

**CITY OF FARMERSVILLE
ORDINANCE # O-2020-0922-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-3, "SEWER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-3 THAT IS ALSO TITLED "SEWER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF SEWER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to modify the rates charged for sewer service both inside and outside the City's corporate limits to reflect changes in wholesale rates charged to the City by the North Texas Municipal Water District.

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

SECTION 1: AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY DELETING SECTION 2-3, "SEWER SERVICE FEES," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-3 THAT IS ALSO TITLED "SEWER SERVICE FEES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF SEWER

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, "Electricity, Water, Sewer, and Refuse," by deleting Section 2-3, titled "Sewer Service Fees," in its entirety and replacing said section with a new Section 2-3 that is also titled "Sewer Service Fees" to read as follows:

"Section 2-3. Sewer Service Fees.

SEWER SERVICE	
Inside City Limits Residential:	
Minimum monthly charge for first 1,000 gallons water consumption	\$42.25
Volumetric rate using winter averaging Dec/Jan/Feb 1,000 gallons < water consumption <=15,000 gallons	\$9.68 / 1,000 gallon
Maximum volumetric charge using winter averaging water consumption >15,000 gallons	\$175.02
Volumetric rate for customers without winter averaging 1,000 gallons < water consumption <= 7,000	\$9.68 / 1,000 gallon
Maximum volumetric charge without winter averaging water consumption >7,000 gallons	\$97.58
Inside City Limits Commercial:	
Minimum monthly charge for first 1,000 gallons water consumption	\$42.25
Volumetric charge 1,000 gallons<water consumption	\$9.68 / 1,000 gallon
Outside City Limits Residential:	
Minimum monthly charge for first 1,000 gallons water consumption	\$42.25
Volumetric rate using winter averaging Dec/Jan/Feb 1,000 gallons <water consumption<=15,000 gallons	\$9.68 / 1,000 gallon
Maximum volumetric charge using winter averaging water consumption >15,000 gallons	\$175.02
Volumetric rate for customers without winter averaging 1,000 <water consumption <=7,000 gallons	\$9.68 / 1,000 gallon
Maximum volumetric charge without winter averaging water consumption >7,000 gallons	\$97.58
Outside City Limits Commercial:	
Minimum monthly charge for first 1,000 gallons water consumption	\$42.25
Volumetric rate 1,000 gallons <water consumption	\$9.68 / 1,000 gallon

SECTION 2. SEVERABILITY CLAUSE

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall

not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 3. REPEALER CLAUSE

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

SECTION 4: EFFECTIVE DATE

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

PASSED on first reading and only reading on the 22nd day of September, 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.

APPROVED THIS 22nd DAY OF SEPTEMBER, 2020.

APPROVED:

BY: _____
Bryon Wiebold, Mayor

ATTEST:

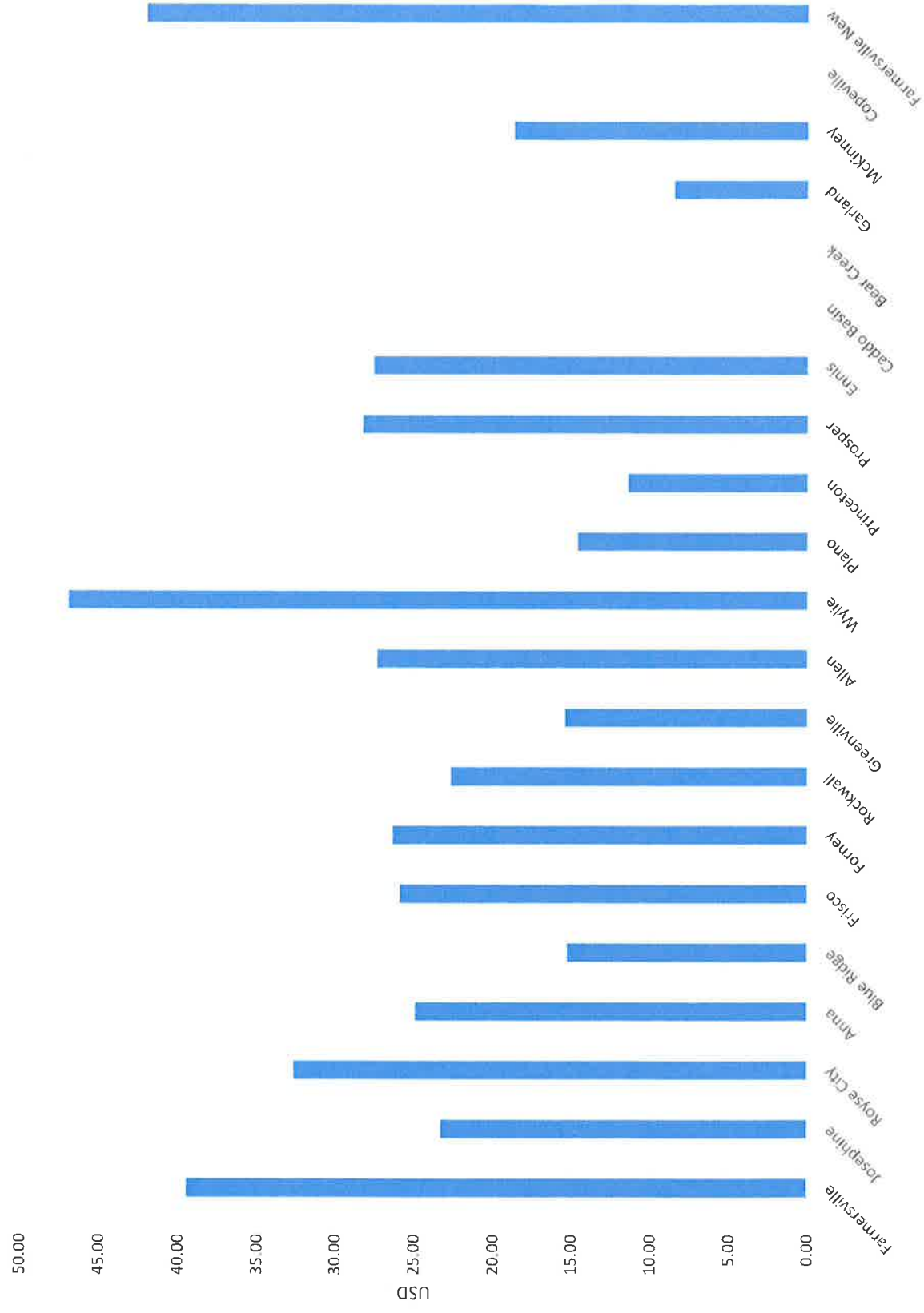
Sandra Green, TMRC, City Secretary

Area Waste Water Rates and Billing Information

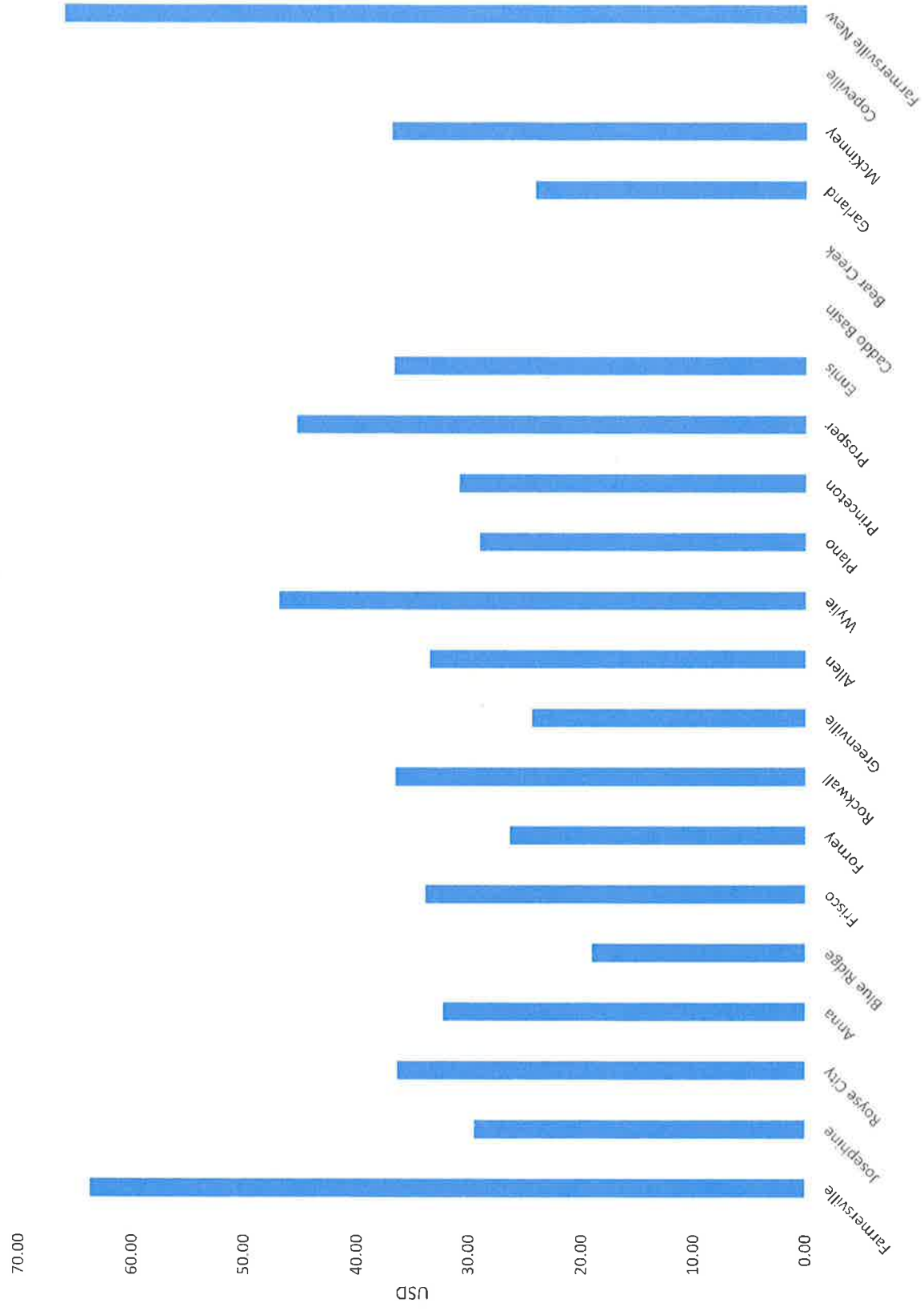
Entity	Base	Number of Gallons Included in Base	First Bracket		Second Bracket		Third Bracket		Forth Bracket	
			Max	Rate	Max	Rate	Max	Rate	Max	Rate
Farmersville	39.50	1,000		9.68						
Josephine	23.34	1,000	5,000	2.47		2.77				
Royse City	32.68	3,000		7.54						
Anna	24.94	2,000		4.93						
Blue Ridge	15.30	2,000	10,000	2.55		3.57				
Frisco	25.95	2,000		5.36						
Forney	29.04	0		6.97						
Rockwall	22.75			3.97						
Greenville	15.44	2,000		6.01						
Allen	27.43	1,500		3.10						
Wylie	50.60									
Plano	14.67	1,000		5.80						
Princeton	11.45	0	3,000	5.36	6,000	7.03	9,000	7.79		9.00
Prosper	28.40	0		4.90						
Ennis	27.71	0		2.62						
Caddo Basin										
Bear Creek										
Garland	8.55	0		4.50						
McKinney	18.80	0		5.25						
Copeville										
Farmersville New	42.25	1,000		9.68						
Average	24.50									
Average Selected Cities	25.79			5.06						
Current Rate	39.50			5.52						
Proposed Rate	42.25			9.68						
Number of Meters	1432			9.68						
Subtotal Revenue Impact	3938									

Total Revenue Impact (USD)	Monthly	Yearly	NTMWD proposed increases 2020/2021, \$47,175
	3,938.00	47,256.00	NTMWD Increases from 2015-2019, \$194,708 rates where raised from \$31.07

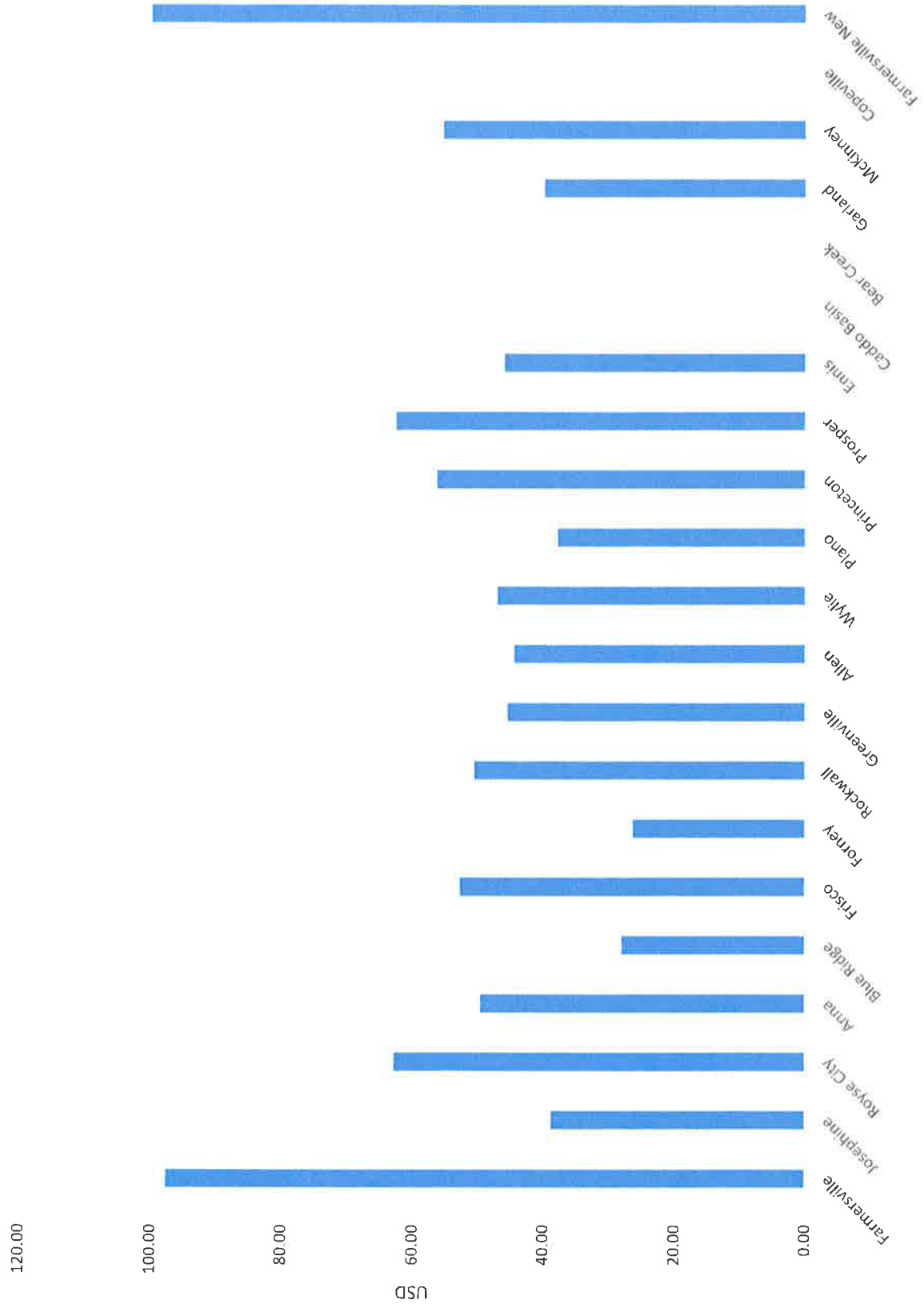
Zero Gallon Waste Water Consumption Cost Comparison



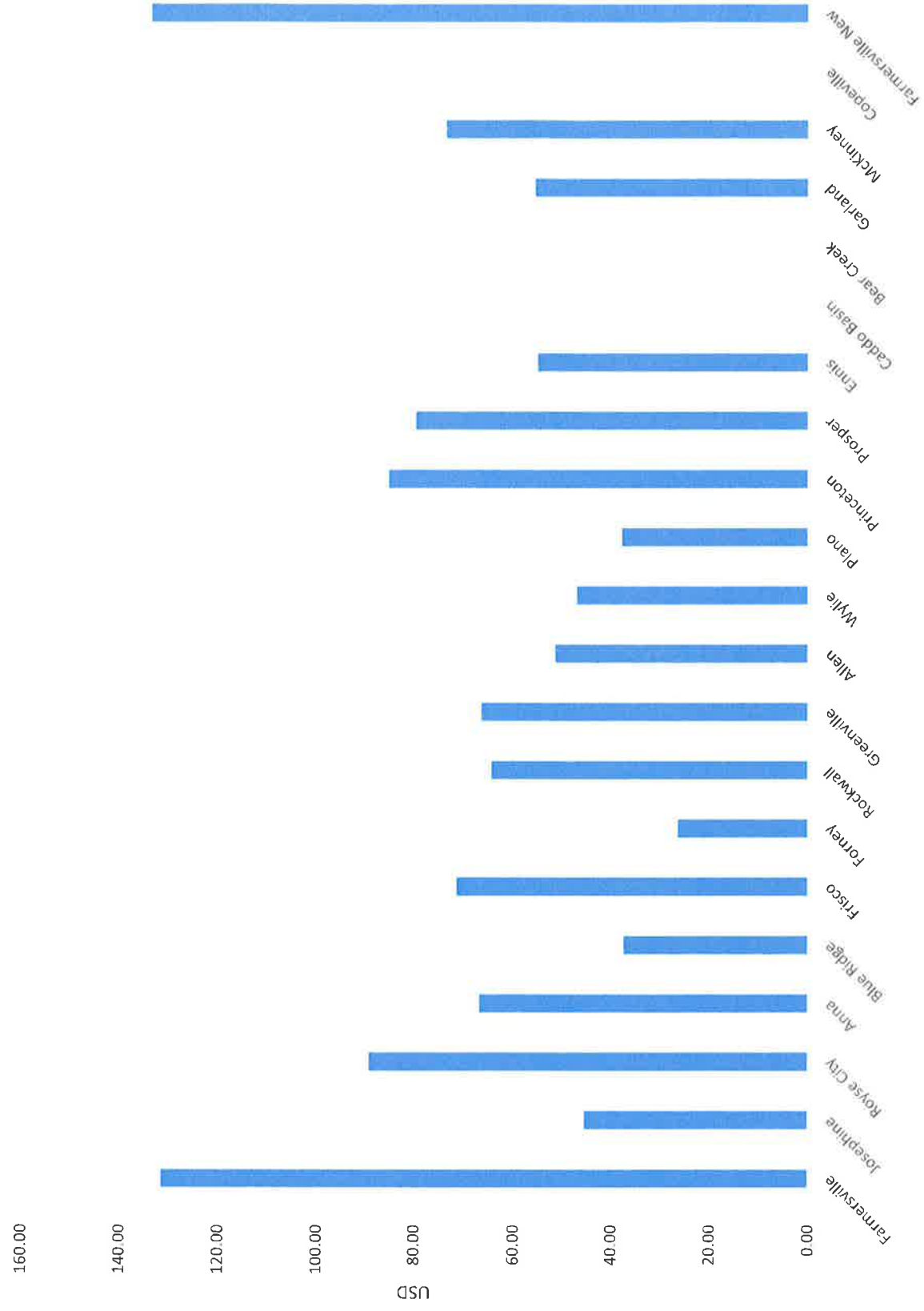
3,500 Gallon Waste Water Consumption Cost Comparison



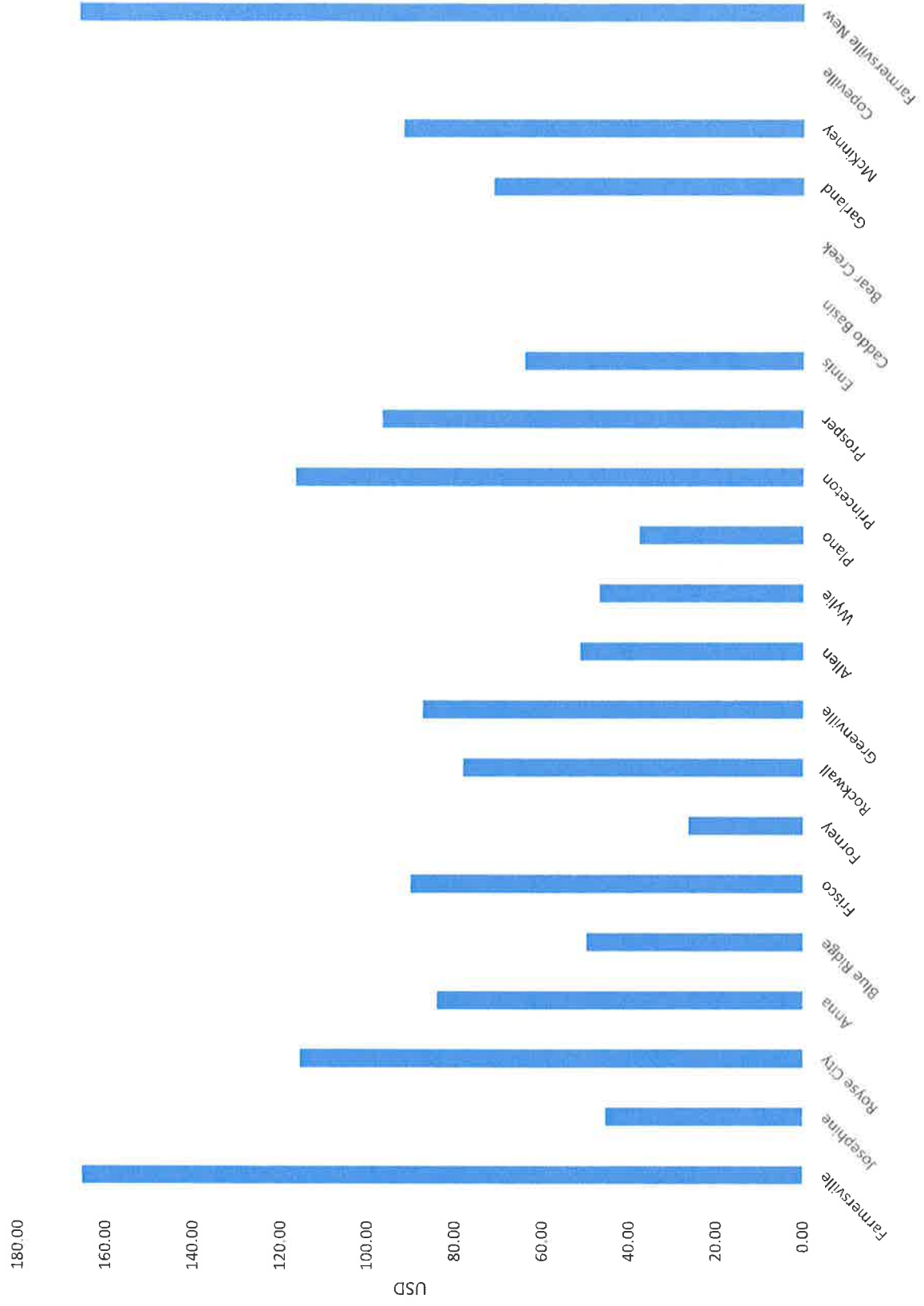
7,000 Gallon Waste Water Consumption Cost Comparison



