

**CITY OF FARMERSVILLE
ORDINANCE NO. 2019-1126-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, BY AMENDING CHAPTER 142, "SUBDIVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, THROUGH THE AMENDMENT OF VARIOUS SECTIONS OF, AND THE ADDITION OF CERTAIN NEW SECTIONS TO, SAID CHAPTER REGARDING THE TIMING AND PROCESS TO RECEIVE A DETERMINATION ON CERTAIN DEVELOPMENT APPLICATIONS TO BRING SUCH PROVISIONS INTO CONFORMITY WITH NEW STATE LAWS ADOPTED BY AND THROUGH HOUSE BILL 3167, ALL AS SET FORTH HEREIN BELOW; REPEALING ALL CONFLICTING ORDINANCES; RESERVING ALL EXISTING RIGHTS AND REMEDIES; PROVIDING FOR IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City adopted the Code of Ordinances, City of Farmersville, Texas ("Farmersville Code"), for the protection of the public health and general welfare of the people of the City; and

WHEREAS, the City Council of the City of Farmersville, Texas (the "City Council") originally adopted the Subdivisions Ordinance pursuant to the authority granted by Texas Local Government Code Chapter 212 to provide for the safe, efficient, and orderly development of the city, and the provision of adequate streets, utilities, services, and facilities, all in accordance with the comprehensive plan for the city; and

WHEREAS, the Texas Legislature adopted House Bill 3167 during the 86th Regular Session to impose stricter time frames and requirements on municipal and county review and subsequent approval or disapproval of plats in favor of a property owner developing land – both previously developed and undeveloped land; and

WHEREAS, House Bill 3167 requires the City to make numerous changes to its Subdivisions Ordinance to conform to the new legislation; and

WHEREAS, the City Council finds and determines that it is in the best interest of the public health, safety and general welfare of the citizens of Farmersville, Texas, to amend

certain provisions of Chapter 65, "Subdivisions," of the Farmersville Code as provided herein below to conform to such new state legislation.

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

Section 1. FINDINGS

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

Section 2. AMENDMENTS TO SECTION 65-9, "VARIANCES"

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-9, "Variances," in its entirety and replacing said section with a new Section 65-9, also entitled "Variances," to read as follows:

"Sec. 65-9. – Variances.

(a) *Variances.* Where the City Council, after a recommendation from the Planning and Zoning Commission (Commission) or, in some circumstances described below, the Planning and Zoning Commission upon a good and sufficient showing by the owner, finds that undue hardship will result from strict compliance with a certain provision(s) of this Chapter, or where the purposes of these regulations may be served to a greater extent by an alternative proposal, the City Council may approve a variance from any portion of these regulations so that substantial justice may be done and the public interest is secured, provided that the variance shall not have the effect of nullifying the intent and purpose of these regulations, and further provided that the City Council shall not approve a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

(1) Granting the variance will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the variance will not prevent the orderly subdivision of other property in the vicinity;

(2) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property;

(3) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as

distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;

(4) The variance will not in any manner vary the provisions of the zoning ordinance or comprehensive plan or any other adopted plan(s) of the city; and

(5) An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein.

Such findings of the City Council, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the City Council meeting at which a variance is considered. A variance from any provision of this Chapter may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Economic hardship to the property owner or developer alone shall not be deemed to constitute undue hardship or otherwise justify a variance from the requirements of this Chapter.

If the suspension of any of the rules and regulations of this Chapter is sought, said variance request will usually and primarily be considered by the City Council. In the event, however, that a City Council meeting will not occur within the timelines required pursuant to Texas Local Government Code chapter 212, the City Manager or designee shall have the authority to send the variance request to the Planning and Zoning Commission for its approval or disapproval.

(b) *Conditions.* In approving a variance, the City Council may require such conditions as will, in its judgment, secure substantially the purposes described in section 65-2.

(c) *Procedures.* A petition for a variance shall be submitted in writing by the property owner to the Commission before or contemporaneously with the plat or replat submitted for the Commission's consideration. The application shall state fully the grounds for the variance, and all of the facts relied upon by the applicant. The Commission shall hold a hearing on the requested variance from this Chapter and after having heard from the applicant and all other interested persons the Commission shall forward a recommendation regarding the requested variance to the City Council, together with the Commission's recommendation regarding the plat or replat. The City Council shall similarly hold a hearing on the requested variance from this Chapter, and after public testimony and giving due consideration to the recommendation of the Commission, the City Council shall approve or disapprove the requested variance. The City Council shall

also approve or disapprove the subject plat or replat in accordance with this chapter and the laws of the state.

(d) The property owner or applicant of the tract of land under consideration who is aggrieved by the Planning and Zoning Commission's final disapproval of a plat under Texas Local Government Code § 212.0095 for which plat the Planning and Zoning Commission is the final decision maker may appeal such disapproval to the City Council within 21 days of the date that the decision to disapprove was made by the Planning and Zoning Commission. All requests for appeals must be made in writing, identify the specific basis for the appeal, and be submitted to the City Manager or designee. Any appeal to City Council under this provision shall not be considered a filing under Texas Local Government Code chapter 212, and thus shall not require Council action within 30 days or 15 days, respectively. The City Manager or designee shall prepare a report and place the plat on the agenda for consideration by the City Council."

Section 3. AMENDMENTS TO SECTION 65-10, "WAIVERS FROM DEVELOPMENT EXACTIONS"

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-10, "Waivers from Development Exactions," in its entirety and replacing said section with a new Section 65-10, "Waivers from Development Exactions," to read as follows:

"Sec. 65-10. – Waivers from Development Exactions.

(a) *Waivers from development exactions.* It is the City's intent that any required development exactions shall be roughly proportional to the impact that any proposed development or redevelopment creates on the city's infrastructure and resources. The property owner or applicant for plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a preliminary plat or final plat in accordance with the following procedures:

(1) *Petition for relief.* The property owner or applicant must submit a written petition for relief to the City Manager at least ten days prior to the Planning and Zoning Commission's consideration of a preliminary plat or final plat. The petition shall state the reasons for the waiver request and must indicate the dedication or construction requirements from which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission through its consideration of a preliminary plat or final plat. This petition must be submitted no later than ten days following the Commission's action.

(2) *Consideration of plat.* Upon filing an appeal, the City will re-evaluate the applicant's submittal to determine whether the subject plat application remains administratively complete. If the plat application has lost its status of being administratively complete, the City will postpone consideration of the plat application by the Planning and Zoning Commission pending preparation of the study required by subsection (a)(3).

(3) *Study requirements.* The City shall provide a study in support of the dedication or construction requirements. The petitioner may provide a study in support of the waiver request. The City's study shall include the following information:

a. Total capacity of the City's public infrastructure system or improvements to be dedicated to the City to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development.

b. Total capacity to be supplied to the City's infrastructure system by the proposed dedication of an interest in land or construction of capital improvements.

c. Comparison of the capacity of the City's public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the City's public facilities system from the entire development shall be considered.

d. The effect of any City participation in the costs of oversizing the capital improvements to be constructed.

(b) *City Engineer's recommendations.* The City Engineer shall evaluate the petition and any supporting study provided by the petitioner and make a recommendation to the Planning and Zoning Commission based upon the City's study, any submitted petitioner's study and his/her own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the petition.

(c) *Consideration of petition.* Based upon the petition, any study submitted by the petitioner and the City Engineer's recommendation, the Planning and Zoning Commission shall make a recommendation to the City Council as to

whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Commission, and subsequently the City Council in making its final decision, shall consider one of the following recommendations regarding the petition for relief:

- (1) Denial of the petition and imposition of the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this Chapter.
- (2) Granting of the petition and waiver in whole or in part regarding any dedication or construction requirement necessary to meet the criteria for approval.
- (3) Accepting alternative designs for the public infrastructure system or improvements to be dedicated to the City.
- (4) Delaying the imposition of the requirement until a future phase of development. If a delay is recommended, the future phase of development must be clearly defined.
- (5) Reduction in the applicant's cost of the dedication or construction requirement.

(d) *Criteria for approval.* The City Council shall will usually and primarily determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway or drainage system, and reasonably benefits the development. In the event, however, that a City Council meeting will not occur within the timelines required pursuant to Texas Local Government Code chapter 212, the City Manager shall have the authority to send the waiver request to the Planning and Zoning Commission for its approval or disapproval

(e) *Lapse of plat approval.* If relief is granted to the petitioner, it shall remain in effect for the time period specified in section 65-27 for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in section 65-27.

(f) *Plat modification.* If a plat for which relief was granted is modified to increase the number of residential units or the intensity of non-residential uses, the City Engineer may prepare a new study to validate the relief. The petitioner may file for relief, and the new application and study shall be submitted and processed in accordance with this section.

(g) *Effect on other ordinances.* No waiver granted pursuant to this Section shall waive any dimensional requirement of the City's Zoning Ordinance including but not limited to lot depth, lot width, lot area, lot coverage, setbacks, landscaping and buffers. Any waiver from the literal interpretation and application of the City's Zoning Ordinance shall be strictly governed by the City's Zoning Ordinance and state law. Additionally, a waiver granted pursuant to this Chapter shall not relieve the property owner from compliance with any other statute, ordinance, rule or regulation imposed by the city, county, state or federal government upon the development of the subject property.

Section 4. AMENDMENTS TO SECTION 65-11, "DEFINITIONS"

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by amending Section 65-11, "Definitions," in part, as follows:

- A. The definition of the phrase "City Council" is hereby deleted in its entirety and replaced with a new definition for such phrase that also includes the word "Council" to read as follows:

"City Council or Council means the duly elected governing body of the City of Farmersville, Texas."

- B. The definition of the phrase "City Manager" is hereby deleted in its entirety and replaced with a new definition for said phrase to read as follows:

"City Manager means the person holding the position of city manager, as appointed by the City Council, or their duly authorized representative."

- C. A definition for the phrase "Filing Date" is hereby added in alphabetical order to hereafter read as follows:

"Filing Date means the date on which the submittal is deemed administratively complete."

- D. The definition of the phrase "Preliminary Plat" is hereby deleted in its entirety and replaced with a new definition for that phrase to read as follows:

"Preliminary plat means the graphic expression of the proposed overall plan for subdividing, improving and developing a tract, showing in plan view the proposed street and lot layout, easements, dedications and other pertinent features, with such notations as are sufficient to substantially identify the general scope and detail of the proposed development, as well as its compliance with all requirements of the development codes of the city. Engineering plans for all public improvements shall be submitted along with

the preliminary plat. The preliminary plat is subject to approval by the Planning and Zoning Commission and City Council. This type of plat is required when property is being subdivided into more than four lots, a new public street is being created or when municipal infrastructure must be extended to serve any proposed lot.

E. The definition of the phrase "Public Improvements" is hereby deleted in its entirety and replaced with a new definition of the phrase "Public Improvements" that also includes "Public Facilities" and "Public Infrastructure" to read as follows:

"The phrases *public improvements* or *public facilities* or *public infrastructure* means facilities, infrastructure and other appurtenances, typically owned and maintained by the City, which serve a public purpose in providing a needed service or commodity, such as wastewater collection and treatment and water storage and distribution, and which protect the general health, safety, welfare and convenience of the City's citizens, including efficiency in traffic circulation and access for emergency services. Required public improvements or public facilities or public infrastructure may include, but shall not be limited to, street and alley paving, including any necessary median openings and left turn lanes on major thoroughfares; water lines and pumping stations; sanitary sewer lines and lift stations; storm drainage structures and storm water management devices; water quality and erosion controls; screening and retaining walls; fire lane paving and fire hydrants; landscaping, where such is used for required screening or other required landscaped area, and associated irrigation system; and any required public sidewalks, street lights and street name signs. The terms "public improvements" or "public facilities" or "public infrastructure" shall not include facilities or infrastructure of private providers of utility services other than water and wastewater, but shall be deemed to include facilities and infrastructure that the city would normally require of a development but which will be owned and maintained by an entity such as a homeowner's association, as in the case of private streets."

F. The definition of the phrase "Submission Date" is hereby deleted in its entirety.

Section 5. AMENDMENTS TO SECTION 65-22, "OFFICIAL SUBMISSION DATE AND COMPLETENESS OF APPLICATION"

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-22, "Official Submission Date and Completeness of Application Definitions," in its entirety and replacing said section with a new Section 65-22, entitled "Administratively Complete" to read as follows:

"Sec. 65-22. – Administratively complete application and submission dates.

(a) *Administratively Complete.* The filing date of a full and complete plat submittal ("plat application") is the date on which the application for a preliminary plat, final plat, development plat, replat, minor plat, minor replat, amending plat, or record plat is considered administratively complete. An application for a preliminary plat, final plat, development plat, replat, minor plat, minor replat, amending plat, conveyance plat or record plat shall be considered administratively complete when the correct application has been submitted together with the completed corresponding plat and all of the fully completed supporting documents and information, which documents and information are generally set out in the submittal checklist published by the City, necessary for the City Manager, City Secretary and/or City Engineer or their designee(s) to review the application for conformity with the requirements identified by and through the Code of Ordinances, City of Farmersville, Texas, and all applicable statutes, ordinances, rules and regulations of the State of Texas and the United States plus the payment of the full amount of the applicable application fees required for the processing of such application.

(b) *Rejection of incomplete plat applications.* Submitted plat applications not deemed to be administratively complete shall be returned to the applicant without any further action by the City. The fact that a City employee reviewed a plat application to determine whether it is administratively complete shall not be binding on the City as the official acceptance of the application for filing.

(c) *Disagreement regarding administrative completeness.* If an applicant disagrees with the City Manager or the City Engineer or their designee(s) that their plat application is not administratively complete, the applicant shall provide the City Manager with written notice of their challenge to administrative completeness, pay the applicable fees, and demand a technical review of the plat application with the understanding that the plat application will be reviewed in accordance with the requirements of Texas Local Government Code § 212.009, or any successor statute.

(d) *Right to refile application.* After it is determined that a plat application is not administratively complete and returned to the applicant, the applicant may make the changes to the defective plat application required to make it administratively complete and submit a new plat application.

(e) *Submission Dates.* An administratively complete application for approval of any plat shall be submitted to the City at least 16 calendar days

but no more than 30 calendar days, prior to the Commission meeting at which the applicant desires the plat to be considered.

(f) *Expiration of application.* An application for approval of a plat or plan for development shall be deemed to expire on the forty-fifth (45th) day after the application is submitted to the City for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this Ordinance as specified in the determination provided to the applicant. No vested rights accrue solely from the filing of a plat application that has expired pursuant to this section, or from the filing of a complete application that is subsequently denied."

Section 6. AMENDMENTS TO SECTION 65-23, "FEES, APPLICATION FORMS AND PROCEDURES."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-23, "Fees, Application Forms and Procedures," in its entirety and replacing said section with a new Section 65-23, entitled "Fees, Application Forms and Procedures" to read as follows:

"Sec. 65-23. – Fees, Application Forms and Procedures.

(a) *Fees, policies and procedures.* City Council shall establish a schedule of fees as required to recoup costs related to the administration of this Chapter. In addition to the requirements outlined herein for each type of development application, the City Manager is hereby authorized to maintain policies and procedures applicable to the submission and processing of applications including, but not limited to, application forms, compliance checklists, dedication language blocks for plats, tax certificate requirements and other similar items that must be used and submitted by the applicant(s).

(b) *Payment of fees.* All application fees as outlined in Appendix A (Master Fee Schedule) of the Farmersville Code, as may be amended from time to time, shall be paid prior to action being taken on the plat application. If any required fees are not paid as specified herein for any plat application such plat application shall be rejected as being an incomplete plat application and shall not be determined to be administratively complete until all such applicable application fees have been paid in full and the plat application has met all other requirements of this ordinance.

Section 7. AMENDMENTS TO SECTION 65-24, "SUBMISSION PROCEDURES AND CITY REVIEW PROCESS."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-24, "Submission

procedures and city review process," in its entirety and replacing said section with a new Section 65-23, entitled "Submission procedures and city review process" to read as follows:

"Sec. 65-24. – Submission procedures and city review process.

(a) *Pre-development meeting.* Prior to applying for a plat, the subdivider should consult with the City Manager and the City Engineer or their duly authorized representatives concerning the ultimate land use of the proposed development, the most advantageous subdivision plan, the suitability of the location of the proposed subdivision, the arrangement of streets, alleys, and lots, the layout of utility lines and availability of service from trunk mains and other regulations and policies of the City regarding development.

(b) *Submission Materials.*

(1) *Letter of intent.* The subdivider shall submit a letter to the City Manager showing his name and address and that of his land planner, engineering consultant and/or surveyor and stating his intent to subdivide a particular property, briefly describing the location, amount of land, particulars as to the intended use of the property and any variances, if requested. Such letter of intent shall be accompanied by a completed application for plat approval, the appropriate fee and drawings of the plat, as indicated herein.

(2) *Completed Application Form.* The application shall include a written application form that bears the signature(s) of the property owner(s) of the subject property, along with the appropriate submission fee, (inspection fees may be paid at the time the actual inspection is made of the project), copies of the plat in a size and format specified by the City, a copy of any applicable development agreement pertaining to the subject property (if any), and any other applicable information and materials required by the City. The City requires proof of land ownership prior to approval of any development application involving real property.

(3) *Tax Certificates and Proof of No Outstanding City Fees, Debts, Obligations or Assessments.* The application shall be accompanied by an original tax certificate from each taxing unit with jurisdiction of the real property indicating that no delinquent ad valorem taxes are owed on the subject property. Documentation shall also be included that shows there exists no delinquent assessments, fees, or other debts or obligations to the city and which are directly attributable to the subject property. It shall be the applicant's responsibility to provide evidence or proof that all taxes, assessments, debts or

obligations have been paid at the time of submission for any application for approval under this chapter.

