

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA January 12, 2021, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

#### WATCH THE LIVE BROADCAST

This meeting will be broadcast live through the City's website and by telephone. Members of the public who wish to watch this meeting, and not speak or participate in the discussion, may watch the live broadcast by

- 1. Going to the City's website;
- 2. Clicking on "GOVERNMENT";
- 3. Clicking on "AGENDAS AND MINUTES";
- 4. Clicking on the "click here" link that is located to the right of "LIVE STREAMING."

#### SPEAKING DURING PUBLIC COMMENTS

Members of the public wishing to speak during Public Comments or a public hearing may join the meeting by going online to <a href="www.blizz.com">www.blizz.com</a>, and following the online prompts to input the "Dial-in Phone Number" and the "Meeting ID."

Members of the public wishing to speak during Public Comments or a public hearing may also join the meeting by calling-in to the telephone number listed below, and inserting the Meeting ID listed below: Those members of the public calling in will not be able to participate through video and will only have an audio feed of the meeting on their telephone.

- Dial-in Phone Number: (646) 769-9101
   Please note that if you dial a toll number, your carrier rates will apply.
- 2. You will be prompted to enter the Meeting ID.

The Meeting ID for this meeting is <u>158-247-58</u>

3. Please listen closely to the directions and follow the directions to gain access to the Blizz meeting.

## I. PRELIMINARY MATTERS

Call to Order, Roll Call, Prayer and Pledge of Allegiance

#### Announcements

- > Calendar of upcoming holidays and meetings.
- City Hall will be closed on Monday, January 18<sup>th</sup> in observance of Martin Luther King, Jr. Day.
- ➤ Rike Lifetime Service Award Mr. Robbie Tedford

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

If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

## III. <u>CITIZEN COMMENTS ON MATTERS NOT ON AGENDA</u>

If you wish to address the City Council on a matter not posted on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.

## 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 for 12-8-20
- B. Board of Adjustment Minutes for 12-8-20
- C. City Council Special Minutes for 12-21-20
- D. Police Department Annual Report
- E. Public Works Report
- F. City Financial Report
- G. City Manager's Report

## V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City

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

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

- A. City Amenities Board
  - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
  - 1. Financials
  - 2. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Financials
  - 2. Possible Council Liaison Report
- D. Main Street Board
  - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
  - 1. Possible Council Liaison Report
- G. TIRZ Board
  - 1. Financials
  - 2. Possible Council Liaison Report

## VI. PUBLIC HEARING

A. Public hearing to consider, discuss and act upon Ordinance #O-2021-0112-001 regarding a request to amend Ordinance #2015-1027-001 that established the zoning on approximately 100.81 acres of land in the W. B. Williams Survey, Abstract No. 952, which land is now known as the Camden Park Subdivision ("the "Property") to rezone approximately 18.003± acres situated between County Road 611 (South Collin Parkway) on its eastern boundary and Harvard Boulevard on its western boundary in an area north of U.S. Highway 380 (W. Audie Murphy Parkway) from PD - Planned Development for Commercial uses to PD – Planned Development for SF-3 – Single Family Dwelling – 3 district uses for detached single-family dwellings, adopt certain development standards therefor, and modify the requirements of the base zoning district set out in subparagraph (3), "Area, Yard and Bulk Requirements," of Section 77-52(e), "SF-3 — Single Family Dwelling-3," and amend any conflicting provisions of Sections 77-61(a) and (c), 77-62(a) and (b)(8), 77-63(a), 77-64(a) and (b)(1), and 77-65(a) of the Farmersville Code as follows:

- (a) reducing the minimum lot area from 5,000 square feet to 4,000 square feet;
- (b) reducing the minimum lot width from 50 feet to 40 feet;
- (c) reducing the minimum front yard from 25 feet to 10 feet and including a 10' wide public utility easement in each front yard;
- (d) reducing the minimum side yard on corner lots from 15 feet to 10 feet;
- (e) increasing the minimum lot depth from 90 feet to 100 feet;
- (f) increasing the minimum rear yard from 10 feet to 20 feet;
- (g) increasing the maximum lot coverage from 50 percent to 60 percent (including the main dwelling unit, garage, and all accessory buildings);
- (h) increasing the minimum floor area from 750 square feet to 1,200 square feet; and
- (i) modifying the maximum height from 2 stories and 40 feet to 2.5 stories and 35 feet.