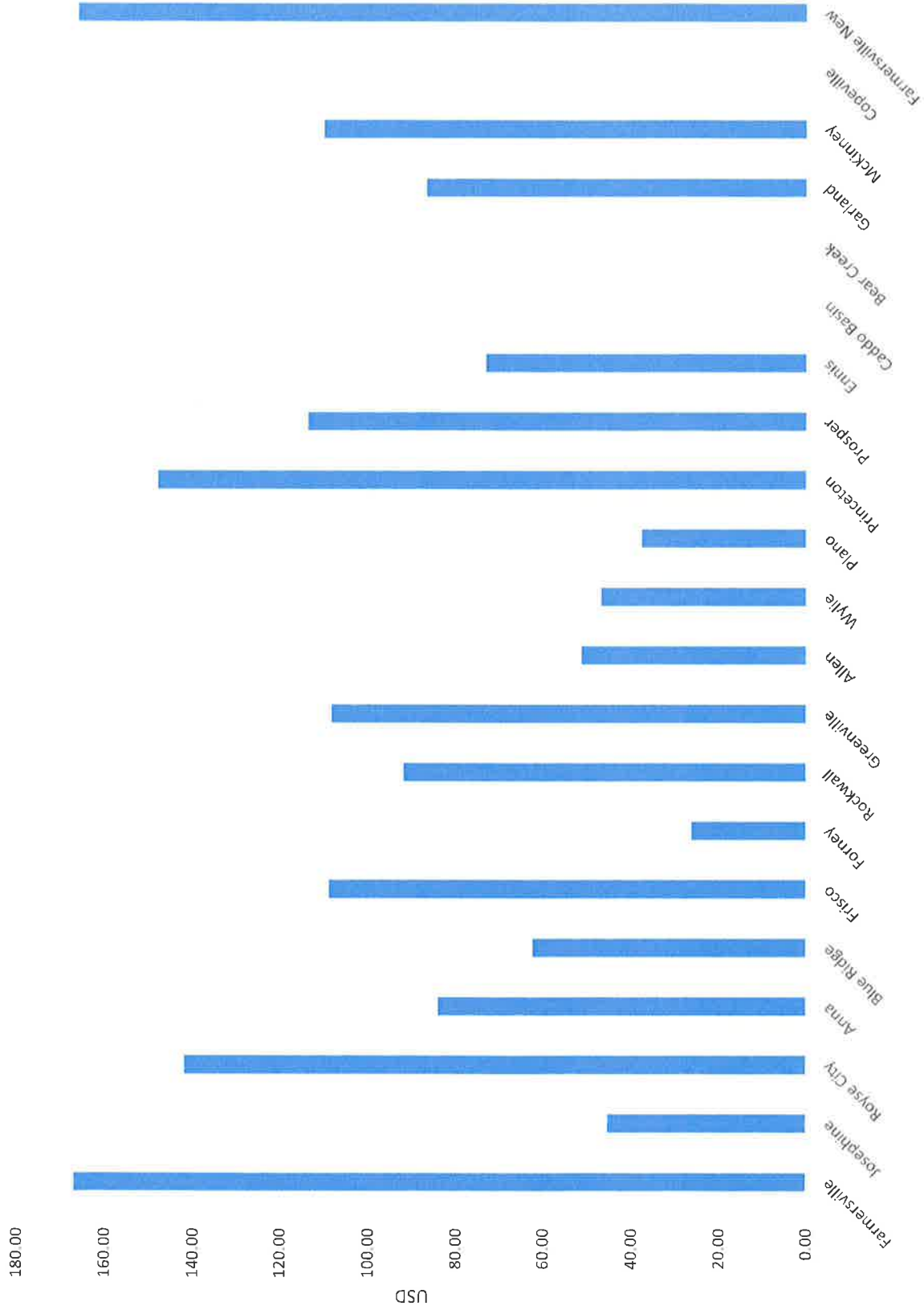
10,500 Gallon Waste Water Consumption Cost Comparison



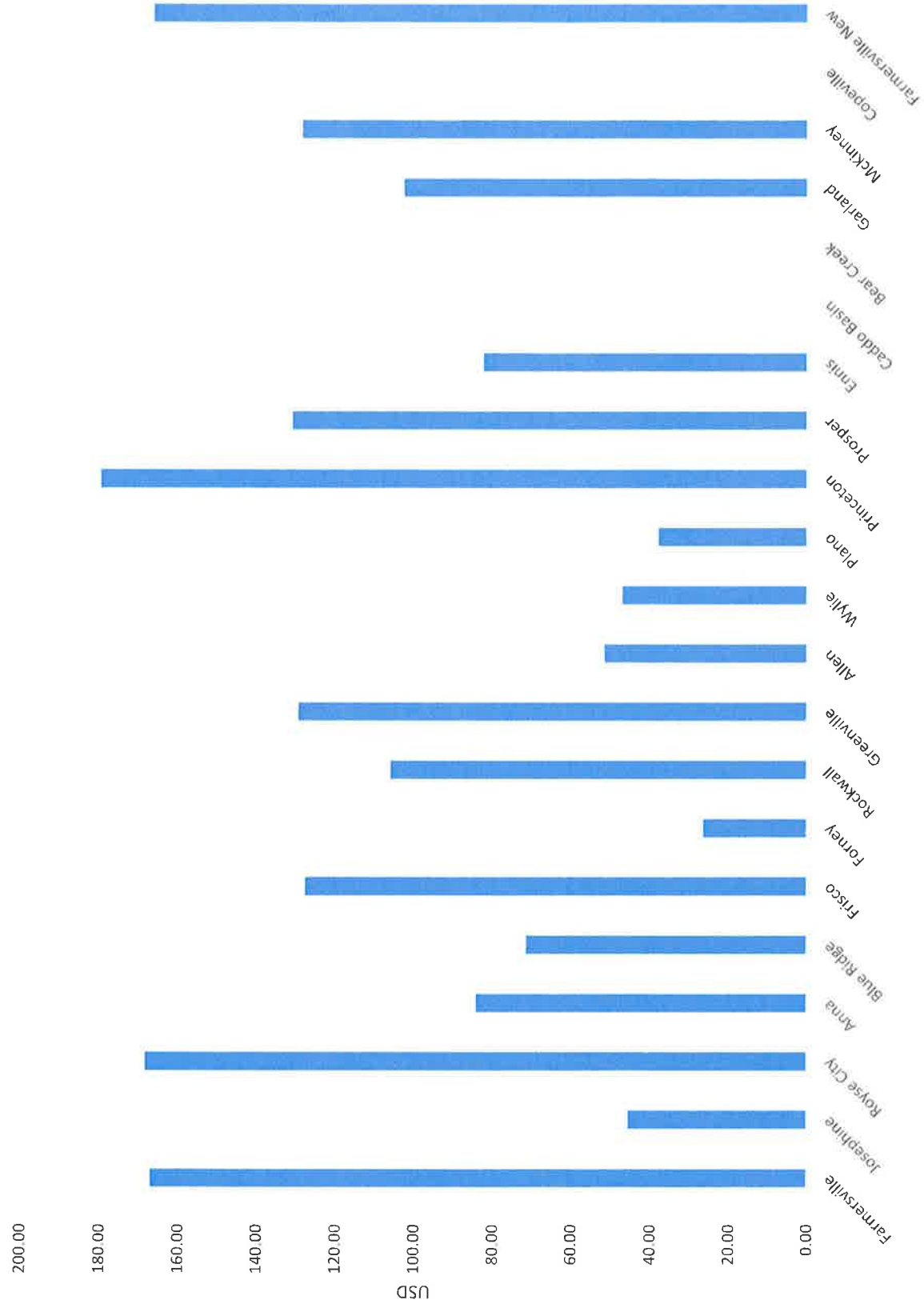
14,000 Gallon Waste Water Consumption Cost Comparison



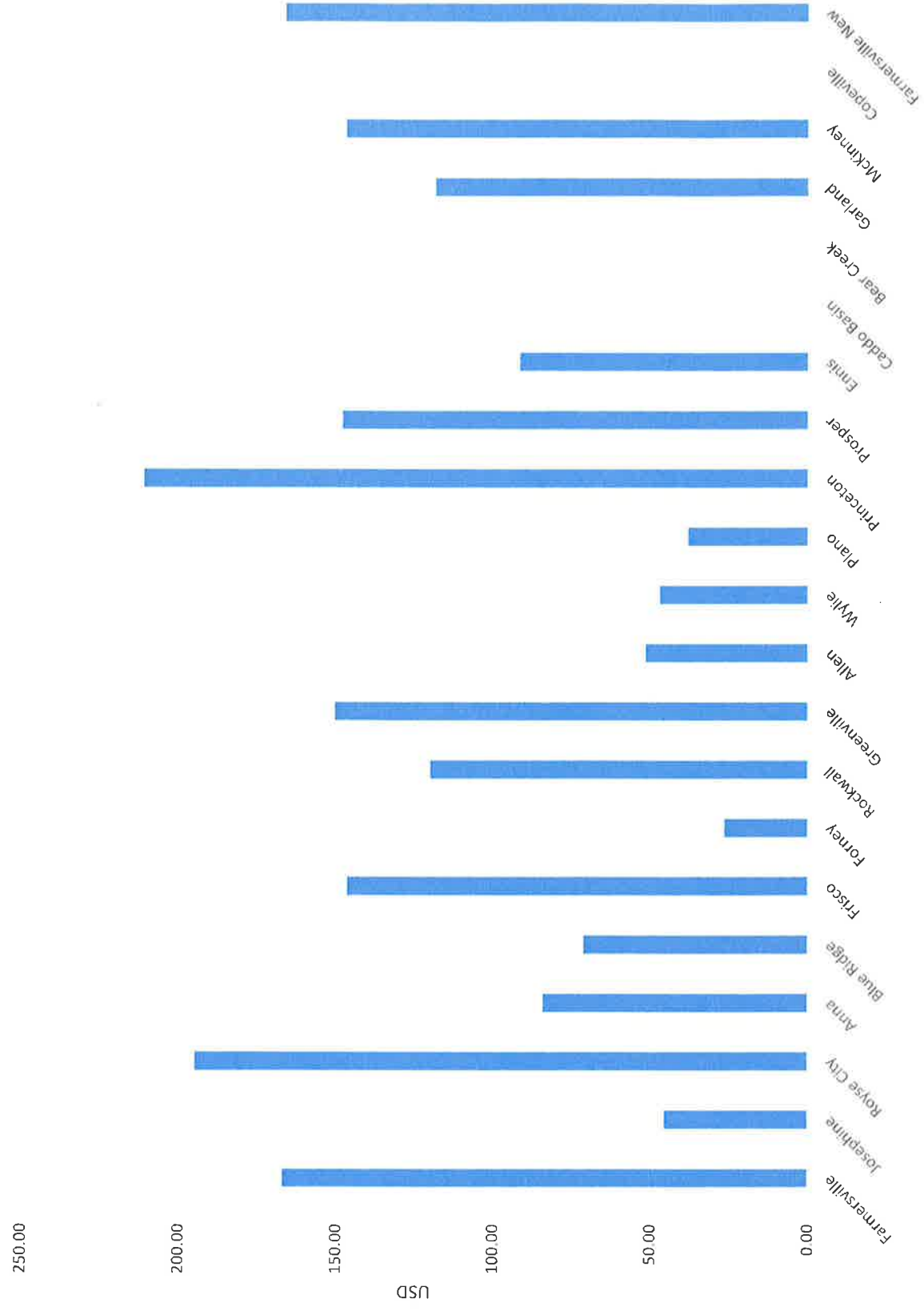
17,500 Gallon Waste Water Consumption Cost Comparison



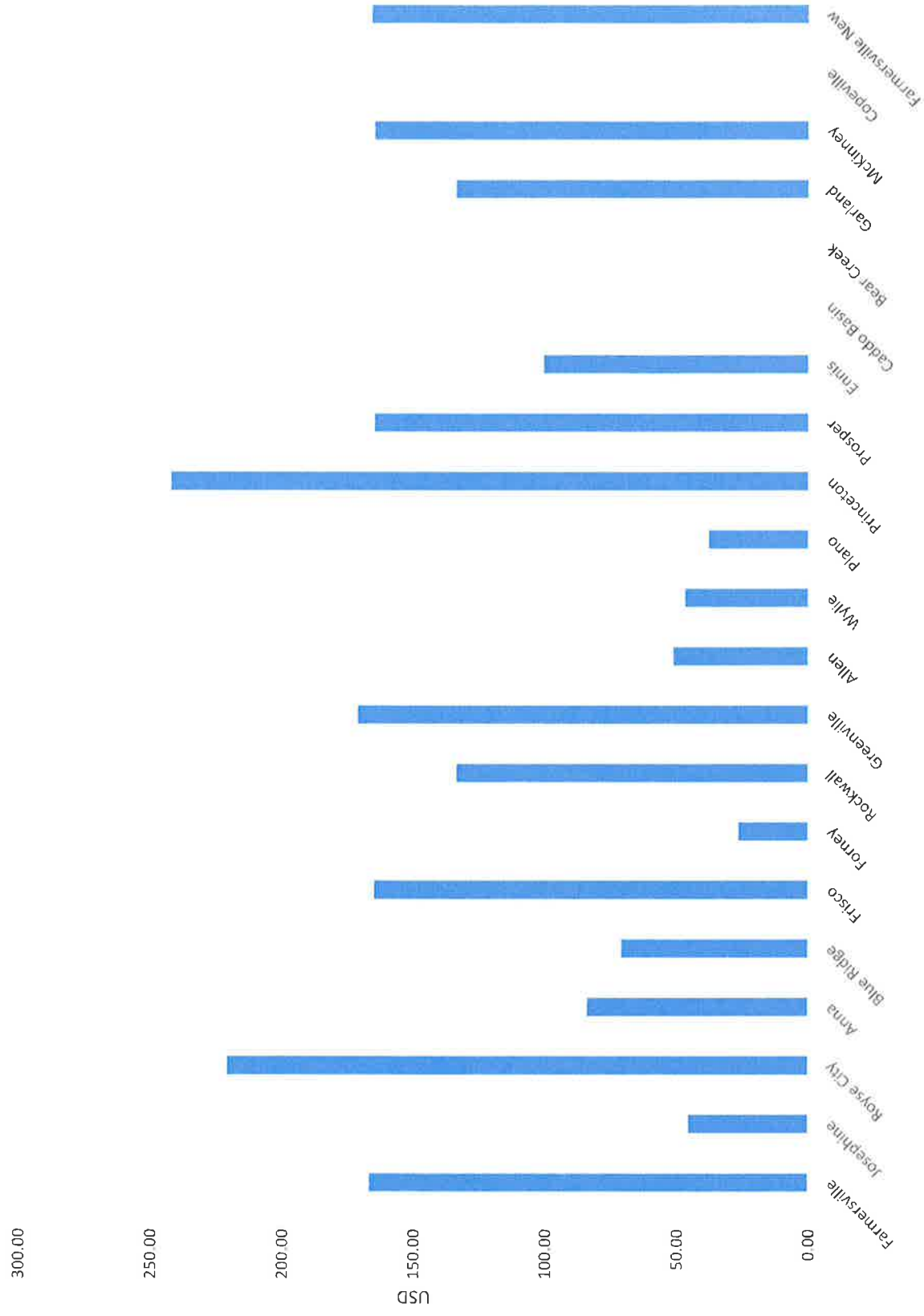
21,000 Gallon Waste Water Consumption Cost Comparison



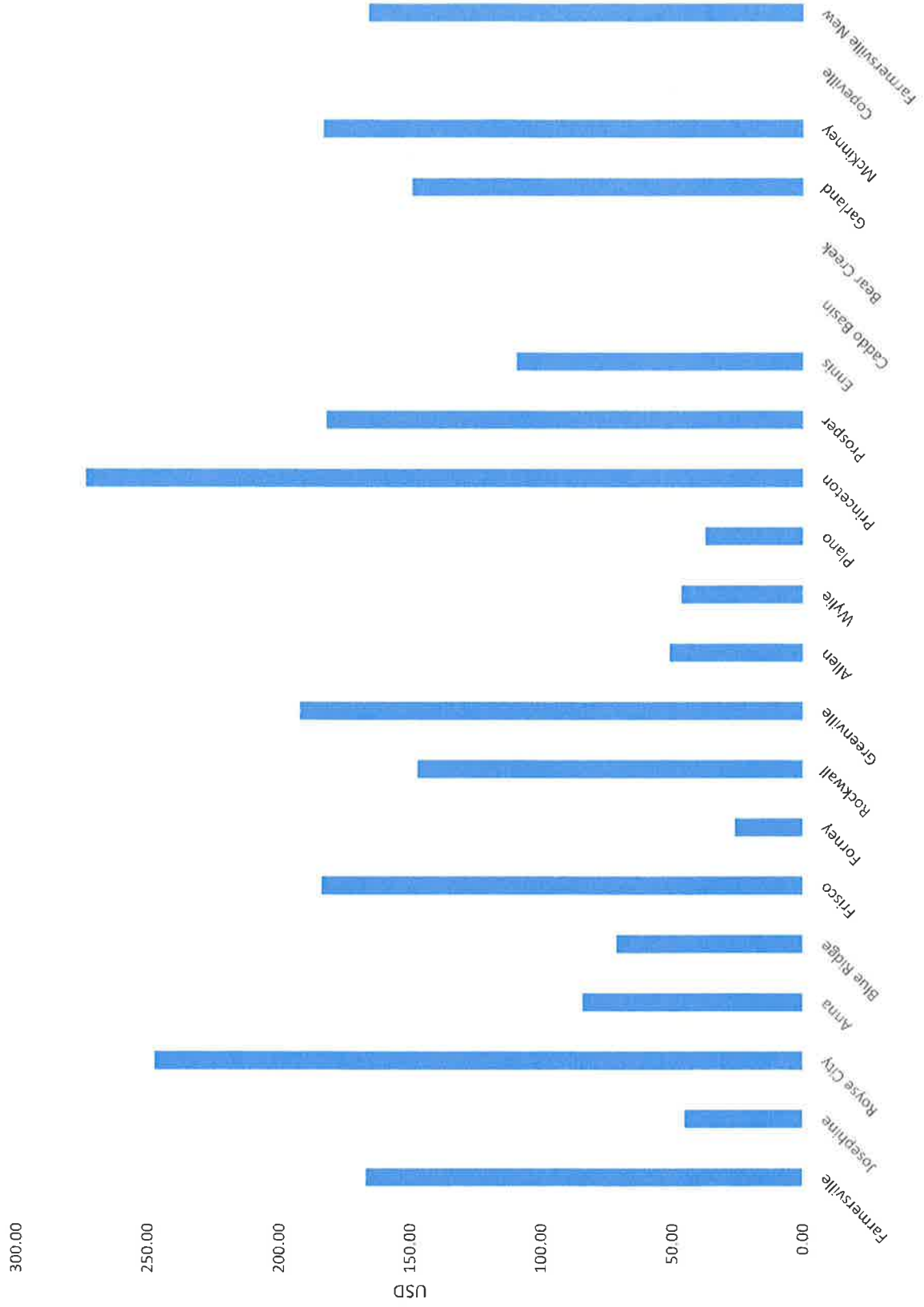
24,500 Gallon Waste Water Consumption Cost Comparison