(4) *Engineer's Summary Report.* The application shall also be accompanied by an engineer's summary report which describes, in as much detail as necessary, the following: the overall nature and scope of the proposed development including, but not limited to, the following: the current approved zoning of the property, proposed use(s) and acreage of each proposed use, minimum lot sizes, widths and depths, number of lots to be created, and special amenities or facilities that will be included in the development; how the property will be served with required utilities and services; how storm water drainage will be handled; and, an itemization and description of any variance or waiver from the provisions of this chapter that will be sought.

(5) *Approved Driveway Spacing, Utility Service Provider Letters and School District Letter.* If the proposed development will have access points onto a major thoroughfare, the application shall also include a letter from the appropriate governmental entity, such as TxDOT or Collin or Hunt Counties, acknowledging and approving proposed driveway locations and corresponding median openings and left turn lanes, if applicable. Letters shall also be provided, together with the application, from each of the applicable utility service providers for basic utility services specifically including water, wastewater, gas, electricity and solid waste, verifying their ability to provide an adequate level of service for the proposed development. If the proposed development is located in the ETJ and will have wastewater served by on-site septic facilities ("OSSF") or some other wastewater facility ("Alternate Wastewater Service") rather than being served by and through the City's underground sanitary sewer the applicant shall obtain approval of, and provide City with evidence of approval of the Alternate Wastewater Service from the appropriate governmental entity, such as the Texas Commission on Environmental Quality (TCEQ) or Collin or Hunt Counties before the plat application will be considered administratively complete. The application shall also be accompanied by a letter from the Farmersville Independent School District that addresses the district's ability to accommodate the additional number of school-age children that will be generated by the proposed development, and that expresses any desire the district may have to obtain a future school site within any portion of the subject property.

(6) *Size, Format and Scale.* All plat drawings and other corresponding plans and drawings, including engineering plans and landscape and screening plans, shall be submitted in a size, format

and engineering scale as approved by the City, and in a format that will be acceptable for eventual filing at Collin County or Hunt County. The City may deny a hearing and any approval if the applicant does not submit the complete information and fees required by this Chapter in a timely manner.

(7) It shall be a violation of this chapter for any person to knowingly or willfully misrepresent, or fail to include, any information required by this Chapter in any plat application or during any public hearing or meeting of the Planning and Zoning Commission or City Council. Such a violation shall constitute grounds for denial of the plat.

(8) *Request to Extend 30-Day Requirement.* After the plat has been scheduled on an agenda (or at any time prior), the applicant may request, in writing, an extension of the 30-day approval requirement specified in Texas Local Government Code § 212.009 for a period not to exceed 30 days , in order to allow more time to correct deficiencies, address concerns, or otherwise improve the plat pursuant to the City's regulations. A request to extend the 30-day time period an additional 30 days must be submitted to the Planning and Zoning Commission or the City Council as determined appropriate by the City Manager.

(9) *Simultaneous submission of plats.* In the event that an applicant submits preliminary and final plat applications simultaneously, as provided in section 65-29(d), the City Manager shall schedule both plat applications for action by the Commission within 30 calendar days of the plats being determined administratively complete, unless the applicant has voluntarily executed a written request for extension of the 30-day review period for one or both plats and the request is approved by the Commission or City Council. If the preliminary plat has not received approval prior to consideration of the final plat by the Commission, then the Commission shall approve with conditions or disapprove (deny) the final plat if not withdrawn by the applicant. The City Council shall take action on either one or both plat applications, as applicable, within 30 calendar days of the Commission's action. Affirmation of, or minor modifications to, the Commission's recommendation to approve the plat(s) with conditions shall require a simple majority vote of the Council members present and voting.

Section 8. AMENDMENTS TO SECTION 65-25, "ACTION BY THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-25, "Action by the

planning and zoning commission and city council," in its entirety and replacing said section with a new Section 65-25, entitled "Approval Process" to read as follows:

"Sec. 65-25. – Approval Process.

(a) At such time as the City Manager or the City Engineer, or their respective designee(s), determine that a plat application is administratively complete, City staff will begin its technical review of the plat application for the preliminary plat, final plat, development plat, replat, minor plat, minor replat, amending plat, or record plat (collectively "Plat"), and shall submit the plat application together with the Plat to the City Manager, the Planning and Zoning Commission or the City Council, as appropriate, together with the City Manager's recommendation regarding the plat application and Plat so as to allow the Planning and Zoning Commission or the City Council to approve, approve with conditions, or disapprove the plat application and affiliated plat within 30 days in accordance with Section 212.009(a) of the Texas Local Government Code, as amended.

(b) *Action on initial submittal.*

1. *By the City Manager.* In the event the City Manager conditionally approves an amended plat or minor plat or minor replat, the City Manager shall provide the applicant a written statement of the conditions for the conditional approval in accordance with Section 212.0091 of the Texas Local Government Code, as amended.

2. *By the Commission or Council.* In the event the Planning and Zoning Commission or City Council conditionally approves a plat or disapproves a plat, the Commission or Council shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval in accordance with Section 212.0091 of the Texas Local Government Code, as amended.

(a) *Action on written response remedying conditions/reasons for disapproval.* After the conditional approval of a plat or disapproval of a plat, an applicant may submit to the City a written response that satisfies each condition for the conditional approval or remedies each reason provided for the disapproval, in accordance with Section 212.0093 of the Texas Local Government Code, as amended.

1. *By the City Manager.* In the event the City receives such a response from an applicant regarding an amended plat or minor plat or minor replat, the City Manager shall determine whether to approve the applicant's previously conditionally approved amended plat or minor plat or minor replat not later than the 15th

day after the date the response was submitted, in accordance with Section 212.0095 of the Texas Local Government Code, as amended. If, however, the City Manager is unable to approve the same, the City Manager shall cause the applicant's previously conditionally approved amended plat or minor plat or minor replat to be considered and ruled upon by the Commission or Council either of which may also disapprove the applicant's previously conditionally approved amended plat or minor plat or minor replat not later than the 15th day after the date the response was submitted, in accordance with Section 212.0095 of the Texas Local Government Code, as amended.

2. *By the Commission or Council.* In the event the City receives such a response from an applicant, the Commission, or Council shall determine whether to approve the applicant's previously conditionally approved or disapproved plat not later than the 15th day after the date the response was submitted, in accordance with Section 212.0095 of the Texas Local Government Code, as amended. The commission or council may also disapprove the applicant's previously conditionally approved or disapproved plat not later than the 15th day after the date the response was submitted, in accordance with Section 212.0095 of the Texas Local Government Code, as amended."

Section 9. AMENDMENTS TO SECTION 65-26, "APPEALS."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-26, "Appeals," in its entirety and replacing said section with a new Section 65-26, entitled "Appeals" to read as follows:

"Sec. 65-26. – Appeals.

(a) *Reasons for disapproval.* If the Commission recommends disapproval (denial) of a plat application or denies a concept plan application, the Commission shall state such disapproval and the specific technical reasons therefore.

(b) *Process.* The property owner or applicant of the tract of land under consideration who is aggrieved by the Planning and Zoning Commission's final disapproval of a plat under Texas Local Government Code § 212.0095 for which plat the Planning and Zoning Commission is the final decision maker may appeal such disapproval to the City Council within 10 days of the date that the decision to disapprove was made by the Planning and Zoning Commission. All requests for appeals must be made in writing, identify the specific basis for the appeal, and be submitted to the City

Manager. Any appeal to City Council under this provision shall not be considered a filing under Texas Local Government Code chapter 212, and thus shall not require Council action within 30 days or 15 days, respectively. The City Manager or designee shall prepare a report and place the plat on the agenda for consideration by the City Council.

(c) *Action of City Council.* The Council may change the decision of the Commission by a three-fourths majority vote of the Council members present and voting. The Council may also, where appropriate, remand the plat back to the Commission for reconsideration if it believes that there is a compelling reason to do so, such as the introduction of significant new facts or testimony. The City Council shall be deemed to have concurred in the disapproval or denial of any plat application that is disapproved or denied by the Commission until such time as the City Council specifically overrules the Commission's decision as provided herein."

Section 10. AMENDMENTS TO SECTION 65-27, "LAPSE OF APPROVAL, REINSTATEMENT AND DORMANT PROJECTS."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by adding a new paragraph (b), entitled "Preliminary Plats," to read as follows, and re-lettering existing paragraphs (b) through (g) as paragraphs (c) through (h):

"(b) When a preliminary plat has been approved by the Commission or Council or is otherwise deemed approved, a final plat for all or a part of the area shall be submitted within six months thereafter; otherwise the approval shall terminate and shall be void. However, prior to the expiration of said approval, the time for filing of the application for the record plat may be extended at the written request of the subdivider. The first filing extension (not to exceed 90 days) may be granted by the City Manager or referred to the Planning and Zoning Commission or City Council. Any further requests for extensions shall be considered by the Planning and Zoning Commission or City Council.

If a preliminary plat expires, the general development plan and/or concept plan, if one was approved, that underlies and forms the basis for the preliminary plat shall also expire contemporaneously with the expiration of the preliminary plat.

Following the expiration of the preliminary plat, the subdivider at any time thereafter may submit a new general development plan and/or concept plan, if required, and/or preliminary plat for Commission or Council approval following the procedures and regulations then in effect."

Section 11. AMENDMENTS TO SECTION 65-29, "PRELIMINARY PLAT."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-29, "Preliminary Plat," in its entirety and replacing said section with a new Section 65-29, also entitled "Preliminary Plat," to read as follows:

"Sec. 65-29. – Preliminary Plat.

(a) *Purpose and applicability.* A preliminary plat allows the Commission and the City Council to evaluate the proposed plat for conformity with requirements and conditions identified at the time of concept plan approval and to evaluate construction plans for public improvements or to provide adequate security for construction of the same. A preliminary plat is required for all subdivisions prior to the construction of public improvements; however, the City Manager may allow an applicant to proceed to a final plat without filing of a preliminary plat based on the size and nature of the proposed development. If an applicant does not submit a preliminary plat, a facilities agreement in accordance with section 65-75 must be submitted and approved by the City Council to guarantee the installation of required public improvements.

(b) *Phasing.* The preliminary plat shall constitute only that portion of the approved concept plan which the applicant proposes to construct and record initially, provided however, that such portion conforms to all the requirements of this chapter and with any other applicable regulations and codes of the City.

(c) *Information required upon or with preliminary plat.* The proposed preliminary plat and associated engineering plans shall show the following information (detailed engineering information may be shown on a separate plan or document if approved by the City Engineer):

(1) A vicinity, or location, map that shows the location of the proposed preliminary plat within the City (or within its ETJ) and in relationship to existing roadways;

(2) Boundary lines, abstract or survey lines, corporate or other jurisdictional boundaries, existing or proposed highways and streets (including right-of-way widths), bearings and distances related to state plane coordinates and sufficient to locate the exact area proposed for the subdivision, and all survey monuments (identified and labeled; see section 65-43 for specifications); the length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves shall be indicated along the lines of each lot (curve and line data may be placed in a table format); accurate reference ties via courses and distances to at least one recognized

abstract or survey corner or existing subdivision corner shall be shown;

(3) The plat shall also include a note describing the corner tie as required above and further tie at least one corner of the subdivision that is being developed or redeveloped to the City's approved vertical control monumentation, the details of which monumentation are contained in appendix 1 attached hereto and incorporated herein by reference for all purposes allowed by law; the developer shall establish two permanent monuments per development (at points approved by the city engineer) that shall be tied to said vertical control monumentation; and, the boundary line description of the tract being subdivided shall close to an accuracy of one in 10,000;

(4) The name, location and recording information of all adjacent subdivisions (or property owners of adjacent un-platted property), including those located on the other sides of roads or creeks, shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets, alleys, building setbacks, lot and block numbering, easements, and other features that may influence the layout of development of the proposed subdivision; adjacent un-platted land shall show property lines, the names of owners of record, and the recording information;

(5) The location, widths and names of all streets, alleys and easements (the applicant must coordinate with appropriate utility entities for placement of necessary utility easements and for location of all streets and median openings on highways or arterial roadways), existing or proposed, within the subdivision limits and adjacent to the subdivision. A list of proposed street names shall be submitted for all new street names (street name approval is required at the time the preliminary plat is approved);

(6) The location of all existing property lines, existing lot and block numbers and date recorded, easements of record (with recording information), buildings, existing sewer or water mains, gas mains or other underground structures, or other existing features within the area proposed for subdivision;

(7) Proposed arrangement and square footage of lots (including lot and block numbers) and proposed use of same including:

(a) For nonresidential uses, the location and size of buildings (this information may be provided on a separate

sheet, such as on a voluntary concept plan or preliminary site plan (see the zoning ordinance); and,

(b) For single family residential developments, a separate table of all lots' sizes including the mean and median lot size (excluding common areas);

(8) A title block within the lower right hand corner of the plat (and engineering plans) which shows the title or name under which the proposed subdivision is to be recorded, the name and address of the property owner and the name of the land planner, licensed engineer or registered public surveyor who prepared the plat or plans, the scale of the plat, the date the plat was prepared, and the location of the property according to the abstract or survey records of Collin County or Hunt County, Texas. The subdivision name shall not duplicate (or phonetically replicate) the name of any other platted subdivision in the city or its ETJ unless required to identify separate phases of the development. The city may require a different subdivision name if there is potential for confusion by public safety officials or the general public;

(9) Sites, if any, to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities or amenities;

(10) Scale, date, north arrow oriented to the top or left side of the sheet, and other pertinent informational data;

(11) Contours with intervals of two feet or less shown for the area, with all elevations on the contour map referenced to the city's approved vertical control monumentation contained in appendix 1 or a subsequent control monument set as part of a development or re-development and approved for such use by the city engineer;

(12) Areas contributing drainage to the proposed subdivision shall be shown in the engineering plans; locations proposed for drainage discharge from the site shall be shown by directional arrows;

(13) All physical features of the property to be subdivided, including the location and size of all water courses, the 100-year flood plain according to Federal Emergency Management Agency (FEMA) information, any U.S. Army Corps of Engineers flowage easement requirements, ravines, bridges, culverts, existing structures, drainage area in acres of area draining into subdivisions, the outline of major wooded areas or the location of major trees, six inches in diameter and larger when measured four feet above ground level, and other features pertinent to the subdivision;

(14) Engineering plans of water and sewer lines and other infrastructure (including sizes) to be constructed in the subdivision; the proposed connections to distribution mains shall be indicated;

(15) Proposed phasing of the development; where a subdivision is proposed to occur in phases, the applicant, in conjunction with submission of the preliminary plat, shall provide a schedule of development; the dedication of rights-of-way for streets and street improvements, whether on-site or off-site, intended to serve each proposed phase of the subdivision; the City Council shall determine whether the proposed streets and street improvements are adequate pursuant to standards herein established, and may require that a traffic impact analysis be submitted for the entire project or for such phases as the City Council determines to be necessary to adjudge whether the subdivision will be served by adequate streets and thoroughfares;

(16) Proposed or existing zoning of the subject property and all adjacent properties, as well as a tabulation of site development information and the intended manner of compliance with the design standards of the zoning ordinance including the required points for optional standards.

(17) Minimum finished floor elevations of building foundations shall be shown for lots adjacent to a flood plain or within an area that may be susceptible to flooding;

(d) *Concurrent review.* The applicant may choose to submit a final plat for review concurrently with the preliminary plat. In such case, the city may schedule concurrent review of both plats, provided that all required information and other items are submitted for both plats, including full engineering plans and the appropriate assurances for the completion of all improvements, as per article VI, and provided that adequate review can be achieved by the city and commission.

(e) *Standards for Approval.* The City Manager shall be furnished with a drawing of the preliminary plat together with the number of copies of the plan deemed necessary by the City to complete the required reviews or staff reports, and any necessary supporting documents describing the type of development, provision of services, development procedure and timing, and engineering studies. No plat shall be considered submitted or filed with the City until it is determined to be administratively complete by the City.

No preliminary plat shall be recommended for approval by the Commission or approved by the City Council unless the following standards have been met:

(1) The plat substantially conforms with the approved concept plan, or other studies and plans approved by the city, as applicable;

(2) The layouts and engineering plans for required public improvements and city utilities have been submitted by the applicant for approval by the city engineer (whether specifically stated or not, preliminary plat approval shall always be subject to any additions or alterations to the engineering plans as deemed necessary by the engineer, as needed, to ensure the safe, efficient and proper construction of public improvements within the subdivision); and

(3) The plat conforms to applicable zoning (if situated within the City's corporate limits) and all other pertinent development regulations and the requirements of state and federal law.

(f) *Effect of approval.* Approval of a preliminary plat by the city council shall be deemed general approval of the street and lot layout shown on the preliminary plat (approval for construction of the necessary streets, water lines, sewer lines, and other required improvements and utilities shall be authorized only through the city engineer's approval of the engineering plans), and to the preparation of the final plat. Except as provided for herein, approval of the preliminary plat shall constitute conditional approval of the final plat when all conditions of approval and when all procedural requirements set forth in this chapter have been met.

(g) *Engineering plans.* Along with the preliminary plat application, the applicant shall submit complete engineering plans for streets, alleys, storm sewers and drainage structures, water and sanitary sewer facilities, screening and retaining walls, landscaping and irrigation, and any other required public improvements for the area covered by the preliminary plat. The engineering plans shall also contain any plans deemed necessary to show or document compliance with the city's ordinances pertaining to non-point source pollution control, on-site sewage facility rules, and any other applicable codes and ordinances of the city that are related to development of a land parcel. Cost estimates shall also be submitted with the engineering plans. A complete sets of engineering plans shall include the following plans or sheets (generally in this order), as well as any additional plans or sheets deemed necessary and requested by the city engineer:

(1) Cover or title sheet — Preliminary plat.

