

VI. Public Hearing

Agenda Section	Public Hearing
Section Number	VI.A
Subject	Public hearing to consider, discuss and act upon a recommendation from the Planning & Zoning Commission and Ordinance #O-2020-0114-001 regarding a text amendment to Chapter 77, "Comprehensive Zoning Ordinance," of the Code of Ordinances of the City of Farmersville, Texas, that will amend various provisions of said Chapter which regulate the building products, materials or methods used in the construction or renovation of residential or commercial buildings to bring such provisions into conformity with new state laws adopted by and through House Bill 2439.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	O-2020-0114-001
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 #2020-0114-001**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-29, "DEFINITIONS," TO MODIFY THE DEFINITIONS OF "BUILDING" AND "STRUCTURE" AND ADD DEFINITIONS FOR THE PHRASES "HISTORICALLY SIGNIFICANT AREA" AND "SIGNIFICANTLY IMPORTANT BUILDING," AMENDING SECTION 77-51, "NON-CONFORMING USES AND STRUCTURES," BY AMENDING PARAGRAPHS (c) AND (d) THEREOF TO RECOGNIZE ADDITIONAL REQUIREMENTS APPLICABLE TO STRUCTURES LOCATED IN A HISTORICALLY SIGNIFICANT AREA OR WHICH ARE A SIGNIFICANTLY IMPORTANT BUILDING, AMENDING SECTION 77-66, "ACCESSORY BUILDING REGULATIONS," BY AMENDING PARAGRAPH (b)(6), "OTHER REGULATIONS," TO RECOGNIZE ADDITIONAL REQUIREMENTS APPLICABLE TO STRUCTURES LOCATED IN A HISTORICALLY SIGNIFICANT AREA OR WHICH ARE A SIGNIFICANTLY IMPORTANT BUILDING, AMENDING SECTION 77-67, "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," BY RELETTERING PARAGRAPHS (a) THROUGH (i) AS PARAGRAPHS (b) THROUGH (j) AND INSERTING A NEW PARAGRAPH (a) TITLED "RESTRICTIONS ON EXTERIOR BUILDING MATERIAL REGULATIONS," AND, AMENDING SECTION 77-73, "EXTERIOR LIGHTING," BY RELETTERING PARAGRAPHS (a) THROUGH (e) AS PARAGRAPHS (b) THROUGH (f) AND INSERTING A NEW PARAGRAPH (a) TITLED "RESTRICTIONS ON EXTERIOR LIGHTING REGULATIONS" TO BRING ALL OF SAID PROVISIONS INTO CONFORMITY WITH NEW STATE LAWS ADOPTED BY AND THROUGH HOUSE BILL 2439, 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 ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

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

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

WHEREAS, the Texas Legislature adopted House Bill 2439 during the 86th Regular Session to impose restrictions on municipal authority to regulate exterior building and lighting standards; and

WHEREAS, House Bill 2439 requires the City to make numerous changes to its Zoning Ordinance to conform to the new legislation; and

WHEREAS, the City Council of the City of Farmersville, Texas, does hereby find and determine that 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 77, "Zoning," 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. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDMENT OF CHAPTER 77, "ZONING," BY AMENDING SECTION 77-29, "DEFINITIONS," TO MODIFY THE DEFINITIONS OF "BUILDING" AND "STRUCTURE" AND INSERT DEFINITIONS FOR THE PHRASES "HISTORICALLY SIGNIFICANT AREA" AND "SIGNIFICANTLY IMPORTANT BUILDING," IN ALPHABETICAL ORDER

From and after the effective date of this Ordinance, Chapter 77 of the Farmersville Code is amended through the amendment of Section 77-29, "Definitions," by modify the definitions of "Building" and "Structure" and insert definitions for the phrases "Historically Significant Area" and "Significantly Important Building," in alphabetical order to read as follows:

"Building means any structure built for the occupancy of persons, animals, or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building."

"Historically Significant Area means one or more places or areas designated by the City for its historical, cultural, or

architectural importance and significance before April 1, 2019. The areas included within the CA -- Central Area District, the Farmersville Commercial Historic District, and the Farmersville Main Street America Program Area are Historically Significant Areas designated by the City before April 1, 2019 or as authorized by Chapter 3000 of the Texas Local Government Code."

"Significantly Important Building means a building which is:

- (a) located in a Historically Significant Area;
- (b) located in an area designated as a historic district on the National Register of Historic Places;
- (c) designated as a Recorded Texas Historic Landmark;
- (d) designated as a State Archeological Landmark or State Antiquities Landmark;
- (e) listed on the National Register of Historic Places or designated as a landmark by a governmental entity;
- (f) located in a World Heritage Buffer Zone; or
- (g) located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Texas Government Code Section 442.014; or as otherwise provided in Chapter 3000 of the Texas Government Code."

"Structure means a combination of materials that are used to form a construction that is built and/or installed on, above or below the surface of land or water. (means that which is built or constructed vertically above ground level)."