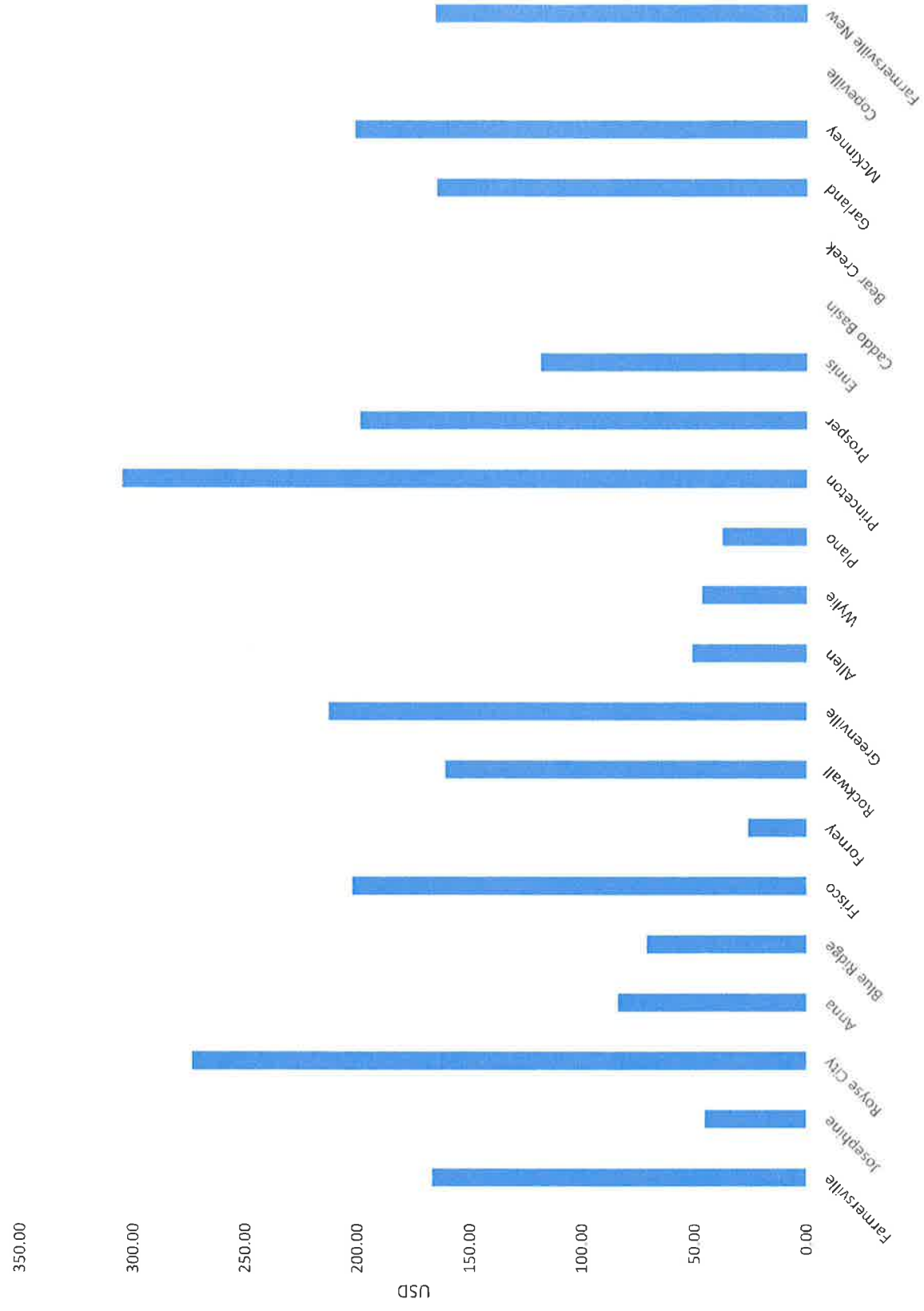
28,000 Gallon Waste Water Consumption Cost Comparison



31,500 Gallon Waste Water Consumption Cost Comparison



35,000 Gallon Waste Water Consumption Cost Comparison



Waste Water Rate Structure

City of Farmersville

Description	Fee
Inside City with Averaging Residential Rate Information	
Minimum Monthly Charge, Water Average <= 1,000 Gallons	42.25
Volumetric Rate, 1,000 Gallons < Water Average <= Upper Limit	9.68
Volumetric Rate, Upper Limit < Water Average	9.68
Upper Limit in Gallons	15,000
Volumetric Maximum in Gallons	15,000
Maximum Volumetric Charge	175.02
Inside City Limit without Averaging Residential Rate Information	
Minimum Monthly Charge, Water Consumption <= 1,000 Gallons	42.25
Volumetric Rate, 1,000 Gallons < Water Consumption <= Upper Limit	9.68
Volumetric Rate, Upper Limit < Water Consumption	9.68
Upper Limit in Gallons	7,000
Volumetric Maximum in Gallons	7,000
Maximum Volumetric Charge	97.58
Inside City Limit Commercial Rate Information	
Minimum Monthly Charge, Water Consumption <= 1,000 Gallons	42.25
Volumetric Rate, 1,000 Gallons < Water Consumption <= Upper Limit	
Volumetric Rate, Upper Limit < Water Consumption	9.68
Upper Limit in Gallons	1,000
Volumetric Maximum in Gallons	
Maximum Volumetric Charge	

VIII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act regarding details and contract with Enterprise Fleet Management for vehicle purchase.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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	Consider, discuss and act upon the acceptance of Camden Park Phase 3 subdivision.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	Letter from DBI
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



September 17, 2020

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

RE: Camden Park Phase 3

The above referenced subdivision construction is complete. A final inspection was held and as-built drawings have been received. It is recommended that the subdivision for Camden Park Phase 3 be accepted by the City but that the Final Plat not be filed until completion of the following items:

- Payment of required park land fees to the City of Farmersville that will make up for originally allocated park land dedication which is currently being utilized for storm water drainage purposes.

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

Sincerely,

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

Jacob Dupuis, P.E.

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding Environmental Services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Contract 2. Contract Amendment
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

INTERLOCAL ENVIRONMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 8th day of October 2019, by and between the City of Farmersville ("Municipality"), and Collin County ("County"), local governments of the State of Texas.

RECITALS

The County operates the Collin County Environmental Health Care Services, which is a local health department established pursuant to the local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code ("The Act")

The Collin County Environmental Health Care Services performs public health functions that the County is authorized to perform including, but not limited to, environmental services to protect and promote public health.

The Municipality desire to obtain certain environmental services from the County to be performed for Municipality's residents to their health and welfare.

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

SECTION 1. DEFINITIONS

1.01 Environmental Services. The term "Environmental Services" means Services provided by the Collin County Environmental Health Department. These services shall include, but are not limited to:

- a. inspections of the day care facilities
- b. inspections of restaurants, schools and other food service facilities
- c. inspections of public swimming pools
- d. inspections of hotels and motels
- e. inspections of bed and breakfast establishments
- f. investigating any other environmental health complaints
- g. investigating complaints related to the activities listed in a-e above

1.02 Inspection. The term "Inspection" means an on-site examination to determine whether the facility being inspected is in compliance with the Municipality's Standards.

1.03 Municipality Standards. The term "Municipality Standards" means state and local ordinances and regulations that have been adopted by the Municipality which are applicable to the facility being inspected.

SECTION 2. TERM

2.01 Term. The term of the Agreement shall commence on the 1st day of October, 2019, and

shall continue in full force and effect through September 30, 2020. At the County's option, and with approval by the Municipality, the Agreement may be renewed for five (5) additional one (1) year periods.

2.02 Termination. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 Services to be Provided. The County agrees to provide to the Municipality's residents, on behalf of the Municipality, the Environmental Service or services required for the enforcement of state ordinances and regulations.

3.02 Time of Performance. The County agrees to perform the services required by the Municipality under this Agreement, within three (3) working days of receipt of any complaint or request by the Municipality. Provided however, the Municipality may request emergency inspections at their sole discretion and the County agrees to inspect accordingly. The applicant must request of the Municipality an inspection as defined in accordance with the City of Anna Food Service and/or Retain Food Store Ordinance as it exists or may be amended.

3.03 Notification to Municipality. The County agrees to notify the Municipality in writing on report forms provided by the Municipality of the results of the County's inspection within five (5) working days of the inspection.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISIONS

The parties agree that the County may contract to perform services similar or identical to those specified on this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

SECTIONS 5. COMPENSATION

5.01 Basic Charge. The Municipality shall pay the County a yearly Basic Charge calculated as \$.80 per each inhabitant of the Municipality as determined by the most recent North Texas Council of Government population projections for the services to be performed under this Agreement. The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installments. The first installment shall be due on October 1, 2019. The remaining installments shall be due at three (3) month intervals from the date of execution of this Agreement and when the County submits an invoice to the City for the amount due.

5.02 Initial Charge. The initial charge for services beginning October 1, 2019 and continuing through and including September 30, 2020 shall be \$2,672.00 payable to Collin County in quarterly installments. This figure is based on a population number of 3,340 inhabitants x \$.80 per inhabitant annually.

5.03 Future Charges. Future charges shall be submitted to the Municipality in the form of a

contract amendment and will detail the population number used to formulate the charge for services.

5.04 Inspection Charge. In addition to the Basic Charge set out in Section 5.01, an Inspection Charge in an amount determined by the Collin County Commissioners' Court shall be collected by the County from the person receiving the services for each inspection performed by the County under the terms of this Agreement. The County shall bill the person receiving the service for the Inspection Charge. The Municipality shall be exempt from all charges made pursuant to this section.

5.05 Source of Payment. The Municipality agrees that payments which it is required to make under this Agreement shall be made out of the Municipality's current revenues.

5.06 Issuance of Permits. The Municipality and County agree that requests for services under this Agreement shall be made by the business or property owners. Complaints received by the Municipality shall also be referred to the County for services. The Municipality may further request inspections on its own initiative.

SECTION 6. CIVIL LIABILITY

The parties agree that the County shall be acting as an independent contractor for the Municipality in performing services contemplated by this Agreement.

However, Municipality shall cause County to be listed as an additional insured on Municipality's policies of insurance in connection with the County's potential liability for any claims arising from the services provided by County under this Agreement, it being understood that while County is acting as an independent contractor in performing such services, it is doing so under the Municipality's direction and control and for the benefit of the municipality.

SECTION 7. AMENDMENT

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

SECTION 8. CONTROLLING LAW

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

SECTION 9. NOTICES

9.01 Forms of Notice. Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 Addresses. All communication provided for in this Agreement shall be addressed as follows:

(a) If to the County, to:
Collin County Environmental Health Services
4690 Community, Suite 200
McKinney, Texas 75071

(b) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(c) If to the Municipality, to:
Benjamin L. White
City Manager
205 S. Main St.
Farmersville, Tx
75442

Or such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, Notice of Termination of this agreement by the Municipality shall be provided by the Municipality to the County Judge of Collin County as follows:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

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

SECTION 11. OBLIGATION OF CONDITION

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

SECTION 12. COUNTERPARTS

This Agreement may be executed in counterparts, each which, shall be deemed an original for all purposes.

SECTION 13. SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

SECTION 14. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

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

SECTION 15. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties requesting the services to be provided under this Agreement.

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

"COUNTY"
COLLIN COUNTY, TEXAS

BY: 

TITLE: COUNTY JUDGE

DATE: 22 OCT 2019

"MUNICIPALITY"
CITY OF FARMERSVILLE

BY: 

TITLE: Mayor

DATE: 10-8-19

Attested by: 

Title: City Secretary



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: City of Farmersville
205 S. Main St.
Farmersville, Texas 75442

Effective Date 10/1/2020
Contract No. 2020-029
Contract Interlocal Agreement for
Environmental Services

Awarded by Court Order No.: 2015-602-09-14
Contract Amendment No.: 1 Court Order No. _____
Contract Amendment No.: _____ Court Order No. _____
Contract Amendment No.: _____ Court Order No. _____
Contract Amendment No.: _____ Court Order No. _____
Contract Amendment No.: _____ Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- ITEM #1 Extend agreement for a one (1) year period as provided for in section 2.0 of the agreement.
Agreement shall be in effect from October 1, 2020, through and including September 30, 2021.
- ITEM #2 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Total amount for fiscal year 2021: \$2,880.00

3,600 residents x \$.80 per resident.

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)

City of Farmersville
205 S. Main St.
Farmersville, Texas 75442

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE _____

TITLE: _____

DATE: _____

Michalyn Rains, CPPO, CPPB
Purchasing Agent

DATE: _____

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon the official ballot for the election of Places 1-4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	Official ballot paperwork
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



**NOMINATIONS TO THE BOARD OF TRUSTEES OF THE
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL**

June 26, 2020

TO: All TML Intergovernmental Risk Pool Members
FROM: David Reagan – TMLIRP Board Secretary

The TML Intergovernmental Risk Pool Board of Trustees is comprised of fifteen voting members, twelve of whom are elected by the Pool's membership to serve staggered, six-year terms. Every even-numbered year, the term of office for one-third of the elected trustees expires and an election is held to fill those designated places.

Section 6 of the Pool's Bylaws sets forth the following election procedure:

“ . . . Ninety (90) days prior to the date of the expiration of the term of office of any Board of Trustee member, all Employer Members shall be informed in writing of their opportunity to submit the name of a qualified person for election to that designated place. If an Employer Member wishes to submit the name of a qualified person for election, the name shall be submitted and received by the Board Secretary no less than (50) days prior to the expiration of the term of the office being sought. . . . ”

Section 4 of the Pool's Bylaws sets forth the following qualifications for Board members:

“Each member of the Board must be either an employee or official of the governing body of an Employer Member of the Fund at the time the Board member is elected or appointed. . . . ” (In this context, “the Fund” is synonymous with the Pool.)

Terms for Trustees in Places 1-4 will expire October 1, 2020. Place 5 is an appointed public member and is not elected. Places 1, 2, 3 and 4 are currently being held by the following individuals:

Place 1	Robert T. Herrera, City Manager, Cibolo
Place 2	John W. (Buzz) Fullen, Chair, Mayor, Henderson
Place 3	Jeffrey Snyder, City Manager, Plainview
Place 4	Robert S. Hauck, City Manager, Tomball

The composition of the present Board is listed on the back of this notice.

In accordance with Section 6 of the Pool Bylaws, any Employer Member may submit the name of a qualified person to be considered for the position of Trustee. A nomination should be mailed to:

Trustee Nomination
Board Secretary
P. O. Box 149194
Austin, Texas 78714-9194

ALL NOMINATIONS MUST REACH THE BOARD SECRETARY BY WEDNESDAY, AUGUST 12, 2020. EACH BOARD MEMBER IS ELECTED TO A DESIGNATED PLACE ON THE BOARD, AND ALL NOMINATIONS MUST SHOW ONE OF THE PLACES, 1 THROUGH 4, FOR WHICH THE NOMINATION IS MADE. A NOMINATION MAY BE FOR ANY ONE OF THE FOUR POSITIONS. THERE ARE NO RESIDENCY OR OTHER REQUIREMENTS APPLICABLE TO ANY PLACE. PLEASE INCLUDE A SHORT BIOGRAPHICAL SKETCH OF THE NOMINEE. THE BOARD SECRETARY WILL DISTRIBUTE A BALLOT TO EACH MEMBER BY AUGUST 17, 2020.

Current Texas Municipal League Intergovernmental Risk Pool Board of Trustee Members and the date their terms expire include:

Place 2 (Oct. 1, 2020)
John W. Fullen, Chair
Mayor, City of Henderson

Place 9 (Oct. 1, 2022)
Andres Garza, Jr.
City Manager, City of Wharton

Place 11 (Oct. 1, 2022)
Randy Criswell, Vice Chair
City Manager, City of Canyon

Place 10 (Oct. 1, 2022)
Carol Loughlin
Appointed Public Member

Place 1 (Oct. 1, 2020)
Robert T. Herrera
City Manager, City of Cibolo

Place 12 (Oct. 1, 2024)
Bert Lumbreras
City Manager, City of San Marcos

Place 3 (Oct. 1, 2020)
Jeffrey Snyder
City Manager, City of Plainview

Place 13 (Oct. 1, 2024)
Byron Black
Chair, Central Appraisal District of Johnson
County
Former Mayor, City of Burleson

Place 4 (Oct. 1, 2020)
Robert S. Hauck
City Manager, City of Tomball

Place 14 (Oct. 1, 2024)
David J. Harris
City Administrator, City of Balcones Heights

Place 5 (Oct. 1, 2020)
Leo Montalvo
Appointed Public Member

Place 15 (Oct. 1, 2024)
Rickey Childers
Appointed Public Member

Place 6 (Oct. 1, 2022)
Mary Gauer
Executive Board, Central Texas Council of
Governments
Former Mayor, City of Harker Heights

TML Representative
Henry Wilson
Mayor, City of Hurst

Place 7 (Oct. 1, 2022)
Mary Dennis
Mayor, City of Live Oak

TML Representative
Bennett Sandlin
Executive Director, Texas Municipal League

Place 8 (Oct. 1, 2022)
Larry Melton
Board, Odessa Housing Authority
Former Mayor, City of Odessa

**TML MultiState Intergovernmental
Employee Benefits Pool Representative**
Mike Smith
City Manager, City of Jacksboro

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194**

If the ballot is not signed, it will not be counted.

PLACE 1

- ☐ **Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

PLACE 2

- ☐ **Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.
- ☐ **John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

PLACE 3

- ☐ **George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriquez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.

- ☐ **Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.

- ☐ **Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

PLACE 4

- ☐ **Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.
- ☐ **Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.
- ☐ **Kimberly Meisner**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.
- ☐ **Sean Overeynder**. City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity



PLAINVIEW, TX
explore the opportunities

August 21, 2020

Benjamin White, City Manager
City of Farmersville
205 S Main St
Farmersville, TX 75442-2209

RE: Jeffrey Snyder, Place 3
TML Intergovernmental Risk Pool Board of Trustee Election

Dear Benjamin White:

You have recently received your Official Ballot to elect Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool (IRP). I am running for re-election for Place 3 and I would sincerely appreciate your vote and support.

For over 40 years, the mission of the TMLIRP has been to provide Texas cities and other units of local government with a stable source of risk financing and loss prevention services at the lowest cost consistent with sound business practices. Today, the Pool provides coverage for over 96% of Texas's local governments (almost 2,800 members); over 165,000 public servants; and over \$25.0 billion in governmental property. In addition, the TMLIRP provides their members with Loss Prevention Training Programs at no additional cost throughout all regions of the State.

The financial position of the Pool remains strong, with Members' Equity projected to end the fiscal year at \$382 million. As a result, the Pool authorized a \$5.5 million equity return to the membership with over \$4.0 million in the form of a "Partnership Equity Return" providing immediate support for the Pool's members during these challenging times and earmarked \$1.5 million for a Cyber Defense and Resiliency Grant Program for members.

The City Council of Plainview and the TMLIRP Board have nominated me for your consideration for Place 3 on the Board of Trustees. It has been an honor to represent you and I look forward to continue serving you – the cities and other local governments of Texas in this office. I would appreciate your vote and continuing support. Thank you.

Truly,

Jeffrey Snyder
City Manager

Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Consider, discuss and act upon whether to have Scare on the Square due to Covid-19.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.F
Subject	Update on CARES Act Small Business Grants.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.G
Subject	Update on Hamilton Street reconstruction.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.H
Subject	Update regarding the Development Agreement with Nelson Brothers Ready Mix (Farmersville Plant, LLC).
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.I
Subject	Update regarding the Development Agreement with Reliable/Patriot Concrete.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.J
Subject	Update on the construction of County Road 699.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.K
Subject	Update regarding the construction of Collin Parkway
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

Agenda Section	Regular Agenda
Section Number	VIII.L
Subject	Consider, discuss and act upon allowing restaurants/businesses to extend seating onto the walkway and street because of the 50% occupancy limit due to Covid-19.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 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

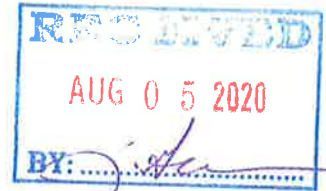
Agenda Section	Regular Agenda
Section Number	VIII.M
Subject	Consider, discuss and act upon a replat of the Aston Addition, Lot 3B, 4A & 4B, Block 1.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Application 2. Letter of Intent 4. DBI Letter 5. Plat 6. 9-10-2019 BOA Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

20201530



Farmersville
DISCOVER A TEXAS TREASURE

DEVELOPMENT APPLICATION



- ☐ Preliminary Plat
☐ Amended Plat
☐ Concept Plan
☐ Annexation

- ☐ Final Plat
☐ Minor Plat
☐ Specific Use Permit

- ☒ Replat
☐ Development Plat
☐ Site Plan
☐ Rezoning

Fees:

A retainer fee of \$1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the \$1,000.00 is not used and will be billed if the amount exceeds the initial \$1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)
 The application fee of \$ _____, to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name Astons Addition Block 1, Lots 3B, 4A + 4B
2. Total Acreage 0.973 ac
3. Current Zoning Classification(s) SF2
4. Proposed Zoning Classification(s) SF2
5. Total Number of Lots, by Type 3
6. Proposed Use of Property Residential
7. Location of Property 511 + 507 Maple Street
8. Geographic (Tax) ID Number R- 1046-001-004B-1 R- 1046-001-004A-1
R-1046-001-003B-1

B. Applicants: (List those persons you wish to be contacted about this request.) PLEASE PRINT

- | | |
|--|--|
| 1. Owner <u>LJ Homes, LLC</u> | 2. Applicant/Representative <u>James Carroll</u> |
| Address <u>5610 Williams Street</u> | Address <u>P.O. Box 11</u> |
| City, State, Zip <u>Nevada, Tx 75173</u> | City, State, Zip <u>Laron, Tx 75166</u> |
| Phone <u>214-546-0864</u> | Phone <u>972-742-4411</u> |
| Email <u>LJ.Homes@yahoo.com</u> | Email <u>Dart.Carroll@yahoo.com</u> |

C. Variance Request: ☐ Yes ☐ No If yes, describe. _____

"I hereby certify that I am the owner, or duly authorized agent of the owner for the purposes of this application, of the property herein described, that all information submitted herein is true and correct."

Applicant/Owner: Luis Carrol

Date: 7/23/2020



July 28th, 2020

RE: LETTER OF INTENT

To Whom It May Concern:

LJ Homes, LLC is planning to replat the following properties:

507 Maple St., Farmersville, Texas 75442
Current Zoning: SF 2
Acreage: .49 acres

511 Maple St., Farmersville, Texas 75442
Current Zoning: SF 2
Acreage: .48 acres

The proposed plat divides the two properties above into the following:

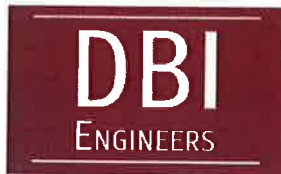
Lot 3B: 0.168 Acres, 7310 SF
Lot 4A: 0.381 Acres, 16592 SF
Lot 4B: .368 Acres, 16041 SF

The reason for replat request is a result of the current platted properties not matching with the property descriptions purchased. Properties were purchased as individual lots, however, the current plat will not match up to property descriptions causing issues with site plans for construction. The proposed plat meets all requirements for the lots individually as outlined in the Subdivision Ordinance and Zoning Ordinance provided on the City of Farmersville's website.