(2) Final site plan (for nonresidential and multi-family projects only - See the zoning ordinance for specific requirements and approval procedures) — Existing conditions plan, which shows existing topography, vegetation, tree inventory, existing natural and man-made physical features, etc. — Grading, erosion control, and water quality control plans — Paving and storm drainage plans — Utility plans for water, sanitary sewer, etc. — Traffic control plans (if necessary) — Screening and retaining wall plans — Landscaping and irrigation plans.

The city engineer shall review, or cause to be reviewed, the plans and specifications and if approved, shall mark them approved and shall return one set to the applicant. If not approved, one set shall be marked with the objections noted and returned to the applicant for correction, whereupon the applicants engineer shall correct the plans as requested and shall resubmit the corrected plans back to the city engineer for re-review.

The applicant shall have engineering plans prepared by or under the direct supervision of a professional engineer licensed in the state, as required by state law governing such professions and in accordance with this chapter and the city's design manuals and standard construction details. All engineering plans submitted for city review shall be dated and shall bear the responsible engineer's registration number, his or her designation of "professional engineer" or "P.E.", and the engineers seal and signature. The city engineer shall approve engineering plans when such plans meet all of the requirements of this chapter and the design manuals and standard construction details.

Engineering plans shall be in conformance with the design manuals and standard construction details and with the requirements set forth herein. Engineering plans showing paving and design details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers, sidewalks, screening and retaining walls, landscape and irrigation plans (if appropriate), and other engineering details of the proposed subdivision shall be prepared at a legible scale and shall be submitted to the city engineer (or designee) along with a copy of the preliminary plat of the subdivision.

As part of the engineering plans, a drainage plan showing how the drainage of each lot relates to the overall drainage plan for the plat under consideration shall be submitted. The drainage plan shall be made available to each builder within the proposed subdivision and all builders shall comply with the drainage plan.

Once the engineering plans are approved by the city engineer, the property owner shall provide additional sets of the approved plans as

required by the city engineer, for use during construction. A full set of the city-approved engineering plans must be available for inspection on the job site at all times.

(h) *Additional Studies and/or Technical Analyses.* It is generally understood and accepted that additional studies or analyses may be necessary prior to the consideration of a plat, as determined by the City Engineer. This may include, but not be limited to flood studies, drainage analyses, and/or traffic impact analyses, the results of which may have significant impacts regarding the final layout of the plat. As a result, said studies and technical analyses shall be submitted and approved prior to the submittal of a plat.

(i) *Utility company review.* The applicant shall also provide copies of letters from applicable local utility companies stating that each utility company has reviewed the preliminary plat and stating any requirements, including easements, they may have. This requirement may be deferred until the time of final plat submittal by the city engineer.

(j) *Timing of public improvements.*

(1) Public improvements shall be installed and accepted by the city following approval of the preliminary plat and release of construction by the city engineer. However, the city engineer may permit all or some of the public improvements to be installed, offered for dedication, or accepted by the city after approval of the final plat by the city council if there exists a compelling reason that is consistent with the public health, safety or welfare to do so (also see article V).

(2) The city council may permit or require the deferral of the construction of public improvements if, in its judgment, deferring the construction would not result in any harm to the public or would offer significant advantage in coordinating the site's development with adjacent properties and off-site public improvements. The deferred construction of any required public improvement(s) must be approved by the city council at the time of final plat approval, and the necessary assurances for completion of the improvements, in accordance with article V, shall be a stipulation, or condition, of approval of the preliminary or final plat.

(3) If the city council does not require that all public improvements be installed, offered for dedication, or accepted by the city prior to approval of the final plat, the applicant shall provide assurances or security for the completion of the improvements or escrowed funds, as provided in article V and article VI.

(k) *Revisions to approved preliminary plat.* Minor revisions to the preliminary plat may be needed before the final plat can be filed of record. Such minor revisions as slight enlargement or shifting of easements or lot lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc. may occur on the final plat without having to re-approve the preliminary plat. Major revisions, such as reconfiguration of lot lines or easements, relocation of driveways or access easements or fire lanes, any modification to the perimeter or boundary of the property, and relocation, addition or deletion of any public improvement (including corresponding easements), shall necessitate re-submission and re-approval of the plat as a revised preliminary plat. The procedures for such re-approval shall be the same as for a preliminary plat, and such re-approval may constitute a new project thus necessitating submission of a new application form, payment of new fees, and other requirements."

Section 12. AMENDMENTS TO SECTION 65-30, "FINAL PLAT."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-30, "Final Plat," in its entirety and replacing said section with a new Section 65-30, also entitled "Final Plat," to read as follows:

"Sec. 65-30. – Final Plat.

(a) Subsequent to a preliminary plat being approved by the Commission and/or Council as provided in this chapter, the subdivider may submit a final plat for all or a portion of the area reflected on the approved preliminary plat for approval.

(b) *Purpose and applicability.* The purpose of a final plat is to record the subdivision of property including the accurate description of blocks, rights-of-way, easements, building lines and street names. A final plat shall be required for all subdivisions of property and the recording of single lots in accordance with section 65-4. The final plat shall conform to the preliminary plat, as approved, and shall incorporate all applicable conditions, changes, directions and additions imposed by the planning and zoning commission and city council upon the preliminary plat. The final plat shall not be submitted prior to approval of the preliminary plat (see section 65-29(d) for exception). No plat shall be considered submitted or filed with the City until it is determined to be administratively complete by the City.

(c) *Information required on a final plat.* The final plat shall contain all information that is required for a preliminary plat except that physical features of or on the land, such as topography, buildings, structures, water

bodies and tree cover, shall not be shown on the final plat. The final plat shall also provide a place for the county clerk of the respective county to stamp the date and location where the plat will be filed (i.e., volume or cabinet _____, page or slide _____) in the lower right-hand corner of the plat drawing, and conform to the standards of Collin County or Hunt County for filing of plats.

(d) *Dedication and easement language.* The final plat shall include formal irrevocable offers of dedication to the public of all streets local government uses, utilities, parks and easements, in a form approved by the city attorney. The plat shall include any other applicable language, such as for drainage, floodway or other special types of easements, or such as for a private street subdivision, as deemed appropriate and necessary by the city manager to protect the public health, safety and welfare.

(e) Additional plans and exhibits required.

(1) A plan at the same scale as the plat showing the proposed layout, lot numbers, setback lines, and any existing or proposed easements and rights-of-way for single family and duplex residential subdivisions;

(2) An exhibit showing the entire proposed subdivision layout on a single page will be required if a multiple page record plat is submitted; and

(3) Any study or analysis detailing drainage, flood, traffic, or other miscellaneous impacts deemed necessary by the City Engineer shall be submitted and approved prior to the submittal of a record plat.

(f) *Certificates required.* The following certificates shall be included:

(1) Certification by a public surveyor registered in the state, that the plat represents a survey made by him or under their direct supervision, and that all the monuments shown thereon actually exist, and that their location, size and material are correctly shown;

(2) A certificate of ownership and dedication, on a form approved by the City Manager or designee, of all streets, alleys, parks, open spaces and public ways to public use forever, signed and acknowledged before a notary public by the owner and any and all lienholders of the land, and a complete and accurate description of the land subdivided and dedications made;

(3) An original certificate, signed by the county tax assessor-collector, stating that all taxes and assessments then due and payable on the land contained within the subdivision have been paid;

(4) *Approval certificate.*

a. The following certificate shall be placed on the plat in a manner that will allow the completion of the certificate by the proper party:

Approved

Presiding Officer
City of Farmersville, Texas

Date

Attest

Board, Commission or City Secretary
City of Farmersville, Texas

Date

b. The presiding officer identified on the certificate shall be determined as indicated below:

i. For plats requiring administrative staff approval, the City Manager shall be the presiding officer and the City Secretary shall be the attesting signatory.

ii. For plats requiring Planning and Zoning Commission approval, the chairman of the Commission shall be the presiding officer. However, if the vice-chair presides over a meeting where a plat is approved, the vice-chair shall be authorized to serve as the presiding officer. The Planning and Zoning Commission secretary shall be the attesting signatory.

iii. For plats requiring City Council approval, the mayor, or mayor pro-tem in the mayor's absence,

shall be the presiding officer and the City Secretary
shall be the attesting signatory.

(g) The subdivider shall place the following notation on each page of a final plat containing land that is situated within the corporate limits of the City:

1. All proposed lots situated in whole or in part within the city's corporate limits comply with the minimum size requirements of the governing zoning district and the requirements of the subdivision ordinance.

(h) The subdivider shall place the following notation on each page of a record plat containing land that is situated outside the city's corporate limits and within the extraterritorial jurisdiction of the city:

1. All proposed lots situated entirely outside the city's corporate limits and within the city's extraterritorial jurisdiction comply with the requirements of the subdivision ordinance.

(i) The subdivider shall place an owner's dedication certificate in the format approved by the City Engineer on at least one page of the record plat.

(j) *Standards for approval.* No final plat shall be reviewed by the planning and zoning commission or approved by the city council unless the following standards have been met:

(1) The plat substantially conforms to the approved preliminary plat and other studies and plans, as applicable;

(2) The construction and installation of required public improvements and city utilities has been completed and the improvements have been accepted by the city as conforming to the city's regulations and design standards (or the proper assurances for construction of the improvements have been submitted and approved by the city, per article V); and

(3) The plat conforms to applicable zoning, subdivision and other development related regulations, including the city's non-point source pollution control ordinance (article 11.100 of the Code of Ordinances, as amended), on-site sewage facility rules (as applicable; article 11.200 of the Code of Ordinances, as amended), and any other applicable codes or ordinances of the city that are related to development of a land parcel.

(k) *Acceptance of improvements.* When all of the improvements are found to be constructed and completed in accordance with the approved plans and specifications and with the city's standards, and upon receipt by the city of a maintenance bond or certificate of deposit in accordance with article V from each contractor, "As Built" plans, in the quantity and format required by the city, shall be submitted with a letter stating the contractor's compliance with this chapter. After such letter is received, the city engineer shall receive and accept for the city the title, use and maintenance of the improvements according to section 65-78. The approved final plat shall not be filed with the county prior to receipt of the above letter and other items, nor prior to acceptance of the improvements by the city.

(l) *Certificate of compliance.* Upon final approval of a final plat required by these regulations, the city council shall issue to the person applying for approval a certificate stating that the final plat has been approved by the council. For purposes of this section, final approval shall not occur until all conditions of approval have been met.

(m) *Effect of approval.* Approval of a final plat authorizes the property owner, upon fulfillment of all requirements and conditions of approval and upon completion of construction of all required improvements (or submission of the proper assurances for construction of same, per article V) to submit the required documents, in a format acceptable to the county clerk, of the plat for filing with Collin or Hunt County. Lots may be sold only when the final plat has been approved by the city council and the plat has been filed. No conveyance or sale of any portion or lot of the property may occur until after the final plat is approved by the city council and filed with the appropriate county.

(n) *Filing of plat.* Subsequent to acceptance of public improvements by the city engineer, the applicant shall return copies of the final plat and a digital plat file, with any other required documents and necessary fees as specified by the city, to the city manager. All necessary filing materials shall bear original signatures and seals. No plat or replat of a subdivision of real property shall be filed for record or have recorded in the county clerk's office a plat or replat unless the plat or replat has attached to it an original tax certificate from each taxing unit with jurisdiction of the real property indicating that no delinquent ad valorem taxes are owed on the real property. The city manager shall secure the signatures of city authorities, and return the signed original plats to the applicant within 30 days of receipt. The applicant shall file the final plat at the office of the county clerk of Collin County or Hunt County within 30 calendar days following signature by the city. The applicant shall return to the city manager both mylar and paper copies in the quantity and format specified by the city."

Section 13. AMENDMENTS TO SECTION 65-32, "REPLATTING."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-32, "Replatting," in its entirety and replacing said section with a new Section 65-32, also entitled "Replatting," to read as follows:

"Sec. 65-32. – Replatting.

(a) *Replat required.* Unless otherwise expressly provided for herein, a property owner who proposes to replat all or any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the final platting of land by this chapter. All improvements shall be constructed in accordance with the same requirements as for a preliminary or final plat, as provided herein. The City Manager may waive or modify minor requirements for a preliminary replat under certain circumstances where the proposed replat does not involve a large parcel of land or an existing structure or business on the subject property, and where the proposed plat revisions are relatively simple in nature. A public hearing must be conducted by the planning and zoning commission and city council prior to consideration and action on a replat. No replat shall be considered submitted or filed with the City until it is determined to be administratively complete by the City.

(b) *Replatting without vacating preceding plat.* A replat of a subdivision or portion of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) Is signed and acknowledged by only the owners of the property being replatted;
- (2) Is approved by the planning and zoning commission and/or the city council as required by this Chapter 65; and
- (3) Does not attempt to amend or remove any covenants or restrictions imposed on the property in question.

(c) *Additional requirements for certain replats.* In addition to compliance with subsection (b), a replat without vacating the preceding plat must conform to the requirements of this section if:

- (1) During the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or

- (2) Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.

If a proposed replat described by this subsection (c) requires a variance or an exception from any of the requirements of this Chapter 65, a public hearing must be held by the Commission and/or the City Council with notice of the public hearing being given before the 15th day before the date of the hearing by:

- (1) Publication in the city's officially designated newspaper or a newspaper of general circulation in Collin County; and

- (2) By written notice, with a copy of subsection (c)(3) attached, forwarded by the City to the owners of lots within the original subdivision that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision with the extraterritorial jurisdiction of the city, the most recently approved county tax roll of the property upon which the replat is requested. The notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

- (3) If the proposed replat requires a variance, as defined in section 65-9, and is protested in accordance with this provision the approval of the proposed replat will require the affirmative vote of at least three-fourths of the members present of the Commission or the City Council, or both. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the city prior to action by the Planning and Zoning Commission or the City Council, or both prior to the close of the public hearing. In computing the percentage of land area subject to the 20 percent rule described above, the area of streets and alleys shall be included. Compliance with this provision is not required if the area sought to be replatted was designated for other than single or duplex family residential use by notation on the last legally recorded plat or in the last legally recorded restrictions applicable to the plat.

If a proposed replat described by this subsection (c) does not require a variance or an exception from any of the requirements of this Chapter 65, and is approved by the Council or Commission, the City will deliver a written notice by mail regarding the approval of the replat no later than the 15th day after the date the replat is approved to each owner of a lot in the original subdivision that is within 200 feet of the lots that were replatted according to the most recent city tax roll. The notice will also include the zoning

designation of the property after the replat as well as a telephone number and email address for the City that an owner of a lot may use to contact the City about the replat.

(d) *Addition or deletion of lots.* Any replat which adds or deletes lots must include the original subdivision and lot boundaries. If a replat is submitted for only a portion of a previously platted subdivision, the replat must reference the previous subdivision name and recording information, and must state on the replat the specific lots sought to be changed.

(e) *Additional requirements.*

(1) If the previous plat is vacated as prescribed in V.T.C.A., Local Government Code § 212.013, as amended, a public hearing is not required for a replat of the area vacated.

(2) The replat of the subdivision shall meet all the requirements for a final plat for a new subdivision that may be pertinent, as provided for herein.

(3) The title shall identify the document as a final plat of the _____ addition, block _____, lot(s) _____, being a replat of block _____, lot(s) _____ of the _____ addition, an addition to the city, as recorded in volume/cabinet _____, page/slide _____ of the records of (the appropriate) county of record.

(4) An application submittal for a replat shall be the same as for a final plat, and shall be accompanied by the required number of copies of the plat, a completed application form, the required submission fee, and a certificate showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property in accordance with section 65-24(a).

(5) The replat shall be filed at the county in the same manner as prescribed for a final plat, and approval of a replat shall expire if all filing materials are not submitted to the city, and if the replat is not filed at the county within the time periods specified for a final plat.

Section 14. AMENDMENTS TO SECTION 65-33, "AMENDED PLATS."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-33, "Amended Plats," in its entirety and replacing said section with a new Section 65-33, also entitled "Amended Plats," to read as follows:

"Sec. 65-33. – Amended Plats.

(a) No plat shall be considered submitted or filed with the City until it is determined to be administratively complete by the City. An amended plat shall meet all of the informational and procedural requirements set forth for a final plat, and shall be accompanied by the required number of copies of the plat, a completed application form, the required submission fee, and a certificate showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property in accordance with section 65-24(a).

(b) The city manager may approve an amending plat, which may be recorded and is controlling over the preceding or final plat without vacation of that plat, if the amending plat is signed by the applicants only and if the amending plat is solely for one or more of the following purposes:

(1) Correct an error in a course or distance shown on the preceding plat;

(2) Add a course or distance that was omitted on the preceding plat;

(3) Correct an error in a real property description shown on the preceding plat;

(4) Indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;

(5) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;

(6) Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;

(7) Correct an error in courses and distances of lot lines between two adjacent lots if:

a. Both lot owners join in the application for amending the plat;

b. Neither lot is abolished;

- c. The amendment does not attempt to remove recorded covenants or restrictions; and
 - d. The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
- (8) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
- (9) Relocate one or more lot lines between one or more adjacent lots if:
 - a. The owners of all those lots join in the application for amending the plat;
 - b. The amendment does not attempt to remove recorded covenants or restrictions; and
 - c. The amendment does not increase the number of lots;
- (10) To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
 - a. The changes do not affect applicable zoning and other regulations of the City;
 - b. The changes do not attempt to amend or remove any covenants or restrictions; and
 - c. The area covered by the changes is located in an area that the city council has approved, after a public hearing, as a residential improvement area;
- (11) Replat one or more lots fronting on an existing street if:
 - a. The owners of all those lots join in the application for amending the plat;
 - b. The amendment does not attempt to remove recorded covenants or restrictions; and
 - c. The amendment does not increase the number of lots; and

d. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

(c) The city manager may, at his or her discretion and for any reason, elect to present the amending plat to the planning and zoning commission and city council for consideration and approval, approval with conditions, or disapproval in accordance with the provisions of section 65-25. The city manager is not authorized to disapprove an amending plat and shall refer any amending plat which the city manager refuses to approve to the commission and the city council for approval, approval with conditions, or disapproval within the time period required by state law.