SECTION 3. AMENDING SECTION 77-51, "NON-CONFORMING USES AND STRUCTURES," BY AMENDING PARAGRAPHS (c) AND (d) THEREOF TO RECOGNIZE ADDITIONAL REQUIREMENTS APPLICABLE TO STRUCTURES LOCATED IN A HISTORICALLY SIGNIFICANT AREA OR WHICH ARE A SIGNIFICANTLY IMPORTANT BUILDING

From and after the effective date of this Ordinance, Section 77-51, "Non-Conforming Uses and Structures," is hereby amended by deleting paragraphs (c) and (d) thereof in their entirety and adopting new paragraphs (c) and (d) to recognize additional requirements applicable to structures located in a Historically Significant Area or which are a Significantly Important Building to read as follows:

"(c) *Structure destroyed; partial destruction; reconstruction.* If a nonconforming structure is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this article. In the case of partial destruction of a nonconforming structure, not exceeding 50 percent of its reasonable value, reconstruction will be permitted, but the size or function of a nonconforming use therein cannot be expanded. In addition, a nonconforming structure that is located in a Historically Significant Area or which is a Significantly Important Building may also only be restored or reconstructed so as to have the same appearance that it had immediately prior to the damage or destruction.

Conversely, if a residential structure which was in existence within the provisions of prior zoning district regulations, which does not now conform to the regulations herein prescribed for highway commercial zoning, is destroyed in the above described manner, it shall be allowed to be rebuilt. A nonconforming structure that is located in a Historically Significant Area or which is a Significantly Important Building may also only be restored or reconstructed so as to have the same appearance that it had immediately prior to the damage or destruction.

(d) *Expansion of area.* No nonconforming use may be expanded or increased beyond the platted lot or tract upon which such nonconforming use is located nor may a nonconforming junk yard or trailer park be expanded by covering more area than it did as of the effective date of the ordinance from which this article is derived, except to provide off-street parking or off-street loading space upon approval of the board of adjustment. Conversely, a residential structure which was in existence within the provisions of prior zoning district regulations, which does not now conform to the regulations herein prescribed for highway commercial zoning, shall be allowed to expand. A nonconforming

structure that is located in a Historically Significant Area or which is a Significantly Important Building may also only be restored or reconstructed so as to have the same appearance that it had immediately prior to the damage or destruction."

SECTION 4. AMENDING SECTION 77-66, "ACCESSORY BUILDING REGULATIONS," BY AMENDING PARAGRAPH (b)(6), "OTHER REGULATIONS," TO RECOGNIZE ADDITIONAL REQUIREMENTS APPLICABLE TO STRUCTURES LOCATED IN A HISTORICALLY SIGNIFICANT AREA OR WHICH ARE A SIGNIFICANTLY IMPORTANT BUILDING

From and after the effective date of this Ordinance, Section 77-66, "Accessory Building Regulations," is hereby amended by amending Paragraph (B)(6), "Other Regulations," to recognize additional requirements applicable to Structures Located in a Historically Significant Area or which are a Significantly Important Building to read as follows:

"(B)(6) Other regulations.

- a. An accessory dwelling unit shall not contain more than one bedroom, more than one kitchen, or more than one bathroom.
- b. Parking areas shall be located behind the front yard.
- c. In order to maintain the architectural design, style, appearance and character of the main building as a single-family residence, the accessory dwelling unit shall have a roof pitch, exterior façades and window proportions identical to that of the principal residence if the principal residence is a Significantly Important Building, or either or both of the principal residence and the accessory building are situated in a Historically Significant Area."

SECTION 5. AMENDING SECTION 77-67, "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," BY RELETTERING PARAGRAPHS (a) THROUGH (i) AS PARAGRAPHS (b) THROUGH (j) AND INSERTING A NEW PARAGRAPH (a) TITLED "RESTRICTIONS ON EXTERIOR BUILDING MATERIAL REGULATIONS"

From and after the effective date of this Ordinance, Section 77-67, "Exterior Construction Standards for Structures," is hereby amended by relettering Paragraphs (a) through (i) as Paragraphs (b) through (j) and inserting a new

Paragraph (a) titled "Restrictions on Exterior Building Material Regulations" to read as follows:

"(a) The Texas Legislature adopted House Bill 2439, which became effective on September 1, 2019, establishing Texas Government Code Sections 3000.001 through 3000.005. That legislation prohibits a governmental entity from adopting or enforcing a rule, charter provision, ordinance, order, building code or other regulation – with certain specified exceptions – that

- (1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or
- (2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Tex. Gov't Code § 3000.002(a). Certain of the provisions set out in this Section 77-67 do not conflict with Tex. Gov't Code §§ 3000.001, *et seq.* However, to the extent that the foregoing legislation preempts the City's ability to enforce the following exterior construction standards, the City will not enforce these exterior construction standards. Notwithstanding the foregoing, the City reserves the right to enforce any and all of the following exterior construction standards to the

extent that the City's authority is not otherwise preempted.

The following exterior construction standards requirements shall apply to any and all buildings in a "Historically Significant Area" and any and all buildings that are a "Significantly Important Building" which are situated within the corporate limits of the City, and as otherwise specifically noted."

SECTION 6. AMENDING SECTION 77-73, "EXTERIOR LIGHTING," BY RELETTERING PARAGRAPHS (a) THROUGH (e) AS PARAGRAPHS (b) THROUGH (f) AND INSERTING A NEW PARAGRAPH (a) TITLED "RESTRICTIONS ON EXTERIOR LIGHTING REGULATIONS"

From and after the effective date of this Ordinance, Section 77-73, "Exterior Lighting," is hereby amended by relettering Paragraphs (a) through (e) as Paragraphs (b) through (f) and inserting a new Paragraph (a) titled "Restrictions on Exterior Lighting Regulations" to read as follows:

- (a) The Texas Legislature adopted House Bill 2439, which became effective on September 1, 2019, establishing Texas Government Code Sections 3000.001 through 3000.005. That legislation prohibits a governmental entity from adopting or enforcing a rule, charter provision, ordinance, order, building code or other regulation – with certain specified exceptions – that
 - (1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or
 - (2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product,

material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Tex. Gov't Code § 3000.002(a). Certain of the provisions set out in this Section 77-73 do not conflict with Tex. Gov't Code §§ 3000.001, et seq. However, to the extent that the foregoing legislation preempts the City's ability to enforce the following exterior lighting standards, the City will not enforce these exterior lighting standards. Notwithstanding the foregoing, the City reserves the right to enforce any and all of the following exterior lighting standards to the extent that the City's authority is not preempted.