If you have any further questions please feel free to contact the office.

Thank You,

LJ Homes, LLC



September 15, 2020

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

RE: Aston Addition, Block 1 Lots 3B, 4A & 4B Replat Review
Dated July 22

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- Please use correct Title Block for Replats as shown in Sec 65-32.(e).(3)
- Please use correct Approval Certificate as shown in Sec. 65-30.(f).(4)
- Need to include notes about:
 - Utility providers
 - Flood plain
 - "Selling a portion of this addition by metes and bounds..."
- Show all SF-2 setbacks
- Include 15' utility easement
- Subdivision is 'Aston Addition' not 'Astons Addition'

The Aston Addition Replat is recommending for approval pending the above mentioned items being addressed.

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

Sincerely,

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

Jacob Dupuis, P.E.



FARMERSVILLE CITY COUNCIL
SITTING AS THE
FARMERSVILLE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION MINUTES
For
September 10, 2019, 5:30 P.M.

I. PRELIMINARY MATTERS

- Mayor Rice called the meeting to order at 5:30 p.m. Council members Dwain Mathers, Jim Hemby, Craig Overstreet, Donny Mason and Mike Hurst were all present. City staff members Sandra Green and City Attorney, Alan Lathrom was also present.

II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

- No one came forward.

III. PUBLIC HEARING

- A. Public Hearing to consider a request for a variance from the requirements of Section 77-52(d)(3) of the Farmersville Code to allow the minimum lot depth on a lot in the "SF-2 – Single Family Dwelling - 2" zoning district to be reduced from 100 feet to approximately 97 feet to allow a single-family residence to be built on an existing platted lot which is proposed for replatting to reduce its nonconformity provided that all other requirements of the Farmersville Code are met. The property is generally located at 507 Maple Street, Farmersville, Texas 75442.
- Mayor Rice opened the public hearing at 5:32 p.m.
 - Byron Walls who resides at 511 Maple Street addressed the board and stated he was representing his mother Terri Walls. He indicated she has begun the replatting process but the property is just shy of the required 100 feet depth.
 - Mayor Rice asked if anyone else wanted to speak for or against the variance.

- No one came forward so he closed the public hearing at 5:34 p.m.
- Donny Mason asked if the properties would meet all the other requirements other than the width.
- Sandra Green indicated it they would.
 - Motion to accept the variance of 3 feet down to 97 feet made by Donny Mason
 - 2nd to approve was Jim Hemby
 - All council members voted in favor

IV. ADJOURNMENT

Meeting was adjourned at 5:37 p.m.

APPROVE:



Jack Randall Rice, Mayor

ATTEST:



Sandra Green, City Secretary



Agenda Section	Regular Agenda
Section Number	VIII.N
Subject	Consider, discuss and act upon a preliminary plat for Deer Crossing.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Application 2. Letter of Intent 3. Engineer's Summary Letter 4. DBI Review Letter 5. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • 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

20201555



Farmersville
DISCOVER A TEXAS TREASURE

DEVELOPMENT APPLICATION

- ☒ Preliminary Plat
☐ Amended Plat
☐ Concept Plan
☐ Annexation

- ☒ Final Plat
☐ Minor Plat
☐ Specific Use Permit

- ☐ Replat
☐ Development Plat
☐ Site Plan
☐ Rezoning

Fees:

A retainer fee of \$1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the \$1,000.00 is not used and will be billed if the amount exceeds the initial \$1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)
The application fee of \$ _____, to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name DEER CROSSING
2. Total Acreage 11.60
3. Current Zoning Classification(s) N/A - ETS
4. Proposed Zoning Classification(s) N/A - ETS
5. Total Number of Lots, by Type 10 single family residential
6. Proposed Use of Property Single Family Residential
7. Location of Property Approximately 4.5 miles South of downtown off Tx-78, CR 553
8. Geographic (Tax) ID Number R- 6739-002-1610-1 R- _____

B. Applicants: (List those persons you wish to be contacted about this request.) PLEASE PRINT

- | | |
|--|---|
| 1. Owner <u>Bruce Cryer</u> | 2. Applicant/Representative <u>Dakota Cryer</u> |
| Address <u>2560 Lonesome Dove</u> | Address <u>2560 Lonesome Dove</u> |
| City, State, Zip <u>Farmersville, TX 75442</u> | City, State, Zip <u>Farmersville, TX 75442</u> |
| Phone <u>(972)-979-2597</u> | Phone <u>214-478-0428</u> |
| Email <u>cryercustombuilders@gmail.com</u> | Email <u>cryercustombuilders@gmail.com</u> |

- C. Variance Request: ☒ Yes ☐ No If yes, describe: ROW width, roadway width, storm water detention, single point of entry improvements to CR 553, Standard Road construction detail: No lane sub-grade stabilization.
- "I hereby certify that I am the owner, or duly authorized agent of the owner for the purposes of this application, of the property herein described, that all information submitted herein is true and correct."

Applicant/Owner: Bruce Cryer

Date: 8/14/20





September 9, 2020

Ms. Sandra Green
City Secretary
205 S. Main
Farmersville, Texas 75442

**RE: Deer Crossing
Variance Request**

Dear Ms. Green:

We respectfully submit this letter requesting approval of the Deer Crossing subdivision in the City of Farmersville ETJ. We are requesting the following variances:

- Right of Way (ROW): We understand that the City standard ROW is for sixty feet. We would like to request that be reduced to fifty feet to be consistent with Collin County Standards. The project location is on the edge of the ETJ limits for Farmersville and the standards required by Farmersville are not consistent with similar developments in the County. We propose to provide utility easements beyond the fifty-foot ROW to compensate for the placement of utilities beyond the ditches which will essentially provide the same effect as the sixty feet of ROW.
- Roadway Width: The roadway pavement width standard for the City is thirty feet. We respectfully request that the roadway width requirement of twenty-four feet for Collin County be allowed for this development. Our understanding is that the thirty-foot standard section is required in the city to allow for parking on each side of the road. This development contains ten (10) acre plus lots and the homes will have lengthy drives and ample off-street parking space to allow for parking.
- Entry Requirements: The entry from CR 553 is twenty six feet wide with 3 feet of unpaved shoulder on each side at the location of the gate or access control device. The entry also has less than 100' vehicle stacking distance from the northern right-of-way line of CR 553 to the first vehicle stopping point at which access may be obtained to the private subdivision.
- Parkland/Open Space: The review comments indicate that parkland and open space dedication is not provided with this development. It is our understanding that this requirement is a zoning requirement which cannot be applied to land within the ETJ. We respectfully request the city waive this request.
- Storm Water Detention: This property of just ten (10) lots drains in three different directions. The hydrologic difference in a farm land is not significantly different than larger acreage homesites. The additional runoff created by this development is minimal considering it is divided in three different discharge points. The development will return the discharge to current conditions (overland flow) when it leaves the west property. The discharge to the south is through an existing culvert under CR553 which has the capacity to handle the developed flows. We respectfully request the waiver of the detention requirement on the basis

that the increase in flow is minimal and would be difficult to provide three detention facilities on the ten lots.

- One Point of Entry: The subdivision ordinance requires two points of entry into a subdivision, but the county requirements do not for such a small development. The City standards allow for cul-de-sacs of similar length and more homes within a subdivision to be constructed. The proposed cul-de-sac is of sufficient size to allow emergency vehicles to turn around. Therefore, we respectfully request a waiver for the multiple point of entry requirement as it is not practical on this development.
- Improvements to CR553: The review comments indicate that improvements must be made to CR553. CR553 is owned and maintained by Collin County and it is not a requirement of the County to improve this road. We request that the city waive this request.
- Landscaping Plan: A review comment indicates to provide a landscaping plan. We believe this to be a use requirement instead of standards which is not regulated in the ETJ. We request that the city waive this request.
- Roadway Maintenance: Deer Run Trail is a private street without lime stabilization of the subgrade as required by the City Roadway Design Requirements. As this will be a private street and the City will not be responsible for the maintenance, construction in this manner is at the owner's risk and responsibility to maintain.
- Utilities: Texas New Mexico Power has installed underground power for the subdivision; Copeville SUD owns and will service the 8" water line installed for the subdivision. There will be no city services required.

The owner of this property wishes to develop this property into ten (10) custom homesites to build custom homes. The intent is to build country-type homesites with a rural feel instead of a suburban neighborhood. We respectfully request the variances based upon the reasons above and as an undue hardship on the development of this property compared with the properties just a few hundred feet away located just outside of the ETJ.

If you have any questions or have additional comments, please do not hesitate to contact me at 972-941-8400 or by email at todd@ecdip.com

Thank you,



Todd Wintters, P.E.
Engineering Concepts & Design, L.P.



2560 Lonesome Dove Phone: 214-478-0428
Farmersville, TX 75442 Phone: 972-824-6443

August 20, 2020

Ms. Sandra Green
City Secretary
205 SW Main
Farmersville, TX 75442

RE: Deer Crossing Letter of Intent

Dear Ms. Green:

We respectfully submit this letter of intent to request approval of the Deer Crossing subdivision in the City of Farmersville ETJ. Deer Crossing shall be situated on 11.8 acres in the E.B. Reed Survey, sheet 2, tract 161, ABS A0739 and will consist of 10 one acre lots for single family residential custom homes. The intent is to build country style home sites with a rural feel.

When previously presented to P&Z and City Council as a public street in March 2018, Deer Crossing subdivision was previously granted the following variances and respectfully request them to be granted as a private street as there have been no changes to the overall design of the street.

- **Right of Way (ROW):** We understand that the City standard ROW is sixty feet. We would like to request that it be reduced to fifty feet to be consistent with Collin County Standards. The project location is on the edge of the ETJ limits for Farmersville and the standards required by Farmersville are not consistent with similar developments in the County. We propose to provide utility easements beyond the fifty foot ROW to compensate for the placement of utilities beyond the ditches which will essentially provide the same effect as the sixty feet of ROW.
- **Roadway Width:** The roadway pavement width standard for the City is thirty feet. We were granted 26 feet with 3 feet of unpaved shoulder on road grade on each side of the street.
- **Parkland/Open Space:** It was determined by the city attorney that this was a zoning requirement which was not applicable to property in the ETJ of Farmersville.
- **Storm Water Detention:** This variance was granted due to the existing drainage for the ten lot subdivision is divided in three different discharge points. Also, on the basis that the increase in drainage flow is minimal and it would be difficult to provide three detention facilities on the ten lots.
- **One Point of Entry:** This variance was granted based on city standards allowing for cul-de-sacs of similar length and more homes within a subdivision to be constructed. It was determined that the multiple point of entry requirement was not practical on this development.
- **Improvements to CR 553:** It was determined by the city attorney that CR 553 is owned and maintained by Collin County and it is not a requirement of the County to improve this road.

- **Landscaping Plan:** It was determined by the city attorney that this was a use requirement instead of standards which is not regulated in the ETJ of Farmersville.

The previously mentioned variances that were granted in March of 2018 for Deer Crossing as a public street were also granted at the P&Z and City Council as a private street in June 2020. The following variances were also requested and granted at that time as a private street as well for the overall design of the street.

- **City Design Manual and Standard Construction Detail:** The City Design Manual and Standard Construction Detail for roadway design requires lime stabilization of the top soil prior to the concrete being poured for the street. The concrete roadway of Deer Run Trail as a private street was constructed on undisturbed soil without first performing lime stabilization of the subgrade under the road as required. This variance was granted on the condition that the Deer Crossing CC&Rs include the method of road construction and that the plat reflect that Deer Run Trail not be allowed to have a gated entry.
- **One Point of Entry:** A single point of entry into the residential subdivision rather than two points of ingress and egress if, and only if, a cul-de-sac or hammerhead is provided of sufficient size to allow emergency vehicles to turn around in accordance with the 2015 Editions of the International Fire Code, International Building Code and/or International Residential Code.
- **Roadway Width:** Then entrance design onto Deer Run Trail as a private street to have a minimum uninterrupted pavement width of 26 feet with three feet of unpaved shoulder on each side of the road at the location of the gate or access control device, if any, on both the ingress and the egress point to the subdivision.
- **Entrance Design:** The entrance design onto Deer Run Trail as a private street to have less than 100 foot vehicle stacking distance from the northern right-of-way line of County Road 553 to the first vehicle stopping point at which access may be obtained to the private subdivision.
- **Turnaround Space:** The omission of a paved turnaround space located in front of any restricted access entrance barrier to Deer Run Trail that would allow vehicles which are denied access to safely exit onto public streets through a smooth single-motion U-turn movement without having to back up.

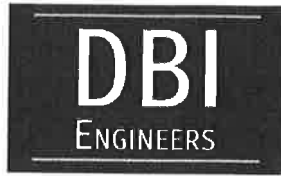
We have taken these necessary steps to comply with the City of Farmersville requirements to be classified as a private street. The Deer Crossing HOA has been established, whereas each lot owner shall be a member and be responsible for maintenance of the street. We have provided the required economic analysis for the viability of the private maintenance based on the number of lots being served by the street. We have had the subdivision plat revised to show the street as a lot per the requirements for a private street and included all verblage requirements per the City of Farmersville and Collin County.

If you have any questions or additional comments, please do not hesitate to contact me at 214-478-0428 or by email at cryercustombuilders@gmail.com

Thank you,



Dakota Cryer
Cryer Custom Builders, Inc.



September 16, 2020

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

RE: Deer Crossing Preliminary Plat
Dated September 2020

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- Please use correct Approval Certificate as shown in Sec. 65-30.(f).(4)

The Preliminary Plat is recommended for approval pending the above mentioned items being addressed.

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".

Jacob Dupuis, P.E.



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
REGULAR CALLED MEETING
March 19, 2018, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Chairman Bobby Bishop presided over the meeting which was called to order at 6:30 p.m. Commissioners, Kevin Adamson, Lance Hudson, and Paul Kelly were in attendance. Luke Ingram, Sara Jackson-Butler and Russell Chandler were not present. Also, in attendance were City Manager, Ben White; staff liaison, Sandra Green; City Attorney, Alan Lathrom; and Council liaison, Craig Overstreet
- Paul Kelly led the prayer and the pledges to the United States and Texas flags.

II. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon a recommendation to the City Council regarding an application requesting a change in zoning on approximately 0.3444 acres of land, more or less, from Single-Family 1 (SF-1) District Uses to C-Commercial District uses. The property is generally situated at 311 Sycamore Street and is known as Lot OL 1 of the Gaddy Addition, and located in the W.B. Williams Survey, Abstract A952, of Farmersville, Collin County, Texas.
- Bobby Bishop opened the public hearing at 6:32 p.m.
 - Alan Lathrom stated the Commission wanted to know if there was any other alternative for the property to be zoned to allow for commercial uses without opening the door to allow every type of commercial use that is listed in the City's Zoning Ordinance. He explained the applicant could apply for a PD – Planned Development District for an Office Center. It would have the base zoning district of Office uses and limit those uses solely to professional and general administrative offices, sales offices without display areas or products, or offices for services provided off premises. So there is a mechanism where he would be able to use that structure and location as an office building

without opening it up for every other commercial use allowed under the Zoning Ordinance.

- Bobby Bishop asked if the applicant would have to withdraw the current application and apply for a Planned Development.
- Alan Lathrom explained the Commission could not approve a PD – Planned Development under the current application.
- George Crump who resides at 401 N. Main Street introduced his attorney and his assistant.
- The attorney's assistant, Rachel Crist, addressed the Commission and stated that Mr. Crump was wanting to use the space as a small professional office building. She stated a small professional office use would have minimal impact on the surrounding community. She requested that Mr. Crump be able to amend the application to Office use instead of Commercial use.
- Alan Lathrom stated the current Zoning Ordinance does not recognize the Office District as being a lesser use district from the Commercial District. He indicated the Commission could make a recommendation to zone the property as an Office District rather than a Commercial District. There would be a need to re-advertise and notice in order to comply with state law first.
- Bobby Bishop clarified that Mr. Crump would have to apply again for either Office or Planned Development. He also asked if the rezoning to Office or Planned Development would fit the requirements set out in the Comprehensive Plan.
- Alan Lathrom indicated it would be up to the Commission and the City Council to determine whether the use of Office at the location, under the terms of the Comprehensive Plan would meet those requirements.
- Bobby Bishop closed the public hearing at 6:38 p.m.

- Motion to deny the request to give applicant time to re-apply and for notices to be sent out made by Paul Kelly
- 2nd to approve made by Kevin Adamson
- All members voted in favor

B. Public hearing to consider, discuss and act upon a recommendation to the City Council regarding the proposed complete rewrite and revision of the City of Farmersville's Zoning Ordinance; receive input from citizens regarding the proposed Ordinances; and, discuss the proposed Ordinances and the changes, formatting, and modifications to the Ordinances.

- Bobby Bishop opened the public hearing at 6:39 p.m.
- Randy Smith who resides at 508 CR 610 addressed the Commission regarding the Parks and Open Space. He read the definitions of open space and park or playground. He wanted to clarify that the parks and open spaces are two different things. He believes it could be a problem in the future as the City expands. There will be property that will have some areas that are floodplain that would not be able to be used. He is not in favor of building houses on the floodplain, but it could be used for other items. If it is left in its

natural state wild animals would become an issue. He feels the items need to be differentiated.

- Jim Foy who resides at 211 College Street stated that at the last meeting the Commission asked that a metal roof not be allowed in the new Ordinance. He agreed that corrugated metal should not be used, but questioned if the Commission was stating no metal at all.
- Bobby Bishop explained the Commission was just discussing corrugated metal/tin not excluding metal roofs.
- Mr. Bimal Saraiya, Attorney for George Crump, addressed the Commission and he stated it appeared the Office use had been removed from the proposed Ordinance. He wanted the Commission to consider adding the use back in.
- Bobby Bishop closed the public hearing at 6:45 p.m.
- Drew Brawner from Kimley-Horn stated they looked at the Office use and thought it would be better served if it was absorbed in Neighborhood Services and General Retail. The Neighborhood Services, General Retail, and Commercial are the three levels of intensity. The lighter uses would go in Neighborhood Services and the other uses would fall under General Retail and Commercial. He indicated a standalone office use would be allowed in the Neighborhood Services District.
- Ben White indicated there were some options of them rezoning under the old Ordinance or the new Ordinance once it is adopted.

- Motion to approve and forward recommendation to City Council made by Kevin Adamson
- 2nd to approve made by Lance Hudson
- All members voted in favor

C. Public hearing to consider, discuss and act upon a recommendation to the City Council regarding the proposed complete rewrite and revision of the City of Farmersville's Subdivision Ordinance; receive input from citizens regarding the proposed Ordinances; and, discuss the proposed Ordinances and the changes, formatting, and modifications to the Ordinances.

- Bobby Bishop opened the public hearing at 6:48 p.m.
- No one came forward so Bobby Bishop closed the public hearing at 6:49 p.m.
- Ben White mentioned the footer on the bottom of all pages need to be changed to reflect the correct document title.

- Motion to approve with changes as requested and forward recommendation to the City Council made by Lance Hudson
- 2nd to approve made by Paul Kelly
- All members voted in favor

D. Public hearing to consider, discuss and act upon a recommendation to the City Council regarding a request for certain variances and waivers from some of the requirements of the City of Farmersville's Subdivision Regulations, Chapter 65 of the Farmersville Code, for Lots 1 through 10, Block 1, of the Deer Crossing Subdivision to be developed on approximately 11.80 acres of land in E.B. Reed Survey, Abstract No. 739 in the City of Farmersville's ETJ along the north side of County Road 553 in an area west of State Highway 78.

- Bobby Bishop opened the public hearing at 6:50 p.m. and asked if anyone was present to speak for or against the item.
- Matt Atkins, Engineer from Engineering Concepts, was in attendance representing Mr. Cryer who is wanting to develop the property. He stated the right-of-way width for Collin County is 50 feet and since the subdivision was in the ETJ they wanted to ask for a variance. All of the utilities would fit within the 50 feet, plus they are adding more easements outside of the 50 feet. He explained they are requesting the roadway width to be 24 feet to go along with the county standard including ditches on each side. He knows the City has had issues with people parking on streets, but since this was a country setting with one acre lots they did not feel that would be an issue. Regarding parkland and open space, he explained it was his understanding that since that item was a zoning requirement it would not be applicable to a plat in the ETJ where there is no zoning. He explained the property drains in three directions. Some lots drain to the west and a portion to the south toward County Road 553. They feel like the runoff is adequate and there would be minimal grading. He indicated they are requesting one point of entry because they would not be able to provide more than one point of entry. He explained a cul-de-sac would be allowed in larger subdivisions and they did not see the entry proposed would be any different from that. They do not feel they need to make improvements to County Road 553 because it is a sufficient width and in pretty good shape. Since it is a County Road, they did not feel the City could require improvements. He explained that Mr. Cryer does intend to build some kind of entry features at a minimal, but they do not want an HOA to maintain those.
- Bobby Bishop asked Alan Lathrom which requirements the City could enforce.
- Ben White said the park dedication on the property would not be required.
- Bobby Bishop asked about the improvements to County Road 553.
- Alan Lathrom indicated the City could not require them to make improvements to the roadway since it is a County Road.
- Bobby Bishop asked about the landscape Plan.
- Alan Lathrom explained the subdivision regulations cross reference the Zoning Ordinance and the City cannot regulate the Zoning Ordinance in the ETJ. So, they would not be required to provide landscaping.
- Bobby Bishop asked about the roadway width.
- Ben White stated the cul-de-sac would have to have an adequate turning radius to comply with the fire code and explained he would recommend approval contingent upon the roadway meeting fire code guidelines. He

would like the roadway width maintained because it is hard when people park on the streets to get emergency vehicles down the street. The width should be 32 feet per the City's specifications. He felt the easements would be sufficient. He explained the storm water detention plan just needed to include data that indicated there would have no adverse effects.

