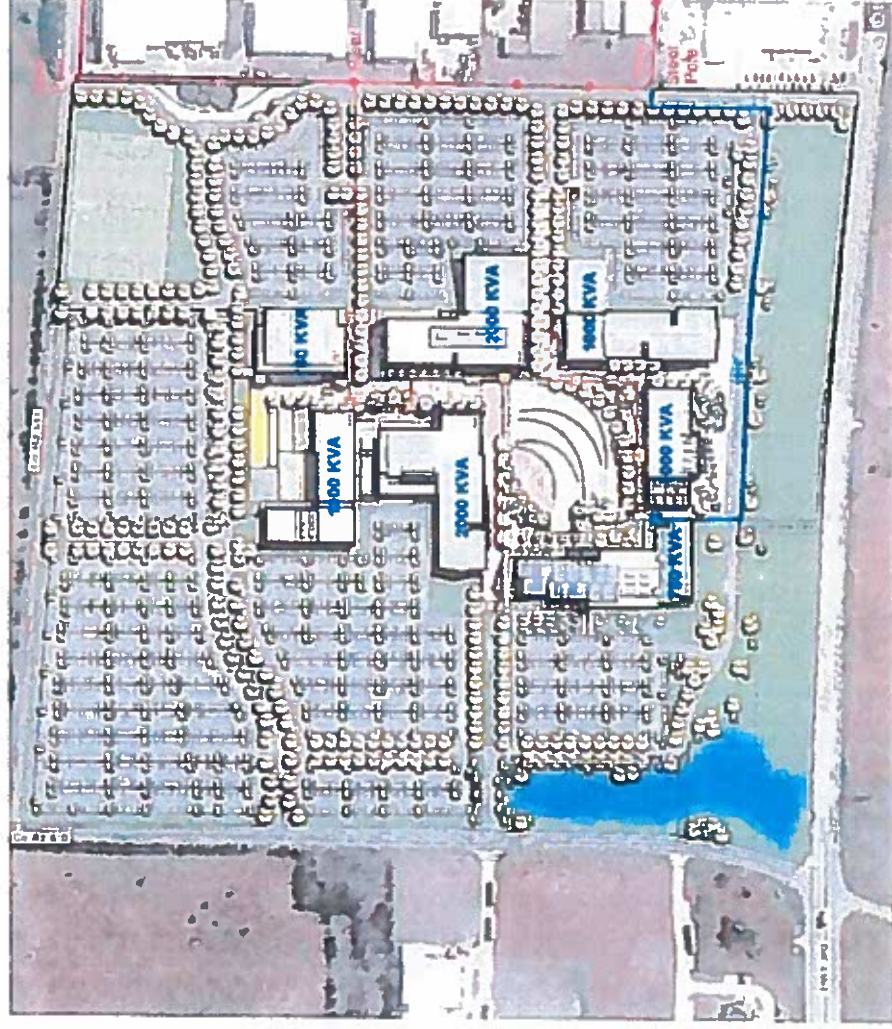
Welcome Home To Farmersville



Farmersville
DISCOVER A TEXAS TREASURE

The Solution

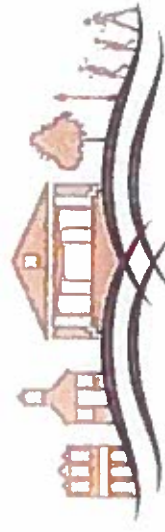
CC Electrical Distribution Loop



- Existing aerial distribution along east property line
- Phase I underground radial distribution line
1,512 feet long
1 Transformer
- Phase II underground loop distribution line
1,888 feet long
6 transformers



Welcome Home To Farmersville



Farmersville
DISCOVER A TEXAS TREASURE

The Solution

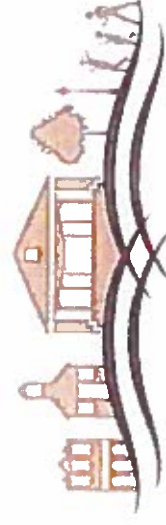
Budget Path

Description	Underground Line Segments								
Termination Point	P to T1	T1 to T2	T2 to T3	T3 to T4	T4 to T5	T5 to T6	T6 to T7	T7 to P	Total
Length in Feet	1,512	179	318	176	299	152	204	560	3,400
Cost Estimate for trench, conduit, #4/0 Al three-phase wire, elbows, engineering, etc.	\$120,000	\$15,000	\$26,000	\$15,000	\$24,000	\$13,000	\$17,000	\$45,000	\$275,000
Cost Estimate for transformer and meter	\$20,000	\$24,000	\$24,000	\$26,000	\$26,000	\$24,000	\$20,000	N/A	\$164,000
Cost estimate for riser and pole	\$7,000	N/A	N/A	N/A	N/A	N/A	N/A	\$7,000	\$14,000
Total for Segment	\$147,000	\$39,000	\$50,000	\$41,000	\$50,000	\$37,000	\$37,000	\$52,000	\$453,000

- Requesting FEDC fund the following
 - Phase I: **\$150K**
 - 50% of future phase II: \$153K
 - Future budget year item
 - Could be more than 3 years out



Welcome Home To Farmersville



Farmersville
DISCOVER A TEXAS TREASURE

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	<ol style="list-style-type: none"> 1. Monthly Report 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



MONTHLY ACTIVITY REPORT

For the local program, monthly reports are a way to track and document progress of both the program and the downtown revitalization effort. It is also an effective tool to use for updating the board on the program's overall activities and for communicating your progress to stakeholders, such as City Council and other funding entities. For the state office, monthly reports help us provide more direct and effective services by giving us a way to spot trends, challenges, issues etc. The report should reflect BOTH the work of staff and volunteers. While not all programs use the traditional four-committee structure any longer, the work of all programs should still be able to be reflected in the four-point categories below.

CITY: Farmersville

MONTH/YEAR: February/ 2019

DATE SUBMITTED: 3/10/2019

1. Updates on Projects, Activities for the month.

ORGANIZATION:

Dates	Update on projects or activities
Feb 2, 2019	Managed the monthly Farmers and Fleas Market Event. Volunteer set-up started at 6:30am and vendor set-up started at 7:00am. The event ran from 9:00am to 3:00pm. Volunteer set-up included a staff tent, table, temporary traffic signage and temporary Onion Shed signage. The Farmersville Citizens on Patrol Unit provided security. We had 19 vendors present and some of our vendors rented two or more spaces. We started off with an overcast sky but the rain held back. The afternoon crowd was larger than the morning crowd and the vendors appeared to be doing well regarding sales. Also, the Farmersville Highschool Color Guard performed with their flags, prepared popcorn and took donations for their performance group. The volunteer team put in approximately 97 hours of work to include event preparation and post event follow-up actions. One of our volunteers (Mark Vincent) celebrated his 12th year of volunteer service. Our volunteer team worked as a team and everything just fell into place!!!
Feb 3, 2019	Worked on the Farmers and Fleas Market Event activity report regarding fees and rental space reservations. All vendors present reserved rental spaces and submitted their payments for February Market. All receipts and cash were accounted for.
Feb 4, 2019	Continued review of the Downtown Shoppers Guide which is distributed and utilized by numerous shoppers and merchants. Documented dates for various events and began revision for 2019.
Feb 4, 2019	Met with the City Manager and Main Street Program Staff Liaison to review the Farmers and Fleas Market activity report regarding fees and rental space reservations. All accounts balanced.
Feb 7, 2019	Completed and forwarded the Feb 2019 Main Street Program Monthly activity report to the City Manager for review. Submitted the report to the Main Street Program office in Austin, Texas. Completed and forwarded the City Council Agenda Packet for the January 14, 2019 Main Street Board meeting to the City Secretary.
Feb 8, 2019	Developed a Shopper's survey in collaboration with volunteer team and City Manager to solicit input regarding building lighting and playing music downtown via a sound system year-round.

Prepared by: Doris Cooks, Interim Main Street Manager

Email to: mainstreet-reports@thc.texas.gov

1 of 3

Feb 10 & 11, 2019	Distributed Music/Lighting survey to downtown businesses. 99% of the downtown businesses felt positive regarding the idea of year-round music and lighting. Completed another revision of the Farmers and Fleas Market Event vendor application and rules. Forwarded to the City Manager for review. Updates were posted on our website.
Feb 11, 2019	Facilitated the Farmersville Main Street Board meeting from 4:00pm to 6:00pm. All appointed members were present. Provided a program overview with emphasis on the Main Street Work Plan and providing support for the new Main Street Manager.
Feb 26 & 28, 2019	Prepared for the March Farmers and Fleas Market Event: Contacted vendors and assigned rental spaces. Check the Best Center for rest-room supplies and reviewed staff inventory and weather outlook.

PROMOTION:

Dates	Update on projects or activities
Feb 2, 2019	Lead the monthly Farmers & Fleas Market Event. Total team involvement resulted in a very successful event.
Feb 5, 2019	Worked with volunteer team members to revise the Farmers and Fleas application and Rules. Made changes regarding rental space pricing for food vendors. Forwarded the revised application and rules to City Staff for review and posting.
Feb 6, 2019	Took a day trip to the Texas border on Highway 75. Reviewed information regarding places of interest in Texas. Spoke to staff member about Farmersville, Texas and he gave me with a pamphlet regarding our historic town. The pamphlet highlighted the Onion Shed and our downtown area.

DESIGN:

Dates	Update on projects or activities
Feb 6, 2019	Visited the Sherman, Texas downtown area and surrounding Historic District. Collected ideas for possible application to our downtown district.