The following exterior lighting standards requirements shall apply to any and all buildings in a "Historically Significant Area" and any and all buildings that are a "Significantly Important Building" which are situated within the corporate limits of the City, and as otherwise specifically noted.

Section 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 14th day of January, 2020 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

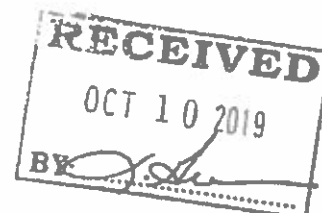
Agenda Section	Public Hearing
Section Number	VI.B
Subject	Public hearing to consider, discuss and act upon a recommendation to the City Council regarding requested variances from the City's Subdivision Ordinance that require the proposed Tran 557 Addition to construct certain off-site public improvements as are needed to fully serve the property including (1) water lines and other appurtenant improvements required to provide the water volumes and flows sufficient for both domestic and fire-flow uses, (2) connections and sewer lines together with all other appurtenant improvements to the City's wastewater system required to allow the subdivision to tie in to the City's wastewater system, and/or (3) roadway improvements; and, consider, discuss, and act upon a recommendation to the City Council regarding the minor plat for the Tran 557 Addition as well as a proposed ETJ Facilities Agreement addressing the variances requested for the Tran 557 Addition.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Application 2. CC Staff Report 3. DBI Letter 4. ETJ Facilities Agreement 5. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • 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

20191281



SUBDIVISION APPLICATION FORM

City of Farmersville, Texas



Please Type or Print Information

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

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

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

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

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

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

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

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

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

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

Subdivision Application Form

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

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

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

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

Subdivision Application Form

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

Property Owner Information	
Name	TU AHN & MOLLY TEAN
Address	260 E. DAVIS
City	MCKINNEY
State	TX
Zip	75069
Work Phone Number	
Facsimile Number	
Mobile Phone Number	972 822 9894
Email Address	
Applicant/Responsible Party Information	
Name	OWNER
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Engineer Information	
Name	N/A
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Surveyor Information	
Name	MATTHEW BUSBY
Address	116 MCKINNEY
City	FARMERSVILLE
State	TX
Zip	75442
Work Phone Number	
Facsimile Number	
Mobile Phone Number	214 499 8472
Email Address	mbusby-bsi@yahoo.com

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	TRAN 557 ADDITION
Total Acreage of Development	15.80
Physical Location of Property	C.R. 557
Legal Description of Property	SEE PLAT
Number of Lots	1

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

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

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

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

Subdivision Application Form

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

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

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

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

Subdivision Application Form

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

Subdivision Application Form

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

Subdivision Application Form

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

Subdivision Application Form

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

Subdivision Application Form

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

Utility Providers	
Description of Service	Name
Electrical Service Provider	TEXAS NEW-MEXICO
Water Supplier	COPEVILLE
Sewage Disposal	RSSF
Telephone Service	
Cable TV Service	
Gas Service	
Refuse Pick-Up	

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


Owner's Signature

TU Tran
Owner's Name (Printed)

9-30-19
Date


Co-Owner's Signature

Molly Tran
Co-Owner's Name (Printed)

9.30.19
Date

Co-Owner's Signature

Co-Owner's Name (Printed)

Date

Subdivision Application Form

City of Farmersville Staff Only

(Applicant, do not mark in spaces below)

Description	Response
Name of City Staff Worker Receiving Application	
Fee Amount	
Check Number	
Date Received	
City Receipt Number	
City Asset Account Number	



CITY COUNCIL AGENDA ITEM

SUBJECT: Tran 557 Addition
MEETING DATE: January 14, 2020
DEPARTMENT: Planning
CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

Public hearing to consider, discuss and act upon a recommendation to the City Council regarding requested variances from the City's Subdivision Ordinance that require the proposed Tran 557 Addition to construct certain off-site public improvements as are needed to fully serve the property including (1) water lines and other appurtenant improvements required to provide the water volumes and flows sufficient for both domestic and fire-flow uses, (2) connections and sewer lines together with all other appurtenant improvements to the City's wastewater system required to allow the subdivision to tie in to the City's wastewater system, and/or (3) roadway improvements; and, consider, discuss, and act upon a recommendation to the City Council regarding the minor plat for the Tran 557 Addition as well as a proposed ETJ Facilities Agreement addressing the variances requested for the Tran 557 Addition.

ITEM SUMMARY:

- The application for a plat was submitted on October 10, 2019.
- The property is currently located in the City's ETJ on County Road 557, south of U.S. Highway 380 and north of County Road 606.
- The applicant has stated they intend to use the property to build a single family residence.
- The plat was reviewed by DBI for compliance with the Subdivision Ordinance and recommended a few changes to the plat.
- On November 4, 2019, the item was heard at the Planning & Zoning meeting where staff recommended denial of the plat until all comments had been addressed since no will serve letter was submitted and a variance was required for fire flows.
- Since the November 4, 2019, Planning & Zoning meeting, the applicant submitted the plat with changes and provided all the necessary utility paperwork required by DBI.
- DBI reviewed the corrected plat and recommended approval of the plat pending the applicant signing the ETJ Facilities Agreement.
- On December 12, 2019, staff received the signed ETJ Facilities Agreement from the applicant.