- Matt Atkins explained he was going to indicate no adverse effects on the drainage plans. He stated that an estate development roadway of 32 feet could be done, but they feel the width required by the City would be excessive for ten lots. They would make sure the cul-de-sac would have the appropriate radius for emergency vehicles.
- Ben White indicated the City specifications for the roadway would be 32 feet from edge of pavement to edge of pavement. A compromise that could be made would be a normal residential width, because it is a little smaller. He wants to make sure emergency vehicles can use the roadway effectively.
- Dakota Cryer, who is the developer, stated they would have side entry garages and they plan on setting the building setbacks to 60 feet. There hope is not to have anyone parking on the street because of the large sized lots. The homes are intended to be a minimum of 2,300 square feet.
- Mr. Jim Foy pointed out they should be able to have a 28 feet space for the roadway.
- Bobby Bishop closed the public hearing at 7:17 p.m.

Motion to approve waiver and recommend to City Council regarding right-of-way, park and open space, the improvements to County Road 553, and the landscape plan made by Kevin Adamson
2nd to approve made by Lance Hudson
All members voted in favor

Motion to approve and recommend to City Council regarding storm water detention subject to the applicant providing a hydraulic study that shows not adverse conditions are created downstream as a result of the development made by Lance Hudson
2nd to approve made by Paul Kelly
All members voted in favor

Motion to approve and recommend to City Council a reduction in roadway width to 26 foot of pavement area with 3 foot of shoulder on each side at the same grade as roadway, with a cul-de-sac that meets the requirements of the fire code made by Paul Kelly
2nd to approve made by Lance Hudson
All members voted in favor

III. Items for Discussion and Possible Action

A. Consider, discuss and act upon minutes from December 18, 2017.

- Motion to approve made by Paul Kelly
- 2nd to approve made by Kevin Adamson
- All members voted in favor

B. Consider, discuss and act upon a recommendation to City Council for the Preliminary Plat for Lots 1 through 10, Block 1, of the Deer Crossing Subdivision to be developed on approximately 11.80 acres of land in E.B. Reed Survey, Abstract No. 739 in the City of Farmersville's ETJ along the north side of County Road 553 in an area west of State Highway 78.

- Alan Lathrom stated the plat could be approved subject to the applicant making the corrections before going to City Council.

- Motion to approve subject to the applicant making the corrections before going to City Council made by Kevin Adamson
- 2nd to approve made by Lance Hudson
- All members voted in favor

IV. Adjournment

Meeting was adjourned at 7:30 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Sarah Jackson-Butler, Vice President





FARMERSVILLE CITY COUNCIL
SPECIAL SESSION MINUTES
For
April 17, 2018, 6:00 P.M.

I. PRELIMINARY MATTERS

- Mayor Piwko called the meeting to order at 6:00 p.m. Council members Craig Overstreet, Mike Hurst, Todd Rolen and Michael Hesse were all present. Donny Mason was not present. City staff members Ben White, Sandra Green, Paula Jackson, Daphne Hamlin, Reagan Rothenberger, Rick Ranspot, Mike Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Brady Duncan who is a part of the Farmersville Boy Scout Troop 592 followed by the pledges to the United States flag and the Texas flag.
 - Calendar of upcoming holidays and meetings was presented in the agenda packet.
 - Farmersville Intermediate School's 8th Annual "Physics Fair" will be Monday, April 30th from 6:00 p.m. to 8:00 p.m.
 - City Council will be appointing a new member to the North Texas Municipal Water Board at the next City Council Meeting. Anyone interested in serving please contact the City Secretary's Office.
 - Upcoming meetings are subject to change dates or locations due to early voting for the upcoming elections. Please refer to the calendars in the City Council Agenda Packet or the City's website for those changes.
 - Proclamation for Motorcycle Awareness Month was read out loud and presented to some members of the audience. One spokeswoman for the riders gave a few safety tips to the audience and Council.

II. PUBLIC COMMENT

- Mr. John Hart who resides at 18601 CR 646 thanked Ben White for repairing the roadway he had brought to the attention of Council at the previous meeting. He also asked about the status of the Islamic Association Cemetery plat and the cement plant that was being proposed.
- Ben White stated the cement plant was still in the works, but they were still in the ETJ.
- Mayor Piwko explained they had not received any new information regarding the IACC.
- Ms. Alice Bridges who resides at 509 Gaddy Street addressed Council and stated that with all the negativity in the world and in the City she just wanted to tell the Council she knew how much time they spend every day trying to make the City better. She wanted them to know that she supported them. She also wanted to commend City Hall staff and the Public Works crew. She indicated that every time she needs something she calls and they are out at her residence quickly.
- Mr. Randy Smith who resides at 508 CR 610 addressed Council and discussed issues he was finding around the Camden Park construction site. He brought a county roadway sign that had been knocked down as well as an empty cement bag that had been found blowing in the wind away from the site. He also discussed the street conditions near Camden Park.

III. CONSENT AGENDA

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

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

- Mayor Piwko pulled the Public Works Report, City Financial Report, and the City Manager's Report.
 - Motion to approve reports A through E and G made by Michael Hesse
 - 2nd to approve was Todd Rolen
 - All council members voted in favor
- Mayor Piwko discussed the Public Works Report first. She wanted to point out that a new formula was being used to track the progress of projects.
- Ben White stated he was going to start using percentages to show how far along the City was on projects and he just amended the report a little to help with easier review.
- Mayor Piwko asked about the wastewater lift stations.
- Ben White indicated they are focusing on getting the wastewater to Camden Park first, and then they would work on the other lift stations.
- Mayor Piwko asked about the infiltration issues.
- Ben White stated they are working on the issues. He also talked about the sewer truck and how much more efficient things will be having it.
- Mayor Piwko also brought up the large amount of wood that is rotting on the gazebo located on the square. She indicated it would need to be repaired and repainted.
- Ben White stated he would look into getting it repaired.
- Mayor Piwko asked if the playground equipment at Southlake Park had been funded.
- Ben White explained that it had not been funded yet.
- Mayor Piwko asked about the Dollar General line upgrades.
- Ben White stated the City was upgrading from old equipment. The City's crew is just trying to be proactive.
- Mike Hurst asked about the bullet proof glass in the City Hall lobby.
- Ben White indicated the contractor could not complete the glass like the City was wanting so they are trying something different and it is supposed to be delivered soon.
- Mayor Piwko asked Daphne Hamlin to give the Council information concerning the Collin County Appraisal District luncheon that was held.
- Daphne Hamlin explained the projected numbers indicate the City housing rate would increase by 6.34%. That would bring the City's average home

value to \$138,000.00. She explained the numbers are very preliminary and they will be changing almost every day.

- Mayor Piwko indicated Ben White had answered all the questions she had on the City Manager's Report in the Public Work's Report.
 - Motion to approve the Public Works Report and the City Manager's Report made by Michael Hesse
 - 2nd to approve was Mike Hesse
 - All council members voted in favor

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Meeting Minutes
- D. FCDC (4B) Financial Report
- E. Main Street Board Minutes
- F. Main Street Report
- G. Planning & Zoning Commission Minutes
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

V. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon a request for certain variances and waivers from some of the requirements of the City of Farmersville's Subdivision Regulations, Chapter 65 of the Farmersville Code, for Lots 1 through 10, Block 1, of the **Deer Crossing Subdivision** to be developed on approximately 11.80 acres of land in E.B. Reed Survey, Abstract No. 739 in the City of Farmersville's ETJ along the north side of County Road 553 in an area west of State Highway 78.
 - Mayor Piwko opened the public hearing at 6:43 p.m. and asked if anyone was present to speak for or against the agenda item.
 - Matt Atkins with Concept Engineering came forward and explained he represented the developer and told a little bit about the property.

- Mayor Piwko suggested that before he go into details she would ask if anyone else was in attendance to speak for or against the item.
- No one else came forward
- Mayor Piwko closed the public hearing at 6:45 p.m.
- Matt Atkins explained the variances and waivers requested and explained the Planning & Zoning Commission decided on the following:
 - Approved wavier regarding 50 feet right-of-way, no park and open space would be required because it is in the ETJ, they would not have to complete the improvements to County Road 553, and no landscape plan would be required because it is in the ETJ.
 - Approved storm water detention being subject to the applicant providing a hydraulic study that shows no adverse conditions are created downstream as a result of the development.
 - Approved a reduction in roadway width to 26 foot of pavement area with 3 foot of shoulder on each side at the same grade as roadway, with a cul-de-sac that meets the requirements of the fire code.
- Craig Overstreet asked what kind of material the shoulders of the road would be.
- Matt indicated the shoulders of the roadway would be grass and the homeowner's would maintain it. There would be the roadway, grass at the same grade as the roadway, and then a ditch for drainage.
- Mike Hurst asked about the size of homes he would be building and also the lighting of the properties.
- Dakota Cryer, developer, stated they would build homes that were a minimum of 2,300 square feet and the property owners would be responsible for lighting their own property.
- Craig Overstreet asked if emergency vehicles could get down the cul-de-sac.
- Ben White stated it was not the City's typical design, but he felt confident that it would be fine.
- Mayor Piwko explained the Planning & Zoning Commission discussed this and it was indicated most of the homeowner's had so much land they would not park on the street.
- Matt Atkins indicated the cul-de-sac did meet the fire code.
- Motion to approve the recommendations set out by the Planning & Zoning Commission made by Craig Overstreet
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

B. Public hearing to consider, discuss and act upon the proposed complete rewrite and revision of the City of Farmersville's Zoning Ordinance; receive input from

citizens regarding the proposed Ordinances; and, discuss the proposed Ordinances and the changes, formatting, and modifications to the Ordinances.

- Mayor Piwko opened the public hearing at 6:57 p.m. and asked if there was anyone in attendance who wanted to speak for or against the proposed Zoning Ordinance.
- Randy Smith who resides at 508 CR 610 stated he had not heard back regarding any comments he had made to the Mayor or Ben White in previous meetings regarding the Ordinances.
- Mayor Piwko stated some of the comments had been noted, but the approval of the Ordinance would be at a later meeting. She indicated she would expect to see those changes in the final draft.
- No one else came forward to speak.
- Mayor Piwko closed the public hearing at 6:58 p.m.

C. Public hearing to consider, discuss and act upon the proposed complete rewrite and revision of the City of Farmersville's Subdivision Ordinance; receive input from citizens regarding the proposed Ordinances; and, discuss the proposed Ordinances and the changes, formatting, and modifications to the Ordinances.

- Mayor Piwko opened the public hearing at 6:58 p.m. and asked if there was anyone in attendance who wanted to speak for or against the proposed Subdivision Ordinance.
- No one came forward.
- Mayor Piwko closed the public hearing at 6:59 p.m.

D. Public hearing to consider, discuss and act upon Ordinance #O-2018-0417-001 for an application requesting a change in zoning on approximately 0.3444 acres of land, more or less, from SF-1 - Single-Family 1 District Uses to PD - Planned Development District Uses for an Office Center with a Base Zoning District of O - Office District Uses Allowing One One-Story Building for Professional or General Administrative Office Uses. The property is generally situated at 311 Sycamore Street and is known as Lot OL 1 of the Gaddy Addition, and located in the W.B. Williams Survey, Abstract A952, of Farmersville, Collin County, Texas.

- Councilmember Michael Hesse and Councilmember Todd Rolon recused themselves due to a conflict of interest.
- Mayor Piwko opened the public at 7:00 p.m. and asked if there was anyone in the audience to speak for or against the item.
- Rachel Crist, paralegal for the attorney presenting Mr. Crump, came forward and introduced herself and stated she would answer any questions the Council might have.
- Craig Overstreet asked about the square footage of the building.
- Rachel Crist explained there was approximately 2,644 square feet.
- No one else came forward to speak.
- Mayor Piwko closed the public hearing at 7:01 p.m.
- Mike Hurst asked if the Planning & Zoning Commission approved the request at their last meeting.

- Mayor Piwko said they passed it unanimously.
- Craig Overstreet asked if there would be enough space for adequate parking and ADA requirements.
- Ben White indicated they would still have to meet the parking guidelines.
- Alan Lathrom indicated the Fire Marshall would make sure the ADA parking was satisfactory before they were allowed to receive a certificate of occupancy. They would have to have the correct number of spaces based on the use of the property.

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

- Mr. Hesse and Mr. Rolan returned to the room.

VI. READING OF ORDINANCES

- A. Consider, discuss and act upon Ordinance #O-2018-0417-002 regarding an amendment to the Fiscal Year 2017-2018 budget for a sewer truck.
- Ben White indicated the funds were allocated last year, but the sewer truck just came in.
 - Motion to approve the amendment to the Fiscal Year 2017-2018 budget made by Craig Overstreet
 - 2nd to approve was Todd Rolan
 - All council members voted in favor

VII. REGULAR AGENDA

- A. Consider, discuss and act upon issues arising out of living streaming inside Council Chambers.
- Alan Lathrom indicated there were no actions that needed to be taken on this item. He explained that recordings and live streaming can take place by citizens as long as they do not disrupt the meeting. He stated he wanted the audience to understand the videos could be streamed or posted on websites or other places.
 - Mayor Piwko added there had been instances where people where in some of the videos not realizing their discussions were being recorded. She just wanted citizens to be aware of the streaming of the meetings.
- B. Consider, discuss and act upon the Final Plat of Lots 1 through 10, Block 1, of the Deer Crossing Subdivision.

- Motion to approve with the waivers made by Craig Overstreet
 - 2nd to approve was Todd Rolan
 - All council members voted in favor

- C. Consider, discuss and act upon a donation from the Farmersville Rotary Club to the Farmersville Senior Citizens Center.
 - Craig Overstreet thanked the Rotary Club for the donation.
 - Motion to approve made by Todd Rolan
 - 2nd to approve was Mike Hurst
 - All council members voted in favor

- D. Consider, discuss and act upon the appointment of an elected official or other appointed city official to serve on the Texas Community Development Block Grant Program Regional Review Committee.
 - Ben White stated he had no recommendations for an appointment. He stated the Council could choose some names and then come back at a later time to choose.
 - Sandra Green stated the representative from the North Central Texas Council of Governments indicated the member would typically a Councilmember or other City board member.
 - Mayor Piwko indicated she would volunteer.
 - Motion to approve the appointment of Diane C. Piwko to the board made by Craig Overstreet
 - 2nd to approve was Michael Hesse
 - All council members voted in favor

- E. Discuss possible ways to consolidate reports for review.
 - Ben White stated he condensed the Public Works Report and stated a lot of other reports are bulky. He was wanting direction from Council whether they wanted the reports on the website and not printed in the Council packet every time. He wants to work with staff to see if there is anything that could be removed from the reports and then limit what goes in the agenda packet.
 - Mike Hurst indicated what Council is really looking for is a progress report and not the same information over and over again.
 - Ben White stated he would use the Public Work's Report and the City Manager's Report as examples and try to go from there.
 - Michael Hesse stated he would like to see things linked in the agenda online and go toward more digital.

- Craig Overstreet explained he would like to see a summary of the transfers in the City Financial Report, and summaries on water and wastewater systems.
- F. Update regarding the City of Farmersville's agreement with the Riding Club.
- Mayor Piwko indicated this item was pulled from the agenda.
- G. Review Ordinance #O-2014-0812-001 and discuss the City's current policy regarding e-cigarettes.
- Ben White stated the City needed direction from Council on where they needed to go with this Ordinance.
 - Craig Overstreet indicated the current Ordinance does not regulate the use.
 - Todd Rolen explained they have individuals using e-cigarettes at J.W. Spain and the smoke is going into children's faces.
 - Ben White asked if Council wanted to prohibit e-cigarettes in all areas of the park or in certain area.
 - Alan Lathrom stated the current Ordinance does not include e-cigarettes because they came after the Ordinance was written.
 - Craig Overstreet indicated the City would need to include signs at the parks.
 - Alan Lathrom stated we could include signage in the Ordinance.
 - Mayor Piwko said she would like show that alcohol is prohibited on the signs as well. She gave direction to staff to redo the Ordinances to incorporate e-cigarettes.

VII. **EXECUTIVE SESSION**

- Alan Lathrom indicated there was no need to go into executive session.

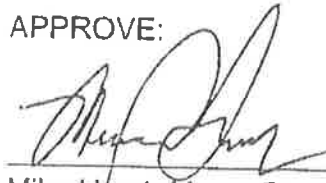
VIII. **REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- Craig Overstreet wanted to start reviewing sections of the Comprehensive Plan Workbook.

IX. **ADJOURNMENT**

Meeting was adjourned at 7:32 p.m.

APPROVE:


Mike Hurst, Mayor Pro-Tem

ATTEST:


Sandra Green, City Secretary





FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
June 23, 2020, 6:00 P.M.

I. PRELIMINARY MATTERS

- Mayor Wiebold called the meeting to order at 6:00 p.m. Council members, Mike Henry, Craig Overstreet, Jim Hemby, Dwain Mathers and Terry Williams were all present. City staff members Ben White, Sandra Green, Mike Sullivan, Daphne Hamlin, Rick Ranspot, Oscar Mejia and City Attorney Alan Lathrom were also present.
- Prayer was led by Rick Ranspot, Warrant Officer, followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed on Friday, July 3, in observance of Independence Day.
 - Farmers & Fleas will be held on Saturday, July 4.
 - Sparks of Freedom has been cancelled this year due to Covid-19 restrictions.

II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)

- No one came forward in person or via teleconference to speak.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

- No one came forward in person or via teleconference to speak.

IV. CONSENT AGENDA

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

the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

A. City Council Minutes

- o Motion to approve Terry Williams
- o 2nd to approve was Mike Henry
- o All council members voted in favor

V. INFORMATIONAL ITEMS

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

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

A. City Amenities Board

1. Possible Council Liaison Report

B. Farmersville Community Development Board (Type B)

1. Minutes
2. Possible Council Liaison Report

C. FEDC Farmersville Economic Development Board (Type A)

1. Minutes
2. Possible Council Liaison Report
 - Dwain Mathers stated that Kevin Meguire is requesting money for the Chamber of Commerce because of the lack of events this year due to Covid-19. They heard a request for a façade grant for the cotton gin.

They discussed possible funding for Collin Parkway/Farmersville Parkway and went over their mission statement and talked about the Thoroughfare Plan.

D. Main Street Board

1. Minutes
2. Possible Council Liaison Report

E. Planning & Zoning Commission

1. Minutes
2. Possible Council Liaison Report
 - Mike Henry stated the Planning & Zoning Commission met and discussed Deer Crossing variances due to them not following the city ordinances or Collin County's standards for constructing a street. They were requesting for it to become a private street that would be maintained by the homeowner's association and the only way to do that would be by the granting of variances. He stated the Planning & Zoning Commission approved the variances unanimously and sent the request to City Council for consideration.

VI. PUBLIC HEARING

A. Public Hearing to consider, discuss and act upon a request for variances for certain property generally located on approximately 11.80 acres of land in the E.B. Reed Survey, Abstract No. 739 in the City of Farmersville's ETJ along the north side of County Road 553 in an area west of State Highway 78., pursuant to Section 65-9 of the Farmersville Code, requesting variances from the requirements of: Section 65-46, "Private Street Subdivisions," of the Farmersville Code as well as the City of Farmersville's Standard Specifications and Standard Construction Details ("Roadway Design Requirements") and more particularly: § 65-46(a), "Private Streets"; Subparagraphs (3) and (5) of § 65-46(b), "Eligibility Criteria"; § 65-46(i), "Plans and inspections"; and Subparagraphs (1) through (3) of § 65-46(k), "Entrance Design Standards," to allow the following changes:

1. The construction of Deer Run Trail as a private street on top of undisturbed top soil without first performing lime stabilization of the subgrade under the road as required by the Roadway Design Requirements; and
2. A reduction in right-of-way width for Deer Run Trail as a private street to fifty feet; and
3. A reduction in paved roadway width of Deer Run Trail as a private street from a minimum thirty feet to twenty-six feet with three feet of unpaved shoulder on each side of the road; and

4. A private street subdivision to be placed in an area that is not surrounded on three sides by natural or man-made barriers, so as to be accessible from only a single direction of the compass; and
5. A single point of entry into the residential subdivision rather than two points of ingress and egress if, and only if, a cul-de-sac or hammerhead is provided of sufficient size to allow emergency vehicles to turn around in accordance with the 2015 Editions of the International Fire Code, International Building Code and/or International Residential Code; and
6. The entrance design onto Deer Run Trail as a private street to have a minimum uninterrupted pavement width of 26 feet with three feet of unpaved shoulder on each side of the road at the location of the gate or access control device, if any, on both the ingress point and egress point to the subdivision; and
7. The entrance design onto Deer Run Trail as a private street to have less than a 100-foot vehicle stacking distance from the northern right-of-way line of County Road 553 to the first vehicle stopping point at which access may be obtained to the private subdivision; and
8. The omission of a paved turnaround space located in front of any restricted access entrance barrier to Deer Run Trail that would allow vehicles which are denied access to safely exit onto public streets through a smooth, single-motion U-turn movement without having to back up; and
9. No improvements be made to County Road 553
 - Mayor Wiebold opened the public hearing at 6:11 p.m. and asked if anyone wanted to speak for or against the variance request.
 - Dakota Cryer, developer of Deer Crossing Subdivision, stated some of the variances requested pertain to the lime stabilization treatment for the roadway. He stated the other requests had to do with the entrance design for access and turning around. He stated they would amend the plat to not allow a gate at the entry of the subdivision and that it would not restrict access.
 - Mike Henry asked a question regarding the entrance dimension of the street.
 - Dakota Cryer stated the cars should have enough room to turn around if they needed to and the road is short and has a cul-de-sac.
 - Dwain Mathers asked if they built a substandard roadway.