## VII. READING OF ORDINANCES

A. Consider, discuss and act upon the first reading of Ordinance #O-2021-0126-001 regarding grading and excavation.

## VIII. REGULAR AGENDA

- A. Consider, discuss and act upon the Final Plat of Collin College Lot 1, Block A.
- B. Consider, discuss and act upon Resolution #R-2021-0112-001 updating the city's investment policy.
- C. Consider, discuss and act upon an interlocal agreement with Collin County regarding animal control.

- D. Consider, discuss and act upon an interlocal agreement with Collin County regarding the Rike Library.
- E. Consider, discuss and act upon a contract extension for Eddie Peacock, PLLC for financial support services.
- F. Update on the Development Agreements with Patriot Concrete and Nelson Bros. Concrete.
- G. Update on the Council Chambers audio visual equipment.
- H. Discussion regarding the possibility, time frames and steps of becoming a Home Rule City.

## IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

## X. <u>ADJOURNMENT</u>

Dated this the 8th day of January, 2021.

Bryon Wiebold, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted January 8, 2021 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, City Secretary



I. Preliminary Matters

Sunday Monday Tu  3  4  4  10  Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm 17  18  City Hall Closed – MLK Day	Tuesday M  Signature    City Council    Meeting 6:00 pm	Wednesday 6	Thursday  7 Parks & Recs Board Meeting 5:00 pm	Friday  City Hall Closed – New Year's Day	Saturday 2
Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm 18 City Hall Closed – MLK Day	5 12 Iy Council ing 6:00 pm	13	7 Parks & Recs Board Meeting 5:00 pm	City Hall Closed – New Year's Day	2
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City Hall Clos					
City Hall Clos	19	20	21	22	23
			FEDC (4A) Meeting 6:30 pm		
	26	27	28	29	30
P&Z Meeting City 6:00 pm (moved due to holiday)	City Council Meeting 6:00 pm		City Amenities Board Meeting 4:00 pm		
31					

		FEB	FEBRUARY 2021	121		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		2	m	Parks & Recs Board Meeting 5:00 pm	r.	Farmersville Market 9:00 am
	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	Gity Council Meeting 6:00 pm	10		12	<u>8</u>
4	15 City Hall Closed – President's Day	16	17	T8 FEDC (4A) Meeting 6:30 pm	19	20
21	P&Z Meeting 6:00 pm (moved due to holiday)	23 City Council Meeting 6:00 pm	24	25 City Amenities Board Meeting 4:00 pm	26	27
28						

	Saturday	Farmersville Market 9:00 am	13	20	27	
	Friday	r.	12	19	26	
	Thursday	Parks & Recs Board Meeting 5:00 pm	11	T8 FEDC (4A) Meeting 6:30 pm	City Amenities Board Meeting 4:00 pm	
<b>MARCH 2021</b>	Wednesday	က	10	17	24	31
Š	Tuesday	2	City Council Meeting 6:00 pm	16	City Council Meeting 6:00 pm	30
	Monday		Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	P&Z Meeting 6:00 pm	22	29
	Sunday		7	14	21	28



Notice
Virtual Public Meeting
US 380
From CR 560 to CR 699
CSJ:0135-05-028
Collin County, Texas

The Texas Department of Transportation ("TxDOT") is proposing a new location realignment of the United States Highway (US) 380 roadway from County Road (CR) 560 to CR 699 (Hunt County Line) south of Farmersville, in Collin County, Texas. This notice advises the public that TxDOT will be conducting an online virtual public meeting on the proposed project. The virtual meeting will be held on Thursday, Jan. 28, 2021 beginning at 6 p.m. The virtual public meeting will consist of a pre-recorded video presentation explaining the proposed project, which includes both audio and video components, along with other exhibits and materials for your review. The virtual public meeting materials will be posted to the project website <a href="http://www.keepitmovingdallas.com/US380Farmersville">http://www.keepitmovingdallas.com/US380Farmersville</a> on Thursday, Jan. 28, 2021 and will remain available online through the comment period deadline of Friday, Feb. 12, 2021. If you do not have internet access, you may call (214) 320-6651 between 8 a.m. to 5 p.m., Monday through Friday, to ask questions and access project materials during the project development process. Comments may be provided online, by mail, email, or voicemail as explained below. Please note that the materials will not be available until Jan. 28, 2021.