- On December 16, 2019, the item was heard at the Planning & Zoning meeting where staff recommended approval of the plat.
- The Planning & Zoning Commission approved the plat and recommended it to the City Council.
- Staff recommends approval of the plat.



November 14, 2019

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

RE: Tran 557 Addition, Lot 1 Block 1 Review
Dated November 6, 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. A facilities agreement for utility services will still need to be completed, however.

It is recommended that the Minor Plat be approved pending the completion of the facilities agreement. 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 style with a large initial "J" and "D".

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

**City of Farmersville, Texas
FACILITIES AGREEMENT**
(Rough Proportionality of Required Improvements)

Tran 557 Addition, Lot 1, Block 1

THIS AGREEMENT, entered into effective the ____ day of _____, 20____, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **TU AHN TRAN and MOLLY TRAN**, whose mailing address is 260 East Davis, McKinney, Texas 75069 (collectively "LANDOWNERS") witnesseth that:

WHEREAS, the Subdivision Ordinance of the City of Farmersville, Texas contained in Chapter 65 of the Farmersville Code (the "Subdivision Ordinance") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 65-1(b) of the Subdivision Ordinance extends the application of the Subdivision Ordinance to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 65-82 of the Subdivision Ordinance requires the execution of a Facilities Agreement prior to the approval of a plat to facilitate the deferral of required public improvements; and

WHEREAS, the development of the subdivision to be known as ***Tran 557 Addition, Lot 1, Block 1***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNERS in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

WHEREAS, the Subdivision Ordinance also prohibits recording the Record Plat of a subdivision within the incorporated area and ETJ of the CITY until the LANDOWNERS have completed all of the public facilities required to serve

the property being developed that must be dedicated to the City ("Public Improvements") or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, LANDOWNERS have appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the "Appealed Improvements") must be included in the Minor Plat of the subdivision in the ETJ, to be known as ***Tran 557 Addition, Lot 1, Block 1***, (the "Minor Plat") before said Minor Plat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the "Property," defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one single-family home on the Property that is being platted as ***Tran 557 Addition, Lot 1, Block 1***, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

WHEREAS, CITY and LANDOWNERS desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that will allow for the conditional deferral of the design and construction of the Appealed Improvements, specify the uses that can be made of the Property, and require that the Appealed Improvements be designed and constructed prior to any change or modification in the use presently proposed for the Property all as provided hereinafter below.

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNERS, as set forth herein, and to gain approval of the CITY to approve said Minor Plat and ultimately record the Record Plat with Collin County, the LANDOWNERS and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the east side of County Road 557 containing approximately 15.80 acres of land, more or less, in the Morgan C. Hamilton Survey, Abstract No. 422, Collin County, Texas, and more fully described and depicted in the Minor Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on the Property, with Lot 1 containing approximately 15.80 acres of land, more or less. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNERS the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

1. Bed and breakfast;
2. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
3. College or university;
4. Community center (public);
5. Day care center;
6. School, public, private or parochial;
7. Country club;
8. Golf course (public);
9. Park or playground (public);
10. Playfield or stadium (public);
11. Recreation center (public);
12. Rehabilitation care facility
13. Swimming pool (public);
14. Swim and tennis club; and
15. Utility substation or regulating station.

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNERS hereby agree to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

LANDOWNERS shall dedicate, at no cost to the public use forever, that amount of right-of-way along perimeter roadways adjacent to the Property as reflected on the Minor Plat attached hereto as Exhibit A which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated,

LANDOWNERS shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately thirty-five-foot (35') wide right-of-way emanating from the centerline of County Road 557, along the entire length of the western border of the Property immediately adjacent to County Road 557 that includes and conveys the interest in the existing prescriptive right-of-way to the public use forever.

The location of the foregoing described right-of-way dedication is more particularly depicted in the proposed Minor Plat attached hereto as Exhibit A and is incorporated herein by reference for all purposes allowed by law.

2. UTILITIES

LANDOWNERS shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY standards, at such time as the Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNERS shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include those easements necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Line(s)") to and across the Property in accordance with the CITY's Master Plan(s) together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Line(s) in accordance with CITY standards, at such time as the Property is platted. LANDOWNERS' easement dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running north-south across the Property adjacent to the eastern-most boundary of the thirty-five-foot (35') wide right-of-way dedicated to the public use forever in accordance with Paragraph C.1., above.

The location of the foregoing described easement dedication is more particularly depicted in the proposed Minor Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

D. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNERS shall design and construct certain Public Improvements because the LANDOWNERS' portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impact of one lot designed for one single-family dwelling unit on such lot and hereby determines that LANDOWNERS are hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
 - a. The requirement to construct sufficient system improvements to Copeville Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, Copeville Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and
 - b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS

reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNERS shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted provided that the LANDOWNERS indemnify and hold the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNERS:
 - a. The LANDOWNERS will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
 - b. The LANDOWNERS will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
 - c. The LANDOWNERS will not be required to collect drainage in an underground storm water system.
 - d. The LANDOWNERS will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B

above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNERS as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNERS decide to develop the Property, LANDOWNERS shall develop the Property in accordance with the standards as set forth in the City of Farmersville zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

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

H. VARIANCES

It is expressly acknowledged that only those variances to the Subdivision Ordinance or other applicable CITY ordinances specifically stipulated in this Agreement are granted by CITY for this subdivision and/or development.