(d) Notice, a public hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

(e) The amended plat shall be entitled and clearly state that it is an "amended plat." It shall also state the specific lots affected or changed as a result of the amended plat, and shall include the original subdivision plat boundary. All references to "final plat" or "replat" shall be removed.

(f) Other than noted above, the procedure for approval of plat amendment(s) shall be the same as in section 65-32.

(g) The amending plat shall be filed at the county in the same manner as prescribed for a final plat, and approval of an amending plat shall expire if all filing materials are not submitted to the city secretary, and if the plat is not filed at the county within the time periods specified for a final plat.

Section 15. AMENDMENTS TO SECTION 65-34, "MINOR PLATS."

From and after the effective date of this Ordinance, Chapter 65, "Subdivisions," of the Farmersville Code, is hereby amended by deleting Section 65-34, "Minor Plats," in its entirety and replacing said section with a new Section 65-34, also entitled "Minor Plats," to read as follows:

"Sec. 65-34. – Minor Plats.

(a) A minor plat will be approved, approved with conditions, or disapproved in accordance with the provisions of sections 65-24 and 65-25 except as such process is modified herein-below.

(b) *General requirements.* A minor plat shall meet all of the informational and procedural requirements set forth for a final plat, and shall be accompanied by the required number of copies of the plat, a completed

application form, the required submission fee, and a certificate showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property in accordance with section 65-24. No minor plat shall be considered submitted or filed with the city until it is determined to be administratively complete by the city.

(c) *Applicability.* An application for approval of a minor plat may be filed only in accordance with state law, when all of the following circumstances apply:

- (1) The proposed division results in four or fewer lots;
- (2) All lots front onto an existing public street and the construction or extension of a street is not required to meet the requirements of this chapter; and
- (3) Except for right-of-way and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

(d) *Additional requirements.* Private wells and private wastewater treatment facilities shall be considered adequate when existing public water and wastewater lines are not within 500 feet of the proposed lots.

(e) *City manager action.* The city manager may approve a minor plat involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities, or may, for any reason, elect to present the minor plat to the planning and zoning commission and city council for consideration and approval, approval with conditions, or disapproval in accordance with the provisions of section 65-25. The city manager is not authorized to disapprove a minor plat and shall refer any minor plat which the city manager refuses to approve to the planning and zoning commission and/or city council for consideration and approval, approval with conditions, or disapproval in accordance with the provisions of section 65-25 within the time period required by state law.

(f) *Title.* The minor plat shall be entitled and clearly state that it is a "minor plat."

(g) *Filing of minor plat.* The minor plat shall be filed at the county in the same manner as prescribed for a final plat, and approval of a minor plat shall expire if all filing materials are not submitted to the city and if the plat is not filed at the county within the time periods specified for a final plat.

Section 16. REPEALER CLAUSE

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

Section 17. SEVERABILITY CLAUSE

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

Section 18. RESERVATION OF EXISTING RIGHTS AND REMEDIES

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

Section 19. IMMUNITY

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

Section 20. INJUNCTIONS

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

Section 21. PENALTY

Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$ 2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 22. PUBLICATION

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

Section 23. ENGROSSMENT AND ENROLLMENT

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

Section 24. SAVINGS

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

Section 25. EFFECTIVE DATE

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

PASSED on first reading and only reading on the 26th day of November, 2019 at a properly noticed meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

CITY OF FARMERSVILLE, TEXAS

JACK RANDALL RICE
Mayor

ATTEST:

SANDRA GREEN
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

VII. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VII.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2019-1210-001 regarding Food Establishment Rules.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	O-2019-1210-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
ORDINANCE # O-2019-1210-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS BY AMENDING CHAPTER 32, "HEALTH AND SANITATION," OF THE CITY'S CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE II TO BE TITLED "FOOD ESTABLISHMENT REGULATIONS"; ADOPTING THE CURRENT TEXAS FOOD ESTABLISHMENT RULES; REQUIRING CERTAIN PERMITS FOR FOOD ESTABLISHMENTS; REQUIRING INSPECTIONS OF FOOD ESTABLISHMENTS; REQUIRING COMPETENCY OF INSPECTORS; ADOPTING CERTIFIED FOOD PROTECTION MANAGER AND FOOD HANDLER REQUIREMENTS; ADOPTING EMPLOYEE HEALTH REQUIREMENTS; REQUIRING TIME/TEMPERATURE CONTROL FOR SAFETY REQUIREMENTS; ADOPTING HAIR RESTRAINTS REQUIREMENTS; ADOPTING PHYSICAL FACILITIES REQUIREMENTS; ADOPTING REQUIREMENTS FOR OUTDOOR AREAS; PROVIDING FOR SUSPENSION OF A FOOD ESTABLISHMENT PERMIT; PROVIDING FOR THE REVOCATION OF A FOOD ESTABLISHMENT PERMIT; PROVIDING FOR THE EXAMINATION AND CONDEMNATION OF FOOD; PROVIDING FOR HEARINGS; PROVIDING FOR NOTICE OF HEARINGS; PROVIDING FOR A FEE SCHEDULE; AMENDING APPENDIX A, "MASTER FEE SCHEDULE"; REPEALING ALL CONFLICTING ORDINANCES; RESERVING ALL EXISTING RIGHTS AND REMEDIES; PROVIDING FOR IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City adopted the Code of Ordinances, City of Farmersville, Texas ("Farmersville Code"), for the protection of the public health and general welfare of the people of the City; and

WHEREAS, the State of Texas has adopted new rules and regulations relating to food service and food establishments; and

WHEREAS, the City Council of the City of Farmersville (the "City Council") desires to make such food service regulations a part of the Farmersville Code; and

WHEREAS, the City Council finds and determines that it is in the best interest of the public health, safety and general welfare of the citizens of Farmersville, Texas, to amend Chapter 32, "Health And Sanitation," of the Farmersville Code to adopt a new Article II to be titled "Food Establishment Regulations," as provided herein below to conform to such new state legislation.

WHEREAS, the City Council of the City of Farmersville believes that the adoption of such regulations will safeguard the public health and provide consumers food that is safe to eat.

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. AMENDMENT OF CHAPTER 32, "HEALTH AND SANITATION", BY ADOPTING A NEW ARTICLE II, TITLED "FOOD ESTABLISHMENT REGULATIONS"

From and after the effective date of this Ordinance, Chapter 32 of the City of Farmersville Code of Ordinance, is hereby amended by adopting a new Article II, titled "Food Establishment Regulations," to read as follows:

"Article II. -- FOOD ESTABLISHMENT REGULATIONS

Sec. 32-22. - Adoption of state rules on food service sanitation.

The City of Farmersville hereby adopts by reference the provisions of Chapters 437 and 438 of the Texas Health and Safety Code, the current Texas Food Establishment Rules ("TFER") set forth in 25 Texas Administrative Code Chapter 228, as amended, and Subchapters (U) and (Z) of 25 Texas Administrative Code Chapter 229, as amended, which establish regulations, permitting fees and inspection fees regarding food, food establishments, mobile food units, food trucks and temporary food establishments, save and except the deletions and additions set forth below (collectively the "State Law Food Establishment Requirements"). The State Law Food Establishment Requirements are made part of this Ordinance as if fully set forth herein. Copies of the TFER are on file in the Office of the City Secretary, being marked and designated as the TFER, published by the Texas Department of State Health Services.

Sec. 32-23. - Definitions.

For the purpose of this Chapter, the following terms shall have the meaning given below:

- (a) **Approved.** Acceptable to the Regulatory Authority, as hereinafter defined, based on a determination of conformity with principles, practices, and generally recognized standards that protect public health.
- (b) **Authorized Representative.** The City of Farmersville City Manager, or his/her authorized designee.
- (c) **Central Preparation Facility.** A facility used in conjunction with a Mobile Food Unit in which:
 - (1) food is prepared, stored, and/or wrapped;
 - (2) fresh water and ice are supplied;
 - (3) the Mobile Food Unit's waste water is emptied into a proper waste disposal system; and/or
 - (4) the Mobile Food Unit is cleaned, including washing, rinsing, and sanitizing of those food-contact surfaces or items not capable of being immersed in a utensil-washing sink located in the Mobile Food Unit.
- (d) **Concession Stand.** A Food Establishment operated on a seasonal basis for the purpose of providing food at sporting events associated with an Independent School District, City of Farmersville, Privately Owned School, University, or Community College.
- (e) **Conditional Employee.** A potential Food Employee to whom a job offer is made, conditional upon responses to subsequent medical questions or examinations designed to identify potential Food Employees who may be suffering from a disease that can be transmitted through food and done in compliance with Title 1 of the Americans with Disabilities Act (ADA) of 1990.
- (f) **County.** Collin County, Texas or its authorized designee.
- (g) **Food.** A raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, to also specifically include chewing gum.

- (h) **Food Employee.** An individual working with unpackaged food, food equipment or utensils, or food-contact surfaces.
- (i) **Food Establishment.** An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption.
- (j) **Food Establishment – Grocery.** Any retail food establishment that sells fresh produce, fresh meats, or fresh seafood for either on-premise or off-premise consumption.
- (k) **Food Establishment – Restaurant.** A retail food establishment that prepares and/or sells food for either on-premise or off-premise consumption.
- (l) **Food Establishment – Convenience.** A retail food establishment that sells a limited selection of foods, not to include fresh produce, fresh meats, or fresh seafood, exclusively for off-premise consumption. Any food establishment with a seating area accessible to the general public that contains at least one table and/or one chair is presumed to prepare foods for on-premise consumption.
- (m) **Food Establishment – To-Go.** A retail food establishment that prepares and/or sells food exclusively for off-premise consumption. Any food establishment with a seating area accessible to the general public that contains at least one table and/or one chair is presumed to prepare foods for on-premise consumption.
- (n) **Imminent Health Hazard.** A significant threat or danger to health due to a practice, circumstance, or event which creates a situation that would likely lead to injury or a food borne illness, as determined by the Regulatory Authority, as hereinafter defined. Imminent Health Hazards include but are not limited to: lack of hot water, no electrical power, sewage back up, no water service, rodent or insect infestation as determined by the Regulatory Authority, or a Food Establishment receives more than 30 demerits during an inspection.
- (o) **Inspector.** A person conducting inspections of Food Establishments as a representative of the Regulatory Authority, as defined herein.
- (p) **Mobile Food Unit.** A vehicle mounted, self-propelled, self-contained Food Establishment, designed to be readily moveable and used to store, prepare, display, serve or sell food. Mobile Food Units must completely maintain their mobility at all times. Unless otherwise provided, a Mobile Food Unit does not mean a stand, booth, push cart, or trailer.

- (q) **Person in Charge (PIC).** The person present at a Food Establishment at the time of the inspection who is responsible for the Food Establishment's operations.
- (r) **Private Event.** An event at which food and/or beverages are offered to participants and that is held on publicly or privately owned premises that is not available for use by the general public and where entry to the event is governed by regulations or invitation, or where food and/or beverages are offered, sampled, sold or given only to event volunteers or event staff.
- (s) **Regulatory Authority.** The City of Farmersville or its authorized designee.
- (t) **Temporary Food Establishment.** A Food Establishment operated for a temporary event not to exceed fourteen (14) consecutive days.
- (u) **Time as a Public Health Control.** Using time only to monitor food instead of temperature.
- (v) **Time/Temperature Controlled for Safety (TCS) food.** A food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 32-24. - Regulations, permits, and preoperational inspections.

- (a) It shall be unlawful for any person to operate a Food Establishment within the corporate limits of Farmersville without having been issued a valid food establishment permit, the fee for which is based on the type of Food Establishment being operated, as set forth in Appendix A of the Farmersville Code A in addition to any other permit or inspection fee required by Collin County and/or Texas law. Only a person who complies with the requirements in this Article shall be entitled to receive or retain a permit, and notwithstanding the fact that all inspections necessary for obtaining a food establishment permit have been completed, such permit shall not be issued until after the building or suite in which the establishment is to be located has been issued a certificate of occupancy by the city. Permits are not transferable from one person, place or entity to another person, place, or entity. A valid permit shall be posted in or on a conspicuous place of every Food Establishment in public view. Permits shall remain in effect until the last day of the month of issuance unless sooner revoked for cause, or as otherwise provided herein.
- (b) A Temporary Food Establishment may apply for a temporary health permit, which shall be in effect for a period of time not to exceed

fourteen (14) consecutive days in conjunction with a single event or celebration.

- (c) Mobile Food Units shall be considered Food Establishments and shall comply with all pertinent regulations contained herein, including obtaining a mobile food establishment permit; provided however, a mobile food establishment permit shall be issued for six month periods, twice a year, commencing on January 1 and remaining in effect until June 30 and July 1 remaining in effect until December 31. Any permit issued during the first six months of the year shall expire on June 30, irrespective of the date of issuance. Any permit issued during the second six months of the year shall expire on December 31, irrespective of date of issuance. There shall be no pro-ration of fees assessed after the first month of each period. Mobile Food Units shall operate from a Central Preparation Facility or other permitted Food Establishment and shall report to such location daily for supplies and for cleaning and servicing operations. Mobile Food Units that use a Central Preparation Facility must obtain a central preparation facility permit in addition to a mobile food establishment permit. Use of a private residence as a Central Preparation Facility is prohibited. Mobile Food Unit applications must provide a valid driver's license, proof of insurance for the Mobile Food Unit, route schedule for operations, notarized Central Preparation Facility letter, and the latest Central Preparation Facility inspection report from the Regulatory Authority.
- (d) Vendors that participate in the Farmers and Fleas Market who provide time/temperature control for safety foods shall obtain a farmer's market temporary permit. A farmer's market temporary permit shall remain valid until December 31st-of each year. There shall be no proration of fees regardless of when the application is filed or when the permit is issued.
- (e) A Temporary Food Establishment operated by or solely for the benefit of a nonprofit organization is exempt from the permit fee requirement. However, such Food Establishment is not exempt from the remaining permit requirements of this Article, or from compliance with the rules.
- (f) Any person desiring to operate a Food Establishment shall make application for a permit in person at the Farmersville City Hall, located at 205 S. Main Street, Farmersville, Texas 75442. The application shall include the name and address of each applicant and the location and type of Food Establishment. An application for a Temporary Food Establishment shall include the inclusive dates of the proposed Temporary Food Establishment and the location of the

event. Applications for a Temporary Food Establishment shall be submitted no later than seven (7) days prior to the event.

- (g) The application shall be accompanied by a nonrefundable permit fee, as set forth in Appendix A in addition to any other permit or inspection fee required by Collin County and/or Texas law, on file and available for inspection in the office of the City Secretary.
- (h) The Farmersville Independent School District shall be exempt from the permit fee.
- (i) Every permit holder or Person in Charge shall at all times have available on the premises for inspection the Certified Food Manager Certificate and Food Handler Cards for all employees of the Food Establishment.
- (j) A food establishment permit that lapses for non-payment of the annual food establishment permit fee, will be reinstated upon payment of a reinstatement fee, except that permits lapsed for more than one (1) month may not be reinstated without the appropriate plan review application, plan review fee, and food establishment permit fee.
- (k) Whenever a Food Establishment is constructed or extensively remodeled, and whenever an existing structure is converted to use as a Food Establishment, or a change of ownership occurs, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the Regulatory Authority for review and approval before construction, remodeling or conversion is commenced. The plans and specifications shall include a proposed menu, proposed layout, equipment arrangement, mechanical plans, and construction materials of work areas, finish schedules and the type and model of proposed fixed equipment and facilities. No Food Establishment shall be constructed, extensively remodeled, or converted except in accordance with said approved plans and specifications. Plans shall be submitted in person at the Farmersville City Hall, located at 205 S. Main Street, Farmersville, Texas 75442. Deviation from the approved plans and specifications shall result in a food establishment permit denial, suspension, or revocation.
- (l) If a Food Establishment is required to install a grease trap or grease interceptor, the trap or interceptor shall be located outside. The City Manager or their designee will be responsible for determining the size of the grease trap or interceptor to be installed to service a Food Establishment.

- (m) The provisions in 25 Tex. Admin Code §228.106(x) relative to food equipment acceptability, certification and classification is amended to read: "Food equipment that is certified or classified for sanitation by the National Sanitation Foundation (NSF) or the American National Standards Institute (ANSI) will be deemed to comply with §§228.101-228.106 of this Title." Equipment labeled "For Household Use Only" shall not be used in a food service establishment.

SECTION 32-25. - Inspections.