The proposed project includes the construction of a new location realignment for US 380 from CR 560 to CR 699 (Hunt County Line), south of the City of Farmersville, in Collin County for a distance of approximately 8.5 miles. The existing US 380 roadway includes four 12-foot wide lanes, a 16-foot wide two-way left turn lane, limited sidewalks and no bicycle accommodations and an existing right-of-way varying from 120 to 180 feet wide. The existing US 380 roadway would remain. The new location facility would be constructed as a six-lane divided facility with 12-foot lanes and 10-foot shoulders with additional auxiliary lanes as needed. The proposed project would also include continuous, one-way frontage roads with 12-foot lanes and a 10-foot shared use path on both sides of the roadway.

Although additional right-of-way would be required, no residential or non-residential structures are anticipated to be displaced at this time. Information concerning services and benefits available to affected property owners and information about the tentative schedule for right-of-way acquisition and construction can be obtained from the TxDOT district office by visiting the project website.

The proposed project could involve construction in floodplain and wetlands. Once the schematic design is developed further, environmental analysis will be conducted to identify and assess impacts.

Maps and drawings showing the project location and design, tentative construction schedules, and other information regarding the proposed project are available online at the project website.

The virtual public meeting will be conducted in English. If you need an interpreter or document translator because English is not your primary language or you have difficulty communicating effectively in English, one will be provided to you. If you have a disability and need assistance, special arrangements can be made to accommodate most needs. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend and participate in the virtual public meeting, please contact Patrick Clarke, Public Involvement Officer, at (214) 320-4483 no later than 4 p.m., Thursday, Jan. 21, 2021. Please be aware that advance notice is required as some services and accommodations may require time for TxDOT to arrange.

Written comments from the public regarding the proposed project are requested and may be submitted by mail to the TxDOT Dallas District Office, Attention Edra Brashear, P.E., 4777 E. Highway 80, Mesquite, TX 75150. Written comments may also be submitted by email to <a href="mailto:edra.brashear@txdot.gov">edra.brashear@txdot.gov</a>. Verbal comments will also be accepted by calling (833) 933-0431 and leaving a voicemail. All comments must be received on or before **Friday**, **Feb. 12**, 2021.

If you have any general questions or concerns regarding the proposed project or the virtual meeting, please contact Edra Brashear, P.E., TxDOT Project Manager, at (214) 320-6651 or by email at <a href="mailto:edra.brashear@txdot.gov">edra.brashear@txdot.gov</a>.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT.

# II. Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)

Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA



Agenda Section	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	If you wish to address the City Council on a matter not posted on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.
Action	NA

IV. Consent Agenda

Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes for 12-8-20
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	City Council Minutes for 12-8-20
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> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



## FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES

For

December 8, 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, Dwain Mathers, Jim Hemby and Terry Williams were all present. City staff members Ben White, Sandra Green, Rick Ranspot, Daphne Hamlin, Kim Morris and City Attorney Alan Lathrom were also present.
- Prayer was led by Rick Ranspot followed by the pledges to the United States and Texas flags.
  - > Calendar of upcoming holidays and meetings.
  - > Due to the holidays, there will only be one City Council meeting the month of December.
  - ➤ The Planning & Zoning Commission meeting will be moved to Tuesday, December 15<sup>th</sup> due to the holidays and it will begin at 7:30 p.m. because of runoff elections.
  - ➤ City Hall will be closed on December 24<sup>th</sup> and 25<sup>th</sup> in observance of the Christmas holiday.
  - ➤ City Hall will be closed on January 1<sup>st</sup> in observance of the New Year.
    - Mayor Wiebold stated Farmersville Lights will continue throughout the month and the Chamber of Commerce will hold the Christmas Parade this weekend.
  - Mayor Wiebold to read letter to the Fire Department.
    - Chief Morris stated it was a mutual aid call.