ECONOMIC RESTRUCTURING:

Dates	Update on projects or activities
Jan-Present 2019	Camden Homes and DR Express home construction is well under way. Many of the homes have already been sold. Also, the Palladium Apartment has already broken ground. Both additions to the city will bring additional traffic to our downtown area.

2. Program Commentary (list critical issues, problems, and successes/completed projects of the past month):

As we move forward, I think that it is critical to set goals, establish a work plan and work together to accomplish our goals. To that end, we recognize that there are some administrative areas that need

Prepared by: Doris Cooks, Interim Main Street Manager

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Email to: mainstreet-reports@thc.texas.gov

revision or enhancement. Those areas include: The revision/update of the Farmers and Fleas Manual, establish our Core Values as documented on the Annual Criteria 10 report, clarify roles and responsibilities of the Main Street Manager and the Main Street Board members. To develop our work plan in collaboration between the Main Street Manager and the Main Street Board. Review and enhance the by-laws of the Main Street Board as necessary. Also document the role and responsibilities of the Main Street Board positions. Continue to establish positive relationships among the Board and downtown businesses. And lastly, identify opportunities for support and collaboration. Our overall goal is to ensure that the Main Street Program continues to grow and prosper. As a member of the Main Street Board, I am committed to form and nurture those partnerships as appropriate to help us accomplish all our goals under the Main Street Program Four Point Approach. Farmersville is a Texas Treasure and we want the Treasure search to start on Main Street.

3. Outlook. Goals and challenges; plans for upcoming major projects such as public improvements etc.:

My journey began with the challenge that was presented at the Main Street Board meeting in September of 2018. The challenge regarded the "Perpetuation of our Farmersville Main Street Program". Many asked what does that mean? Had our program been derailed? Specifically, I asked myself what does that mean to me? After careful thought, I interpreted the quote to mean continue or preserve. Therefore, I stepped up to the challenge and volunteered to do my best to help preserve what Farmersville started almost twenty years ago. The Main Street Board's major challenge was to promote a positive climate between the downtown business community and the Main Street Program. During the interim period, we (Interim Manager, Board Members, Staff/City Council Liaison, City Manager, Citizens on Patrol and Farmers & Fleas Volunteers) conducted Main Street 101 training, met all state monthly, quarterly and annual reporting requirements and held four outstanding Farmers & Fleas Events and interacted with several businesses in the downtown district that resulted in positive changes on both sides. This coveted National Accreditation for 2019 is a direct result of commitment and dedicated team work and tells me that we are back on track and inviting all to get on board the Main Street Train!!!

4. Suggestions for Texas Main Street Center (list suggestions on services or training topics; new resources; questions):

Ongoing training: (Volunteer/Team Training, Interpersonal Communication and Conflict Resolution)
The training could be completed on line and a Certificate of Completion issued.

5. Main Street in the News. We would love to spotlight your upcoming events in our Main Street Matters e-newsletter; please email mainstreet-reports@thc.texas.gov with the information. We ask that you do not send in events that have already taken place, send in future events for as many months as possible.

Farmers & Fleas Market: First Saturday of each month at the historic Onion Shed. A combination of farmers market and flea market. Staff set-up starts at 6:30am and Vendor set-up starts at 7:00am. Sales hours are 9:00a.m. to 3:00p.m. For information: 972-784-6846 or see Facebook page: <https://www.facebook.com/Farmersville-Farmers-Fleas-Market>.

Audie Murphy Day Parade: June 2019

Agenda Section	Informational Items
Section Number	IV.E
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	<ol style="list-style-type: none"> 1. Minutes 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
SPECIAL SESSION MEETING
JANUARY 28, 2019, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

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

II. REORGANIZATION OF COMMISSION

A. Election of Vice-Chairman

- Motion to appoint Lance Hudson made by Wyatt McGuire
- 2nd to approve made by Jim Hemby
- All members voted in favor

III. PUBLIC HEARING

- A. Public Hearing to consider, discuss and act upon a recommendation to City Council regarding a request for a replat of two lots identified as Lots 22C and 22D, Block G, of the Farmersville Original Donation containing a total of approximately 0.413 acres of land in the City of Farmersville, Collin County, Texas, in an area that is located generally on the southeast corner of McKinney Street and Hamilton Street into right-of-way and one lot to be identified as Lot 22R, Block G, of the Hamilton & McKinney Addition.

- Paul Kelly opened the public hearing at 6:32 p.m. and asked if anyone wanted to speak for or against the item.
- City Manager, Ben White, explained the City was bringing this before the Commission to gain right-of-way for the reconstruction of Hamilton Street. He stated he recommended approval of the plat.
- Rachel Crist came in at 6:34 p.m.
- No one else came forward so Paul Kelly closed the public hearing at 6:35 p.m.
 - Motion to approve made by Wyatt McGuire
 - 2nd to approve made by Russell Chandler
 - All members voted in favor

IV. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss an act upon a recommendation to the City Council regarding the Preliminary Plat for Kingston Apartments, Lot 1, Block 1.
 - Motion to approve made by Russell Chandler
 - 2nd to approve made by Lance Hudson
 - All members voted in favor
- B. Consider, discuss and act upon a Concept Plan for Aston Estates Phase 2.
 - Alan Lathrom stated the concept plan conformed to the site plan in the Planned Development Ordinance.
 - Motion to approve made by Lance Hudson
 - 2nd to approve made by Jim Hemby
 - All members voted in favor
- C. Consider, discuss and act upon minutes from November 29, 2018.
 - Motion to approve made by Wyatt McGuire
 - 2nd to approve made by Jim Hemby
 - All members voted in favor
- D. Consider, discuss and act upon minutes from December 17, 2018.
 - Motion to approve made by Wyatt McGuire
 - 2nd to approve made by Jim Hemby
 - All members voted in favor

V. ADJOURNMENT

Meeting was adjourned at 6:49 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Paul Kelly, Chairman





**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
SPECIAL SESSION MEETING
FEBRUARY 25, 2019, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

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

II. PUBLIC HEARING

- A. Public Hearing to consider, discuss and act upon a recommendation to the City Council regarding an application requesting a change in zoning on approximately 2.484 acres of land, more or less, in the W.B Williams Survey, Abstract A 982 and the D. J. Jaynes Survey, Abstract A 471, of Farmersville, Collin County, Texas, from C – Commercial District uses to MF-2 – Multifamily Residence – 2 District uses. The property is located generally on the north side of Audie Murphy Parkway (U.S. Highway 380) in an area that is east of Raymond Street, also known as 303 Raymond Street, Kings Ridge One Addition, in Farmersville, Collin County, Texas.
- Paul Kelly opened the public hearing at 6:31 p.m. and asked if there was anyone in attendance that wanted to speak in favor of the item.
 - No one came forward, so Paul Kelly asked if anyone wanted to speak against the rezoning request.
 - Mike Goldstein who resides at 1453 N. Highway 78 stated he owns the property on the west side of Raymond Street. He stated he does not understand how the applicant would place 48 apartment units without the

proper access to roads. He stated he would not give up any of his land to widen the road for this project.

- Chad Dillard who lives at 152970 County Road 617 explained he owns property to the west on Water Street and he hoped the land would stay commercial in that area. He believes if it is rezoned it would hurt the area which he believes is prime commercial property.
- John Cooper who lives at 307 Wilcoxson stated he owns the three buildings off of Raymond Street by the Sonic. He is concerned that many cars cannot adequately be serviced on Raymond Street because it is so narrow. He also asked if improvements to Waters Street would be required because it is only a gravel road.
- Blake Mounger who resides at 1509 Highway 78 stated he has property to the north and the west that is all zoned commercial. He sees a problem down the road if this property is rezoned the residents would not want commercial next to them.
- Paul Kelly asked if anyone else wanted to speak for or against the rezoning request. No one came forward so he closed the public hearing at 6:38 p.m.
- Wyatt McGuire asked when the City's Master Plan was created that zoned the property commercial.
- Alan Lathrom stated it was in 2014. He also explained the Comprehensive Plan shows mixed use for this area, but we do not have Ordinance's in place to adequately address mixed uses. He indicated the straight MF – 2 zoning could have up to 24 units per gross acre, so on this property they could have up to 59 units. The apartment complex could be four stories tall or 55 feet in height. He explained they would still be required to meet all the setback requirements and those would be checked when they submitted a site plan for review.
- Paul Kelly stated he was not in favor of the rezoning request because of the opposition that was presented by nearby property owners. He also stated the applicant was not in attendance to fight for his case.
- Russell Chandler stated he agreed with the property owners that the property could be a prime commercial area in the future.
 - Motion to deny rezoning change made by Lance Hudson
 - 2nd to approve made by Russell Chandler
 - All members voted in favor

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss an act upon a recommendation to the City Council regarding the Winterrowd 2194 Addition Final Plat of Lots 1-3, Block 1.
- Nadine Winterrowd stated the property that is being split does not touch the Chaparral Trail.

- Wyatt McGuire asked Mrs. Winterrowd what their intentions were for the property.
- Nadine Winterrowd explained they are going to utilize it for family or sell the lots.
- Wyatt McGuire asked about the uses that would be allowed since the property is in the City's extraterritorial jurisdiction (ETJ).
- Alan Lathrom indicated they could use the property however they wanted because they are in the county and there is no zoning. He explained the lots are over one acre so they would utilize on-site septic systems.
- Nadine Winterrowd stated they had deed restrictions on the property that put limitations on what can be placed on the lots.
 - Motion to approve made by Jim Hemby
 - 2nd to approve made by Lance Hudson
 - All members voted in favor

B. Consider, discuss and act upon minutes from January 28, 2019.

- Motion to approve made by Wyatt McGuire
- 2nd to approve made by Russell Chandler
- All members voted in favor

IV. ADJOURNMENT

Meeting was adjourned at 6:47 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Paul Kelly, Chairman



V. Regular Agenda

Agenda Section	Regular Agenda
Section Number	V.A
Subject	Discussion regarding the live streaming of City Council meetings.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
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

Agenda Section	Regular Agenda
Section Number	V.B
Subject	Update regarding fuel spill at Main Street and Murchison Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	V.C
Subject	Garland Power and Light Presentation regarding future transmission line services and related substation requirements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	V.D
Subject	Consider, discuss and act upon an agreement between the City of Farmersville and Oncor to purchase a substation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Draft Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement (this “Agreement”) is executed and made effective as of _____, 2019 (the “Effective Date”), by Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Oncor”), and the City of Farmersville, Texas (the “City”).