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands,

including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNERS, and only to the extent or percentage attributable to LANDOWNERS, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNERS shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by LANDOWNERS and set out in Paragraphs D and E, above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

J. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNERS fail to comply with any of the provisions of this Agreement, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraphs D.3, D.4, or E.2 of this Agreement.

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

LANDOWNERS have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise LANDOWNERS, regarding LANDOWNERS' rights under Texas and federal law. LANDOWNERS hereby waive any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNERS specifically reserve their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, LANDOWNERS hereby release the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNERS' responsibility for roadway and utility improvements for the

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

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

Pursuant to Section 212.172 of the Texas Local Government Code this Agreement may be valid for a term of up to forty-five (45) years unless earlier terminated by breach or pursuant to the specific provisions of Paragraphs D or E of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNERS agree that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNERS. Likewise, coordination with agencies requiring special conditions (i.e.,

railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNERS.

3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

CITY OF FARMERSVILLE

By: _____
JACK RANDALL RICE
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN
City Secretary

LANDOWNERS

By: Tu Ahn Tran
TU AHN TRAN

Date Signed: 12-11-19

By: Molly Tran
MOLLY TRAN

Date Signed: 12.11.19

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

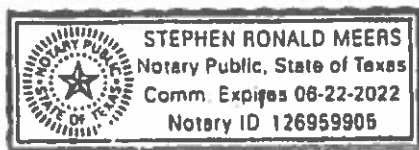
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 11 day of December, 2019, by TU AHN TRAN in his capacity as the Landowner of the Property situated along the east side of County Road 557 containing approximately 15.80 acres of land, more or less, in the Morgan C. Hamilton Survey, Abstract No. 422, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11th DAY OF December, 2019.



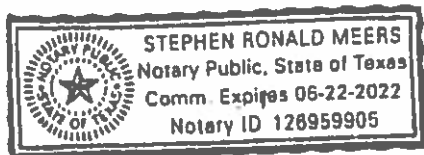
Notary Public [Signature] County, Texas
My commission expires 6-22-2022

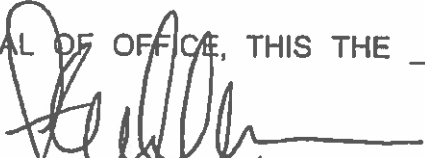
THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 11 day of December, 2019, by MOLLY TRAN in her capacity as the Landowner of the Property situated along the east side of County Road 557 containing approximately 15.80 acres of land, more or less, in the Morgan C. Hamilton Survey, Abstract No. 422, Collin County, Texas, known to me to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

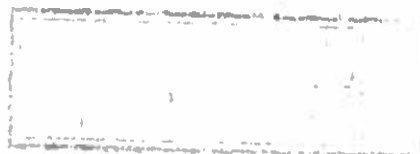
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11th DAY OF December, 2019.




Notary Public Collin County, Texas
My commission expires 6-22-2022

PREPARED IN THE OFFICES OF:

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



MINOR PLAT OF PROPERTY

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[illegible]

VIII. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VII.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2020-0114-002 granting an exception to the "inscription requirements" for city-owned vehicles.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	1. O-2020-0114-002 2. Memo from Chief Sullivan
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-2020-0114-002**

AN ORDINANCE GRANTING AN EXCEPTION TO THE "INSCRIPTION REQUIREMENTS" OF TEXAS TRANSPORTATION CODE § 721.004 FOR CERTAIN CITY-OWNED VEHICLES USED TO PERFORM AN OFFICIAL DUTY OF THE FARMERSVILLE POLICE DEPARTMENT; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Texas Transportation Code § 721.004 requires any motor vehicle or piece of heavy equipment that is used by a city have the name of the city and the title of the department or office using the vehicle or equipment printed on each of its sides (collectively "Inscription Requirements"); and

WHEREAS, Texas Transportation Code § 721.005 authorizes the governing body of a city to grant an exception to the Inscription Requirements for any automobile that is used to perform an official duty by its police department; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt an exception under the Texas Transportation Code § 721.005 that will allow certain vehicle(s) that are used by the Farmersville Police Department ("Department") for official duty by assignment for one or more of the following uses to remain un-marked and/or without inscription including Police Administration, Criminal Investigations (CID), Traffic Enforcement, City Marshall vehicle, and one 2008 Dodge Pick-up which is assigned to the Department.

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. GRANTING AN EXCEPTION TO INSCRIPTION REQUIREMENTS

From and after the effective date of this Ordinance, the City Council hereby grants an exception under the Texas Transportation Code § 721.005 allowing certain vehicle(s) that

are used by the Department to perform official duty by assignment for one or more of the following uses to remain un-marked and/or without inscription including Police Administration, Criminal Investigations (CID), Traffic Enforcement, City Marshall vehicle, and one 2008 Dodge Pick-up which is assigned to the Department.

SECTION 3. SEVERABILITY

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

SECTION 4. REPEALER

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

SECTION 5. ENGROSSMENT AND ENROLLMENT

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

SECTION 6. SAVINGS

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

SECTION 7. EFFECTIVE DATE

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

PASSED on first reading on the 14th day of January, 2020, and second reading on the ____ day of _____, 2020 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 _____, 2020.