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

• Estes Garner, who lives at 215 Wilcoxson Street, said he is having issues with the city because of a hole his neighbor has dug on his property. He wants to

issue a formal complaint on the city. He said Mr. White intentionally mislead him and he feels Code Enforcement took a short cut. He explained how he believed the hole was a danger to kids and asked the city to take action to get it filled in.

## III. <u>CITIZEN COMMENTS ON MATTERS NOT ON AGENDA</u>

No one came forward in person or via teleconference.

## IV. CONSENT AGENDA

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- A. City Council Minutes & FEDC Joint Meeting from 9-17-20
- B. City Council Minutes from 11-10-20
- C. City Council Special Minutes from 11-17-20
- D. Public Works Report
- E. City Financial Report
- F. City Manager's Report
- Craig Overstreet wanted to pull the FEDC and City Council Joint Minutes, the Public Work's Report and the City Manager's Report. He stated that in the FEDC Joint Minutes he wanted them to reflect that Sam Satterwhite was asked to leave the meeting and that he left.
  - Motion to approve with corrections made by Craig Overstreet
  - o 2<sup>nd</sup> to approve was Mike Henry
  - o All council members voted in favor
- Craig Overstreet asked a few questions on the Public Works Report. He asked about the trickling filter repair status on the wastewater treatment plant.
- Ben White stated it will go out for bid soon and that will be conducted by DBI.
- Craig Overstreet reiterated Mike Henry's statements before about how long it was taking to get repaired.

- Craig Overstreet also asked about the electric transformer and wanted to know what they are doing about it.
- Ben White stated they were having short term outages because animals were getting in there.
- Craig Overstreet inquired about the Collin College distribution line.
- Ben White stated the College is operating their normal underground service, but they are still using overhead to their construction trailer.
  - o Motion to approve the Public Work's Report made by Craig Overstreet
  - o 2<sup>nd</sup> to approve was Terry Williams
  - o All council members voted in favor
- Craig Overstreet asked questions on the City Manager's Report. He stated the sign ordinance change regarding the painting on the façade is showing that it is in progress. He wanted to know if that had already gone before the Planning & Zoning Commission.
- Sandra Green stated it would be on the Planning & Zoning agenda next week.
- Craig Overstreet wanted Ben White to make the status of the ordinance more clearly in his report. He also wanted to see where the city was at regarding the HII- High Impact Industrial changes.
- Ben White stated that Planning & Zoning is currently reviewing that.
- Craig Overstreet inquired about the status of the Development Agreements with the concrete batch plants.
- Ben White stated the biggest item that is being taking care of right now is completing County Road 699.
  - Motion to approve the City Manager's Report made by Craig Overstreet
  - o 2<sup>nd</sup> to approve was Jim Hemby
  - o All council members voted in favor

## V. INFORMATIONAL ITEMS

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

## considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.

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- B. Farmersville Community Development Board (Type B)
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- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Possible Council Liaison Report
- D. Main Street Board
  - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
  - 1. Minutes
  - 2. Possible Council Liaison Report
- G. TIRZ Board
  - 1. Possible Council Liaison Report

## VI. READING OF ORDINANCES

- A. Consider, discuss and act upon the first reading of Ordinance #O-2020-0112-001 regarding grading and excavation.
  - Mayor Wiebold read the caption to the ordinance. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF

CHAPTER 26, "ENVIRONMENT," THROUGH THE AMENDMENT OF ARTICLE II, "FLOOD CONTROL," BY ADOPTING A NEW DIVISION 4 TITLED "FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING ACTIVITY" TOGETHER WITH NEW SECTIONS 26-101 THROUGH 26-114 AS PROVIDED HEREINBELOW, AND AMENDING APPENDIX A, "MASTER FEE SCHEDULE" TO INCLUDE PERMITTING FEES FOR FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING ACTIVITY PERMITS ON PRIVATE PROPERTY; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