1. Sale. For and in consideration of the sum of Forty-Five Thousand Dollars (\$45,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oncor hereby transfers, assigns, conveys and delivers to the City (a) all of Oncor’s rights, title, and interest in the substation located at 214 South Washington Street in Farmersville, Texas (“Farmersville Substation”), that is comprised of the equipment listed in Exhibit A hereto (“Equipment”), (b) the Farmersville Substation Lease Agreement, dated as of January 4, 2000, by and between Sharyland Utilities, L.P. (“SU”) (successor of Cap Rock Electric Cooperative, Inc.) and Texas-New Mexico Power Company (“TNMP”), and (c) the Amended and Restated Interconnection Agreement, dated October 26, 2006 (the “Assigned Interconnection Agreement”), by and between SU (successor of Cap Rock Energy) and TNMP, subject to the receipt of written consent from TNMP approving the transfer of the Assigned Interconnection Agreement (the “Required Consent”).

2. Assumption. The City hereby assumes responsibility for the operation and maintenance of the Equipment that makes up the Farmersville Substation (the “Assumed Responsibilities”) and, from and after the Effective Date, the City and its successors shall be solely responsible for the Assumed Responsibilities and shall hold Oncor harmless from and against any costs or expenses arising from the assertion or imposition of any Assumed Responsibilities on Oncor or its successors or any of their respective affiliates, subject to the receipt of the Required Consent.

3. Good Title. Oncor represents and warrants that (a) the Farmersville Substation and Equipment are free and clear of all liens and encumbrances except for liens, if any, for ad valorem taxes and governmental assessments for the year of the execution and delivery of this Agreement, and (b) that it has the authority to sell and convey the Farmersville Substation and Equipment to the City.

4. Disclaimers. Oncor makes no representation or warranty with respect to the Farmersville Substation and Equipment beyond those given in Section 3, and the City acknowledges that they are being assigned on an “AS-IS, WHERE-IS” basis with any and all faults.

5. Nontransferable Rights. Oncor shall use commercially reasonable efforts to obtain at the earliest reasonably practicable date before the Effective Date the Required Consent. If the Required Consent shall not be obtained by Oncor before the Effective Date, Oncor agrees that it will continue to use commercially reasonable efforts to obtain such Required Consent, as promptly as reasonably practicable after the Effective Date; *provided*, that notwithstanding anything to the contrary contained herein, from and after the Effective Date until such time as the Required Consent is obtained, Oncor shall continue to hold the Farmersville Substation and Equipment and

provide the City with the uninhibited benefits under or in respect of all the Farmersville Substation and Equipment, subject to the assumption by the City of Oncor's obligations under the Farmersville Substation Lease Agreement and the Amended and Restated Interconnection Agreement.

6. Further Assurances. From and after the Effective Date, as when requested by either party hereto, the other party shall, at the expense of the requesting party, execute and deliver, or cause to be executed and delivered, all such documents and instruments and take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to effectuate the assignment and assumption contemplated herein.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8. Governing Law. This Agreement and any disputes arising under or related hereto shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflicts of law principles.

9. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

10. Entire Agreement. This Agreement, including exhibits hereto or any written amendments to the foregoing satisfying the requirements of Section 9, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and cancel, merge and supersede all prior and contemporaneous oral or written agreements, representations and warranties, arrangements and understandings relating to the subject matter hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Oncor and the City have each caused this Bill of Sale and Assignment and Assumption Agreement to be duly executed and delivered as of the date first set forth above.

Oncor Electric Delivery Company LLC

By: _____
Name: _____
Title: _____

City of Farmersville

By: _____
JACK RANDALL RICE
Mayor

Exhibit A

- (1) 3phase set 69kV 1200A vertical break switch (#6618)
- (1) Steel H-frame for high side switch (#6618)
- (3) 69kV S&C fuse disconnects
- (1) Distribution transformer 69000-24940Y/14400V
- (4) Concrete poles for low side feeders and regulators with wood beams
- (3) 14400V Siemens voltage regulators 833/933kVA
- (3) Regulator bypass switches
- (3) 14400 metering CT's
- (3) 14400 metering PT's
- (1) 14400 10kVA station service transformer
- (2) 25kV 800A Viper S reclosers
- (12) 15kV 1200A hooksticks
- (1) Small control center with RTU, routers, telecom equipment and small window unit
- (1) Approximately 80' telecom tower

Agenda Section	Regular Agenda
Section Number	V.E
Subject	Consider, discuss and act upon an agreement between Garland Power and Light and the City of Farmersville regarding maintenance and repair of substation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

ELECTRIC CUSTOMER OWNED FACILITIES AGREEMENT

This agreement ("Agreement") is made and entered into by and between the City of Garland, Texas ("City"), a home rule municipality with an electric department operating an electric utility system known as Garland Power & Light ("GPL"), and CITY OF FARMERSVILLE, TEXAS, herein referred to as "Customer".

WHEREAS, Customer is the owner of a facility located in Farmersville, Texas ("Facility"); and

WHEREAS, Customer, from time to time, desires the Facility to be maintained and, when necessary, undergo certain repairs, replacement, or expansion of its existing electric system ("Customer System"); and

WHEREAS, GPL wishes to provide those services to Customer pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, GPL and Customer hereby agree as follows:

1. **Term.** This Agreement shall become effective on the "Effective Date" (as hereinafter provided) and shall continue for three (3) years from the Effective Date, unless terminated sooner in accordance with Section 3 of this Agreement.

2. **Conditions of Service.**

2.1 **Substation Services:** GPL agrees to perform maintenance for Customer System following a regular schedule as outlined in Appendix A. Customer agrees to pay GPL an annual fee of \$7,047.50 for this regularly scheduled maintenance during the Term of this Agreement. Appendix A shall be amended by the parties in writing upon changes to Customer System.

2.2 **Requested Services and Price.** In addition to the regularly scheduled maintenance in Section 2.1, during the Term of this Agreement, Customer may request that GPL provide additional repairs, equipment replacement, or other electrical work to Customer System. If GPL desires to perform the requested work, GPL shall provide Customer with a detailed written description of the work to be performed and an estimate of the cost to perform such work. If Customer desires for GPL to proceed with the work, Customer shall agree, in writing, to the work to be performed by GPL and for payment to GPL for such work at the rate and amount specified in the written description of work and pursuant to the terms, conditions, and obligations of this Agreement. All repairs, equipment replacement, or expansion of Customer System requested by Customer shall be performed and completed by GPL on a cost-plus basis.

2.3 **Site.** Customer shall grant GPL the right of access in, to, and across the property of Customer for performance of services under this Agreement.

2.4 **Payment.** Customer agrees to pay GPL for the regularly scheduled maintenance in Section 2.1 within thirty (30) days after the Effective Date for the initial twelve (12) month period. Subsequent payments for the regularly scheduled maintenance shall be due and payable on the annual anniversary of the Effective Date. For services in Section 2.2,

Customer agrees to pay GPL the price listed in each accepted written estimate of costs. GPL shall, at its sole option, bill Customer monthly for such work performed, or upon completion of work requested by Customer. Customer shall pay such invoice within 30 days of receipt from GPL.

3. **Termination.** This Agreement may be terminated in writing by mutual agreement and consent of both Customer and GPL. Additionally, either party may terminate this Agreement upon notice in writing if the other party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of prior written notice from the other party to do so. While unlikely, this Agreement may also be terminated by Customer providing GPL at least thirty (30) days written notice prior to the annual anniversary of the Effective Date in the event that Customer's governing body fails to appropriate money for the continuation of this Agreement. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
4. **Insurance.** For any repairs that will involve on-going access to Customer's property for a period of more than three (3) consecutive days, GPL shall cause its contractors (including their subcontractors and any person or entity engaged by them or by GPL, including their permitted assignees or successors in interest) ("Contractors") to provide insurance as hereafter described with reputable insurance companies duly licensed to do business in the State of Texas: commercial general liability insurance covering bodily injury or death and property damage, automobile liability insurance, and contractual liability insurance, each with a combined single limit in an amount generally commensurate with the degree of risk involved in the construction activities as reasonably determined by GPL; and worker's compensation in an amount with at least statutorily mandated coverage. Such liability insurance shall name Customer as an additional insured as its interests may appear. The worker's compensation coverage shall provide Customer with a waiver of subrogation. If requested by Customer, GPL shall cause Contractors to provide Customer with certificates evidencing such insurance.
5. **Indemnity.** Customer shall, to the extent allowed by Texas law, indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any activity, work or thing done, permitted or suffered by Customer, its employees, agents, independent contractors, invitees, or guests on or within the Facility and the Customer System. To the extent allowed by Texas law, Customer agrees to indemnify and hold GPL harmless from and against any and all damages, costs, injuries and claims arising from any breach or default in the performance of any obligation under the terms of this Agreement. Such indemnity, to the extent allowed by Texas law, shall include all damages, costs, injuries, claims, attorney's fees, expenses, and liabilities incurred in defending, settling, referring to legal counsel or considering any such claim whether or not a suit or arbitration claim has been initiated. The indemnification set forth in this paragraph shall survive the termination or expiration of this Agreement.
6. **Warranties.** THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE GOODS AND SERVICES BEING PROVIDED UNDER THIS AGREEMENT ARE BEING OFFERED AND SOLD "AS IS" EXCEPT THAT GPL

DOES WARRANT THAT ITS SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE IN ACCORDANCE WITH INDUSTRY STANDARDS. CUSTOMER AGREES THAT GPL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE ARISING FROM THE PROVISION OF GOODS OR SERVICES UNDER THIS AGREEMENT EVEN IF GPL HAS BEEN ADVISED OF SUCH POSSIBILITY.