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary



Farmersville Police Department

To: Farmersville City Council

From: M. Sullivan, Chief of Police

Subj: Inscription Requirements for city-owned vehicles

Date: 12/10/2019

Section 721.004 of the Texas Transportation Code requires any motor vehicle or piece of heavy equipment that is used by a city have the name of the city and the title of the department or office using the vehicle or equipment printed on each of its sides (collectively "Inscription Requirements").

Texas Transportation Code § 721.005 authorizes the governing body of a city to grant an exception to the Inscription Requirements for any automobile that is used to perform an official duty by its police department.

Upon review of overall Farmersville Police Department policy, it was discovered that we (Farmersville Police) are not meeting the Inscription Requirements spelled out in the Texas Transportation Code. Specifically, vehicles used to perform an official duty by a police department. As noted above, Tex. Transp. Code § 721.005 authorizes the Farmersville City Council to grant an exception to the Inscription Requirements for automobiles used for an official duty by the Farmersville Police Department.

The Farmersville Police Department therefore seeks an exception under § 721.005 that would allow certain police vehicle(s) to remain un-marked and/or without inscription including automobiles that are used for an official duty by assignment to include Police Administration, Criminal Investigations (CID), Traffic Enforcement, City Marshall vehicle, and one 2008 Dodge Pick-up which is assigned to the police department.

Historically, here in Farmersville as well as in many other jurisdictions, the aforementioned assignments have used unmarked vehicles due to their day-to-day function and use. In some cases, including ours, we do utilize a vehicle that has ghost graphics which are visible day or night and is primarily used in traffic enforcement but is

also used in patrol as well. CID vehicles are primarily used for CID call-outs, transporting additional investigative equipment, and personnel. Administratively, these vehicles are used for day-to day transportation, 24-hour call-out, and command management.

This exception does not limit the Police Department's ability to use these vehicles as emergency vehicles as all of the vehicles are equipped with emergency equipment with the exception of the 2008 Dodge Pick-up.

The ability to manage the Police Department's fleet in this fashion has helped tremendously in saving money due to the rigorous requirements of out-fitting a traditional patrol (Black and White) vehicle. Additionally, this exception will give the Police Department the ability to continue to manage our fleet to best fit the needs of the agency and our community while complying with the Texas Transportation Code.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael P. Sullivan", with a stylized flourish at the end.

Michael P. Sullivan
Chief of Police

Sec. 721.004. INSCRIPTION REQUIRED ON MUNICIPAL AND COUNTY-OWNED MOTOR VEHICLES AND HEAVY EQUIPMENT. (a) The office having control of a motor vehicle or piece of heavy equipment owned by a municipality or county shall have printed on each side of the vehicle or equipment the name of the municipality or county, followed by the title of the department or office having custody of the vehicle or equipment.

(b) The inscription must be in a color sufficiently different from the body of the vehicle or equipment so that the lettering is plainly legible.

(c) The title of the department or office must be in letters plainly legible at a distance of not less than 100 feet.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 721.005. EXEMPTION FROM INSCRIPTION REQUIREMENT FOR CERTAIN MUNICIPAL AND COUNTY-OWNED MOTOR VEHICLES.

(a) The governing body of a municipality may exempt from the requirements of Section 721.004:

- (1) an automobile when used to perform an official duty by a:
 - (A) police department;
 - (B) magistrate as defined by Article 2.09, Code of Criminal Procedure;
 - (C) medical examiner;
 - (D) municipal code enforcement officer designated to enforce environmental criminal laws; or
 - (E) municipal fire marshal or arson investigator; or
- (2) an automobile used by a municipal employee only when conducting an investigation involving suspected fraud or other mismanagement within the municipality.

(b) The commissioners court of a county may exempt from the requirements of Section 721.004:

- (1) an automobile when used to perform an official duty by a:
 - (A) police department;
 - (B) sheriff's office;
 - (C) constable's office;
 - (D) criminal district attorney's office;
 - (E) district attorney's office;
 - (F) county attorney's office;
 - (G) magistrate as defined by Article 2.09, Code of Criminal Procedure;

(H) county fire marshal's office; or

(I) medical examiner; or

(2) a juvenile probation department vehicle used to transport children, when used to perform an official duty.

(c) An exemption provided under this section does not apply to a contract deputy.

VIII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon presentation from SHG Land Investments of Farmersville, Ltd. regarding new project and incentives.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VIII.B
Subject	Update from Fire Department regarding Crisis Management Program.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon Resolution #R-2020-0114-001 regarding a Memorandum of Understanding between the City of Farmersville Fire Department and the City of Princeton Fire Department.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	1. R-2020-0114-001 2. Memorandum of Understanding
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

**CITY OF FARMERSVILLE
RESOLUTION #R-2020-0114-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
APPROVING A MEMORANDUM OF UNDERSTANDING FOR AUTOMATIC
ASSISTANCE BETWEEN FARMERSVILLE AND PRINCETON FIRE DEPARTMENTS**

WHEREAS, the City of Farmersville ("Farmersville") and the City of Princeton ("Princeton") (collectively "Cities") are parties to an Agreement for Mutual Aid and Disaster Assistance ("Mutual Aid Agreement") with other cities; and

WHEREAS, the Cities desire to enter into a Memorandum of Understanding Agreement for Automatic Assistance between the Farmersville and Princeton Fire Departments ("MOU") to enable the pre-planned response of Princeton Fire Department units into the Farmersville City Limits, and vice versa, with the intention of allowing, at the sole determination of each city, the most able and/or available emergency unit(s) of such Cities to be simultaneously dispatched for all structural fires that occur within either city's jurisdiction; and

WHEREAS, the City Council of the City of Farmersville, Texas believes it is in the best interest of the citizens of the City of Farmersville, Texas, that the MOU should be entered into by and between the Cities.