- Dakota Cryer stated that was correct and their solution was to make it a private street and require the HOA to maintain the roadway.
- Dwain Mathers asked the city attorney if the city would have any liability.
- Alan Lathrom stated the HOA would maintain the roadway and the city would have no liability.
- Dwain Mathers asked if there would be any statement in the HOA documents that indicated the roadway was not built to standards.
- Dakota Cryer stated they have not discussed putting anything in the HOA documents.
- Terry Williams asked if they did a soil test on the property and how deep the black soil was.
- Dakota Cryer stated that a test was performed, but he was unsure as to how deep the black soil was. He explained they did a compaction test after they poured the road.
- Mike Henry asked the city attorney whether or not the plat would get filed showing a private street.
- Alan Lathrom stated the plat would get filed showing a private street subdivision and there would be a homeowner's association that is responsible for the continued maintenance of the roadway.
- Mike Henry asked if he were to purchase a lot in the subdivision would the title company make him aware that it is a private street and that he would be responsible for the maintenance of the roadway.
- Alan Lathrom stated there is a set of covenants and restrictions that are recorded and if you go in and close on one of the parcels of land then you would receive a title insurance policy that would identify the fact that the subdivision has a private street and would identify those covenants and restrictions.
- Dwain Mathers asked if the HOA documents could state that the roadway was not built in conformance to city standards.
- Alan Lathrom stated it would be up to the discretion of the City Council if they wanted to grant the variances and add that as a condition.
- Mike Henry stated that it should have never made it to the Planning & Zoning Commission in the first place. He stated that in most cities this would not pass and they would have had to rip up the street and construct it right. He said that if he would have sat on the Council when the first variance requests came through he would not have approved them. He said items like this should not be approved in the future.
- Mayor Wiebold asked if anyone else wanted to speak for or against the item.
- No one came forward so Mayor Wiebold closed the public hearing at 6:24 p.m.

- Motion to approve the variances as long as they have enough room for a fire truck to turn around and they add in to the HOA documents that the road was built as a 6 or 6 ½ inch street with 4,000 psi with no lime stabilization made by Mike Henry
- 2nd to approve was Dwain Mathers
- Alan Lathrom stated that he would request that they add another item to the motion that was requested by the Planning & Zoning Commission. He said they wanted the plat to show that the subdivision would not be allowed to have a gate at the entrance to the subdivision. He stated that was because there was no room for cars to back up and turn around if a gate were installed.
- Mayor Wiebold indicated the motion would be changed to reflect what Alan Lathrom requested.
 - All council members voted in favor, except Terry Williams who voted no.

VI. READING OF ORDINANCES

- A. Consider, discuss, and act upon the first and only reading of Ordinance #O-2020-0623-001 amending Chapter 2, "Administration," of the Farmersville Code by amending certain provisions of Division 2, entitled "City Amenities Board," as necessary to transfer responsibility for the City's parks, trails, and open spaces from the City Amenities Board to a new Parks And Recreation Board being re-established through the adoption of a new Division 4, entitled "Parks And Recreation Board," and amending or establishing the composition, operation, and jurisdiction of such Boards.

- Mayor Wiebold read the caption of the Ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 2, "ADMINISTRATION," BY AMENDING ARTICLE 3 ENTITLED "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES" THROUGH THE AMENDMENT OF CERTAIN PROVISIONS OF DIVISION 2, ENTITLED "CITY AMENITIES BOARD," AS NECESSARY TO TRANSFER RESPONSIBILITY FOR THE CITY'S PARKS, TRAILS, AND OPEN SPACES FROM THE CITY AMENITIES BOARD TO A NEW PARKS AND RECREATION BOARD BEING RE-ESTABLISHED THROUGH THE ADOPTION OF A NEW DIVISION 4, ENTITLED "PARKS

AND RECREATION BOARD," ALL AS SET FORTH
HEREINBELOW; REPEALING ORDINANCES IN CONFLICT
HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR
GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS;
PROVIDING FOR NOTICE AND IMPLEMENTATION; AND
PROVIDING AN EFFECTIVE DATE.

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

- Mayor Wiebold stated he wanted to separate the boards because he
feels that parks was getting a lot of the attention and not the library
and senior citizens center. He explained that with the changes to
the application process they have found that the application
submittals had increased.
- Terry Williams stated he has spoken to many people about sitting on
boards since they made the changes to the process and he believes
the Council will have no issues with finding applicants to serve on
the boards.
- Jim Hemby stated he believes it is a great idea and eventually the
city would need a parks & recreation department.
- Craig Overstreet asked if funding would still occur through FCDC
(4B).
- Mayor Wiebold indicated it would.
 - Motion to approve made by Mike Henry
 - 2nd to approve was Terry Williams
 - All council members voted in favor by

VII. REGULAR AGENDA

- A. Consider, discuss and act upon the city audit report.
- Louis Breedlove with Brooks Watson & Co. PLLC, presented the audit report
and stated the city staff has been great to work with.
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Jim Hemby
 - All council members voted in favor
- B. Consider, discuss and act regarding an update for Reliable Concrete.

- Ben White explained the city has received the sales tax in the amount of \$20,612.00, and that would catch them up until May 30th. He gave a brief status report on what items were still being completed at the facility.
- Craig Overstreet asked if they are purchasing water from the City of Farmersville at this point.
- Travis Barrington, Plant Manager, indicated they were and they have paid the water bill.
- Mike Henry stated that when people are driving from Greenville they have indicated the lights are blinding them on U.S. Highway 380.
- Travis Barrington stated they are pointed in a downward direction, but he would look in to it.
- Mike Henry also stated that he has spoken to people that live around the plant and they have no complaints.
- Mayor Wiebold asked how much concrete they are running right now.
- Travis Barrington stated they are running about 300-500 yards a day. He stated they are going steady and have not seen a decrease. He said they are currently running eleven trucks, but are purchasing more.
- Craig Overstreet asked about the roadway and entrances.
- Travis Barrington stated the entrances to the facility are on hold because they are waiting on CR 699 construction.
- Craig Overstreet asked about the escrow and wanted an update regarding that.
- Ben White stated that \$37,500.00 was dispersed recently in accordance with the agreement. He said they have paid the impact fees.
- Craig Overstreet asked about the net cost for the water line that was extended to the batch plant.
- Ben White stated that if you consider the labor that the city performed in that amount then it would be less.
- Craig Overstreet asked if Reliable had a complete 30 day water bill cycle yet.
- Travis Barrington stated the last bill was a lump sum from when they started using water so it would not be an accurate 30 day reading.
- Ben White stated the bills were just printed so the company would be receiving a new one shortly.
- Mayor Wiebold asked Travis Barrington if he felt like all the performance criteria would be met by August 31st.
- Travis Barrington stated he did.
- Mary Berry, who resides at 410 CR 699, stated the lights do affect you when you drive by. She suggested they place a shield on the lights to help.
- Dwain Mathers stated he appreciated the company cooperating with the city.

- C. Update regarding Nelson Brothers Ready Mix (Farmersville Plant, LLC).
- Ben White stated there was no status change in what they are doing at this time. He feels they are watching Reliable and we will see if they go forward with development any time soon.
 - Mayor Wiebold went back to the Reliable Concrete item and asked a question of Ben White. He asked if he was comfortable saying that all the performance criteria would be met by August 31st.
 - Ben White stated it would be awfully tight for the city because the public works department is trying to finish other projects at this time.
- D. Consider, discuss and act upon a request from the Centennial Committee on whether or not to hold Old Time Saturday due to Covid-19.
- Craig Overstreet wanted to know if any of the principals of the Committee have discussed with the City Manager any protection or safety precautions
 - Ben White stated they have not.
 - Craig Overstreet explained the State Fair of Texas is not making a decision regarding opening until July.
 - Dwain Mathers asked how much time they needed to plan the event.
 - Ben White stated that is why they are asking the question now, because it does take a lot of time to plan.
 - Mayor Wiebold asked if the Council could get a target date of when they absolutely needed an answer. He stated that he believes everyone wants to have the event, but with Covid-19 it is about whether they can have it safely.
 - Craig Overstreet pointed out that the money the Centennial Committee receives from the event goes to improving things in the city.
 - Mayor Wiebold told Ben White to check with them to find out the last possible date to make a decision.
 - Motion to table made by Craig Overstreet
 - 2nd made by Mike Henry
 - All council members voted in favor
- E. Consider, discuss and act upon the preliminary plat of the HCG Addition, Lots 1 & 2, Block A.
- Mike Henry stated that DBI Engineer's was recommending approve of the plat.
 - Craig Overstreet asked what the Planning & Zoning Commission had decided.

- Sandra Green stated they were needing some changes to their civil plans and some of it had to do with incorporating items on the second lot. She indicated they resubmitted the plat and due to the new timelines in the state law we had to consider the plat at this City Council meeting.
- Craig Overstreet clarified that Council was only reviewing the preliminary plat.
- Sandra Green stated that was correct.
 - Motion to approve made by Craig Overstreet
 - 2nd to approve was Terry Williams
 - All council members voted in favor

- F. Update regarding the Historical Preservation Ordinance and related district boundaries.
- Ben White stated we could hire a firm to review the Historic Preservation Ordinance for approximately \$1,000.00 to \$2,000.00. He indicated Guy Giersch, Historic Preservation Officer for the City of McKinney, reviewed the document and had only a few minor changes. He stated it was a good ordinance.
 - Mike Henry asked whether the state was still approving historic preservation districts.
 - Alan Lathrom stated legislature was adopted that limits our ability to regulate exterior building materials. He said that in that bill you were allowed to regulate exterior building materials in areas that were architectural significant or that were part of a historic district, but those districts had to be designated prior to April 31, 2019.
 - Mike Henry asked how that would affect the city.
 - Alan Lathrom stated it would limit the city's ability unless it is voluntary compliance in enforcing at this point, but he has heard rumors that it may change at the next legislative session.
 - Mike Henry asked if the Council adopted a preservation ordinance what control does that give the city on what is built or rebuilt.
 - Dwain Mathers stated why we cannot specify the type of design or structure that the city would like to be built.
 - Alan Lathrom stated we do have architectural standards for the CA – Central Area district that were in place prior to the deadline.
 - Mayor Wiebold stated that in spending some time with Guy Giersch he said there are ways to use incentives to get people to build to certain standards.
 - Alan Lathrom stated the City of McKinney does have a façade grant incentive program.

- Mayor Wiebold stated he believes we need to work on passing the ordinance and try to increase the historic area. He suggests also working on an incentive program.
- Dwain Mathers asked how that area would be expanded.
- Ben White stated the charm of Farmersville could be lost if we do not expand the area, but he asked where do we expand those boundaries to.
- Craig Overstreet asked about the maps and asked if the historical district and the Main Street boundary maps were one and the same.
- Ben White stated they are a little different. He said the Central Area is a zoning district and the Main Street boundary expands past that. He stated he would like to have an expert review the preservation ordinance.
- Council directed the City Manager to have a professional review the preservation ordinance.

G. Discussion of matters relating to code enforcement.

- Craig Overstreet stated that he is seeing a lot of illegal dumping within the city. He said there are three dumpsters at the Sugar Hill Center where couches and other items are being left outside of the dumpsters and they are not getting picked up.
- Chief Sullivan stated the police department caught people dumping there and they indicated to us they were given permission from the owners. They were made to pick up the property, put it back on their trailer and leave. He said they are going to reach out to the owners of the property and find out who the dumpsters belong to.
- Craig Overstreet asked if Chief Sullivan has seen more illegal dumping throughout the city.
- Chief Sullivan stated other than the one incident he has not seen an increase in illegal dumping.

H. Consider, discuss and act upon the resignation of Brian Brazil from the Planning & Zoning Commission and appointment of new commission member.

- Mayor Wiebold stated this item would be moved and considered with item K.

I. Consider, discuss and act on a contingent fee contract with Abernathy, Roeder, Boyd & Hullett, PC pursuant to the Texas Tax Code, Section 6.30, and Government Code 2254.1036 - said contract being for the collection of delinquent government receivables owed to the City of Farmersville.

- Sandra Green stated we already approved this once, but they told her that they wanted us to redo it because they needed more documents added. They stated we had to post a specific notice with the agenda and they

included another document regarding that notice to be signed when approved. She said all of this was due to a new House Bill being approved

- Motion to approve the contingent fee contract with Abernathay, Roeder, Boyd, & Hullett, P.C. pursuant to the Texas Tax Code Section 6.30, said contract being for the collection of delinquent government receivables owed to the City of Farmersville made by Jim Hemby
- 2nd to approve was Mike Henry
- All council members voted in favor

J. Consider, discuss, and act upon Resolution #R-2020-0623-001 regarding the establishment of an ad hoc advisory board to be known and referred to as the "Innovation and Efficiency Task Force" directed by and supporting the City Manager to perform such projects as may be assigned to said board from time to time by the Mayor and City Council.

- Mayor Wiebold indicated that he wanted to create this board because there are hidden gems with many talents in the community. The types of projects they could be involved with would vary. If we could have a group of citizens with expertise to research and put documentation together and present it to the City Manager that would good.
- Terry Williams stated that during the interviews they found a lot of passion and a lot of ways for people to serve.
- Mike Henry stated he was in favor it.
- Dwain Mathers stated he was in favor of it, but wanted to know how citizens would be assigned to a task.
- Mayor Wiebold stated it would allow the City Manager to assign the tasks and oversee the committee.
- Ben White stated he welcomes the help because it is a trying time for the city staff because they are so busy. He said we would have to be cautious that the committee members would not take a lot of staff time in their research.
- Craig Overstreet asked how the committee would be set up to work on a project.
- Mayor Wiebold stated the committee members would be assigned to one task and that task would have a deadline. So term limits would be based on the task they would be completing. He said they could have multiple projects going on at the same time.

- Motion to approve made by Mike Henry
- 2nd to approve was Terry Williams
- All council members voted in favor

- K. Consider, discuss and act regarding the current and expiring terms of members of the City's Boards and Commissions including the possible removal and/or reassignment of persons with unexpired terms, the reappointment of persons having expiring terms, and/or the appointment of persons to new terms on the City's Boards and Commissions.
- Mayor Wiebold suggested they accept the resignations first.
 - Motion to accept the resignation of Brian Brazil from the Planning & Zoning Commission, Bob Collins from the 4A Board and Diane Piwko from the Main Street Board made by Craig Overstreet
 - 2nd to approve was Jim Hemby
 - All council members voted in favor
 - Dwain Mathers stated the interview committee that met would like to nominate Matt Crowder to take the remainder of Bob Collins term. He stated that he would recommend that Elise Bobitt take the place of Diane Piwko for her remaining term, and Randy Rice is recommended to take over for Randy Smith whose passion is with the senior citizens.
 - Craig Overstreet asked why they were replacing Diane Piwko when they have not received a resignation from her. He said he does not support arbitrarily pulling someone off of a board or commission before their term has ended.
 - Dwain Mathers stated the committee thought it would be best if they placed someone else on the board.
 - Mayor Wiebold stated the Council has the right to replace any of the board members any time because they serve at the will and pleasure of the Council.
 - Craig Overstreet stated that Diane Piwko does contribute to the board discussions and it sends negativity to the board members if they can just be removed at any time.
 - Dwain Mathers stated that in the interviews they found people that would serve the city better.
 - Mayor Wiebold stated it is not in the best interest to go through the reasons why she is being removed from the board. He said it was a decision that was made by the subcommittee to replace her with Randy Rice.
 - Motion to approve Matt Crowder to replace Bob Collins and Elise Bobitt to replace Randy Smith made by Dwain Mathers
 - 2nd to approve was Mike Henry
 - All council members voted in favor
 - Motion to approve Randy Rice to replace Diane Piwko for the remainder of her term made by Dwain Mathers
 - Craig Overstreet stated the new process created to choose board members was to take the political nature out of board appointments, but by removing someone before their term is up is putting it in. He stated her issues with

another business owner has nothing to do with her service on the board and the contributions she has made.

- Mayor Wiebold disagreed with the statement that it is political.
- Jim Hemby stated the only problem he has is that we have people volunteer and then we are arbitrarily taking them off the board and he is against that.
 - 2nd to approve was Terry Williams
 - All council members voted in favor, except Craig Overstreet who voted no.
- Terry Williams stated the nominees for 4B were Richard Holbrook, Stephen Caspari, Jason Acevedo, Jessica Sayre, and to remove Tobey Ferguson and replace her with Melody Hudson.
 - Motion to approve the nominations made by Mike Henry
 - 2nd to approve was Dwain Mathers
 - All council members voted in favor
- Mike Henry stated that the nominations for the Planning & Zoning Commission were Lance Hudson, Adam White, and Joe Helmberger.
- Craig Overstreet wanted the Council to be aware that Joe Helmberger is a salaried employee to the city because his company is the official engineering firm for planning services.
- Mike Henry stated they had the discussion about that and did not feel it would be an issue.
- Sandra Green asked for a clarification regarding which of the nominees would fill the expired term of Brian Brazil.
- Mike Henry stated Adam White would take over for Brian Brazil.
 - Motion to approve the nominations made by Mike Henry
 - 2nd to approve was Dwain Mathers
 - All council members voted in favor
- Craig Overstreet stated he would make a motion to appoint Doris Cooks to the Main Street Board. He said they were not able to fill the remaining spots on the board. He stated they had received some applications late so they were not considered, but he recommended receiving applications for one more week until June 30th.
- Dwain Mathers stated that Gwen Snyder was an applicant for the Main Street Board and asked if there was a reason the Council was not considering her.
- Mayor Wiebold stated yes.
- Dwain Mathers stated he would like to nominate her for the board.
- Craig Overstreet stated that he was not prepared to nominate her for the board at this time without the subcommittee discussing it.

- Mayor Wiebold stated he does not want to use the City Council meeting to go publicly into why she was not nominated for the board.
- Mike Henry stated there was a motion on the floor by Craig Overstreet to nominate Doris Cooks and he would like to 2nd the motion and move forward
 - All council members voted in favor
- Mayor Wiebold stated that in regards to the Parks and Recreation Board all the members that were currently on the previous City Amenities Board would move over to the Parks & Recreation Board.
- Terry Williams stated that on the Parks & Recreation Board the nominees were Miranda Martin, Beverly Mondy, Misty Wiebold, and Kiel Cathey would replace Marilyn Hoyt for the remainder of her term.
 - Motion to approve the nominations made by Jim Hemby
 - 2nd to approve was Mike Henry
- Craig Overstreet asked why Marilyn Hoyt was being replaced
- Terry Williams indicated it was because of her lack of attendance.
 - All council members voted in favor
- Terry Williams stated on the City Amenities Board they were nominating Randy Smith, Jessica Sterling, Dorothy Stephenson, and Karen Rice. They still have one vacancy and they will use the same timeline and process as the Main Street Board to fill the position.
 - Motion to approve the nominations made by Jim Hemby
 - 2nd to approve was Mike Henry
 - All council members voted in favor
- Jim Hemby stated there were two seats available on the Building & Property Standards Commission, but Adam White was the only applicant. He stated his recommendation would be to nominate Adam White and continue to search for someone else to fill the position.
 - Motion to approve the nomination made by Mike Henry
 - 2nd to approve was Terry Williams
 - All council members voted in favor
- Mayor Wiebold stated that Benny Mondy was the only applicant that applied for the Texoma Housing Partners Board. He stated he comes highly recommended by Les Cooks who used to sit on the board.

- Motion to approve the nomination made by Dwain Mathers
 - 2nd to approve was Mike Henry
 - All council members voted in favor
- Mayor Wiebold stated on the TIRZ board there were three seats available. He stated they received applications from Tommy Ellison, Bob Collin, Craig Overstreet and Mike Goldstein. He stated that the new process of the boards was to give citizens who had a passion for certain areas a chance to serve on the boards. He said he understood that Craig Overstreet has served on the board commendably, but his recommendation would be let Tommy Ellison, Bob Collins and Mike Goldstein serve on the board. He stated his goal is to allow a citizen to serve on the board instead of a Councilmember.
 - Craig Overstreet stated that since they consider issues relating to tax dollars then at least one member of the Council should be on the board, even if it was not him.
 - Dwain Mathers stated that he agrees with the Mayor and that a citizen should serve on the TIRZ board.
 - Ben White stated there is an opportunity to look over the projects every year by the Council. The Council could look at those projects more often if they wanted to.
 - Terry Williams stated he agreed with the nominations.
 - Craig Overstreet again stated his strong recommendation to have one Councilmember on the board.
 - Jim Hemby asked if that was so the Council knows what is going on with the board.
 - Craig Overstreet stated yes
 - Mayor Wiebold asked why the terms are not staggered for this board.
 - Ben White stated that it was not in the bylaws to have them staggered. He said it would be his recommendation to stagger them in the future.

Motion to approve the nominations made by Dwain Mathers
 2nd to approve was Terry Williams
 All council members voted in favor, except for Craig Overstreet who voted no

VIII. BUDGET WORKSHOP

- Daphne Hamlin presented a slide show to the Council regarding the proposed budget. She showed the calendar of events that will take place over the next few months. She said in 2019 the total taxable values were \$256 million. She indicated she received a preliminary total for 2020 which was \$304 million, which is an increase of \$48 million. She stated that number always changes before the budget is approved. She pointed out that in the 2019 TIRZ we were at \$45 million and 2020 is at \$83 million. She showed the tax history and stated the city

has been pretty consistent with having the tax rate at \$0.75. She explained the M&O was around \$0.41 and the I&S was around \$0.33. She stated we are ahead on sales tax this year. She explained the city has approximately \$2 million to \$3 million to operate streets, parks, water lines, wastewater lines and electric lines. She said that is not a lot of money to run a city.

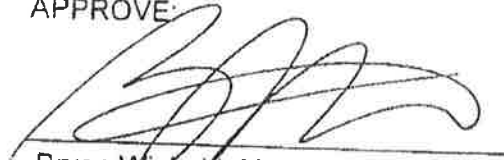
IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- No one requested any items.

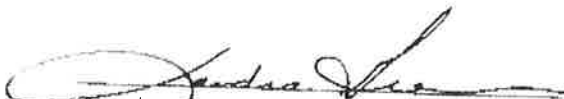
X. ADJOURNMENT

Meeting was adjourned at 8:43 p.m.