"CUSTOMER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER."

7. **Limitation of Liability.** Subject to Customer's obligation to pay GPL the annual fee specified in Section 2.1 for regularly scheduled maintenance, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the services listed in Appendix A shall be limited in aggregate to the \$7,047.50 annual fee paid to GPL for the period in which the liability arose.

Subject to Customer's obligation to pay GPL the price specified in each accepted written estimate, GPL's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with the performance or observance of its obligations to provide the requested services contemplated in Section 2.2 shall be limited in aggregate to the price specified in each accepted written estimate.

8. **Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Address:

City of Farmersville
c/o City Manager
205 S. Main
Farmersville, Texas 75442

City of Garland
Garland Power & Light
c/o GPL General Manager/CEO
217 N. Fifth Street
Garland, TX 75040

9. **No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. Notwithstanding the above, Customer may assign this Agreement to an affiliate of Customer. As used herein, "affiliate" shall mean any entity controlling, controlled by, or under common control with Customer or that acquires all or substantially all of the assets of Customer or with whom Customer merges or consolidates.
10. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable. Provided, however, that if the illegality, invalidity or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either GPL or Customer may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with an Agreement as similar to the terms and conditions of this Agreement as legally permissible.
11. **Waiver.** Either GPL or Customer shall have the right to waive its right to performance of the other party's obligation under this Agreement, but such waiver shall be effective only if stated in writing and executed by the waiving party. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
12. **Governing Law: Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.
13. **Paragraph Headings:** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
14. **Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.
15. **Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all shall constitute but one and the same instrument.

17. **Entire Agreement.** It is understood and agreed that this Agreement contains the entire Agreement between the parties and supersedes any and all prior Agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and any written modification of this Agreement shall be effective only if executed by both parties. The recitals contained at the beginning of this Agreement are incorporated into the term and provisions of this Agreement.

18. **Relationship of Parties.** The parties acknowledge and agree that the services performed by GPL, its employees, agents or sub-contractors shall be as an independent contractor and that nothing contained in this Agreement shall be deemed or construed by the parties hereto to create the relationship of principal and agent or of partnership or of joint venture between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

EXECUTED on the dates indicated below, but deemed to be effective as agreed to by both parties on _____(the "Effective Date").

CITY OF GARLAND
GARLAND POWER & LIGHT:

CITY OF FARMERSVILLE, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Section	Regular Agenda
Section Number	V.F
Subject	Update from Kimley-Horn on the wastewater treatment plants.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Power Point Presentation
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



Farmersville

City of Farmersville Wastewater Project Update

March 26, 2019

Kimley-Horn and Associates, Inc.





Outline

- Introduction
- History of project
- Current status of each phase
- Current Opinion of Probable Cost
- Next steps





History of Project

- Project began in 2015
- Divided into Phase 1, 2 and 3
- Includes Existing Treatment Plant #1 and #2
- Includes New Treatment Plant #3
- Includes New Sanitary Sewer Interceptor





History of Project – Phase 1

- 4A funded
- Included Wastewater Treatment Facilities Master Plan and Sanitary Sewer Interceptor Alignment Study
- Began on June 9, 2015
- Completed on January 26, 2016 with City Council Presentation





Phase 1

- Insert cover of WWTP master plan
- Insert cover of Routing Study





Farmersville

City of Farmersville Wastewater Project

January 26, 2016

Kimley-Horn and Associates, Inc.





Outline

- Overview of Project
- Routing and Alignment Study
 - Recommendations
- Wastewater Treatment Plant Master Plan
 - Recommendations
- Summary