- (a) Prior to the Regulatory Authority issuing a food establishment permit, the County shall inspect the Food Establishment to determine compliance with any approved plans and specifications, compliance with other requirements of this Chapter and shall determine whether a Certificate of Occupancy has been issued for the building in which the establishment is to be located. Upon the County making such findings, the Regulatory Authority may issue a food establishment permit, subject to annual renewal, continued compliance with the provisions of this Chapter, and the existence of a valid Certificate of Occupancy for the building in which the establishment is located.
- (b) The County shall inspect a Food Establishment at least twice annually and shall prioritize inspections based upon assessment of a Food Establishment's compliance and potential of causing foodborne illness. Inspection frequency of a Food Establishment may be increased, at the County's discretion, based on the Food Establishment's history of compliance with this Chapter and the potential for causing foodborne illness, including:
 - (1) Prior nonconformance with this Chapter or with state or federal regulations, including priority items or priority foundation items, as defined in 25 Tex. Admin. Code §228.2;
 - (2) Prior violations of this Chapter or with state or federal requirements, including core items as defined in 25 Tex. Admin. Code §228.2;
 - (3) Prior complaints investigated and found to be valid by the County or Regulatory Authority;
 - (4) Hazards associated with the particular foods that are prepared, stored, or served at the Food Establishment;
 - (5) The type of operations, including the methods and extent of food storage, preparation, and service;

- (6) If the primary population served is a highly susceptible population; and
 - (7) Any other risk factors deemed relevant to the operation by the Regulatory Authority.
- (c) Food Establishments shall receive three (3) demerits for each violation of a priority item, as defined in 25 Tex. Admin. Code §228.2; two (2) demerits for each violation of a priority foundation item, as defined in 25 Tex. Admin. Code §228.2; and one (1) demerit for each violation of a core item, as defined in 25 Tex. Admin. Code §228.2 found by an Inspector during an inspection. Food Establishments that score between 21-29 demerits will be inspected quarterly until three (3) consecutive inspections of 15 demerits or less are met. Food Establishments that score 30 demerits or more are inspected one time per month for three (3) consecutive months. During these three (3) consecutive months, a re-inspection fee will be paid for each inspection. The Food Establishment must attain a demerit score of 20 or less in each of consecutive inspections.
- (d) The City Manager or their designee shall classify food establishments as high priority, medium priority, or low priority; according to the type of operations, particular foods that are prepared, numbers of people served, susceptibility of the population served, and any other risk factor deemed relevant to the operation.
- (e) Additional inspections of the Food Establishment shall be performed as often as necessary for the enforcement of this Article.
- (f) If during a routine inspection, immediate correction of a priority foundation item, as defined by 25 Tex. Admin. Code §228.2, is not achieved, the Regulatory Authority shall verify correction of the violation within ten (10) calendar days. If said priority foundation item is not corrected during the initial inspection, a re-inspection fee as set forth in the fee schedule attached hereto as Appendix A, as amended, in addition to any other permit or inspection fee required by Collin County and/or Texas law shall be assessed prior to follow up inspection.
- (g) When an inspection of a Food Establishment results in 31 demerits or more, it shall constitute an Imminent Health Hazard and the Food Establishment shall immediately cease operations and remain closed until the Regulatory Authority conducts a re-inspection. It shall be the responsibility of the permit holder to contact the Regulatory Authority to schedule a re-inspection and pay the re-inspection fee

prior to the re-inspection being conducted. The Regulatory Authority shall conduct a re-inspection within one (1) business day of the permit holder requesting the re-inspection. The Food Establishment shall remain closed until a re-inspection of the Food Establishment results in 20 total demerits or less.

- (h) Denial of access by a Food Establishment to the Regulatory Authority shall be cause for suspension or revocation of the Food Establishment's food establishment permit

Sec. 32-26. - Certified Food Protection Manager and Food Handler Requirements.

- (a) There shall be a certified food manger on duty at all times at each permitted Food Establishment. Certification must be obtained by passing an examination approved by the Texas Department of State Health Services and the Regulatory Authority. Temporary Food Establishments and Food Establishments that serve, sell, or distribute only prepackaged non-time and temperature controlled for safety foods and beverages are exempt from this section.
- (b) A certified food manager is required for each section of each Food Establishment. The Regulatory Authority may require additional certified food managers in sufficient number to ensure that all areas of food preparation and food service are under the direction of such certified personnel.
- (c) Upon termination or transfer of a certified food manager, the Food Establishment shall employ another certified food protection manager within fifteen (15) days of such termination or transfer.
- (d) All Food Employees shall be required to successfully complete a food handler class approved by the Texas Department of State Health Services within fifteen (15) days of hire.
- (e) Temporary Food Establishments and Concession Stands must have at least one certified food handler on duty during all hours of operation. A food handler certificate must be submitted to the Regulatory Authority upon submission of the temporary health permit application.
- (f) A permitted Food Establishment that handles only pre-packaged food and does not prepare or package food is only required to obtain a food handler certification. One certified food handler per establishment must be on duty at all times during business hours, to meet the intent of safe food practices of this Chapter.

- (g) In the event of a change of ownership of a Food Establishment, the new owner/operator of a Food Establishment shall provide proof to the Regulatory Authority that the appropriate number of certified food protection managers will be on duty within fifteen (15) days of the change of ownership.
- (h) A Food Establishment shall provide proof of food protection manager certification to the Regulatory Authority prior to being issued a food establishment permit.

Sec 32-27. - Employee Health.

Responsibility of Permit Holder, Person in Charge, and Conditional Employees. The permit holder shall require food employees and conditional employees to report to the Person in Charge, information about their health and activities as they relate to diseases that are transmittable through food. A food employee or conditional employee shall report the information in a manner that allows the Person in Charge to reduce the risk of foodborne disease transmission, such as the date of onset of symptoms and an illness, or diagnosis of a communicable disease by a medical professional.

Sec 32-28. - Time as a Public Health Control.

A Food Establishment that uses Time as a Public Health Control shall submit written procedures on a form provided by the Regulatory Authority before using such control.

Sec 32-29. - Hair Restraints.

- (a) Except as provided in subsection (2) herein, all Food Employees regardless of title, position, or establishment's own policy, shall wear hair restraints such as hats, visors, hair coverings or nets, beard restraints, and clothing that covers body hair, that are designed and worn to effectively keep their hair from contacting exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.
- (b) This section does not apply to Food Employees such as counter staff who only serve wrapped or packaged foods or beverages, bartenders, hostesses and wait staff if they present minimal risk of contaminating exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.
- (c) If during the process of conducting an inspection, an Inspector observes a Food Employee wear a hair restraint in an ineffective

manner, the food employee will be asked to provide an effective means to restrain their hair from food and the violation will be noted on the inspection.

Sec. 32-30. - Physical Facilities.

- (a) Floors and floor coverings of all food preparation, food service, food storage, warewashing areas, walk-in refrigeration units, dressing rooms, locker rooms, and toilet rooms shall be durable, smooth, non-absorbent, light colored, and easy to clean.
- (b) Terazzo, ceramic, or quarry tile may be installed as an approved floor covering. Floors shall be coved at the juncture of the floor and wall, with a 3/8" inch minimum radius coving which shall extend up the wall at least four (4) inches in all areas.
- (c) Polished/sealed concrete used as flooring shall have a finished product thickness sufficient for the flooring to be smooth and easily cleanable. Floors shall be coved at the juncture of the floor and wall with a 3/8" minimum radius coving which shall extend up the wall at least (4) inches in all areas.
- (d) Epoxy resin and other poured monolithic floors, and other durable seamless flooring systems shall be installed to a finished product thickness sufficient for the flooring to be smooth and easily cleanable. Floors shall be coved at the juncture of the floor and wall with a 3/8" minimum radius coving which shall extend up the wall at least (4) inches in all areas.
- (e) All Food Establishments, including food warehouses, with dry storage areas not exposed to excessive moisture may install sealed concrete, vinyl composition tile, or an equivalent material as approved by the Regulatory Authority. A more moisture-resistant flooring may be required if the dry storage area is subject to moisture.
- (f) *Prohibited floor covering.* The use of cardboard, sawdust, wood shavings, peanut hulls, or similar materials as a floor covering is prohibited.
- (g) Floors shall be smooth, durable, and nonabsorbent, and shall be maintained in a condition that facilitates thorough and rapid cleaning. Floors shall be free of cracks, chips, holes, and deterioration. The Regulatory Authority shall require repair or replacement of any floor which fails to meet the requirements of this section. Any flooring in an existing Food Establishment that prepares food as listed above

and needs repairing shall meet the minimum requirements for flooring for their food service operations.

- (h) *Utility line installation.* Exposed utility service lines and pipes shall be installed in a way that does not obstruct or prevent cleaning of the floor. In all new or extensively remodeled establishments, installation of exposed horizontal utility lines or pipes on the floor is prohibited.
- (i) *Walls and Ceilings.*
 - (1) *Maintenance.* Walls and ceilings, including doors, windows, skylights, and similar closures, shall be clean and maintained in good repair.
 - (2) *Construction.* The walls, including non-supporting partitions, wall coverings, and ceilings of walk-in refrigerating units, refrigeration storage areas, food preparation areas, dry storage areas, food storage areas, equipment-washing and utensil washing areas, toilet rooms, and vestibules shall be light colored, smooth, nonabsorbent, and easily cleanable such as fiberglass reinforced paneling (FRP), stainless steel ceramic, quarry or terrazzo tile or equivalent approved by the Regulatory Authority.
 - (3) The Regulatory Authority shall require durable and easily cleanable FRP in areas exposed to excessive splash in Food Establishments not involved in food preparation.
 - (4) Ceilings shall be light of color, smooth, nonabsorbent, durable and easily cleanable. Ceiling materials may be washable drop-in panels, vinyl-coated panels, taped and bedded sheetrock with light-colored epoxy or enamel paint, or an equivalent material as approved by the regulatory authority.
 - (5) Fibrous acoustical drop-in panels shall be prohibited in all food preparation, tableware and utensil warewashing areas, service areas, dry storage, toilet rooms, mop sink area, and any other area subject to moisture.
 - (6) *Exposed construction.* Studs, joists, and rafters shall not be exposed in those areas listed in food preparation areas. If exposed in other rooms or areas, they shall be finished to provide an easily cleanable surface.
- (j) Hand sinks shall be located within twenty-five (25) unobstructed linear feet of a food preparation, warewashing, or food dispensing

area. A door or doorway is considered an obstruction and hand sinks must be installed on both sides of a door or doorway of these areas.

Sec. 32-31. - Outdoor Areas, Surface Characteristics.

The outdoor walking and driving areas shall be surfaced with concrete, asphalt, or other materials that have been effectively treated to minimize dust, facilitate maintenance, and prevent muddy conditions. These surfaces shall be leveled to prevent pooling of water, kept free of litter, and maintained in good repair.

Sec. 32-32. - Suspension of a Food Establishment Permit.

- (a) The Regulatory Authority may, without warning, notice, or hearing suspend a food establishment permit if the holder of such permit does not comply with the requirements of this Chapter, or the operation of the Food Establishment does not comply with the requirements set forth herein, or, if the operation of the Food Establishment otherwise constitutes an Imminent Health Hazard. If a Food Establishment is experiencing an Imminent Health Hazard according to the Regulatory Authority, the Food Establishment may be closed for operations until the Imminent Health Hazard has been eliminated. Suspension is effective upon service of the notice in accordance with Sec. 32-36, herein, as amended. When a permit is suspended, food service operations shall immediately cease. Whenever a permit is suspended, the holder thereof shall be afforded an opportunity for a hearing within twenty (20) days after receipt by the Regulatory Authority of a written request for hearing.
- (b) Whenever a permit is suspended, the holder thereof or the Person in Charge shall be notified in writing that an opportunity for a hearing shall be provided if a written request for hearing is filed with the Regulatory Authority within ten (10) days after receipt of notice. If no written request for hearing is filed within a ten (10) day period, the suspension is sustained. The Regulatory Authority may terminate the suspension at any time if reasons for suspension no longer exist.

Sec. 32-33. - Revocation of a Food Establishment Permit.

- (a) The Regulatory Authority may, after providing opportunity for hearing, revoke a food establishment permit for serious or repeated violations of any of the requirements of this section or for interference with the Regulatory Authority in the performance of its duties.
- (b) Prior to revocation, the Regulatory Authority shall notify, in writing, the permit holder or the Person in Charge, of the specific reason(s)

for which the food establishment permit is to be revoked and that the permit shall be revoked at the end of the ten (10) days after service of such notice unless a written request for hearing is filed within the ten (10) day period. If no request for hearing is filed within the ten (10) day period, the revocation of the permit becomes final.

- (c) The holder of the revoked permit may make written application for a new permit.

Sec. 32-34. - Examination and Condemnation of Food.

- (a) Any food subject to a hold order shall be tagged, labeled, or otherwise identified as such by an Inspector. Food Establishments are prohibited from using, serving, or moving any food subject to a hold order. An Inspector's hold order shall permit storage of the food under the conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished.
- (b) A hold order shall state that a request for a hearing may be filed within ten (10) days after issuance thereof and that if no hearing is requested the food shall be destroyed. On the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or Person in Charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this Section.

Sec. 32-35. - Hearings.

- (a) The Authorized Representative shall hear all appeals taken under this Chapter for denials, revocations and suspensions.
- (b) The Authorized Representative shall designate the time and the place for the hearings provided herein. Based upon the evidence presented at such hearing, the Authorized Representative shall make a final finding by sustaining, modifying, or rescinding any notice or order considered in the hearing. The Authorized Representative shall furnish a written report of the hearing decision to the permit, license, or certificate holder.

Sec. 32-36. - Notice of Hearings.

A notice provided for in this section is properly served when it is delivered to the permit holder or the Person in Charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder.

Sec. 32-37. - Fee Schedule.

All fees referenced herein shall be as set forth in Appendix A of the Code of Ordinance of the City of Farmersville, as amended, in addition to any other fees required by Collin County and/or Texas law.

Sec. 32-38. - Dogs in Food Establishments.

- (a) In accordance with state law, a Food Establishment may permit a customer to be accompanied by a dog in an outdoor dining area if:
- (1) the establishment posts a sign in a conspicuous location in the area stating that dogs are permitted;
 - (2) the customer and dog access the area directly from the exterior of the establishment;
 - (3) the dog does not enter the interior of the establishment;
 - (4) the customer keeps the dog on a leash and controls the dog;
 - (5) the customer does not allow the dog on a seat, table, countertop, or similar surface; and
 - (6) in the area, the establishment does not:
 - (A) prepare food; or
 - (B) permit open food other than food that is being served to a customer."

Section 3. AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE", BY ESTABLISHING SECTION 3-8, ENTITLED "FOOD ESTABLISHMENT INSPECTION AND PERMIT FEES"

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Farmersville Code of the City of Farmersville, Texas, is hereby amended by amending Article III, "Building and Inspection" by creating a new Section 3-8, entitled "Food Establishment Inspection and Permit Fees", to read as follows:

Section 3-8. Food Establishment Inspection and Permit Fees.

FOOD ESTABLISHMENT INSPECTION AND PERMIT FEES	
Food Establishment Permit – Grocery	\$400.00
Food Establishment Permit – Restaurant	\$300.00

Food Establishment Permit – Convenience Store	\$250.00
Food Establishment Permit – To-Go	\$250.00
Plan Review	\$200.00
Mobile Food Establishment Permit	\$150.00
Central Preparation Facility Permit	\$500.00
Concession Stand	\$100.00
Temporary Health Permit	\$75.00
Farmers Market Temporary Permit	\$100.00
Re-inspection	\$75.00

Section 4. REPEALER CLAUSE

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

Section 5. SEVERABILITY CLAUSE

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

Section 6. RESERVATION OF EXISTING RIGHTS AND REMEDIES

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

Section 7. IMMUNITY

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

Section 8. INJUNCTIONS

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

Section 9. PENALTY

Any person, firm, or corporation violating any of the provisions of this ordinance or of the Farmersville Code, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day said violation is continued shall constitute a separate offense.

Section 10. PUBLICATION

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

Section 11. ENGROSSMENT AND ENROLLMENT

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

Section 12. SAVINGS

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

Section 13. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

[Remainder of page intentionally left blank.]

PASSED on first reading on the ____ day of _____, 2019, and the second reading on the ____ day of _____ 2019, at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2019.

APPROVED:

By: _____
Jack Randall Rice
Mayor

ATTEST:

Sandra Green
City Secretary

VIII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the final plat of the Potter Division.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	<ul style="list-style-type: none"> • Staff Report • DBI Letter • Plat • Application
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



CITY COUNCIL AGENDA ITEM

SUBJECT: Potter Division
MEETING DATE: November 26, 2019
DEPARTMENT: Planning
CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

Consider, discuss and act upon the final plat of the Potter Division.

ITEM SUMMARY:

- The application for a plat was submitted on June 26, 2019.
- Since the application date, the applicant had to revise the plat several times to comply with the Subdivision Ordinance and it took several months to receive those revisions.
- The property is located in the City's ETJ on State Highway 78 South, just south of Pecan Creek Drive.
- The applicant has stated they intend to lease the lot for a cell tower.
- The plat was reviewed by DBI for compliance with the Subdivision Ordinance and they recommended approval of the plat.
- The Planning & Zoning Commission reviewed the plat on Monday, November 18, 2019 and it was approved.
- Staff is recommending approval based on DBI's review and recommendation and the Planning & Zoning Commission approval.



November 14, 2019

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

RE: Potter Division Review
Dated November 4, 2019

Mr. White:

The above referenced plat has been reviewed according to the ordinances of the City of Farmersville and been found to be compliant

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

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is written in a cursive, flowing style.

Jacob Dupuis, P.E.