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 approves the Memorandum of Understanding Agreement for Automatic Assistance between Farmersville and Princeton Fire Departments; and

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 ____ DAY OF JANUARY, 2020.

APPROVED:

Jack Randall Rice, Mayor

ATTEST:

Sandra Green, City Secretary

**Memorandum of Understanding Agreement
For Automatic Assistance Between
Farmersville and Princeton Fire Departments**

This Memorandum of Understanding ("MOU") is authorized by the City Manager of the **City of Farmersville** and the City Manager of the **City of Princeton** in this MOU dated January 14, 2020, and is authorized by Chapter 791, Texas Government Code, as amended, and is further authorized by approved Resolution of the respective City Councils of the two Cities.

The purpose of the MOU is to outline the procedures for implementing an Automatic Assistance response between the City of Farmersville Fire Department, hereinafter referred to as "Farmersville," and the City of Princeton Fire Department, hereinafter referred to as "Princeton." This memorandum is a guide for routine operations/incidents and is not intended to replace or adjust the Agreement for Mutual Aid and Disaster Assistance currently in effect. Automatic Assistance rendered under this MOU shall be considered as a "pre-planned" mutual-aid response conducted under the authority of the existing Agreement for Mutual Aid and Disaster Assistance to which both Cities are a party. The general provisions of said Agreement for Mutual Aid and Disaster Assistance shall be controlling except where such provisions are replaced by this MOU.

Amount and Type of Assistance

This MOU shall enable the pre-planned response of Princeton Fire Department units into the Farmersville City Limits, and vice versa, with the intention of allowing, at the sole determination of each city, the most able and/or available emergency unit ("Unit") to respond to a request for service. Princeton's and Farmersville's Fire Units may be simultaneously dispatched for all structural fires that occur within either city's jurisdiction.

Incident Management

It is agreed that both agencies will use the National Incident Management System (NIMS) in the management of incidents. Upon arrival, the first arriving company at the emergency scene will assume Command in accordance with its Department's incident management procedure and promptly transfer such command to an officer of the department in whose jurisdiction the fire is found. Nothing in this MOU will preclude an officer operating in a City not his/her own requesting additional resources as appropriate from the City in whose jurisdiction the fire is occurring.

Communication and Dispatch Procedure

The Collin County Dispatch Center will simultaneously dispatch both Fire Departments. Units will respond on the channel assigned by the Dispatcher initializing the host jurisdiction's talk group. Units will advise once en route and when they arrive on scene. Should either City's Units be unavailable to respond, the dispatching agency will be immediately informed.

Loss, Damage, or Reimbursement

Each City hereto waives all claims against the other City, including compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, except those occurrences caused in whole or in part by the gross negligence of an officer, employee, or agent of the other City. Pursuant to 791.006(a), Texas Government Code, the governmental unit that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.

Neither City waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of this paragraph or its execution of this MOU and the performance of the covenants contained herein.

A responding entity shall not be reimbursed by the requesting entity for costs incurred pursuant to this MOU save and except to the extent provided otherwise in the existing Agreement for Mutual Aid and Disaster Assistance to which both cities are parties. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the service had been rendered with the corporate limits of the entity where he or she is regularly employed and/or to the extent authorized by law the corporate limits of the entity where he or she serves as a volunteer firefighter. Moreover, all wage and disability payments, except for those payments the requesting entity is required to pay under the Interlocal Cooperation Act cited above, pension payments, damage to equipment and clothing, medical expenses and is regularly employed. Each City that performs services or furnishes aid pursuant to this MOU **shall do so with funds available from then current revenues** of the City. No City shall have any liability for the failure to expend funds to provide aid hereunder.

All equipment used by the responding entity's fire department in carrying out this MOU will, during the time response services are being performed, be owned by it; and all personnel acting for the responding entity's fire department under this MOU will, during the time response services are required, be rostered firepersons of the fire department of the responding entity or member of an organized fire department rendering firefighting services to the responding entity.

At all times while equipment and personnel of any responding entity's fire department are traveling to, from, or within the geographical limits of the requesting entity in accordance with the terms of this MOU, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding entity's fire department. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

In the event that an individual performing duties subject to this MOU is named as a defendant in any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this MOU, such individual shall be entitled to receive from the Department in which they are an employee or volunteer the same benefits that he or she would be otherwise entitled to receive had such civil action arisen from an official act within the scope of his or her duties as a member of the department in which they are regularly employed or volunteering. The benefits described in this paragraph shall, to the extent required by law, be supplied by the entity where the individual is regularly employed or volunteering. However, in situations where the requesting entity may be liable, in whole or in part, for the payment of damages, then the requesting entity may intervene in such cause of action to protect its interests.

It is agreed by and between the parties hereto that any party hereto shall have the right to terminate their participation in this MOU upon (90) days' written notice to the other parties hereto. This MOU is intended to inure only to the benefit of the Cities hereto. This MOU is not intended to create, nor shall it be deemed or construed to create any rights in additional cities. The MOU may be amended only by the mutual written consent of the Cities.