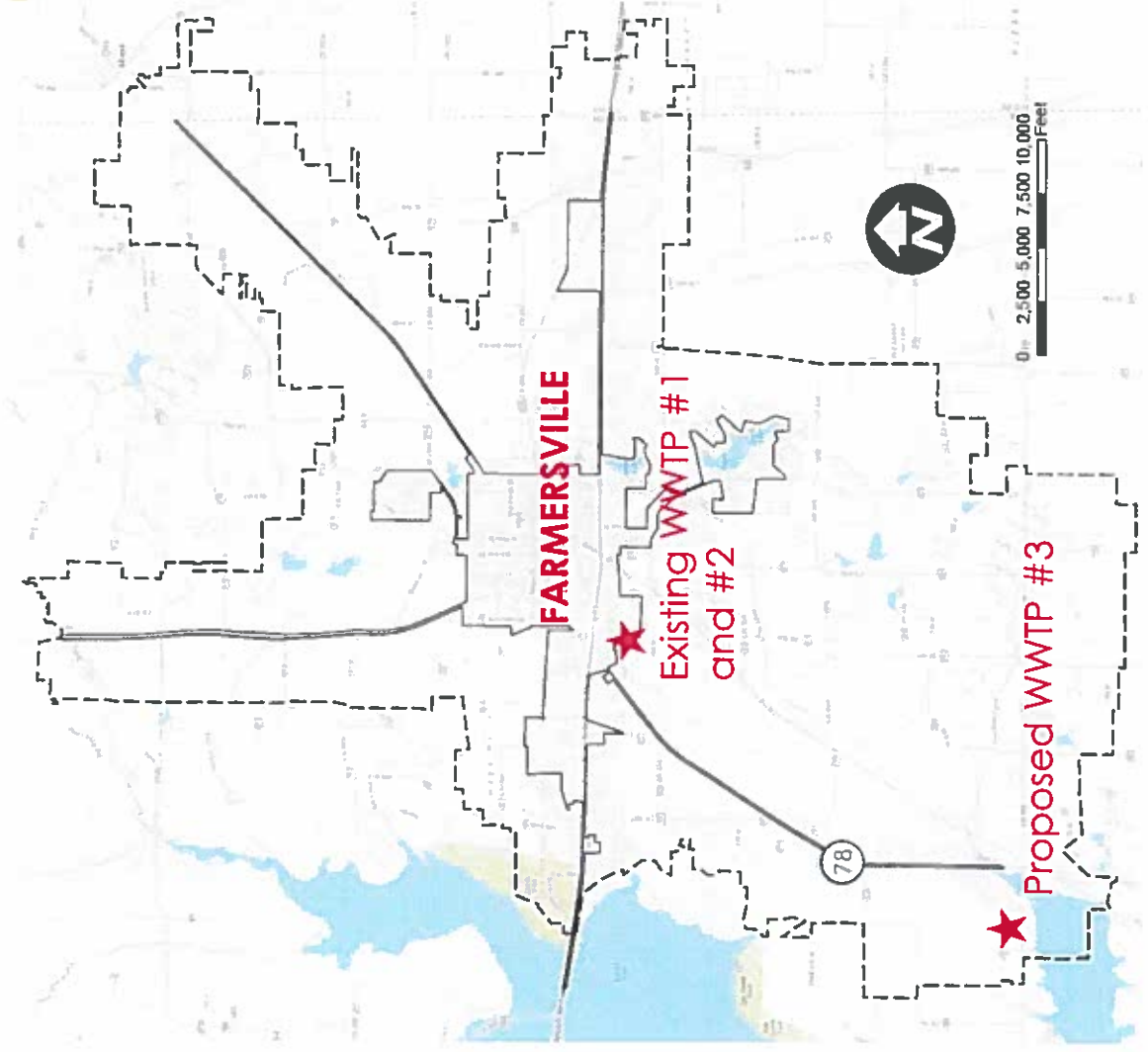


Sanitary Sewer Interceptor

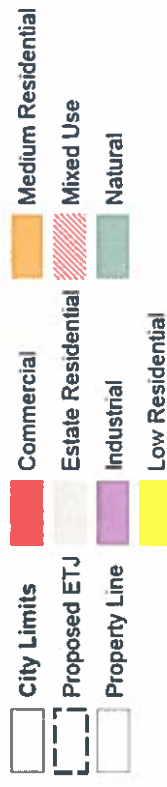
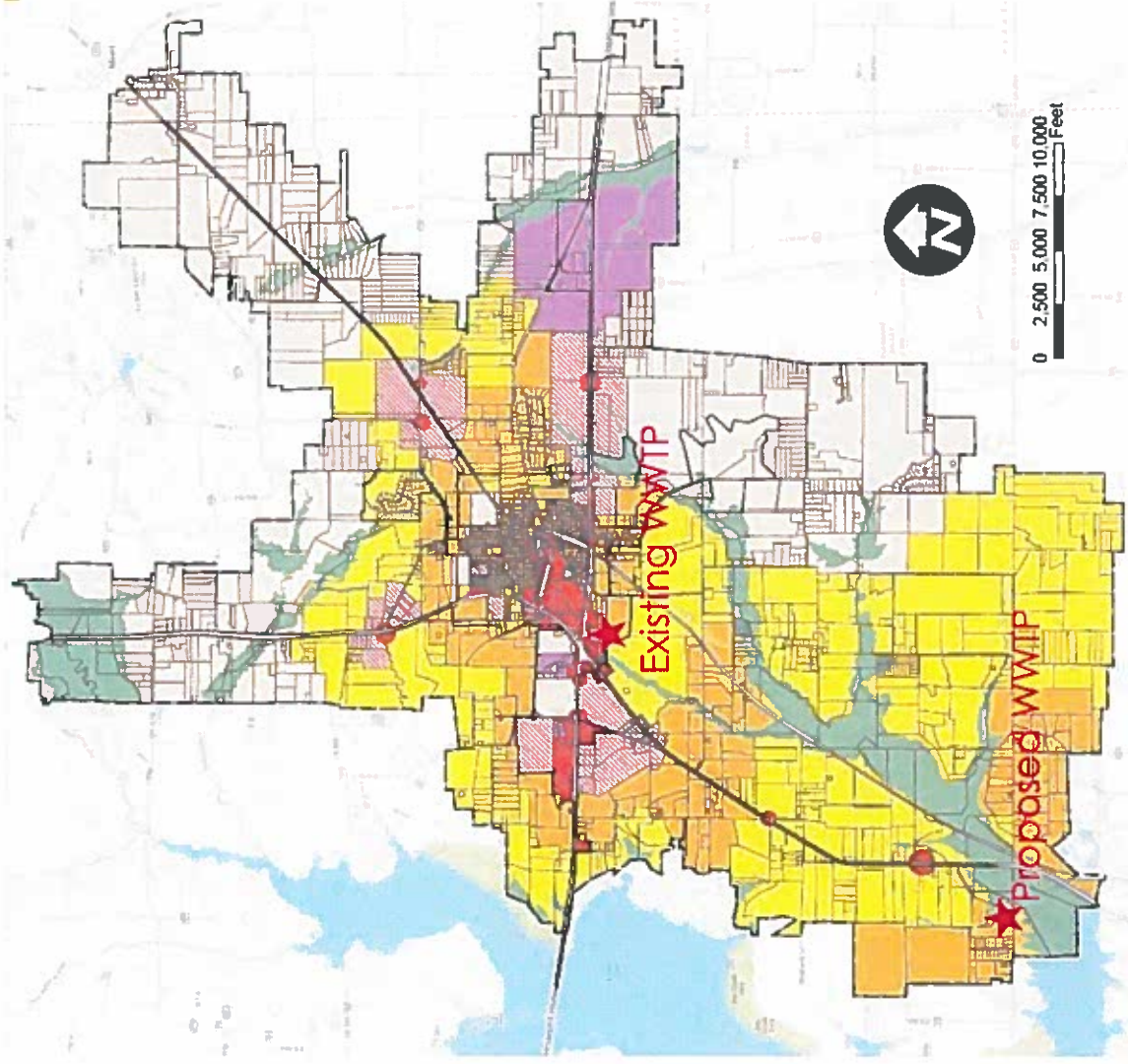
Routing and Alignment Study