SUBDIVISION APPLICATION FORM

City of Farmersville, Texas

Please Type or Print Information

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

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

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

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

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

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

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

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

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

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

Subdivision Application Form

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

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

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

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

Subdivision Application Form

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

Property Owner Information	
Name	James and Doris Potter
Address	709 State Hwy 78 South
City	Farmersville
State	Texas
Zip	75442
Work Phone Number	214-325-4431
Facsimile Number	
Mobile Phone Number	214-325-4431
Email Address	JandDpotter@att.net
Applicant/Responsible Party Information	
Name	Dillman Infrastructure LLC
Address	702 7901 Ambassador Row
City	Dallas
State	Texas
Zip	75247
Work Phone Number	317-964-3500
Facsimile Number	
Mobile Phone Number	317-964-3500
Email Address	Steven.Herlinger@Verizon.net
Engineer Information	
Name	Land WT Group - Don Zabick
Address	5580 Peterson Lane #250
City	Dallas
State	Texas
Zip	75240
Work Phone Number	214-733-4430
Facsimile Number	
Mobile Phone Number	214-733-4430
Email Address	
Surveyor Information	
Name	Land Point
Address	525 Sawdust Road Suite 200
City	The Woodlands
State	Texas
Zip	77380
Work Phone Number	281-465-8730
Facsimile Number	
Mobile Phone Number	281-465-8730
Email Address	Don.Zabick@WTEngineering.com

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	
Total Acreage of Development	
Physical Location of Property	
Legal Description of Property	
Number of Lots	

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

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

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

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

Subdivision Application Form

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

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

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

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

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

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

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

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

Subdivision Application Form

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

Utility Providers	
Description of Service	Name
Electrical Service Provider	Farmer'sville
Water Supplier	
Sewage Disposal	
Telephone Service	AT&T
Cable TV Service	
Gas Service	
Refuse Pick-Up	

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

Representative of Owner


Owner's Signature

Steve Herlinger
Owner's Name (Printed)

6/27/2019
Date

Co Owner's Signature

Co Owner's Name (Printed)

Date

Co Owner's Signature

Co Owner's Name (Printed)

Date

Agenda Section	Regular Agenda
Section Number	VIII.B
Subject	Consider, discuss and act upon placing donated Quilt Barn squares on city owned buildings.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	Letter
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



September 23, 2019

Mayor Randy Rice
Farmersville City Council
205 South Main Street
Farmersville, TX 75442

RE: Gift of 5 Barn Quilt Squares

Dear Mayor and Farmersville City Council,

The Farmersville Quilt Guild would like to gift the city of Farmersville five (5) Barn Quilt Squares to help establish the Barn Quilt Trails of Collin County. We have identified five public buildings that we'd like to gift these Barn Quilt squares to and would like to garner your support of these recommendations:

The Heritage Museum
City Hall
The Onion Shed
The Senior Center
The Civic Center

Other buildings for your consideration are:

Chamber of Commerce and Visitor's Center
Police Station
Fire Station
Charles Rike Memorial Library

We appreciate your assistance in determining the locations for these Barn Quilt squares and look forward to the establishment of the Barn Quilt Trail.

With kind regards,

Elizabeth Andrus, Chair
Barn Quilt Trails of Collin County
214-504-6817

Farmersville Quilt Guild - 2921 Andrew Drive, Farmersville, TX 75442

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon recommendation from DBI Engineering for the Pipe Bursting Project located on U.S. Highway 380 and Welch Drive.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	<ul style="list-style-type: none"> • Recommendation Letter • Bid Tabs
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



November 12, 2019

Mr. Benjamin White, P.E.
City of Farmersville
205 S. Main Street
Farmersville, TX 75442

RE: Pipe Bursting Project – US 380 and Welch Drive

Dear Ben:

Bids were opened for the above referenced project on Thursday, October 31, 2019 at 10:00 a.m. The attached bid tabulation indicates the base bid prices.

There were five (5) bids for the project. The lowest responsible bidder was A&B Construction, LLC, Dallas, Texas in the amount of \$102,685.00

Bid security in the amount of 5% was submitted with the bid.

Our firm has not worked with A&B Construction, LLC, but they provided project references and financial statements for review. After analyzing the available information, we believe they possess the financial resources, experience, and equipment necessary to successfully complete the project. Our recommendation is to award the project to A&B Construction, LLC in the amount of \$102,685.00

I am available to answer any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis".

Jacob Dupuis, P.E.
Project Engineer

City of Farmersville

Bid Tabulation Form for a Pipe Bursting Project - US 380 and Welch Drive

Bid Date: Thursday, October 31, 2019 @ 10:00 am

ITEM #	ITEM DESCRIPTION	A&B Construction LLC Dallas, TX			Douglas Daily Construction, LLC Mesquite, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish & Install all necessary materials and equipment to Pipe Burst Existing 6" Sewer Line to 10" DR 17 HDPE Sewer Line	1,855	\$47.00	\$87,185.00	1,855	\$65.00	\$120,575.00
2	Furnish & Install all necessary materials and equipment to Reconnect to Existing Sanitary Service Line	1	\$500.00	\$500.00	1	\$1,500.00	\$1,500.00
3	Furnish & Install all necessary materials and equipment to Reconnect Proposed Sewer Line to Existing Manholes	8	\$500.00	\$4,000.00	8	\$300.00	\$2,400.00
4	Furnish & Install Internal Drop	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00
5	Furnish & Install Trench Safety	100	\$10.00	\$1,000.00	100	\$5.00	\$500.00
6	Furnish & Install Hydro-mulch Seeding, Including Re-Seeding and Watering	1000	\$1.00	\$1,000.00	1000	\$1.00	\$1,000.00
7	Furnish & Install Traffic Control	1	\$3,000.00	\$3,000.00	1	\$600.00	\$600.00
8	Mobilization, Bonding, and Insurance	1	\$5,000.00	\$5,000.00	1	\$2,500.00	\$2,500.00
TOTAL OF ALL BID ITEMS (1 THRU 8)				\$102,685.00			\$130,075.00
CALENDAR DAYS		45/60			60/120		

City of Farmersville

Bid Tabulation Form for a Pipe Bursting Project - US 380 and Welch Drive

Bid Date: Thursday, October 31, 2019 @ 10:00 am

ITEM #	ITEM DESCRIPTION	Jabar Corporation Calhoun, LA			Horseshoe Construction, Inc. La Porte, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish & Install all necessary materials and equipment to Pipe Burst Existing 6" Sewer Line to 10" DR 17 HDPE Sewer Line	1,855	\$50.70	\$94,048.50	1,855	\$55.00	\$102,025.00
2	Furnish & Install all necessary materials and equipment to Reconnect to Existing Sanitary Service Line	1	\$2,565.60	\$2,565.60	1	\$3,900.00	\$3,900.00
3	Furnish & Install all necessary materials and equipment to Reconnect Proposed Sewer Line to Existing Manholes	8	\$1,068.20	\$8,545.60	8	\$2,500.00	\$20,000.00
4	Furnish & Install Internal Drop	1	\$2,910.90	\$2,910.90	1	\$2,000.00	\$2,000.00
5	Furnish & Install Trench Safety	100	\$13.80	\$1,380.00	100	\$1.00	\$100.00
6	Furnish & Install Hydro-mulch Seeding, Including Re-Seeding and Watering	1000	\$0.70	\$700.00	1000	\$0.80	\$800.00
7	Furnish & Install Traffic Control	1	\$4,078.10	\$4,078.10	1	\$500.00	\$500.00
8	Mobilization, Bonding, and Insurance	1	\$26,416.30	\$26,416.30	1	\$15,000.00	\$15,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$140,645.00			\$144,325.00
	CALENDAR DAYS	90/120			120/150		

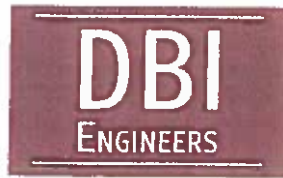
City of Farmersville

Bid Tabulation Form for a Pipe Bursting Project - US 380 and Welch Drive

Bid Date: Thursday, October 31, 2019 @ 10:00 am

ITEM #	ITEM DESCRIPTION	Excel 4 Construction, LLC Forth Worth, TX		
		Qty	Unit	Total
1	Furnish & Install all necessary materials and equipment to Pipe Burst Existing 6" Sewer Line to 10" DR 17 HDPE Sewer Line	1,855	\$65.00	\$120,575.00
2	Furnish & Install all necessary materials and equipment to Reconnect to Existing Sanitary Service Line	1	\$1,200.00	\$1,200.00
3	Furnish & Install all necessary materials and equipment to Reconnect Proposed Sewer Line to Existing Manholes	8	\$600.00	\$4,800.00
4	Furnish & Install Internal Drop	1	\$3,200.00	\$3,200.00
5	Furnish & Install Trench Safety	100	\$1.00	\$100.00
6	Furnish & Install Hydro-mulch Seeding, Including Re-Seeding and Watering	1000	\$10.00	\$10,000.00
7	Furnish & Install Traffic Control	1	\$4,000.00	\$4,000.00
8	Mobilization, Bonding, and Insurance	1	\$5,600.00	\$5,600.00
	TOTAL OF ALL BID ITEMS (1 THRU 8)			\$149,475.00
	CALENDAR DAYS	45/60		

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon a recommendation from DBI Engineering for the Hamilton Street Reconstruction Project.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	Recommendation Letter
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



14 November 2019

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

RE: Hamilton Street Reconstruction Project

Mr. White and Members of the City Council:

Bids were received for the above referenced project at 2:00 P.M. on 15 October 2019. The project includes the construction of approximately 1500 LF of 37' wide concrete paving along with associated storm sewer, water and sanitary sewer from McKinney Street to Haislip Street in Farmersville.

Six (6) bids were received for this project. The lowest bid was submitted by ANA Site Construction, LLC of Pilot Point, Texas in the amount of \$1,599,465.25. A bid bond in the amount of 5% was submitted. Four (4) addendums were issued and acknowledged for this project.

The City funding available for the proposed street construction project is \$1,140,000.00. The low bid exceeds the available funds by \$459,465.25 (29%), which exceeds the allowable contract increase/decrease of 25%.

We recommend that the City Council reject all bids and reduce the scope of the project and rebid the reduced project.

Please contact me if you have any questions or need additional information.

Sincerely,



Daniel & Brown, Inc.
Enclosures

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

Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Consider, discuss and act upon Resolution #R-2019-1126-001 adopting the "ExpressVote" Universal Voting System for all future elections held in Collin County.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	R-2019-1126-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2019-1126-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE “ExpressVote” UNIVERSAL VOTING SYSTEM FOR EARLY VOTING IN PERSON, EARLY VOTING BY MAIL, ELECTION DAY VOTING, AND PROVISIONAL VOTING IN ALL FUTURE ELECTIONS HELD IN COLLIN COUNTY.

WHEREAS, on January 28, 2019, the Collin County Commissioners Court voted unanimously to award RFP No. 2018-241 for the new voting system to Election Systems and Software (“ES&S”); and

WHEREAS, the Texas Secretary of State has officially approved the contract between Collin County and ES&S for the purchase for the ExpressVote Universal Voting System; and

WHEREAS, the ExpressVote Universal Voting System, EVS 6.0.2.0 consisting of Electionware election management software, ExpressVote ballot marking device, ExpressTough curbside voting device, DS200 precinct tabulator/scanner, DS450 high speed central scanner, and DS850 high speed central scanner (hereafter referred to collectively as the “ExpressVote Universal Voting System”) have been certified by both the Texas Secretary of State and the United States Election Assistance Commission;

WHEREAS, the City Council of the City of Farmersville, Texas, (“City Council”) believes it is in the best interest of the citizens of the City of Farmersville, Texas, that the City Council should adopt the ExpressVote Universal Voting System.

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

Section 1. The City Council of the City of Farmersville, Texas hereby adopts the “ExpressVote Universal Voting System” for Early Voting in Person, Early Voting by Mail, Election Day Voting, and Provisional Voting in all future elections held in Collin County.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 26th DAY OF NOVEMBER, 2019.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VIII.F
Subject	Consider, discuss and act upon Resolution #R-2019-1126-002 regarding a loan agreement for repayment to the Farmersville Economic Development Corporation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	November 26, 2019
Attachment(s)	R-2019-1126-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2019-1126-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AUTHORIZING AND APPROVING A LOAN AGREEMENT FOR THE REPAYMENT OF \$62,929.00 TO THE FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR IMMEDIATE AN EFFECTIVE DATE.

WHEREAS, Farmersville Economic Development Corporation (hereinafter referred to as the "EDC") is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, the EDC loaned money to the City of Farmersville, Texas, in the amount of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)** to be used for municipal purposes; and

WHEREAS, the City Council for the City of Farmersville, Texas, authorizes and approves a loan agreement attached hereto as ***Exhibit A***, authorizing the repayment of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)** to the EDC within two (2) years beginning with the first equal monthly installment payment due January 1, 2020.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Farmersville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Farmersville, Texas, does hereby approve a Loan Agreement, attached hereto as ***Exhibit A***, and authorize City staff to execute any and all documents necessary to repay the loan amount of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)** to the EDC within two (2) years beginning with the first equal monthly installment payment due January 1, 2020.

Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Farmersville, Texas, on this the 26th day of November, 2019.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

APPROVED AS TO FORM:

Alan Lathrom, City Attorney

Exhibit A

[Loan Agreement]

LOAN AGREEMENT

Borrower: ***CITY OF FARMERSVILLE, TEXAS***
205 S. Main Street
Farmersville, Texas 75442

Lender: ***FARMERSVILLE ECONOMIC DEVELOPMENT***
CORPORATION
205 S. Main Street
Farmersville, Texas 75442

This **LOAN AGREEMENT** is by and between ***CITY OF FARMERSVILLE, TEXAS***, a Texas general-law municipality (hereinafter referred to as the "Borrower"), and the ***FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "Lender"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the Lender is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Borrower has requested financial assistance in the amount of \$62,929.00 from the Lender to be used towards a permissible project authorized by sections 501.101 and 501.103 of the Texas Local Government Code; and

WHEREAS, Lender considered Borrower's application at its meeting at which time the Lender approved total financial assistance in an amount not to exceed **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)** for the proposed project; and

WHEREAS, the Board of Directors of the Lender has determined the financial assistance provided to Borrower meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code.

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **January 1, 2022**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Loan Agreement, together with all exhibits and schedules attached to this Loan Agreement from time to time, if any, authorized and required by Sections 501.101 and 501.103 of the Act.
- (c) **Borrower.** The word “Borrower” means the City of Farmersville, Texas, a Texas general-law municipality, and whose address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.
- (d) **Effective Date.** The words “Effective Date” mean as specified in Section 2 of this Agreement.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Indebtedness.** The word “Indebtedness” means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable corporately or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such Indebtedness may be or hereafter may become otherwise unenforceable.
- (g) **Lender.** The word “Lender” means the Farmersville Economic Development Corporation,

a Texas non-profit corporation, and whose address for the purposes of this Agreement is 205 S. Main Street, Farmersville, Texas 75442.

- (h) **Loan.** The word “Loan” or “Loans” means and includes any and all loans and financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described in this Agreement and described on any exhibit or schedule attached to this Agreement.
- (i) **Note.** The word “Note” means the non-interest-bearing Promissory Note of even date herewith, executed by and between the parties hereto in the principal amount of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)**, or so much as shall be advanced, and due upon demand and payable on or before **January 1, 2022**, a copy of which is attached hereto as **Exhibit B** of this Agreement.
- (j) **Qualified Expenditures.** The words “Qualified Expenditures” mean the expenditures made by the Borrower consistent with Sections 501.101 and 501.103 of the Act.
- (k) **Related Documents.** The words “Related Documents” mean and include without limitation all promissory notes, loan agreements, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower’s Indebtedness to Lender.
- (l) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF BORROWER.

Borrower covenants and agrees with Lender that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance.** Borrower covenants and agrees the Lender previously provided to Borrower financial assistance for Qualified Expenditures in the amount of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)**.
- (b) **Repayment of Loan.** The Borrower covenants and agrees to repay the Loan to Lender in accordance with the loan repayment schedule attached hereto as **Exhibit A** of this Agreement.
- (c) **Additional Assurances.** Borrower agrees to prepare in writing, execute and deliver by US postal delivery service, certified mail, to Lender such other promissory notes, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence this Loan.
- (d) **Performance.** Borrower agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between

Borrower and Lender.

SECTION 5. AFFIRMATIVE COVENANTS OF LENDER.

Lender covenants and agrees with Borrower that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance.** Lender previously provided to Borrower financial assistance for Qualified Expenditures in the amount of **Sixty-Two Thousand Nine Hundred Twenty-Nine and No/100 Dollars (\$62,929.00)**.
- (b) **Performance.** The Lender agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Borrower and the Lender.

SECTION 6. CESSATION OF ADVANCES.

If Lender has made any commitment to make any advance of any financial assistance to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to advance or disburse said financial assistance if: (i) Borrower becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Borrower or Lender to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Borrower or Lender to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the Borrower and Lender is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the Lender by or on behalf of Borrower under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Borrower's insolvency, appointment of receiver for any part of Borrower's property, any assignment for the benefit of creditors of Borrower, any type of creditor workout for Borrower, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower is an Event of Default.
- (d) **Other Defaults.** Failure of Borrower or Lender to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of Borrower or Lender to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the

Lender and Borrower is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Borrower defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by Lender to Borrower pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Borrower to Lender.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Borrower warrants and represents that the individual or individuals executing this Agreement on behalf of Borrower has full authority to execute this Agreement and bind Borrower to the same. Lender warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address as provided below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. The Notices shall be addressed as follows:

If to Lender: Farmersville Economic Development Corporation
205 S. Main Street
Farmersville, Texas 75442

if to Borrower: City of Farmersville, Texas
205 S. Main Street
Farmersville, Texas 75442

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

BORROWER:

CITY OF FARMERSVILLE, TEXAS,
A Texas general-law municipality

Name: _____
Title: _____
Date Signed: _____

LENDER:

***FARMERSVILLE ECONOMIC
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation,

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

Exhibit A

[Loan Repayment Schedule]

Exhibit A - Loan Repayment Schedule

		Enter values	Instructions
Loan amount	\$	62,929.00	Must be between 1 and 10,000,000
Annual interest rate		0.000%	If the rate is 0%, the loan will be paid back in full by the end of the term
Loan period in years		2	
Start date of loan		1/1/2020	
Optional extra payments	\$	-	

		Monthly Payment	Balance \$62,929.00
1	January 1, 2020	\$2622.04	\$60,306.96
2	February 1, 2020	\$2622.04	\$57,684.92
3	March 1, 2020	\$2622.04	\$55,062.88
4	April 1, 2020	\$2622.04	\$52,440.84
5	May 1, 2020	\$2622.04	\$49,818.80
6	June 1, 2020	\$2622.04	\$47,196.76
7	July 1, 2020	\$2622.04	\$44,574.72
8	August 1, 2020	\$2622.04	\$41,952.68
9	September 1, 2020	\$2622.04	\$39,330.64
10	October 1, 2020	\$2622.04	\$36,708.60
11	November 1, 2020	\$2622.04	\$34,086.56
12	December 1, 2020	\$2622.04	\$31,464.52
13	January 1, 2021	\$2622.04	\$28,842.48
14	February 1, 2021	\$2622.04	\$26,220.44
15	March 1, 2021	\$2622.04	\$23,598.40
16	April 1, 2021	\$2622.04	\$20,976.36
17	May 1, 2021	\$2622.04	\$18,354.32
18	June 1, 2021	\$2622.04	\$15,732.28
19	July 1, 2021	\$2622.04	\$13,110.24
20	August 1, 2021	\$2622.04	\$10,488.20
21	September 1, 2021	\$2622.04	\$7,866.16
22	October 1, 2021	\$2622.04	\$5,244.18
23	November 1, 2021	\$2622.04	\$2,622.08
24	December 1, 2021	\$2622.08	0.00

Exhibit B

[Note]

PROMISSORY NOTE

\$62,929.00

December 1, 2019

CITY OF FARMERSVILLE, TEXAS, a Texas general-law municipality (hereinafter referred to as the "Maker"), For Value Received, promises and agrees to pay unto the order of **FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "Payee"), at its corporate offices located at 205 S. Main Street, Farmersville, Texas 75442, in lawful money of the United States of America, the principal sum of **SIXTY-TWO THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$62,929.00)**, or so much as shall be advanced, said sums to accrue no interest in accordance with the terms and provisions of that certain Loan Agreement executed as of even date herewith between Maker and Payee (hereinafter referred to as the "Loan Agreement").