- Ben White stated this ordinance was brought before Council because of grading or excavation made on people's property that may affect their neighbor's and because of Mr. Estes Garner's complaints. We wanted to try and keep it to where someone just doing work in their flower beds would not require a permit.
- Alan Lathrom stated the permit is triggered by several different things. He said the city does not have a SWPPP program and he modified the ordinance to state any disturbance over 12" would require a permit, but we can carve out a section that planting a tree would not trigger a permit.
- Craig Overstreet asked if the discussion was being treated like a workshop or a first reading.
- Alan Lathrom stated he was hoping for a discussion on the ordinance so it could be changed and then brought back at another meeting. He said that he made an exception in the ordinance for retention and detention ponds that are required by the subdivision ordinance.
- Ben White stated there are a lot of ditches and ponds around the city that do not have fences.
- Terry Williams asked if foundations with piers would be covered under the ordinance.
- Alan Lathrom stated they would have to pull a building permit for the house anyway.

- Mike Henry asked about stagnate water and how that was covered.
- Dwain Mathers asked how it would help with Mr. Garner's situation.
- Alan Lathrom stated the city cannot adopt an ordinance and make it retroactive.
- Mayor Wiebold asked if the Home Owner's Associations could have restrictions in their covenants.
- Alan Lathrom stated that HOA's do have the right to spell it out in the CC&R's.
- Ben White stated we are looking for direction on this ordinance.
- Council decided to take no action and place the ordinance on another agenda sometime in the future.

## VII. REGULAR AGENDA

- A. Presentation from George Crump regarding North Texas Municipal Water District status and activity.
  - Rodney Rhoade and David Kelly were introduced and they said they were at the meeting to give an overview of what the NTMWD offers.
  - David Kelly gave a presentation on NTMWD.
- B. Consider, discuss and act upon the final plat of Deer Crossing.
  - Ben White stated this is the final stage of the plat. There were a lot of variances associated with the plat and the city engineer has looked it over and staff is recommending approval.
    - Motion to approve made by Mike Henry
    - o 2<sup>nd</sup> to approve was Jim Hemby
    - o All council members voted in favor
- C. Consider, discuss and act upon Resolution #R-2020-1208-001 regarding the designation of the newspaper for City notices.
  - Motion to approve made by Craig Overstreet
  - o 2<sup>nd</sup> to approve was Terry Williams
  - o All council members voted in favor
- Consider, discuss and act upon design features and grants regarding the Trail.
  - Ben White showed some old concept plans from the trail.

- Eddy Daniel from DBI Engineers stated the newly acquired portion of the trail has been cleared and some bollards have been put up, but there is no surface on the trail. When they abandoned the railroad they allowed people to get rock from the trail. A lot of the areas have no rock at all. He stated it will all require a base and it is a 100' wide trail way. He said they want to use a cheaper method rather than using all decomposed granite on the trail. They want to use some flex base, which is crushed limestone. We can get a walking trail done faster and cheaper by doing this. He explained that for 42,000 square feet of linear land it would take approximately \$2,454,750.00 to get the trail up to all the city standards with all the facilities like benches, mile makers, signs, and other items. The bridges are not up to standard on the new trail either.
- Dwain Mathers stated that it was previously engineered and they came up with \$800,000.00 to fix the trail. He wanted to know what costs so much to bring it up to our standards. He said the trail all the way to Celeste is rideable right now. He questioned if we could get the trail in a stable position and asked what would be that cost.
- Eddy Daniel stated the minimal we can do to prepare the base would be to complete half the newly acquired trail. It would cost approximately \$499,500.00 for phase 1. Phase 2 gets the other half done at a cost of approximately \$499,500.00. Phase 1 will take 2 grants and so would phase 2. He explained that in two budget years we could have phase 1 and phase 2 complete. The grants would be an 80/20 match and a good useable surface is going to cost a million dollars.
- Ben White stated they have learned over time to use concrete in the flood zones.
- Eddy Daniel stated phase 3, 4, & 5 could be swapped around.
- Dwain Mathers asked if the original engineers thought the base was still good why would DBI Engineer's state it is not.
- Eddy Daniel stated he is also recommending a little more grading and clearing to get it done correctly and there is currently not a good base.
   He said he has not seen the previous engineer's suggestions or designs for the trail.
- Dwain Mathers stated the Council has to determine how pristine we want the trail to be.
- Eddy Daniel stated they figured the costs, according to what our existing trail is, would take the \$2.5 million. It would be up to the Council how far they want to take the trail.
- Ben White stated our current trail is lasting and we do not have to go and repair it.
- Mayor Wiebold stated he liked how they are recommending it be done in phases.
- Ben White stated that after we get through the first 2 phases we can see what we want to do then