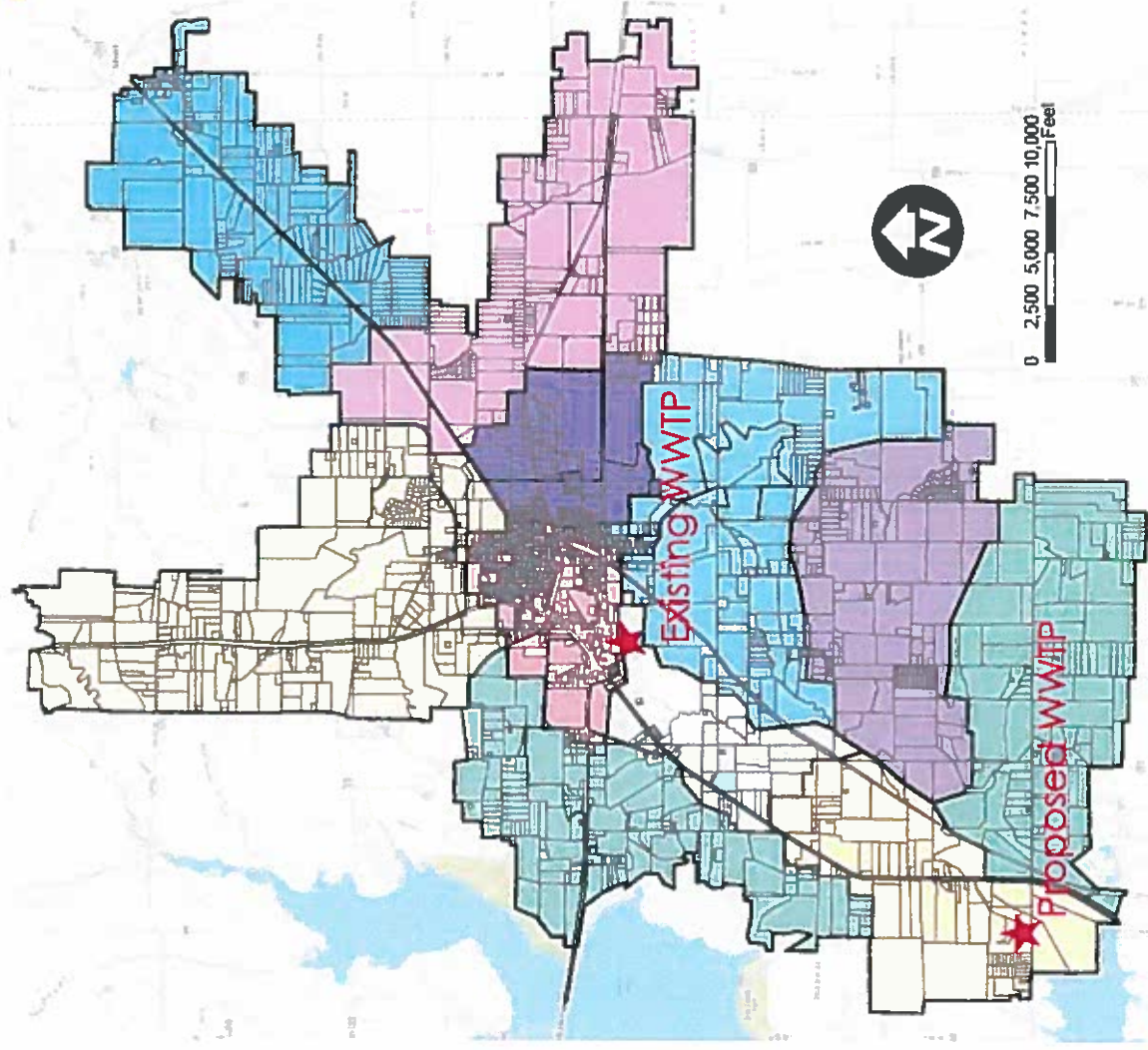
Establish Sewer Service Area

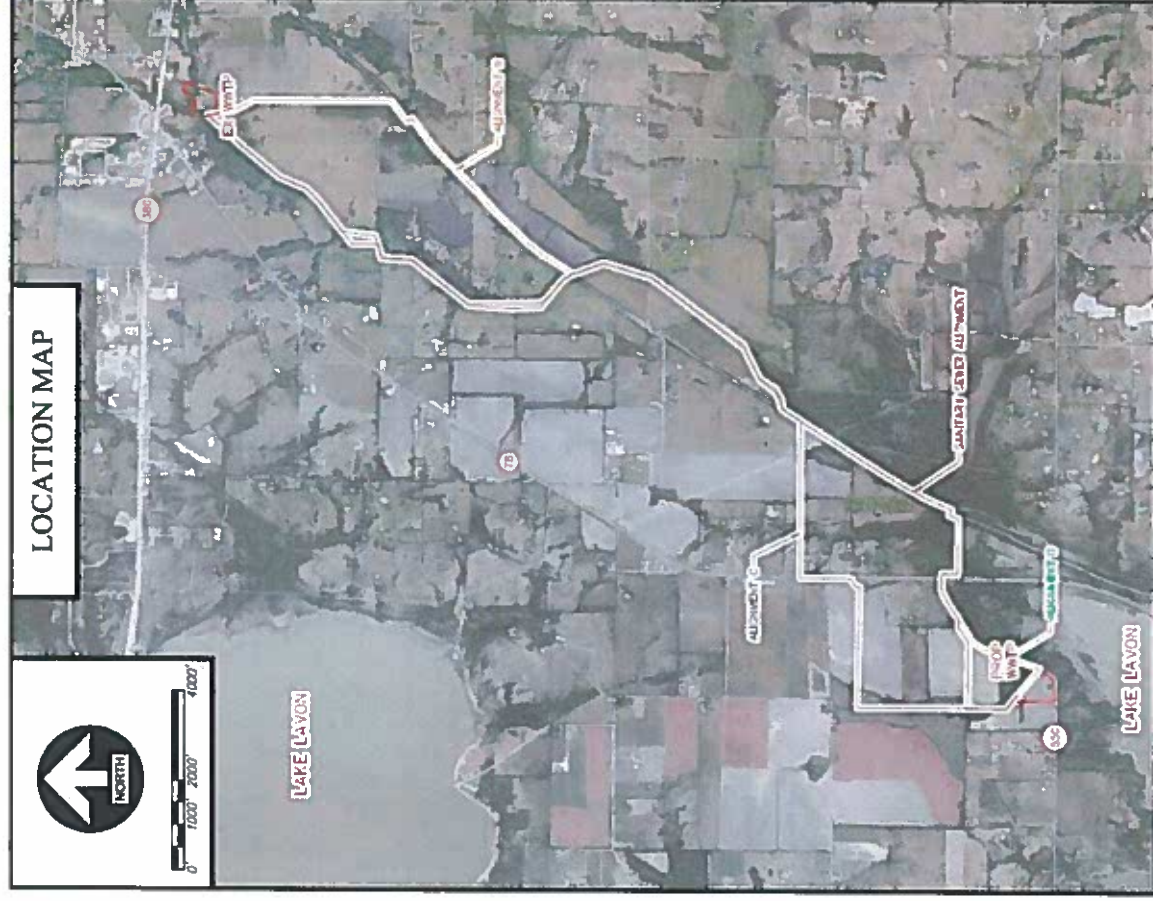


Expand Future Land Use



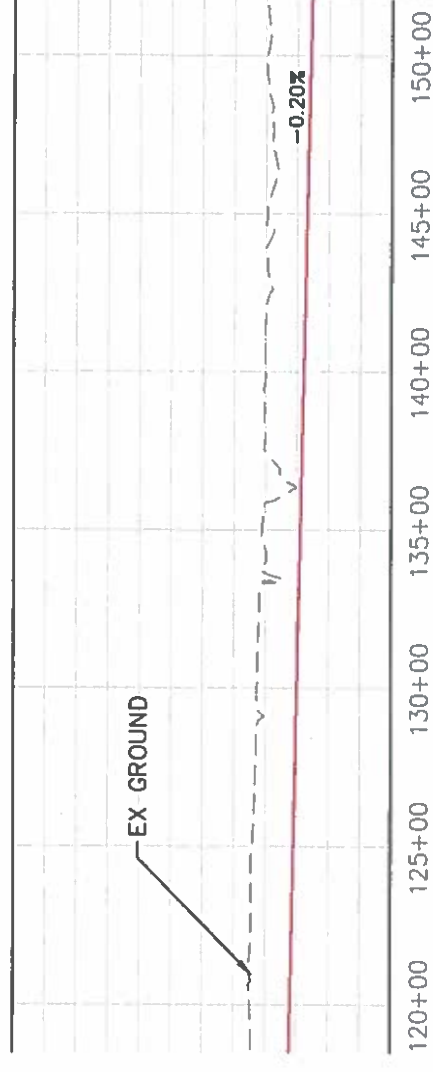
Establish Sewer Basins and Develop Flow





Routing and Alignment

- Existing Topography
 - Follow the creek
- Depth of Sewer Main
 - Verify Service Area
- Strategic Lift Station Location



Alignment “A” - Recommended

Basis of Route Selection

- Most advantageous for easement acquisition.
- Requires approximately 750 LF of total bores for 2 railroad crossings and 1 SH 78 crossing.
- Accommodates the shallowest profile while still serving the entire sewer basin.
- Most of the sewer line is between 10 and 20 feet deep.
- The location of the lift station allows for easy access off of SH 78.
- Takes advantage of existing easements along County Road 550.





Recommendations

- Infrastructure
 - 22,500 LF of 15-inch gravity interceptor – Alignment A
 - Recommended material – PVC SDR-35 or SDR-26
 - Lift Station located at SH 78/CR 550 Intersection
 - Initial size up to 5 MGD
 - 5,000 LF of 6-inch Force Main
 - Recommended material – PVC DR-18
 - Cost
 - \$8,593,000 (based on 2015 dollars)
- Schedule
 - Easement acquisition is underway
 - Will not delay Lake Haven Development
 - Dependent on development in southern sewer basins
 - Dependent on future wholesale customers





Wastewater Treatment Plants

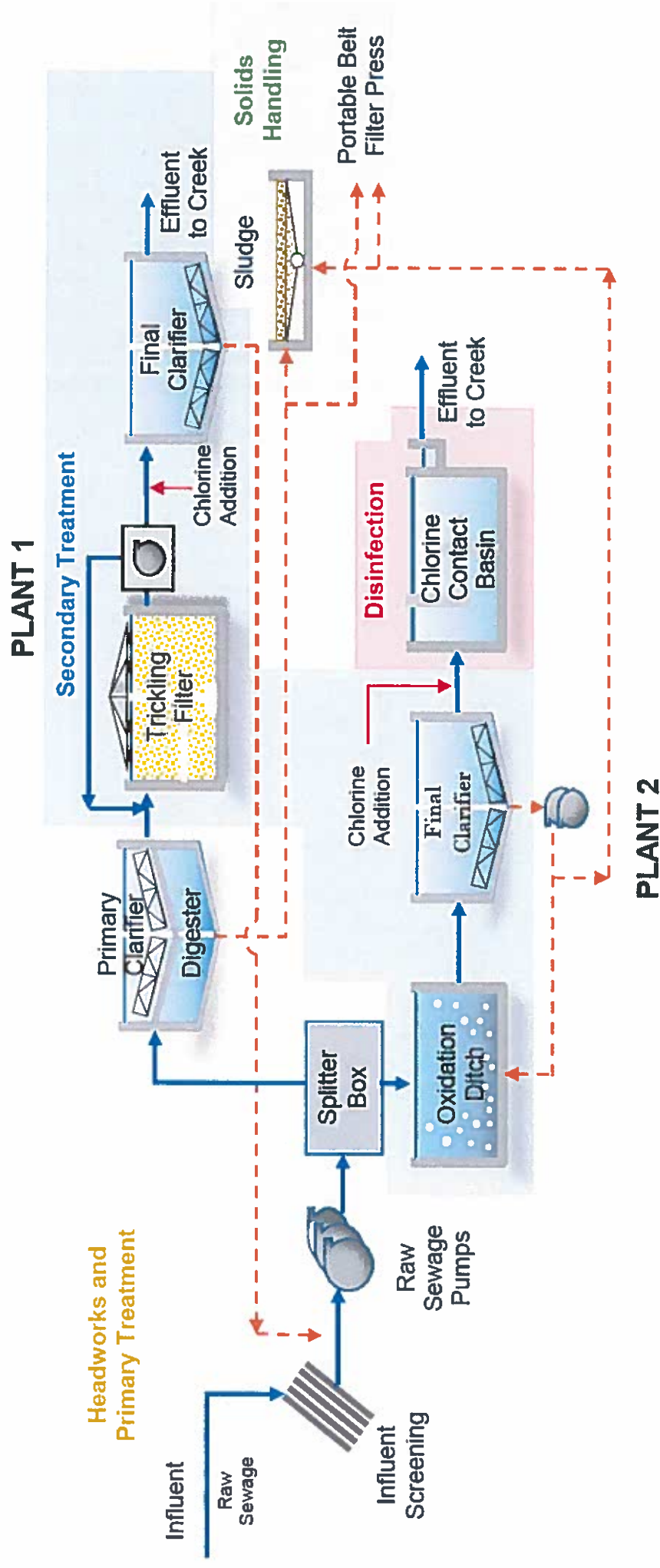
Master Plan for Plants No.1, No. 2 and No. 3



Existing Plants No. 1 and No. 2

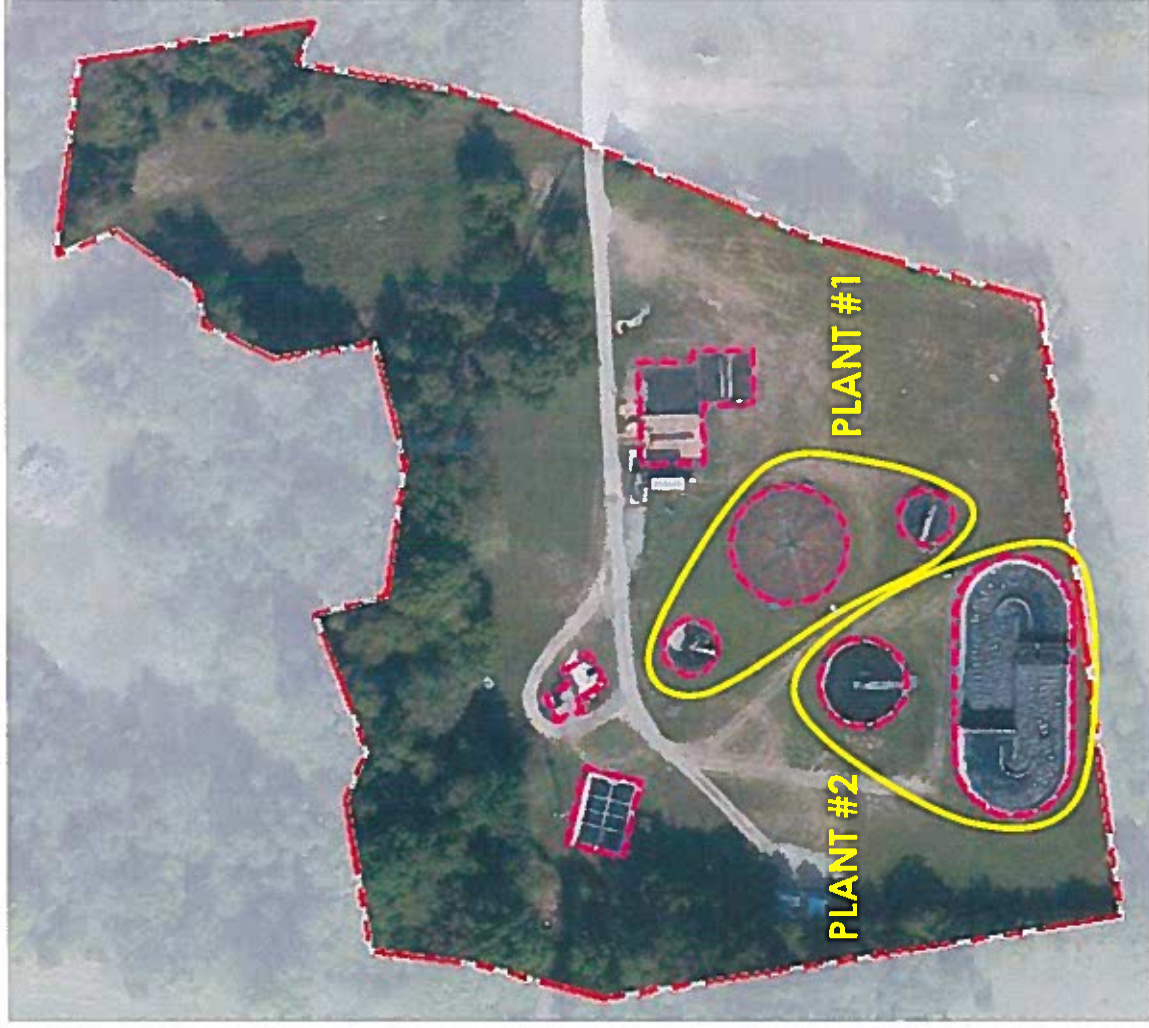


Process Flow Diagram



Evaluation of Existing WWTP

- Plant #1 (0.225 MGD) is unable to meet permit requirements
- Plant #2 (0.53 MGD) exceeded permitted flow during rain events
- Influent screen is dangerous to maintain