APPROVE:


Bryon Wiebold, Mayor

ATTEST:


Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VIII.O
Subject	Consider, discuss and act upon a concept plan for Lakehaven MUD.
To	Mayor and Council Members
From	Ben White, City Manager
Date	September 22, 2020
Attachment(s)	<ol style="list-style-type: none"> 1. Application 2. O-2020-0908-007 – Expanding ETJ 3. Creating Lakehaven MUD 4. Development Standards 5. Comment Response Letter 6. DBI Letter 7. Concept Plan
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



DEVELOPMENT APPLICATION

- ☐ Preliminary Plat
☐ Amended Plat
☒ **Concept Plan**
☐ Annexation

- ☐ Final Plat
☐ Minor Plat
☐ Specific Use Permit

- ☐ Replat
☐ Development Plat
☐ Site Plan
☐ Rezoning

Fees:

A retainer fee of \$1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the \$1,000.00 is not used and will be billed if the amount exceeds the initial \$1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)
The application fee of \$1000.00, to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name Lake Haven
2. Total Acreage 503.42 Acres
3. Current Zoning Classification(s) ETJ Agricultural
4. Proposed Zoning Classification(s) PD Single Family Master Plan
5. Total Number of Lots, by Type 1-40x120 - 575 lots, 2-50x120 - 1075 lots, 3-60x120-348 lots, 4- MF 21 Acres 360 units
6. Proposed Use of Property P.D. Single Family Master Plan
7. Location of Property West of S.H. 78, East of Lake Lavon, CR-550/551/553
8. Geographic (Tax) ID Number R- _____ R- _____

B Applicants: (List those persons you wish to be contacted about this request.)

PLEASE PRINT

- | | |
|---|--|
| 1. Owner <u>TCCI Land Development</u>
<u>Tommy Cansler-President</u> | 2. Applicant/Representative <u>Same as owner</u> |
| Address <u>3930 Glade Rd</u> | Address _____ |
| City, State, Zip <u>Colleyville, TX 76034</u> | City, State, Zip _____ |
| Phone <u>469-688-8224</u> | Phone _____ |
| Email <u>111tcci@att.net</u> | Email _____ |

C Variance Request: ☐ Yes ☒ No If yes, describe: N A

"I hereby certify that I am the owner, or duly authorized agent of the owner for the purposes of this application, of the property herein described, that all information submitted herein is true and correct."

Applicant/Owner: 
Tommy N. Cansler

Date: 06/08/2020



20131017001430550 10/17/2013 10:06 49 AM AG 1/36

**AGREEMENT RELATING TO CREATION AND OPERATION OF
LAKEHAVEN MUNICIPAL UTILITY DISTRICT**

This AGREEMENT RELATING TO CREATION AND OPERATION OF LAKEHAVEN MUNICIPAL UTILITY DISTRICT (this "Agreement") is entered into as of October 16, 2013, by and between Farmersville Investors, L.P., a Texas limited partnership ("Landowner") and the City of Farmersville, Texas, a Type-A General Law municipal corporation of the State of Texas (the "City").

RECITALS

WHEREAS, Landowner is the owner of approximately 471 acres of land (the "Property") located in Collin County, Texas, which Property is described by metes and bounds in Exhibit "A" attached hereto and depicted by the boundary map attached hereto as Exhibit "B"; and

WHEREAS, approximately 375.9 acres of the Property (the "Lakehaven Development") is being planned for as a master-planned residential community, which Lakehaven Development is described by metes and bounds in Exhibit "C" attached hereto and depicted by the boundary map attached hereto as Exhibit "D"; and

WHEREAS, the Property is located generally in eastern Collin County (the "County"), outside the corporate limits or extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, Landowner intends to develop the Property within the City's ETJ so the City will have and exercise jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property and particularly the

Lakehaven Development, and that the County have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend for the Property to be developed within the City's ETJ and not be subject to full-purpose annexation by the City for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, notwithstanding the fact that the Property is not presently located within the City's corporate limits or ETJ and is not subject to the City's land use regulations, the Parties intend that the Property be developed: (i) as a high-quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City, and (ii) pursuant to the regulations of the City that are then in place at the time of such development; and

WHEREAS, Landowner has petitioned the Texas Commission on Environmental Quality ("TCEQ") for creation of Lakehaven Municipal Utility District of Collin County (the "District") upon the Lakehaven Development; and

WHEREAS, Landowner's creation application to TCEQ sets forth a development plan for the District that consists primarily of the development of single-family residential lots; and

WHEREAS, the County requested that TCEQ order a contested case hearing on the matter of the District creation, citing concerns regarding the impact of single-family residential development within the District; and

WHEREAS, the County has expressed to Landowner more specific concerns regarding inadequate funding of fire and police services to serve the Lakehaven Development upon development; and

WHEREAS, TCEQ has referred the matter of District creation to the State Office of Administrative Hearings ("SOAH") for hearing on the creation petition and application; and

WHEREAS, in an effort to address the County's concerns and avoid further administrative and legal proceedings, including proceedings before SOAH, which would be time-consuming and costly to both Landowner and the County, and to address other desired arrangements between Landowner and the City with respect to development of and the provision of certain services to the Lakehaven Development, Landowner and the City have come to agreement on certain terms and conditions; and

WHEREAS, to such end, Landowner and the City (together, the "Parties") have entered into that certain Letter of Understanding, dated February 28, 2012, outlining certain agreed terms and conditions relating to the creation and operation of the District, and the Parties wish to formalize such terms and provisions through the execution of this Agreement; and

WHEREAS, each Party is authorized to enter into this Agreement pursuant to applicable law, including but not by way of limitation, Section 51.014 of the Texas Local Government Code, as amended, and upon annexation of the Lakehaven Development into the City's ETJ, Section 212.172 of the Texas Local Government Code, as amended.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, Landowner and the City hereby agree and contract as follows.

1. Emergency Services. Subject to the provisions set forth herein-below, the City will provide fire protection, "first responder" services, emergency medical services, and police

services (collectively referred to as "Emergency Services") to the Lakehaven Development.¹ The City's Volunteer Fire Department shall provide fire-protection services, emergency medical services, and "first responder" services to and within the Lakehaven Development in the same manner and to the same extent as it provides and would provide said services within the City. The City shall also provide police services to and within the Lakehaven Development including regular patrolling, as determined necessary by City in its reasonable discretion, and enforcement of jurisdictional laws, land use regulations, and building codes, in the same manner and to the same extent it provides and would provide such police services within the City. It is specifically understood that the City lacks the authority to enforce certain of its ordinances outside the City's corporate limits and that such ordinances, which are so restricted by the City's jurisdictional limits, will not be enforced within the Lakehaven Development for so long as the Lakehaven Development remains outside the City's corporate limits. It is also understood that the prosecution of any Class C misdemeanors must be pursued through the appropriate Justice of the Peace precinct rather than the City's municipal court. With respect to ambulance services, the City participates in an interlocal cooperation agreement with Collin County whereby the City pays a percentage of the cost for ambulance service plus run fees ("Ambulance Agreement"). In the event the City's proportionate share of the cost for ambulance service and/or run fees under the Ambulance Agreement is increased to offset the impacts generated by the Lakehaven Development, the provision of ambulance service to the Lakehaven Development through such Ambulance Agreement shall be considered the provision of ambulance services by the City to Lakehaven Development and the provision of such ambulance services shall be included within

¹ The Parties believe that all steps required to allow City to provide Emergency Services to Lakehaven Development have been performed. If, however, the Parties are incorrect then City shall have no obligation or responsibility to obtain any further or additional approval, consent or permission aside from cooperating with Landowner to demonstrate City's willingness to provide Emergency Services pursuant to this Agreement.

the definition of "Emergency Services" as defined herein-above and applied herein-below. Furthermore, in the event the City, at some date in the future, provides ambulance services to the Lakehaven Development by or through some other agreement, methodology, or mechanism the provision of such ambulances services shall be included within the definition of "Emergency Services" as defined herein-above and applied herein-below. Landowner or District shall pay for such Emergency Services, as follows:

(a) Landowner shall deposit the initial amount of Five Thousand and Zero/One Hundredths Dollars (\$5,000.00) with the City as security for payment of the costs and expenses, including Additional Expenses (defined below), incurred by City to provide Emergency Services to the Lakehaven Development (the "Deposit"). Such Deposit shall be paid to City contemporaneously with Landowner's submission of the first application for preliminary plat approval for the Property or any part, parcel, tract, or portion of the Property. The amount of the Deposit shall be evaluated on an annual basis and shall be increased, as necessary, to an amount equal to the average quarterly payment for Emergency Services and Additional Expenses (defined below) billed by City to Landowner during the immediately preceding year.

(b) Landowner shall, on a quarterly basis, pay the Lakehaven Development's proportionate share of the City's total documented costs of providing Emergency Services for such quarterly period based on the proportion of the number of water meter connections ("Connections") within the Lakehaven Development to the total number of Connections within the City's corporate limits and the Lakehaven Development (the "Lakehaven Development Share"). For purposes of this Agreement, the quarterly periods shall end on December 31, March 31, June 30, and September 30 of each year.

(c) The Lakehaven Development Share shall be calculated based upon the number of Connections active at the end of each quarterly period, and Landowner shall make payment to the City for the Lakehaven Development Share for each quarter within 45 days of being invoiced by the City for same.

(d) Landowner shall also be responsible for payment of any reasonable documented expenses of the City that are allocable to the provision of Emergency Services to the Lakehaven Development and which exceed the Lakehaven Development Share ("Additional Expenses"). Given the distance between the City and the Lakehaven Development, the total proceeds paid to the City for the provision of Emergency Services to the Lakehaven Development in any quarterly period shall not be less than the total of then applicable "run fees" that the County would otherwise have paid the City in the absence of this Agreement for Emergency Services provided to the Lakehaven Development for such period as an unincorporated area of the County. City shall invoice Landowner for the Additional Expenses incurred within each quarterly period, defined herein-above, together with the invoice for the Lakehaven Development Share and provide Landowner documentation substantiating such Additional Expenses. Landowner shall submit payment to City for such Additional Expenses contemporaneously with the payment of the Lakehaven Development Share within 45 days of being invoiced by the City.

(e) If Landowner fails or refuses to timely make payment of the Lakehaven Development Share and/or Additional Expenses, City shall be authorized to deduct such amount(s) from the Deposit and apply such funds to the payment of the Lakehaven Development Share and/or Additional Expenses. Landowner shall thereafter have 15

days to restore the Deposit to its full amount and pay any additional amounts then due and owing to the City. If Landowner fails or refuses to so restore the Deposit and pay any additional amounts then due and owing to City, the City may in its sole discretion and without liability therefore cease providing unfunded or underfunded Emergency Services to the Lakehaven Development.

(f) Landowner assumes no responsibility for the reliability, promptness or response time of the City in providing the Emergency Services. Landowner's sole obligation with respect to the provision of Emergency Services within and to the Lakehaven Development is to make payments as set forth herein.

(g) The employees of the City performing police services shall be licensed as peace officers by the State of Texas. The members of the City of Farmersville Volunteer Fire Department ("FVFD") performing fire-protection services, emergency medical services, and "first responder" services will meet at least the minimum qualifications established by the FVFD with respect to the performance of fire-protection services, emergency medical services, and "first responder" services required under this Agreement. Landowner (i) assumes no responsibility for the actions of the persons performing Emergency Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and is in no way responsible for, the selection, sufficiency or qualification of the persons providing such services.

(h) Landowner will use its best efforts to cause the District, within 90 days of the District's confirmation by election, to enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement") under which the District agrees to be responsible for the payments required under this Section 1. The Parties acknowledge that in the event of

execution of an Interlocal Agreement, all police services provided hereunder shall be provided in accordance and compliance with Section 49.216, Texas Water Code upon the installation of the 10th water meter in the Lakehaven Development. The Parties additionally acknowledge that under applicable State law and the rules of the TCEQ, before the Interlocal Agreement may become effective as to fire-protection services, the District must (i) develop a fire plan (the "Plan") in accordance with the provisions of Section 49.351, Texas Water Code, and the rules of the TCEQ, (ii) obtain TCEQ's approval of the Plan, this Agreement and the Interlocal Agreement, and (iii) obtain the approval of the District's voters relative to the Plan, this Agreement and the Interlocal Agreement pursuant to an election held by the District.

(i) It is specifically agreed and understood by the parties that nothing contained herein is intended to waive, nor shall it be interpreted as waiving, the City's sovereign immunity or governmental immunity regarding any claims whether sounding in contract or in tort arising out of, but not limited to:

1) the action of an employee or other person while responding to an emergency call or reacting to an emergency situation within, on or about the City's corporate limits, the Property, and/or the Lakehaven Development; or

2) the failure to provide or the method of providing police or fire protection within, on or about the City's corporate limits, the Property, and/or the Lakehaven Development.

2. Wastewater Treatment Plant. (a) The Parties acknowledge that Landowner has obtained TPDES Permit No. WQ0014778001 (the "Discharge Permit") from TCEQ to discharge a final daily average flow not to exceed 500,000 gallons per day ("gpd")

average daily flow of treated wastewater at a specified discharge point. The Parties also acknowledge that Landowner has planned to construct a wastewater treatment facility to treat wastewater flows generated by the Lakehaven Development of 500,000 gpd upon final build-out (the "Lakehaven Capacity"). The Landowner has identified an approximately ten-acre tract within the Property for the construction of a wastewater treatment plant (the "Plant Site").

(b) The City also plans to construct a wastewater treatment facility on the Plant Site, as agreed herein below, to treat wastewater flows generated by the City and other communities in the region with which City is associated (the "City Capacity").

(c) The Parties have agreed as further consideration for this Agreement that the City Capacity and the Lakehaven Capacity may be consolidated on the Plant Site through a common wastewater treatment plant at the specified discharge point (the "Treatment Plant") under the Discharge Permit. The design and construction of the first phase of the Treatment Plant may be initiated to serve all or part of either the City Capacity or the Lakehaven Capacity or both. However, the City Capacity will at no time limit the ability of the Landowner and/or District to treat or process wastewater flows under the Discharge Permit as demand occurs in the Lakehaven Development up to the 500,000 gpd Lakehaven Capacity at build-out. Notwithstanding the forgoing, the Lakehaven Development shall not be entitled to more capacity than that amount of capacity for which the Landowner and/or District has paid City to design and construct toward the ultimate build-out of the Lakehaven Capacity unless City has previously designed and constructed one or more phases of the Treatment Plant for City Capacity uses and the City has extra capacity in one or more of such phases and City agrees to sell to

Landowner and/or Developer and Landowner and/or District agrees to purchase from City any or all of City's extra capacity. It is the City's obligation, regarding the Discharge Permit, to seek and obtain such further and additional permits as may be required by the TCEQ to expand the Treatment Plant capacity beyond the currently permitted 500,000 gpd average daily flow as may be required to serve the demand of the Lakehaven Development and the City Capacity.

(d) Upon final approval of this Agreement by City and as a condition precedent to City's execution of this Agreement, Landowner shall:

(i) convey to the City, at no cost, a right of entry to the Plant Site authorizing City to occupy and use the Plant Site it being the Parties' desire and intent that the City should supervise the design and construction of the Treatment Plant and ultimately accept responsibility for the operation and maintenance of the Treatment Plant;

(ii) place in escrow, with an escrow agent agreed upon by and between the Parties, a special warranty deed (the "Site Deed") conveying to the City fee simple title to the Plant Site, which Site Deed shall be released from escrow for effect and recordation as provided below;

(iii) take documented action to begin the administrative process of transferring the Discharge Permit to the City (at no cost to the City) in order that the City, upon final transfer of the Discharge Permit as approved by TCEQ, is authorized to treat and discharge wastes from the Treatment Plant; and,

(iv) convey a 20-foot wide sanitary sewer easement across the Property to City at no cost to City that will allow the City to connect City's sanitary sewer system to the Plant Site.

Such conveyances shall in no way be conditioned. In addition, Landowner hereby agrees that it shall not object to or oppose any future expansion of the Plant Site or increase in the amount of wastewater allowed to be treated pursuant to the Discharge Permit it being understood and agreed that the City may, subject to the provisions of this Agreement, utilize the Treatment Plant and the Plant Site to serve the City's wastewater treatment needs and or the wastewater treatment needs of the region in which the City is situated.

(e) It is specifically understood and agreed that the City cannot lend its credit to Landowner and/or District or use City funds to construct wastewater treatment facilities to serve the Lakehaven Development and the Property. The Landowner and/or District shall pay for the complete design and all construction costs for that portion of the Treatment Plant as is necessary to serve the Lakehaven Development and the Property, whether designed and constructed in multiple phases or in one phase. It is specifically agreed and understood that such design and construction costs shall also mean and include: the clearing, grading and preparation of the Plant Site for construction; access to and from the Plant Site; the extension of necessary utilities to the Plant Site; any conditions imposed upon the Plant Site and Treatment Plant by, through and under the Discharge Permit; and, any and all other appurtenances to or arising out of or from any of the foregoing. Landowner and/or District shall also obtain or acquire and pay for all required easements and rights-of-ways and design, construct and pay for all mains and service lines and all related appurtenances thereto as are necessary to convey wastewater

from Lakehaven Development customers through and across the Property to the Treatment Plant (the "Wastewater Improvements") as development occurs within the Property. City shall pay for the complete design and all construction costs for that portion of the Treatment Plant as is necessary to serve the City Capacity, whether designed and constructed in multiple phases or in one phase.

(f) City shall enter into contracts, in accordance with the requirements of Texas law, for the design and construction of all phases of the Treatment Plant on the Plant Site. The contracts will allow the Treatment Plant to be designed and constructed in phases, or as may otherwise be required, to provide wastewater treatment capacity, as demand therefore requires, to serve the City Capacity and the Lakehaven Capacity as growth occurs in the Lakehaven Development. City will select a qualified individual or firm to design the Treatment Plant.

(g) For each phase of the Treatment Plant that City is directed by Landowner and/or District to design and construct to serve the Lakehaven Development, City will notify the Landowner and/or District regarding the contract amount for the Treatment Plant design and the Landowner and/or District shall promptly pay the contract amount for the design of the Treatment Plant to City within no more than 90 days following City's notice. In the event the design of the phase of the Treatment Plant so authorized exceeds the original contract amount, Landowner and/or District shall pay any such excess amounts to City within 20 days of City's notification to Landowner and/or District of the increased engineering design costs.

(h) Following completion of the engineering design for each phase of the Treatment Plant that City is directed by Landowner and/or District to design and

construct to serve the Lakehaven Development, the City will solicit bids, in accordance with all applicable Texas law, from general contractors for the construction of the Treatment Plant. City will select the general contractor and notify the Landowner and/or District regarding the amounts bid for the Treatment Plant construction. Upon determination of the low responsible bidder in accordance with Texas law, the Landowner and/or District shall pay the bid amount for the construction of the Treatment Plant to City within no more than 90 days following City's notice. Following receipt of payment from the Landowner and/or District of the bid amount, the City will award the contract to the appropriate general contractor. City shall provide to the Landowner and the District copies of any and all documentation and materials relating to the bidding procedure, bid receipt and tabulation and contract award as may be reasonably requested following the award of such bid. In the event the construction of the Treatment Plant exceeds the original contract amount, Landowner and/or District shall pay any such excess amounts to City within 20 days of City's notification to Landowner and/or District of the increased construction costs.

(i) Upon award of a contract for construction of the first phase of the Treatment Plant, whether such construction is attributable to the City Capacity or the Lakehaven Capacity, Landowner shall release the Site Deed from escrow for effect and recordation.

(j) If Landowner and/or District pay the full amount of the engineering design costs and construction costs for the Treatment Plant as provided herein-above and convey the entirety of the Plant Site and that portion of the Treatment Plant designed and constructed to process the Lakehaven Capacity to City free and clear of any and all encumbrances, Customers within the Lakehaven Development situated on the Property

shall be allocated capacity in the Treatment Plant up to the maximum volume that has been designed and constructed for and/or otherwise purchased by the Landowner and/or District up to a maximum wastewater treatment flow of 500,000 gpd.

(k) Landowner and District hereby agree that they shall not object to or oppose any future expansion of or improvements to the Treatment Plant which may improve the efficiency or increase the capacity of the Treatment Plant.

(l) Following conveyance and dedication of the Plant Site, that portion of the Treatment Plant paid for by Landowner and/or District, and Wastewater Improvements to City (collectively the "Wastewater Facilities"), City shall be primarily responsible for the operation and maintenance of the Wastewater Facilities whether such operation and maintenance is handled by City employees, contractors retained by City, or the NTMWD by and through an agreement with the City. City shall operate the Wastewater Facilities serving the Property and will use the Wastewater Facilities to provide service to all customers within the Property in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, policies or standards regarding the provision of sanitary sewer service by the City. The conveyances of the Plant Site and the Wastewater Facilities are made to the City as further consideration for City's consent to and execution of this Agreement and City's acceptance of the responsibility to operate and maintain the Wastewater Facilities.

(m) Notwithstanding the obligations contained in this Agreement to convey the Plant Site and Wastewater Facilities to the City, and in the alternative thereto, Landowner shall convey the Wastewater Facilities and Plant Site to NTMWD rather than the City should NTMWD desire to own and operate the Wastewater Facilities and Plant Site as

previously agreed by the Parties in a previously executed tri-party agreement between NTMWD, City, and Landowner.

(n) At or before such time as the Lakehaven Development reaches final build-out or full development and requires 500,000 gpd average daily flow the City will, at no cost to Landowner and subject to then available City funds, provide for the design and construction of additional capacity for the Treatment Plant. City shall also be solely responsible for all costs associated with and arising out of seeking and obtaining such further and additional permits as may be required by the TCEQ for the expansion of the Treatment Plant beyond 500,000 gpd average daily flow.

(o) At no time shall Landowner or District be entitled to any payment or compensation arising out of or related to the City's operation and maintenance of and/or possible future expansion of the Treatment Plant on and about the Plant Site.