- Jim Hemby stated we want to make sure we do it right. Some people do not care about the benches, signs or trash cans. He believes the best approach is to get the surface right.
- Eddy Daniel stated that he and Ben White agree that the decomposed granite is the best surface for the trail, but it does not hurt to use crushed limestone for the time being.
- Mike Henry stated the crushed limestone will break down over the years where the decomposed granite will not. He also asked where the city is with the grants.
- Ben White stated they will get the grants out in December.
- Mike Henry asked when the match would have to be in hand for the grants.
- Ben White stated it would be needed at the end of the project and not the beginning.
- Mike Henry stated he thinks Eddy Daniel did a great job on the presentation and he feels that phase 1 and phase 2 should be done for stabilization and the good of the trail.
- Ben White stated we have three sponsors and they are thinking about going to Hunt County to see if they want to be a sponsor as well.
- Dwain Mathers asked if parking for the trailhead could be a part of the grants.
- Ben White indicated it could.
- No action was taken by Council
- E. Consider, discuss and act upon a recommendation from the Parks & Recreation Board regarding changes to the Athletic Complex Joint Use Chaparral Agreement with the Farmersville Little League.
  - Miranda Martin, Chairman of the Parks & Recreation Board, stated they
    want to change the contract for the Little League. They want to change
    the time frame of the season to begin in February and end in November.
    They also wanted the Little League to show their financials by January
    31<sup>st</sup> of every year and want them to pay \$100 per team.
  - Craig Overstreet asked if it was \$100 per team per season.
  - Miranda Martin said it was per season and not per game.
  - Jim Hemby said that cost would be built in to what the fee for each player would pay. He explained he did not understand why we would charge that extra money if the Little League is already paying to use the fields.
  - Miranda Martin indicated that was correct regarding the fee for each player, but currently the Little League is not paying the city to use the fields.
  - Mayor Wiebold asked what the money would go for.
  - Miranda stated the money would go back to the JW Spain Complex for repairs.

- Dwain Mathers asked how this compares to what other cities do.
- Miranda Martin stated that other cities Parks & Recs Department's put all their programs and amenities together. She explained that price wise it may bump up the price to \$95.00 per kid compared to the City of McKinney it is like \$98.00 per kid.
- Craig Overstreet asked why the title of the agenda item referred to the Chaparral Agreement.
- Miranda Martin stated she did not know.
- Ben White stated it was likely a mistake.
- Jim Hemby asked if the city mows the JW Spain Complex and pays for the utilities.
- Miranda Martin stated the city does and the Little League only preps and chalks the fields.
  - Motion to approve recommendations as brought forth by the Parks & Recs. Board made by Craig Overstreet
  - o 2<sup>nd</sup> to approve was Jim Hemby
  - o All Council members voted in favor
- F. Consider, discuss and act upon recommendations from the Parks & Recreation Board regarding improvements to the JW Spain Complex.
  - Miranda Martin stated they now have a great parking lot, but they want to make more improvements. The board would like to paint the building green and put the City logo with Parks & Recs under it. Landscaping is another thing they would like to add. They want to plant shrubs or hedges because of beautification. She said they also need to level the ground at the batting cages. They need to try and keep the sand on the fields as well. She said the board would like to put concrete cinder blocks around home plate. She indicated they are hoping to use volunteers and she expects the painting and cleaning up would cost approximately \$500.00. She is not sure how much the logos would cost.
  - Mayor Wiebold asked how much the fields are used.
  - Miranda Martin stated they are always being used.
  - Jim Hemby asked if the school has anything to do with JW Spain Complex.
  - Ben White stated they do not.
  - Mayor Wiebold asked Miranda Martin if she is just looking for the Council to allow them to gather cost and proceed.
  - Miranda Martin stated yes.