TERMS OF PAYMENT: The principal of this Note is due on demand, but in any event, on or before **January 1, 2022**. Notwithstanding the foregoing, any advances, and repayments hereunder shall be made in accordance with the terms and provisions of that certain Loan Agreement. As such, Payee shall make no demand on principal under this Note except for upon occurrence of an Event of Default as that term is defined in the Loan Agreement.

ALL PAST due principal shall bear interest until paid at a rate not to exceed prime plus 4%.

THIS LOAN is a line of credit but is not revolving. As already stated, advances made hereunder are also governed by the Loan Agreement of even date herewith.

IF DEFAULT is made in the payment of any interest or principal hereof, as and when the same is or becomes due, or if an Event of Default occurs under any instrument securing the payment hereof or executed in connection herewith, including the Loan Agreement, the owner and holder of this Note may declare all sums owing hereon due and payable within thirty (30) days of the date of notice. If default is made in the payment of this Note at maturity (regardless of how its maturity may be brought about), and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Maker agrees and is also to pay to the owner and holder of this Note a reasonable amount as attorneys' or collection fees.

Except as provided herein and in the Loan Agreement, upon an Event of Default only, MAKER, co-makers, signers, permitted assigns, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect

amounts called for hereunder and in the handling of securities at any time existing in connection herewith; and are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

IT IS the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on the Note by the holder hereof (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker).

THIS NOTE has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America, except that V.T.C.A. Finance Code, Chapter 346, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto. Payee's address for notice is 205 S. Main Street, Farmersville, Texas 75442.

[signature on next page]

In witness whereof, Maker has executed this Note to be effective as of the Effective Date.

MAKER:

CITY OF FARMERSVILLE, TEXAS,
A Texas general-law municipality

Name: _____

Title: _____

Date Signed: _____

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

**INTERLOCAL COOPERATION AGREEMENT
REGARDING JURISDICTIONAL BOUNDARIES BY AND BETWEEN
THE CITY OF FARMERSVILLE AND THE CITY OF NEVADA**

THIS INTERLOCAL COOPERATION AGREEMENT regarding jurisdictional boundaries is made and entered into by and between the City of Farmersville, Texas (hereinafter "Farmersville") and the City of Nevada, Texas (hereinafter "Nevada"), which cities are collectively referred to as the "Parties."

WHEREAS, Farmersville is a Type A General Law municipality in Collin County, Texas; and

WHEREAS, Nevada is a Type A General Law municipality in Collin County, Texas; and

WHEREAS, the Parties are municipalities that currently, or will in the future, share common boundaries; and

WHEREAS, pursuant to Section 43.021 of the Local Government Code, the Parties are authorized and empowered to fix their boundaries and exchange area with other municipalities, and pursuant to Section 43.031 of the Local Government Code may make mutually agreeable changes in their boundaries that are less than 1,000 feet in width; and

WHEREAS, the Parties are further empowered pursuant to Section 42.023 of the Local Government Code to reduce their extraterritorial jurisdiction by ordinance or resolution; and

WHEREAS, the Parties seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and current and/or future extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

WHEREAS, Farmersville and Nevada have each reviewed their respective corporate boundaries and ETJ based upon their respective populations, the principles set forth in Chapter 42 of the Texas Local Government Code, and the location of their respective ETJ boundaries and have determined that certain areas would be better served by the municipal services of the Parties as reflected in the boundary and proposed ETJ map (the "Map") attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and the ETJ; and

WHEREAS, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

WHEREAS, the Parties wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and have determined that this Agreement is in each party's best interests as well as in the best interests of the citizens; and

WHEREAS, the Parties desire to adopt the Maps showing their respective boundaries and proposed ETJ in accordance with Chapter 41 of the Texas Local Government Code, a copy of which Maps are attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Farmersville and Nevada agree as follows:

Article 1: Recitals Incorporated

- 1.01 All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

Article 2: Definitions

- 2.01 "Boundary Line" means the line dividing the adjoining or adjacent territory to the Parties' municipal boundaries as depicted on the Maps attached hereto and incorporated herein as Exhibit "A." The territory is an area over which each Party has now or may obtain jurisdictional authority on their respective side of that line.
- 2.02 "Jurisdictional Authority" means a municipality's right or ability to regulate one or more conditions or uses within the territory whether it is within its corporate limits or ETJ, as defined by state law, or in an area where planning for future growth of Party has or may occur consistent with Exhibit "A."

Article 3: Boundary Delineation

- 3.01 Farmersville and Nevada hereby agree to the establishment of the Boundary Line, as depicted on Exhibit "A" and it shall be the dividing line between the two Parties for purposes of establishing Jurisdictional Authority.
- 3.02 Farmersville shall, to the extent permitted by law, have Jurisdictional Authority over the area north of the Boundary Line and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to the area south of the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area south of the Boundary Line.
- 3.03 Nevada shall, to the extent permitted by law, have Jurisdictional Authority over the area south of the Boundary Line and does hereby expressly abandon and relinquish Jurisdictional Authority, if any, to the area north of the Boundary Line, and further agrees it shall not extend its Jurisdictional Authority to the area north of the Boundary Line.
- 3.04 The Parties agree to declare the area over which each of the Parties has or will have Jurisdictional Authority with respect to the Boundary Line.

Article 4: Miscellaneous

- 4.01 This Agreement shall be governed by, construed and enforced under the laws of the State of Texas.
- 4.02 The obligations and undertakings of each of the Parties to this Agreement shall be performed in Collin County, Texas. The Parties agree that exclusive venue for any action pursuant to this Agreement shall be in Collin County, Texas.
- 4.03 This Agreement contains the entire agreement of Farmersville and Nevada with respect to the subject matter of the Agreement. No agreement, statement, or promise made by either of the Parties to any party or to any employee, agent, or officer of one of the Parties that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties to be enforceable.
- 4.04 This Agreement shall not be assigned without the prior written consent of the other Party.
- 4.05 This Agreement shall be deemed drafted equally by the Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either of the Parties shall not apply.
- 4.06 In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 4.07 In the event of any dispute regarding this Interlocal Agreement or the terms contained herein, the Parties agree that they shall submit such dispute to non-binding mediation.
- 4.08 The persons signing this Agreement on behalf of the Parties hereby represent that they have been duly authorized and empowered to sign this Agreement on behalf of their respective Parties.
- 4.09 The effective date of this Agreement shall be the latter of the date as signed by each Mayor after a properly held City Council meeting where a majority of the governing body voted in favor of this Agreement.
- 4.10 The Parties hereto agree that they shall adopt such joint ordinance or joint resolution or take such other action as may be necessary to accomplish the purpose of this Agreement. The adoption of any such ordinance or resolution or the performance of any other action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the Parties against the other, unless and until such time as both Parties have adopted

such a joint ordinance or joint resolution or taken such other necessary acts as mirror the other's acts. Provided, however, that upon adoption of any such joint ordinance or joint resolution or the taking of any necessary act by both of the Parties, the Parties agree that the effective date of this Agreement shall be the date upon which Farmersville approves this Agreement.

- 4.11 This Agreement is drafted for the benefit of the Parties, and does not and shall not confer or extend any benefit or privilege to any third party.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their representatives who are duly authorized by their respective governing bodies on the date indicated below.

CITY OF FARMERSVILLE

Jack Randall Rice, Mayor

Date: _____

ATTEST:

Sandra Green, City Secretary

CITY OF NEVADA

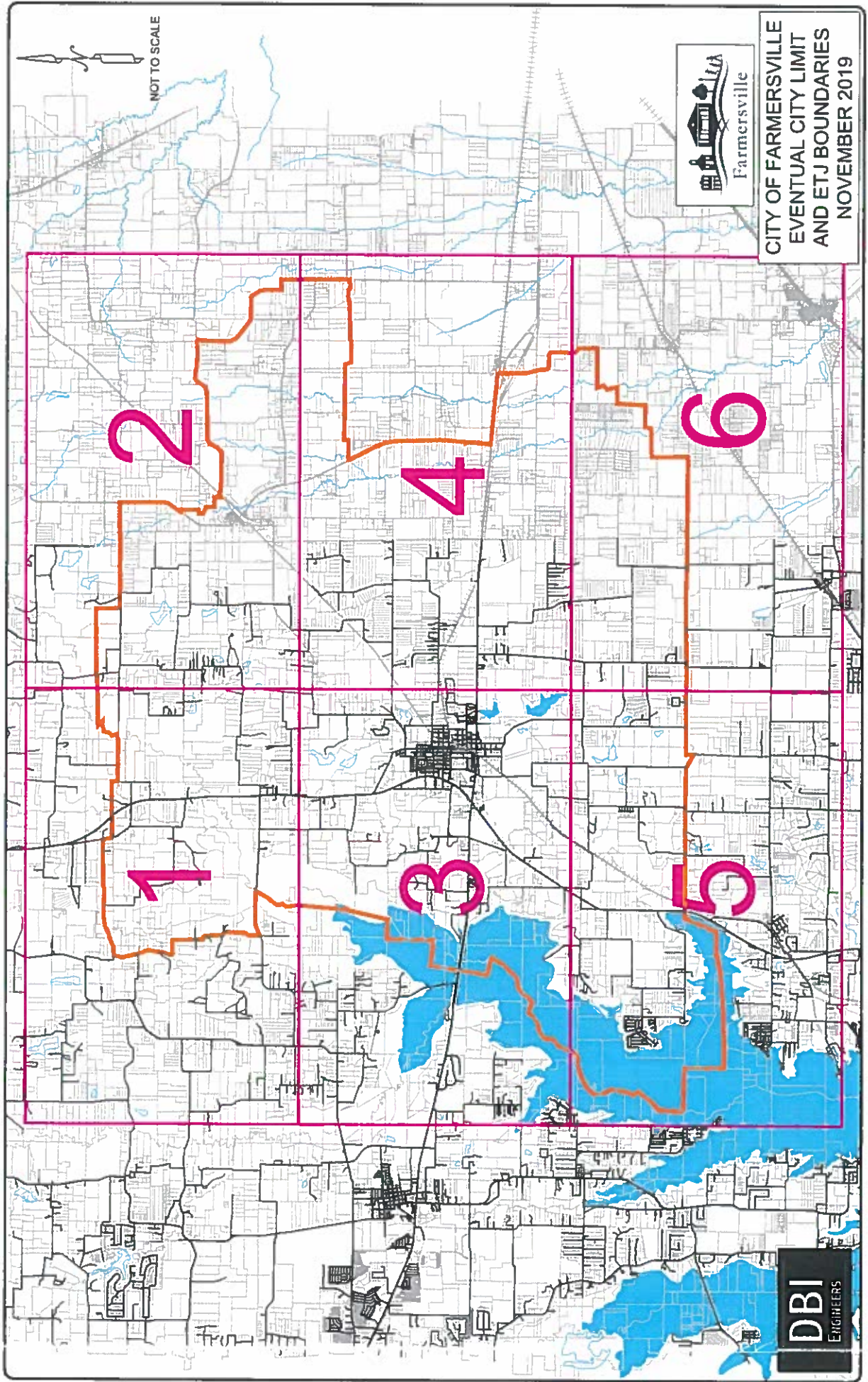
Mayor

Date: _____

ATTEST:

Judy Hill, City Secretary

Exhibit "A"