(p) The City shall at all times have the sole right to establish the retail rates for wastewater treatment services provided through the Treatment Plant. The rates charged to residents of the Lakehaven Development and the City for retail wastewater treatment services provided through the Treatment Plant shall not be based on any distinction between residency inside and outside either the corporate limits of the City or the Property so long as Landowner and/or District fully conform to the requirements of this Agreement.

(q) Each month the Landowner and/or District shall provide to City a list reflecting the amount of potable water used within the Lakehaven Development and the Property broken down by each water meter location during each such month specifically including, but not limited to, the customer's name and billing address, the water meter

address and the amount of water consumed to allow the City to issue bills to such potable water consumers for the processing of wastewater generated from the subject properties; provided, that the District shall not be obligated to provide any such information pertaining to customers outside its boundaries. In providing this information, Landowner and/or District shall cooperate with City to align with the City's normal billing system and practices.

(r) City and Landowner acknowledge that Copeville Special Utility District holds a Certificate of Convenience and Necessity allowing it to provide retail water service within an area that includes the area within the Lakehaven Development. In the event the City at any time provides retail water service to all or part of the area within the Lakehaven Development, then neither Landowner nor District shall be obligated to provide the information specified in subsection 2(q) above for such area.

(s) The conveyances of the Plant Site, Wastewater Facilities, and the Discharge Permit provided for in this Section 2 are and shall be subject to the terms and provisions of any agreements between the City and NTMWD.

(t) Landowner agrees that it shall not pledge the Treatment Plant or any component thereof as security or collateral for any loan and shall not otherwise grant to any lender or other person a security interest in the Treatment Plant or any component thereof.

3. Extraterritorial Jurisdiction. Within 60 days of the issuance date of the final TCEQ Order approving creation of the District, Landowner shall present to the City a petition (the "ETJ Petition") to include all of the Property in its ETJ for all statutory and other purposes.

City specifically retains its governmental authority to accept or reject the ETJ Petition in accordance with Texas law.

4. Site for Emergency Services. By the earlier of (a) three years after the issuance date of the final TCEQ Order approving creation of the District, or (b) the filing of a final plat that includes the 250th single-family residential lot within the Lakehaven Development, Landowner will convey to the City two acres of land that is situated within the Lakehaven Development and reasonably acceptable to the City for use as a site for basing Emergency Services serving the Lakehaven Development ("Emergency Services Site").

5. Development Regulations and Inspections. (a) Should the City determine to grant the ETJ Petition, then upon inclusion of the Property in the City's ETJ, the City shall extend its planning and land use authority over the Property, and the Property shall be developed in conformance with the City's then applicable development regulations (the "Development Regulations") in effect at the time of any development.

(b) The Parties acknowledge and agree that this Agreement and Section 212.172, Texas Local Government Code, authorize enforcement by the City of the Development Regulations upon the Property – assuming inclusion in the City's ETJ – in the same manner the Development Regulations are enforced within the City's boundaries. Since the District will own and maintain the roads and other facilities within the District's boundaries, the rights-of-way and easements shall be dedicated to the District. Upon annexation to the City, the District's rights-of-ways, easements, and other facilities not previously conveyed to the City shall then be conveyed to the City.

(c) Public Infrastructure. Public Infrastructure shall be designed to comply with the City's then current Development Regulations and building codes, and no construction

or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City. All Public Infrastructure shall be constructed and installed in compliance with the City's then current Development Regulations and building codes and shall be paid for by the applicant or permittee. In no case shall the total amount charged for any such inspection within the Property exceed the total amount charged for a like inspection within the corporate limits of the City. The Parties acknowledge and agree that the City's Development Regulations and building codes in effect at the time of inspection of any improvement upon the Property shall be applicable to and control construction of such improvement.

(d) The Parties acknowledge that pursuant to a City-County Plat Approval Agreement, dated March 25, 2002 (the "1445 Agreement"), between the City and the County, the City has been granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ. The City agrees that within 60 days of granting the ETJ Petition, it shall take all such actions as may be necessary (if any are, in fact, necessary), including amendment of the 1445 Agreement, to ensure that the exclusive regulatory jurisdiction granted the City under the 1445 Agreement will apply to the Property.

6. Annexation. (a) Except for the Plant Site and Emergency Services Site, the City agrees that it shall not annex any portion of the Property into the corporate limits of the City prior to the latter of (i) the date that is 20 (twenty) years after the date of this Agreement or (ii) such time as (A) all water, sewer, drainage and road facilities necessary to serve and support the full build-out of the Lakehaven Development (collectively, the "Internal District Facilities") have been fully constructed, (B) no District bonds are any longer

outstanding and, (C) Landowner has been fully reimbursed by the District for all payments and advances made by Landowner toward the costs associated with all Internal District Facilities to the extent that such costs are eligible for reimbursement.

(b) Notwithstanding the foregoing subparagraph (a), the City may earlier annex the Property into the corporate limits of the City if the City assumes the outstanding bonded indebtedness of the District and all other obligations of the District as may be required under Texas law.

(c) Upon full purpose annexation of the Property or the applicable portion thereof prior to the expiration of the term of this Agreement ("Term") (and the resulting dissolution of the District and City assumption of District obligations as required by law), the Term shall terminate upon the effective date of the full purpose annexation for such portion of the Property. OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT.

7. Road Powers; Assistance with County Support. (a) The City agrees to write a letter of support for passage of legislation (the "Road Powers Bill") granting the District the power to construct, acquire, operate and maintain roads serving the District, for this

specific project, under Chapter 257, Texas Transportation Code. Prior to such time as the Road Powers Bill is filed with the appropriate legislative committee, the City will request of the County in writing that the County also support the Road Powers Bill.

(b) Immediately upon execution of this Agreement, the City shall request of the County in writing that the County (i) immediately withdraw the County's request to TCEQ for a contested case hearing with respect to Landowner's petition and application for creation of the District and (ii) promptly execute and file any and all documentation as may be necessary to terminate the administrative proceeding now pending with SOAH with respect to such matter.

8. Default and Remedies. (a) Neither party shall be in default under this Agreement until (i) written notice of the alleged failure of such party to perform any of its obligations hereunder has been given by the other party and (ii) the noticed party has had a period of time, as specified below, in which to cure the alleged failure. The party declaring a default shall notify the offending party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified party shall have thirty (30) days from the receipt of such notice to cure any default except as specifically provided otherwise herein. There shall be no Default if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in Default with respect to its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due save and except to the extent specifically provided otherwise herein-above.

(b) If a default is not cured within such 5-day or 30-day period, the affected Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any remedy available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, the Parties hereto acknowledge and agree that, unless specifically provided herein, this Agreement may not be terminated without the written consent of the Parties hereto.

9. Force Majeure. (a) In the event either Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the City and/or the Property, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, and significant variations from normal weather conditions reasonably expected during the period in question, and any other

events or circumstances that are not within the control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. "Force majeure" shall not mean or refer to (i) governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement or, (ii) any change in market conditions or the economy that slows down or impairs development of the Property (unless such change is a direct result of one of the conditions listed above as being an event of "force majeure").

10. Notices. All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). All Notices given pursuant to this section shall be addressed as follows:

To the Landowner:

Mr. Julian "Jay" Hawes
Farmersville Investors, LP
10210 N. Central Expressway, Suite 300
Dallas, TX 75231
Fax: (972) 239-8373

To the District:

c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Fax: (713) 621-3909

To the City:

Mr. Benjamin L. White, P.E.
City Manager
City of Farmersville, Texas
205 S. Main St.
Farmersville, TX 75442
Fax: (972) 782-6604

With a copy to: Alan Lathrom
Brown & Hofmeister, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75082
Fax: (214) 747-6111

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party given as provided above. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

12. Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto

acknowledge that each has entered into this Agreement willingly and that each Party has equal bargaining powers. Neither Party has been coerced or has acted under duress.

13. Time of Essence. Time is of the essence in the exercise of each Party's duties and obligations pursuant to this Agreement.

14. Amendment. This Agreement may be amended or modified only by written instrument executed by both Parties.

15. Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

16. Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, and the remainder of this Agreement shall be construed as if such invalid, illegal or ineffective provision had never been contained herein.

17. Other Instruments and Approvals. The Parties agree to execute and deliver all such instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

18. Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

19. No Waiver. No consent or waiver, expressed or implied, by either Party to this Agreement to or of any default of any covenant or provision hereof by either Party shall be

construed as a consent or waiver to or any other default of the same or any other covenant or provision.

20. Assignability. (a) This Agreement shall not be assignable by the City, in whole or in part, without the prior written consent of the Landowner and the District (after the District is created).

(b) Landowner may assign its rights and obligations under this Agreement to the District at any time after the District is created or City may request such assignment. If City requests Landowner's assignment to the District, Landowner shall not object to such request but shall assign its rights and obligations hereunder to District within 30 days after such request. It is further understood that some items within the Agreement, such as land conveyances and development restrictions, may not be assignable from the Landowner to the District. Landowner may assign all of its rights and obligations hereunder, with 10 days written notice to the City and without the City's prior consent, to any party to which it sells all or part of the Property; provided, that in the event Landowner sells only part of the Property, such assignment shall apply only to the portion that is sold. Notwithstanding the foregoing, sales of individual platted lots in quantities less than the entirety of the Property shall not support an assignment of the rights and obligations of the Landowner and/or the District under this Agreement to any such third-party purchasers. No assignment by Landowner shall release Landowner from any liability resulting from an act or omission by Landowner that occurred prior to the effective date of the assignment unless the City approves the release in writing. No other person shall acquire or have any right hereunder or by virtue hereof.

(c) Notwithstanding any assignment or conveyance under this article, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property (except for purchasers solely of platted lots) shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement.

21. Term. This Agreement shall be in force and effect from its dated date for 20 years and may be extended for one successive 20-year term for a total duration not to exceed 40 years.

22. Enforceability. (a) This Agreement is intended to be specifically enforceable.

(b) In the event of any judicial determination that one or more provisions of this Agreement are beyond the scope of authority of either Party, or are in violation or contradiction of any applicable law or regulation in effect upon the effective date hereof, each Party agrees to proceed to enter into discussions to amend this Agreement immediately.

(c) In the event it is necessary for either Party to retain an attorney or attorneys to enforce any term or condition of this Agreement against the other Party, said defaulting Party shall pay all costs or expenses, including reasonable attorneys' fees

incurred in connection therewith upon final settlement, by agreement, or upon a judgment.

23. Counterpart Originals. This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity and effect.

24. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

25. Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

26. No Vesting. This Agreement does not constitute a "permit" under Chapter 245 of the Texas Local Government Code and no "rights" are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by Landowner of any rights of Landowner under said Chapter 245 to the extent only that such rights may vest through some other application not related to this Agreement.

27. Recordation. It is the intent of the Parties that the covenants contained in this Agreement shall run with the land and that the Agreement shall be recorded in the real property records of the County.

IN WITNESS WHEREOF, the City and Landowner have executed this Agreement Relating to Creation and Operation of Lakehaven Municipal Utility District as of the date and year first listed above.

CITY OF FARMERSVILLE, TEXAS

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

ATTEST:

By: Edie Sims
City Secretary



FARMERSVILLE INVESTORS, LP,
a Texas limited partnership

By: Farmersville Investors GP, LLC,
a Texas limited liability company,
its sole general partner

By: Leon J. Backes
Leon J. Backes, Sole Manager

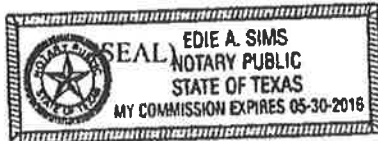
THE STATE OF TEXAS

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on this the 8th day of October, 2013, by Joseph E. Helmberger, P.E., in his capacity as the Mayor of the City of Farmersville, Texas, on behalf of the City.



Edie Sims
Notary Public in and for
the State of Texas

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on this the 24TH day of AUGUST, 2013, by Leon J. Backes, Sole Manager of Farmersville Investors GP, LLC, a Texas limited liability company, general partner of Farmersville Investors, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)



Tana Rooun
Notary Public in and for
the State of Texas

EXHIBIT "A"

Metes and Bounds Description of the Approximately 471 Acre Parent Tract

471.016 ACRES

BEING a tract of land situated in the ELIJAH B. REED SURVEY, ABSTRACT NO. 739, Collin County, Texas and being all of a called 471.016 acre tract of land described in a deed to Farmersville Investors, LP, recorded as Document No. 20060324000384140, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of said 471.016 acre tract;

THENCE North 89 degrees 48 minutes 12 seconds East, a distance of 3,436.86 feet to a point in the approximate centerline of County Road No. 551 for the northeast corner of said 471.016 acre tract;

THENCE South 00 degrees 09 minutes 36 seconds West, along the approximate centerline of said county road, a distance of 2,465.00 feet to a point for corner;

THENCE South 89 degrees 48 minutes 46 seconds West, a distance of 222.48 to a point for corner in the approximate centerline of said county road;

THENCE South 00 degrees 04 minutes 27 seconds West, a distance of 2,193.22 feet to a point for corner;

THENCE North 87 degrees 59 minutes 17 seconds East, a distance of 1,897.29 feet to a point for the most easterly northeast corner of said tract;

THENCE South 01 degree 41 minutes 55 seconds West, a distance of 733.82 feet to a point for corner;

THENCE South 56 degrees 44 minutes 32 seconds West, a distance of 469.39 feet to a point for the beginning of a curve to the left;

THENCE Southwesterly, along said curve to the left which has a chord that bears South 36 degrees 41 minutes 01 second West for 371.46 feet, a central angle of 35 degrees 16 minutes 27 seconds and a radius of 613.00 feet, for an arc distance of 377.39 feet to a point for the end of said curve;

THENCE South 18 degrees 48 minutes 04 seconds West, a distance of 409.01 to a point for corner;

THENCE South 89 degrees 37 minutes 50 seconds West, a distance of 999.94 feet to a point for corner;

THENCE North 21 degrees 35 minutes 06 seconds West, a distance of 400.00 feet to a point for corner;

THENCE South 01 degree 12 minutes 29 seconds West, a distance of 500.15 feet to a point for corner;

THENCE South 50 degrees 45 minutes 23 seconds East, a distance of 1,121.34 feet to a point for corner;

THENCE South 70 degrees 30 minutes 06 seconds East, a distance of 10.00 feet to a point for corner;

THENCE South 18 degrees 45 minutes 29 seconds West, a distance of 259.13 feet to a point for the beginning of a curve to the right;

THENCE Southwesterly, along said curve to the right which has a chord that bears South 54 degrees 35 minutes 12 seconds West for 232.53 feet, a central angle of 71 degrees 25 minutes 39 seconds and a radius of 199.17 feet, for an arc distance of 248.30 feet to a point for the end of said curve;

THENCE South 88 degrees 36 minutes 50 seconds West, a distance of 99.99 feet to a point for corner;

THENCE South 84 degrees 27 minutes 49 seconds West, a distance of 50.24 feet to a point for corner;

THENCE South 00 degrees 13 minutes 50 seconds West, a distance of 25.00 feet to a point in the approximate centerline of County Road 550 for the most southerly southeast corner of said 471.016 acre tract;

THENCE North 89 degrees 31 minutes 10 seconds West, along the approximate centerline of said county road, a distance of 865.15 feet to a point for the most southerly southwest corner of said 471.016 acre tract;

THENCE along the westerly boundary of said 471.016 acre tract, the following bearings and distances:

North 01 degree 15 minutes 09 seconds West, a distance of 1,958.43 feet to a point for corner;

North 02 degrees 42 minutes 48 seconds West, a distance of 70.06 feet to a point for corner;

North 88 degrees 49 minutes 13 seconds West, a distance of 1,067.24 feet to a point for corner;

North 89 degrees 13 minutes 34 seconds West, a distance of 1,092.63 feet to a point for corner;

North 00 degrees 15 minutes 03 seconds East, a distance of 2,981.00 feet to a point for corner in the approximate centerline of said County Road 551;

South 89 degrees 53 minutes 05 seconds West, along the approximate centerline of said County Road 551, a distance of 570.39 feet to a point for corner;

North 00 degrees 02 minutes 46 seconds West, a distance of 2,464.40 feet to the **POINT OF BEGINNING** and containing 20,517,466 square feet, or 471.016 acres of land, more or less.

Sheet 3 of 4

Boundary Map Depicting the Approximately 471 Acre Parent Tract



EXHIBIT "C"

Metes and Bounds Description of the Approximately 375.9 Acre Lakehaven Development

BEING a 375.9 acre tract of land situated in the ELIJAH B. REED SURVEY, ABSTRACT NO. 739, in Collin County, Texas, said tract being a portion of a called 471.016 acre tract of land described in a deed to Farmersville Investors, L.P., recorded as Document No. 20060324000384140, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of said 471.016 acre tract;

THENCE North 89 degrees 48 minutes 12 seconds East, along the north boundary of said 471.016 acre tract, a distance of 3,426.86 feet to a point;

THENCE South 00 degrees 09 minutes 36 seconds West, over and across said 471.016 acre tract, parallel to and 10.00 west of an east boundary of said 471.016 acre tract, a distance of 2,465.00 feet to a point;

THENCE South 89 degrees 48 minutes 46 seconds West, along a south boundary of said 471.016 acre tract, a distance of 212.48 feet to an interior ell corner of said 471.016 acre tract;

THENCE South 00 degrees 04 minutes 27 seconds West, along an east boundary of said 471.016 acre tract, passing an interior ell corner of said 471.016 acre tract at 2,193.22 feet and continuing for a total distance of 3,037.01 feet to a point for corner;

THENCE North 88 degrees 49 minutes 13 seconds West, passing an interior ell corner of said 471.016 acre tract at 484.77 feet and continuing for a total distance of 1,552.01 feet to a point on the south boundary of said 471.016 acre tract;

THENCE North 89 degrees 13 minutes 34 seconds West, along a south boundary of said 471.016 acre tract, a distance of 1,092.63 feet to an exterior ell corner of said 471.016 acre tract;

THENCE North 00 degrees 15 minutes 03 seconds East, along a west boundary of said 471.016 acre tract, a distance of 2,981.00 feet to an interior ell corner of said 471.016 acre tract;

THENCE South 89 degrees 53 minutes 05 seconds West, along a south boundary of said 471.016, a distance of 570.39 feet to the most westerly southwest corner of said 471.016 acre tract;

THENCE North 00 degrees 02 minutes 46 seconds West, along the west boundary of said 471.016 acre tract, a distance of 2,464.40 feet to the POINT OF BEGINNING and containing 375.9 acres of land, more or less

This document was prepared under 22 TAC §063.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Brian R. Wade, R.P.L.S. No. 6098

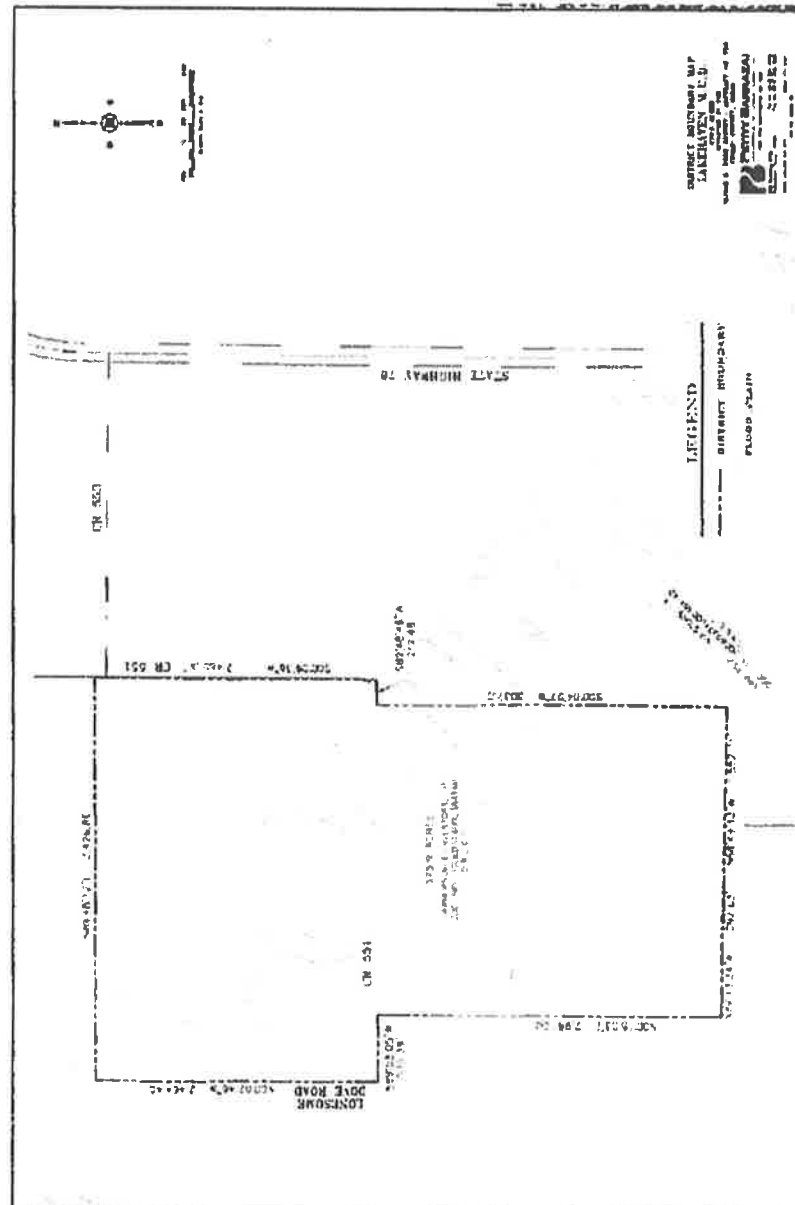


January 19, 2011

F:\LEGALS\2008\08032375 8Ac Political Boundary.doc

EXHIBIT "D"

Boundary Map Depicting the Approximately 375.9 Acre Lakehaven Development



UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp County Clerk
Collin County TEXAS
10/17/2013 10:06:49 AM
\$156.00 DFOSTER
20131017001430550



Stacey Kemp