Any notice required or permitted between the Cities must be in writing, addressed to the attention of each respective City manager, and shall be delivered in person, or mailed certified

mail, return receipt requested, or may be transmitted by facsimile transmission as follows:

To Farmersville: Attn: Ben White
 City Manager
 205 S. Main St.
 Farmersville, Texas 75442
 Phone: 972 782-6151
 Fax: 972 782-6604

To Princeton: Attn: Derek Borg
 City Manager
 123 W. Princeton Dr.
 Princeton, Texas 75407
 Phone: 972 736-2416
 Fax: 972 734-2548

If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect the other provisions of this MOU that can be given effect without the invalid provision, and to this end the provisions of this MOU are servable. If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect. The laws of the State of Texas shall govern this MOU, and venue shall lie in a court of appropriate jurisdiction in Collin County, Texas. Each City agrees that neither has waived their sovereign immunity by entering into and performing its obligations under this MOU.

CITY OF FARMERSVILLE:

APPROVED BY _____
Ben White, City Manager

Date _____

ATTEST:

Sandra Green, City Secretary

APPROVED BY _____
Derek Borg, City Manager

Date _____

ATTEST:

Tabitha Monk, City Secretary

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon an interlocal agreement with Collin County for Ambulance Services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Interlocal Agreement 2. Exhibit A – FY20 ENS Final Funding 3. FY20 Contract Amendment No. 1 - Renewal
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

INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES

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

RECITALS

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

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

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

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

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

I. Term of Agreement

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

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

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

II. Relationship of Parties

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

III. Services

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

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

IV. Payment of Services

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

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

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

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

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

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

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

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

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

V. Notice

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

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

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

VI. Miscellaneous

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

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

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

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

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

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

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

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

"COUNTY"

COLLIN COUNTY, TEXAS

BY: 

NAME: Keith Self

TITLE: County Judge

DATE: 12/18/18

"MEMBER"

AGENCY: City of Farmersville

BY: 

NAME: Jack Randall Rice

TITLE: Mayor

DATE: 11-13-18

MEMBER CONTACT INFORMATION FOR NOTIFICATIONS:

Address: 205 S. Main St.

City: Farmersville,

Zip Code: 75442

Contact Person: Benjamin L. White

Phone Number: (972) 782-6151

Email Address: b.white@farmersvilletx.com

EXHIBIT A
FY 2020 EMS CONTRACT

Fire District /City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Cost	Quarterly Payment 1	County Costs	Contract #	Agenda Item #
ANFD		2,042	13,949	17.32%	15,991	43.58	Northern	AMR	\$122,247.25	\$30,561.81	2019-086	Pending Signature
BLFD		2,900	1,010	1.25%	3,910	69.71	Eastern	AMR	\$8,851.51	\$2,212.88	2019-087	45879
BRFD		3,524	-	0.00%	3,524	8.32	Eastern	AMR	\$0.00	\$30,883.88	NA	NA
FVFD		4,577	3,085	3.83%	7,662	80.00	Eastern	AMR	\$27,036.55	\$6,759.14	2019-088	45880
JOFD		2,332	1,896	2.35%	4,228	32.39	Eastern	AMR	\$16,616.30	\$4,154.08	2019-089	45881
LCFD		1,235	1,742	2.16%	2,977	12.09	Eastern	AMR	\$15,266.67	\$3,816.67	2019-090	45882
MSFD		2,567	10,586	13.14%	13,153	28.05	Northern	AMR	\$92,774.35	\$23,193.59	2019-091	45883
NVFD		3,026	1,235	1.53%	4,261	29.24	Eastern	AMR	\$10,823.38	\$2,705.85	2019-092	45884
PNFD		4,278	13,261	16.46%	17,539	53.30	Eastern	AMR	\$116,217.71	\$29,054.43	2019-093	45885
RSFD		921	2,128	2.64%	3,049	13.73	Eastern	AMR	\$0.00	\$0.00	NA	NA
WMFD		1,914	-	0.00%	1,914	28.20	Northern	AMR	\$0.00	\$8,071.53	NA	NA
WEFD		2,019	331	0.41%	2,350	50.26	Northern	AMR	\$2,900.84	\$725.21	2019-094	Pending Signature
Total	31,335	49,223	61.10%	80,558	448.86				\$412,734.55	\$274,615.93		
TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00												

Total Population 80,558

Contract Rate \$ 706,000.00

Rate per person \$ 8.76

- * Westminster Fire District contains Anna annexations
- * Collin County is responsible for unincorporated Westminster and Branch
- * The incorporated portion of Royse City is covered by Rockwall EMS



Contract Amendment

One (1)

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

Vendor:	<u>City of Farmersville</u>	Effective Date	<u>11/1/2018</u>
	<u>Attn: City Secretary</u>	Contract No.	<u>2019-088</u>
	<u>205 S. Main</u>		
	<u>Farmersville, TX 75442</u>	Contract	<u>Ambulance Services Agreement, Farmersville</u>

Awarded by Court Order No.: 2018-1069-12-17
Amendment 1 Court Order No.: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Extend contract for a twelve (12) month period at the same terms and conditions of the contract of November 1, 2019 through October 31, 2020
2. Payment for contract year November 1, 2019 through October 31, 2020 is \$27,036.55. Payment will be made quarterly in four (4) equal installments of \$6,759.14 due per the agreement.

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

ACCEPTED BY:

(Print Name)

SIGNATURE

TITLE: _____

DATE: _____

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: _____

Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Update regarding boundary agreements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	January 14, 2020
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

IX. EXECUTIVE SESSION

X. RECONVENE FROM EXECUTIVE SESSION

XI. Requests to be Placed on Future Agendas

XII. Adjournment