Existing Trickling Filter



- Distribution arms were recently replaced
- Currently cannot consistently meet $\text{NH}_3\text{-N}$ limit of 3 mg/L
- Replace trickling filter media with plastic media
 - Increase specific surface area
 - Increased void ratio and air flow
- Relocate recycle pump
 - Maintain minimum wetting rate
 - Reduce influent BOD concentration



Rehabilitate Final Clarifier



- Equipment is operational but shows signs of rust and deterioration
- Chlorine injected into clarifier



Install Mechanical Bar Screen

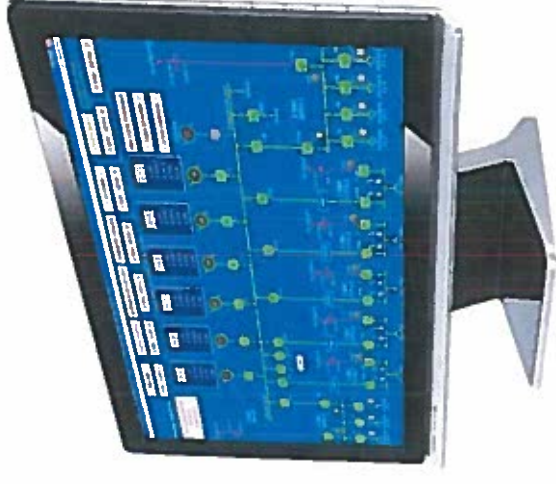
- Manual screen is operator intensive
- Location of screen is dangerous to access





SCADA

- Real time data accessible remotely
- Allows monitoring and produces alerts
- Implementing SCADA throughout City



Existing Treatment Facilities Recommendations

- Rehabilitate Plant No. 1
 - Replace Trickling Filter media with plastic media
 - Relocate Trickling Filter recycle pump
 - Rehabilitate final clarifier
 - Replace manual screen with mechanical bar screen
 - Add SCADA



Cost

- Trickling Filter Media
- Relocate Recycle Pump
- Clarifier Rehabilitation
- Mechanical Bar Screen
- SCADA

Total Estimate: \$1,095,000

(Based on 2015 dollars)





Proposed Plant No. 3





Proposed Treatment Plant No. 3

Primary Goals

- Environmental
 - Consistently meet treatment goals
- Economical
 - Minimize economical impact through cost effective options
- Operational
 - A simple, flexible treatment plant that can respond to changing conditions
- Social
 - Sensitivity to appearance, odors, and noise



Process Selection

Options Considered	Environmental	Economical	Operational	Social	Total
Conventional	1	2	4	1	8
Sequencing Batch Reactor	3	4	3	2	12
Vertical Looped Reactor	2	3	2	3	10
Membrane Bioreactor	4	1	1	4	10

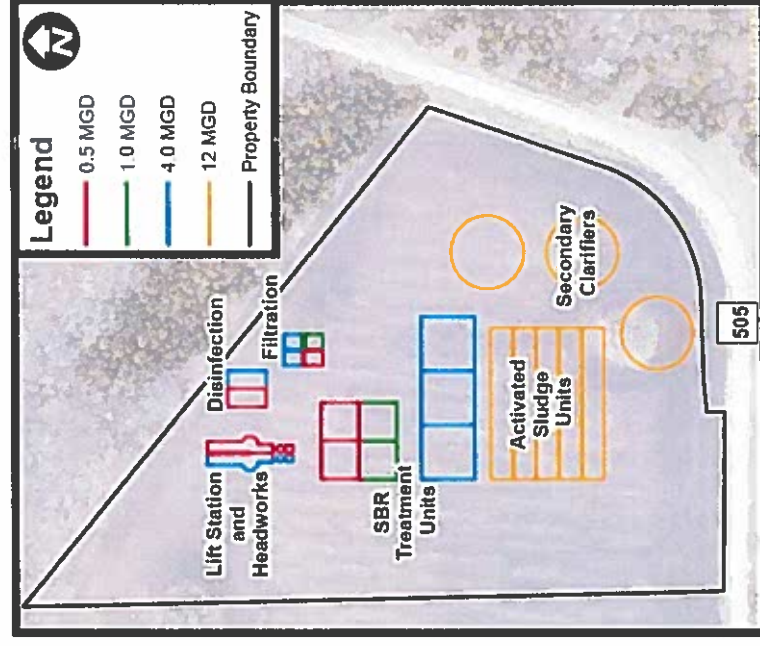
Highest number represents best option

Benefits of using SBRs

- Cost effective
- Operation is simple
- Small footprint
- Easy to expand or repurpose



Proposed Treatment Facilities



- Mechanical Bar Screen, Grit Removal, and Lift Station
- Sequencing Batch Reactor
- Cloth Media Filtration
- Disinfection
- Solids Handling

Total \$9,687,000

(Based on 2015 dollars)





Summary

Recommendations

- Sanitary Sewer Interceptor
 - Adopt Routing and Alignment Study
 - Continue easement acquisition
 - Begin Preliminary Design Phase
 - Obtain project funding (\$8,593,000 based on 2015 dollars)
- Wastewater adopting Wastewater Treatment Plant Master Plan
 - Adopt Wastewater Treatment Master Plan
 - Begin Preliminary Design Phase
 - Obtain project funding (\$10,782,000 based on 2015 dollars)





History of Project – Phase 2

- Funded by Texas Water Development Board
- Began on April 25, 2017 and included:
 - Design, bidding and construction of WWTP #1 Rehabilitation
 - Design and permitting of a new 0.5 MGD WWTP #3
 - Design and permitting of the Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main





Current Status of Phase 2

- Wastewater Treatment Plant 1 Rehabilitation
 - Construction documents were completed in March 2018
 - Bids were opened on May 1, 2018
 - Construction contract was awarded to Eagle Contracting, L.P. for \$891,000 on May 8, 2018
 - Construction will be complete by June 30, 2018



Secondary Clarifier

Before



After



Trickling Filter

Before



After





Current Status of Phase 2

- Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main
 - Easements are currently being acquired by DBI
 - Construction documents will be completed at a later date? Ask Ben if this is correct





Current Status of Phase 2

- Wastewater Treatment Plant 3
 - Construction documents are complete and ready for bidding when funding is available
 - Add pic of plans cover page
 - Add 3D movie of project





Current Status of Phase 3

- Will be funded by TWDB loan
- Population growth will determine when construction should begin



Current Opinion of Probable Cost

- Sanitary Sewer Interceptor - \$ (Will have updated \$\$ by Monday)
- Wastewater Treatment Plant 3 - \$ (Will have updated \$\$ by Monday)





Next Steps

- Wastewater Treatment Plant 1 Rehabilitation
 - Accept project in June
- Sanitary Sewer Interceptor
 - Acquire all of the easements
 - Finalize design documents
- Wastewater Treatment Plant 3
 - Coordinate with NTMWD
 - Submit plans to TCEQ for approval





Farmersville

City of Farmersville Wastewater Project Update

March 26, 2019

Kimley-Horn and Associates, Inc.



Agenda Section	Regular Agenda
Section Number	V.G
Subject	Discussion on allowing a horse drawn carriage vendor to be established in the city.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	V.H
Subject	Consider, discuss and act upon Resolution #R-2019-0326-001 regarding the Chamber of Commerce Yards of Yard Sales.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Resolution #R-2019-0326-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #2019-0326-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE,
TEXAS, SUPPORTING THE CHAMBER OF COMMERCE ANNUAL YARDS OF
YARD SALES**

WHEREAS, the Farmersville Chamber of Commerce and the City of Farmersville hold an annual Yards of Yard Sales to encourage community participation; and

WHEREAS, to stimulate a positive atmosphere and promote tourism inside the City; and

WHEREAS, to provide an opportunity for community activities; and

WHEREAS, the annual Yards of Yard Sales provides an opportunity for all citizens to participate without paying any associated fee.

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

The City of Farmersville City Council does recognize and support the annual Chamber of Commerce Yards or Yard Sales event.

PASSED AND APPROVED this the 26th day of March, 2019.