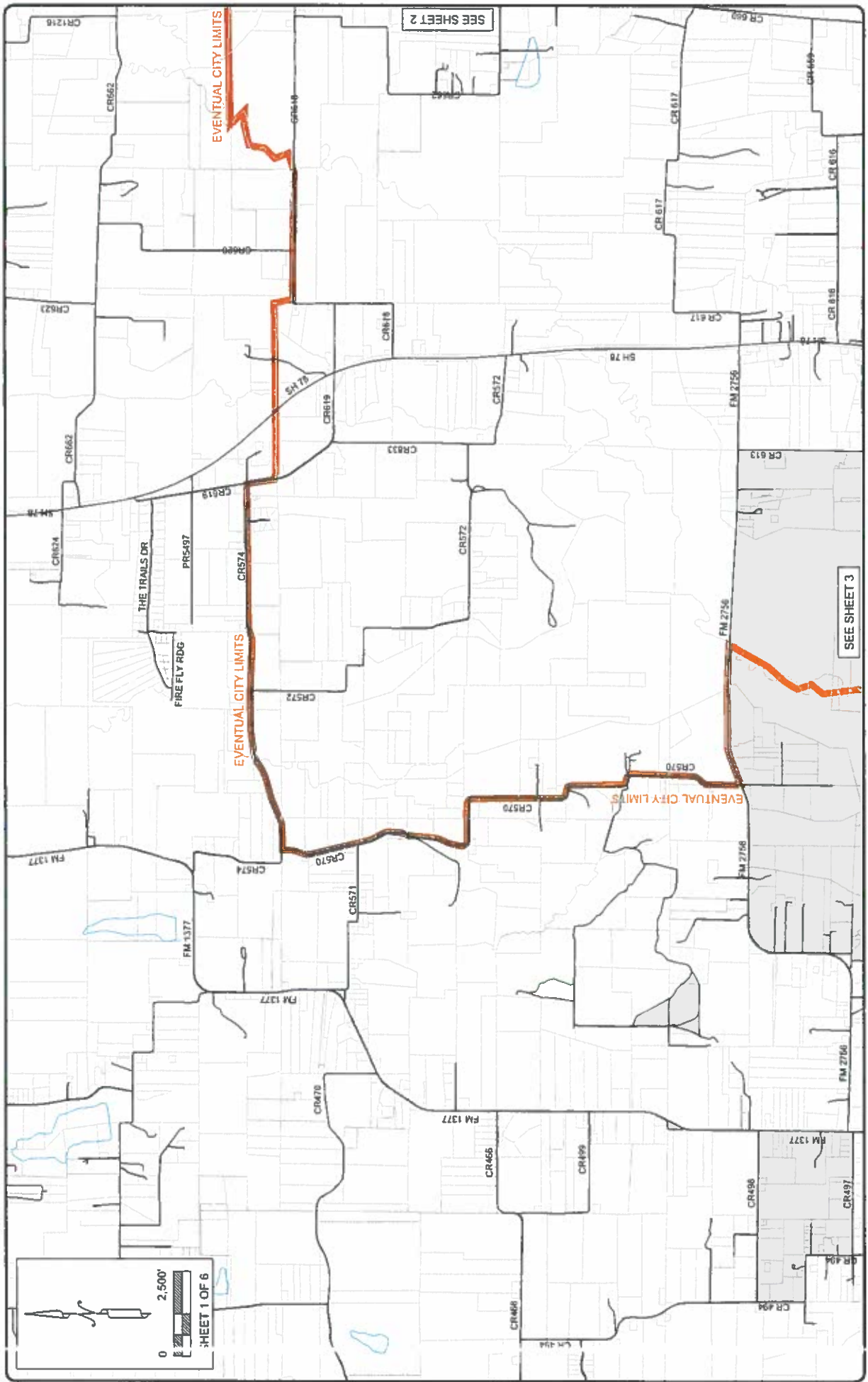


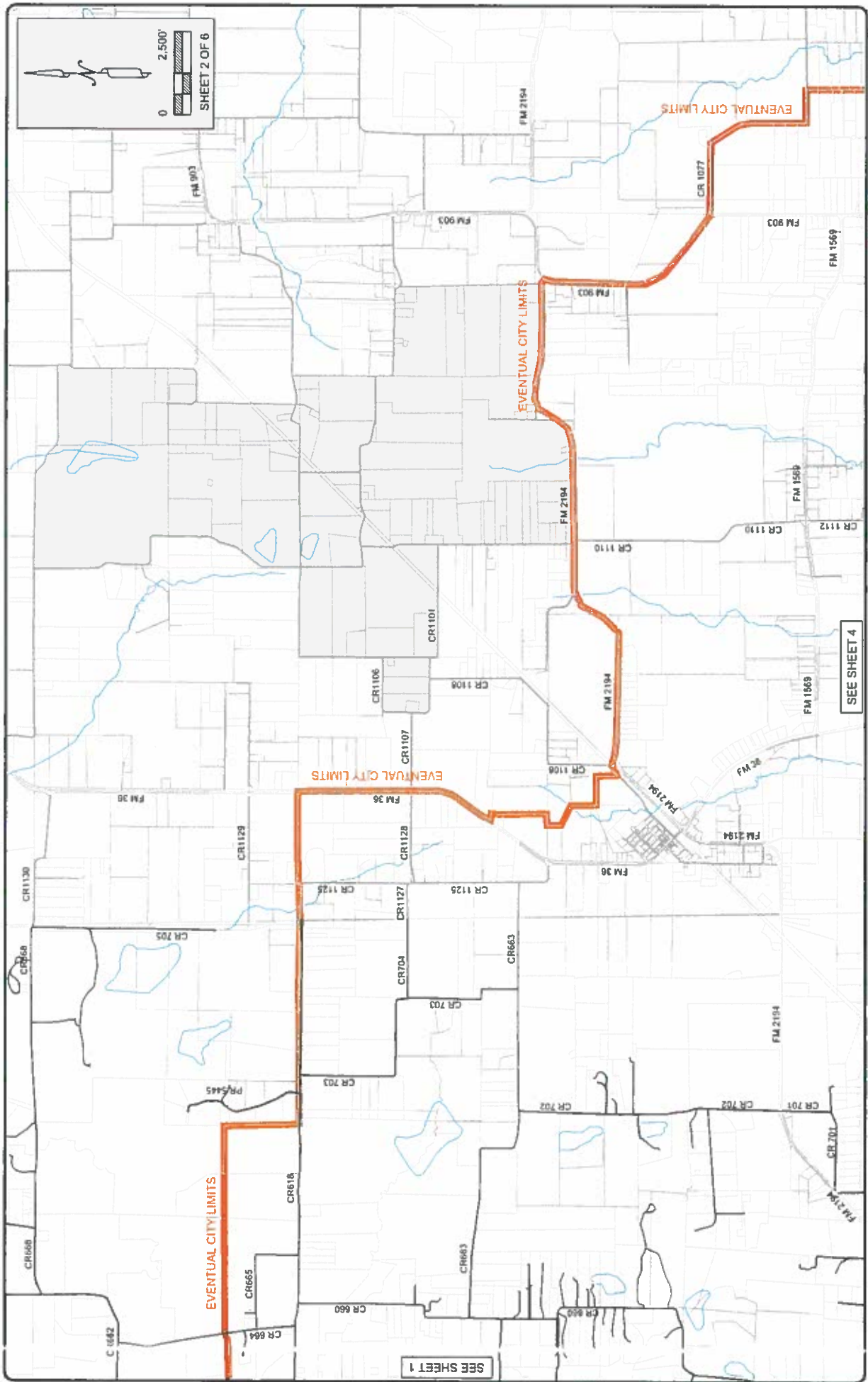
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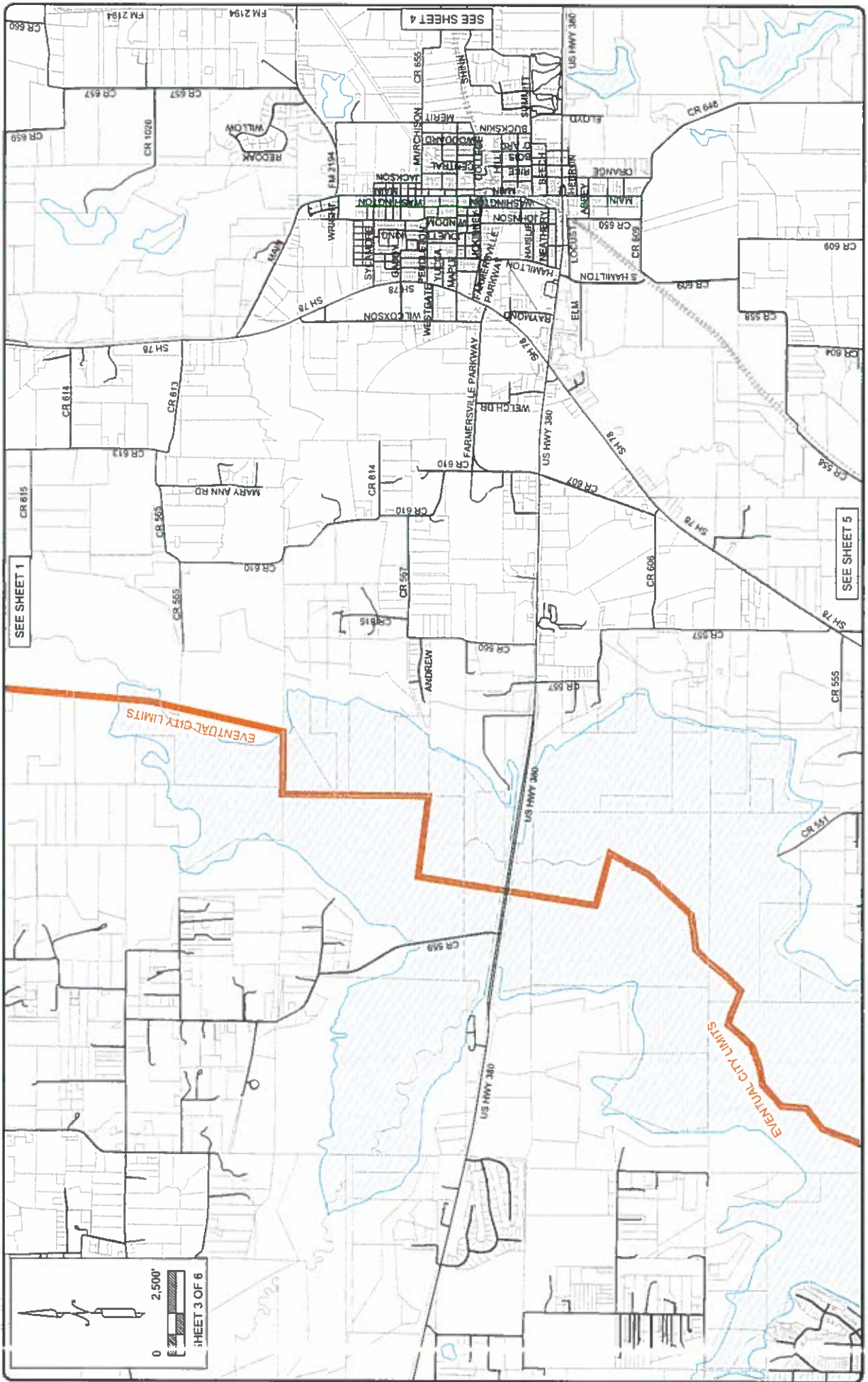


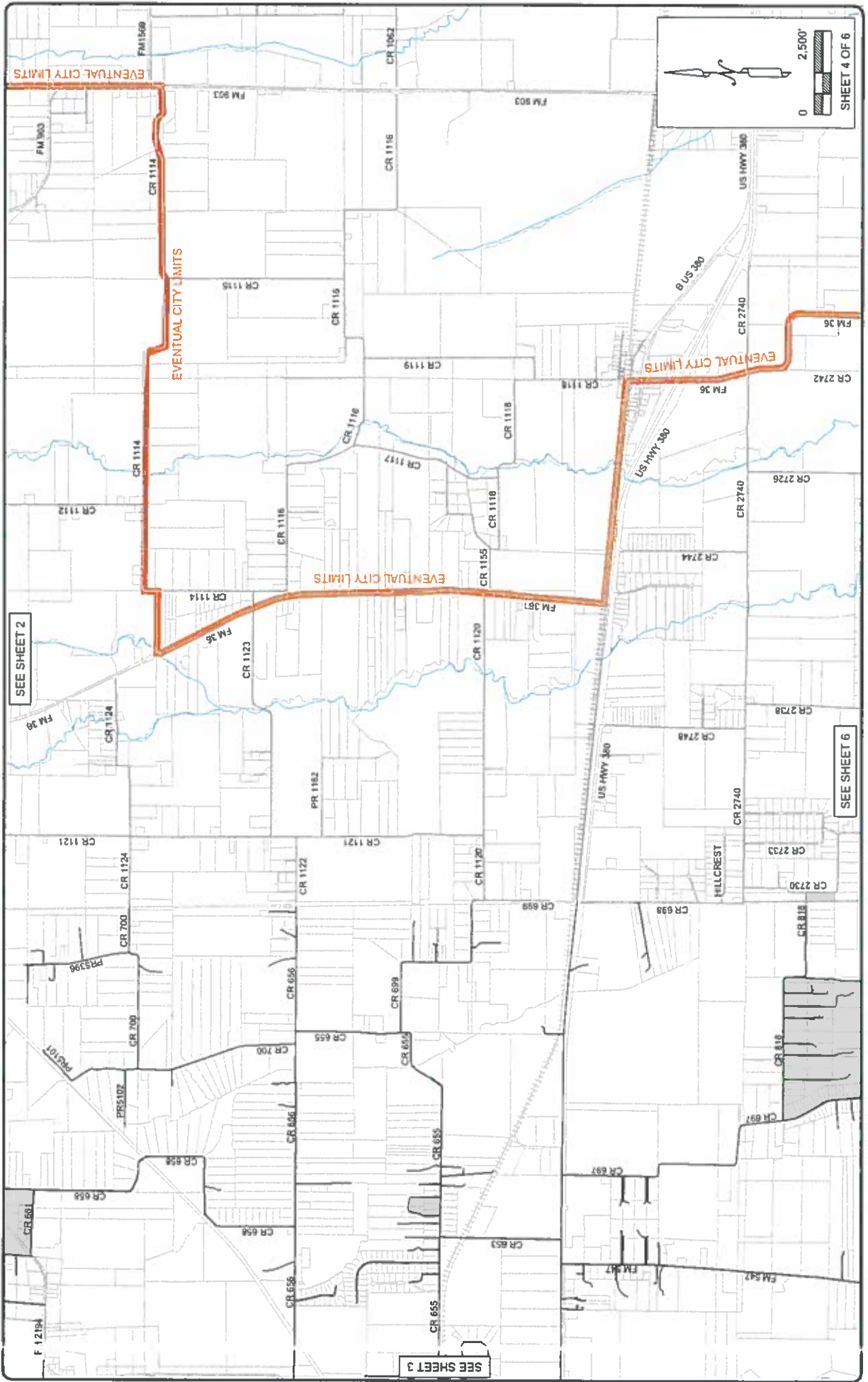
CITY OF FARMERSVILLE
EVENTUAL CITY LIMIT
AND ETJ BOUNDARIES
NOVEMBER 2019

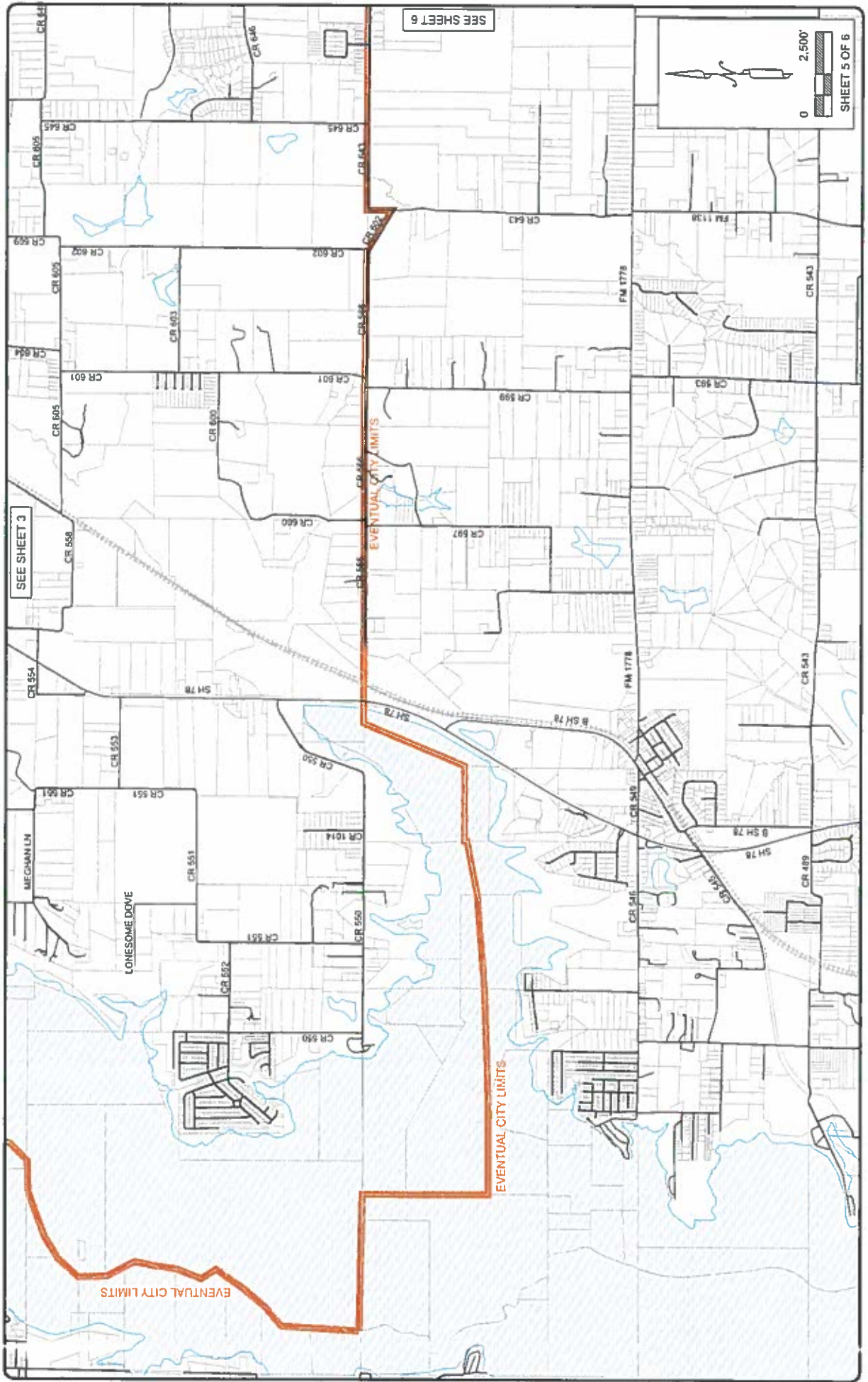


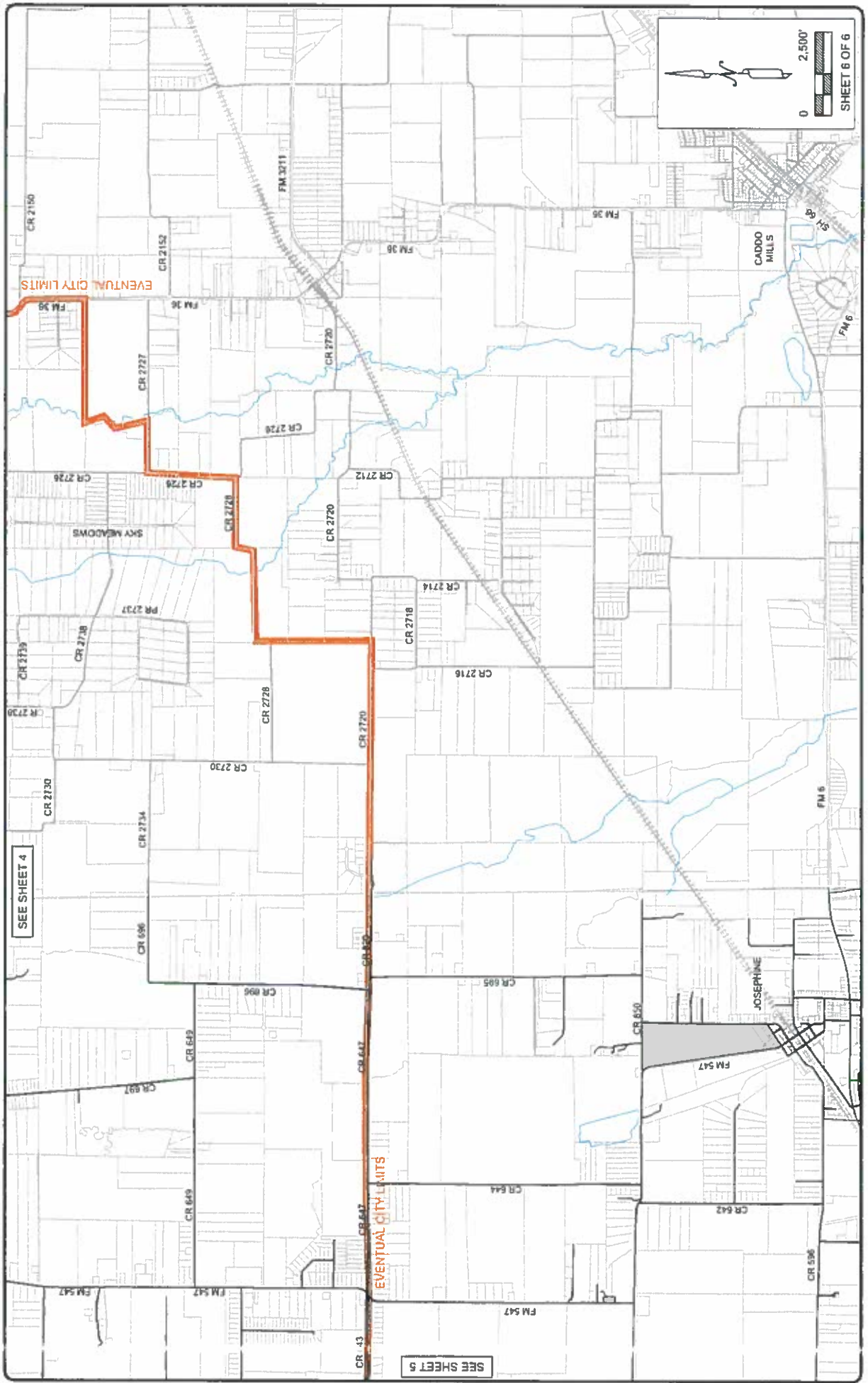












SEE SHEET 4

SEE SHEET 5

0 2,500' SHEET 6 OF 6

IX. EXECUTIVE SESSION

X. RECONVENE FROM EXECUTIVE SESSION

XI. Requests to be Placed on Future Agendas

XII. Adjournment