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	V.I
Subject	Consider, discuss and act upon a Third Amended and Restated Development Agreement between the City of Farmersville and Listocon Group, LLC (Reliable Concrete).
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None – will be sent out before meeting
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	V.J
Subject	Consider, discuss and act upon a Development Agreement with the City of Farmersville and Farmersville Plant, LLC (Nelson Brothers Ready Mix).
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

AFTER RECORDING, RETURN TO:

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

**STATE OF TEXAS § AMENDED AND RESTATED DEVELOPMENT
 § AGREEMENT APPLICABLE TO APPROXIMATELY
COUNTY OF COLLIN § 26.408 ACRES OF LAND ACQUIRED BY
 FARMERSVILLE PLANT, L.L.C., FROM AN
 APPROXIMATE 31.458 ACRE TRACT OWNED BY
 ANANI, LLC, THAT IS SUBJECT TO AN EXISTING
 DEVELOPMENT AGREEMENT**

This Amended and Restated Development Agreement Applicable to Approximately 26.60 acres of Land Acquired by FARMERSVILLE PLANT, L.L.C., from an Approximate 31.458 Acre Tract Owned by Anani, LLC, that is Subject to an Existing Development Agreement ("Farmersville Plant Amendment") is made and entered into pursuant to Texas Local Government Code § 212.172 as of this ____ day of March, 2019, by and between the **CITY OF FARMERSVILLE, TEXAS**, ("City") and **FARMERSVILLE PLANT, L.L.C.**, a Texas limited liability company, doing business as **NELSON BROTHERS READY MIX LTD.**, (hereinafter referred to collectively as "Owner" or "Farmersville Plant") on the terms and conditions hereinafter set forth. The City and Owner may hereafter be referred to collectively as the "Parties" or individually as a "Party" from time to time.

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

WHEREAS, the Agreement runs with the Property; and

WHEREAS, Farmersville Plant purchased approximately 26.60 acres of the Property from Anani, LLC on or about September 20, 2018, by and through that certain special warranty deed that was recorded as Clerk's Document No. 20180920001180520 in the Official Public Records of Collin County, Texas ("Deed"); and

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

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

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

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

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

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

WHEREAS, the City and Owner agree this Amended and Restated Development Agreement shall supersede and replace the November 27, 2018, Listocon Amendment in its entirety;

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

1. **Land Subject to Farmersville Plant Amendment.** The land that is subject to this Farmersville Plant Amendment is that approximately 26.60 acre tract of land, more or less, identified as being a part of Tract 9 of Abstract A0954 of the W.B. Williams Survey (the "Farmersville Plant Parcel") which is more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law.

2. **Use of Farmersville Plant Parcel.** It is specifically understood that Owner plans to use the Farmersville Plant Parcel for a trailering staging operation (identified as Phase I) and a future permanent concrete batch plant (identified as Phase II) and any and all appurtenances related to such uses.

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

4. **Platting of, and Permits for Development of, the Farmersville Plant Parcel.** It is understood and agreed that the City's Subdivision Ordinance, Ordinance #O-2018-0508-002, adopted May 8, 2018, requires that a development plat ("Plat") be

submitted and approved for the Farmersville Plant Parcel. It is further understood that Collin County, Texas will not issue any permits required for development of the Farmersville Plant Parcel until such time as the Plat of the Farmersville Plant Parcel has been recorded with Collin County or the City provides Collin County with information releasing the Farmersville Plant Parcel for permitting.

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

Owner hereby agrees to promptly submit within sixty (60) days of the execution of this Farmersville Plant Amendment a Plat of the Farmersville Plant Parcel to the City for the City's review and approval and ultimately for recording with Collin County, Texas, that conforms to the requirements of the City's Subdivision Ordinance. As a part of said Plat, Owner hereby agrees to dedicate to the City such on-site easements and rights-of-way as may be necessary and required by the City's Subdivision Ordinance and the Farmersville Code for water, sanitary sewer, storm sewer and roadways to be extended to and across the Farmersville Plant Parcel at no cost to City including, but not limited to, sufficient right-of-way to allow County Road 699 to be widened from a two-lane roadway to a three-lane concrete roadway along and across the frontage of the Farmersville Plant Parcel and extending to U.S. Highway 380.

5. Design and Construction of Improvements to County Road 699. City and Owner agree to share in the cost to design and construct County Road 699 as a concrete roadway sufficient to handle the weight of Owner's trucks and equipment as well as the City's emergency fire equipment with up to three lanes from the southern Farmersville Plant Parcel property boundary along County Road 699 in a northerly direction to the northern boundary of the northernmost driveway entrance of the Farmersville Plant Parcel together with the related storm sewer lines and all other appurtenances (the "Roadway Section").

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

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

6. **Utilities to Farmersville Plant Parcel.** Owner also agrees to pay all applicable tap fees and impact fees related to the development of the Farmersville Plant Parcel and its connection to City's utility systems.

7. **Screening of Farmersville Plant Parcel.** Owner agrees that it will screen the Farmersville Plant Parcel along its frontage with County Road 699 as well as the southern and eastern boundaries of the Farmersville Plant Parcel that are visible from U.S. Highway 380 with a minimum fifteen-foot (15') wide irrigated green space containing at least one (1) "canopy tree" per forty (40) linear feet, or portion thereof, which green space shall be placed in front of a minimum eight-foot tall brick, masonry fence or tubular steel fence with an associated "living screen"; or, other suitable screening material acceptable to the City of Farmersville. Screening and landscaping materials shall be consistent with the requirements of Sections 4.8, "Open Storage," and 4.9, "Screening, Fence and Wall Regulations," of the City of Farmersville Comprehensive Zoning Ordinance, Ordinance #O-2018-0508-001, adopted May 8, 2018.

- a. Screening for the purposes of County Road 699 shall not be required until the completion of Phase I construction.
- b. Screening for the purposes of U.S. Highway 380 shall not be required until the completion of Phase II construction.
- c. Landscaping and irrigation will not be required until ninety (90) days from the date when water is made available to the Farmersville Plant Parcel or two years from the date of this Farmersville Plant Amendment whichever event occurs first.

8. **Internal Driveways and Road Surfaces.** Owner agrees that all driveway or road surfaces within the Farmersville Plant Parcel shall be constructed using impervious materials that prevent unnecessary dust such as brick pavers, concrete, or asphalt. The impervious driveway and road surface requirement shall not be enforced until construction of phase II is complete or two years whichever comes first.

9. **Ground Cover.** Owner agrees that any area within the Farmersville Plant Parcel not dedicated to use as an operational area covered by an impervious surface shall be covered and maintained with a living ground cover or other material deemed suitable by the City of Farmersville.

10. **Lighting.** Owner agrees that all plant operational lighting shall prevent light pollution in accordance with City of Farmersville ordinances. The lights on motorized vehicles within Farmersville Plant Parcel are exempt from this requirement.

11. **Farmersville Plant Amendment to be Signed by All Owners of the Farmersville Plant Parcel.** The Owner warrants and represents to City that the Owner has the full right, power and authority to execute and deliver this Farmersville Plant Amendment without obtaining any further consents and approvals from, or the taking of any other actions with respect to any third-parties regarding the execution of this Farmersville Plant Amendment. In addition, Owner has read and fully understands this

Farmersville Plant Amendment and its effects and that it is a binding contract. This Farmersville Plant Amendment, when executed and delivered by the Owner and the City will constitute the valid and binding agreement of the Owner, enforceable against the Owner and the Farmersville Plant Parcel in accordance with its terms.

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

13. Term. This Farmersville Plant Amendment is an agreement authorized by Section 212.172 of the Texas Local Government Code. This Farmersville Plant Amendment is effective on the latest date that both the City and the Owner have duly executed this Farmersville Plant Amendment as reflected by the signatures below ("Effective Date"). The term of this Farmersville Plant Amendment (the "Term") is four (4) years from the Effective Date. This Farmersville Plant Amendment may be renewed upon written agreement of the parties.

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

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

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

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

Owner: Farmersville Plant, L.L.C., doing business as
Nelson Brothers Ready Mix LTD.
721 Main Street
Lewisville, Texas 75057

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

17. Conflict of Interest. To the extent that this Farmersville Plant Amendment (a) must be approved by the City's governing body before it may be signed or (b) has a value of \$1,000,000, or more, Owner shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time Owner submits this signed Farmersville Plant Amendment to City, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The Owner must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the Owner must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the City.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Farmersville Plant Amendment binds all parties to the Farmersville Plant Amendment. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

18. No Boycotting of Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Owner hereby affirms and verifies by its signature on this Farmersville Plant Amendment below that Owner:

- (a) does not boycott Israel; and
- (b) will not boycott Israel during the term of this Farmersville Plant Amendment.

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

20. **Venue.** This Farmersville Plant Amendment shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

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

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

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

[Remaonder of page intentionally left blank.]

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

CITY OF FARMERSVILLE

By: _____
JACK RANDALL RICE
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN
City Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

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

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

Notary Public _____ County, Texas
My commission expires _____

**FARMERSVILLE PLANT, L.L.C., a
Texas limited liability company, doing
business as NELSON BROTHERS
READY MIX LTD.**

By: _____
TONY STRICKLAND
Senior Vice President

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this day by TONY STRICKLAND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is a Senior Vice-President of **FARMERSVILLE PLANT, L.L.C., a Texas limited liability company, doing business as NELSON BROTHERS READY MIX LTD.,** and that he executed the same on behalf of said limited liability company for the purposes set forth therein.

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

Notary Public _____ County, Texas
My commission expires _____

Agenda Section	Regular Agenda
Section Number	V.K
Subject	Discussion of the the disclosure of prior utility costs and usage to renters.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	V.L
Subject	Update regarding the restriping of downtown parking areas, street improvements and street lights at Dura Edge, Welch Drive and J.W. Spain.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 26, 2019
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

VI. EXECUTIVE SESSION

VII. RECONVENE FROM EXECUTIVE SESSION

VIII. Requests to be Placed on Future Agendas

IX. Adjournment