- Ben White explained the city has the money to allow them to move forward and paint the building.
- Miranda Martin stated the concession stand does need work inside too, but they are dealing with what they have.
- Ben White stated there are many items that need attention at JW Spain. He said we will start with a few items and then go from there.
- Mayor Wiebold asked Council if it would be okay to allocate city funds to paint the building.
- Ben White stated the city could allocate the money for the supplies and painting of the building.
  - Motion to have the Parks & Recs. Board gather costs for all the items on their list and made by Mike Henry
  - o 2<sup>nd</sup> to approve was Terry Williams
  - All Council members voted in favor
- G. Consider, discuss and act upon an interlocal agreement with the City of Wylie for jail services.
  - Rick Ranspot stated that Collin County had stopped allowing Class C misdemeanors to the jail. He reached out to the City of Wylie to see if they would allow them to be booked in to their jail. He said it just gives the police department another option. He explained Wylie is going to charge \$125.00 a day. He said he could use their facility when he cannot book people at Collin County.
  - Craig Overstreet asked if the city would have any liability of the prisoner when they are released to Wylie.
  - Alan Lathrom stated the agreement does contain an indemnification clause that in the event something does happen while the prisoner is in Wylie's custody the City of Farmersville would not be liable.
  - Terry Williams asked how often we arrest someone that we would have to take to Wylie.
  - Rick Ranspot said very rarely because his priority is to get the warrant cleared due to payment.
    - o Motion to approve made by Terry Williams
    - o 2<sup>nd</sup> to approve was Mike Henry
    - o All Council members voted in favor
- H. Update on the construction of County Road 699.
  - Ben White said the public works crew is working hard on the road. The interconnection is all that is remaining on the middle section right now. He

stated they were working on the east section to get it poured at the end of this week. While they are waiting for that to get poured they are working on the west section.

- I. Update regarding accessory structure ordinance changes.
  - Sandra Green stated the ordinance was discussed at the Planning & Zoning Commission over a year ago and it will require a public hearing before it can be approved.
  - Craig Overstreet asked why the ball has been dropped on the ordinance being approved.
  - Sandra Green stated it was just set aside and never went forward.
  - Ben White stated he would see to it that it will move forward.

#### VIII. EXECUTIVE SESSION

Mayor Wiebold read the below statement and said the City Council would go in to executive session at 8:40 p.m.

Discussion of Matters Permitted by Texas Government Code Section 551.072, DELIBERATION REGARDING REAL PROPERTY:

1. Deliberation regarding a request from Explorer Pipeline to purchase a fifty-foot (50') wide Permanent Easement and Right-of-Way over, through, and under a section of the Chaparral Trail, identified as 0.11 acres of land in the Benjamin F. Barr Survey, Abstract No. 44, for the construction and installation of multiple unknown diameter pipelines for the conveyance of petroleum products and any by-product or derivative thereof, whether liquids, gases, solids, or mixtures of any or all thereof, together with a twenty-five-foot (25') wide strip of land adjacent to the northern boundary of the easement for a recurring temporary work space, containing 0.06 acres of land, that is reactivated each time Explorer decides to install or replace a pipeline and extends for 12 months after the pipeline is placed in service.

# IX. RECONVENE FROM EXECUTIVE SESSION AND DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.072 OF THE TEXAS GOVERNMENT CODE

A. Consider, discuss and act upon selling a fifty-foot (50') wide Permanent Easement and Right-of-Way over, through, and under a section of the Chaparral Trail, identified as 0.11 acres of land in the Benjamin F. Barr Survey, Abstract No. 44, for the construction and installation of multiple unknown

diameter pipelines for the conveyance of petroleum products and any byproduct or derivative thereof, whether liquids, gases, solids, or mixtures of any
or all thereof, together with a twenty-five-foot (25') wide strip of land adjacent to
the northern boundary of the easement for a recurring temporary work space,
containing 0.06 acres of land, that is reactivated each time Explorer decides to
install or replace a pipeline and extends for 12 months after the pipeline is
placed in service.

- Mayor Wiebold stated the Council would reconvene from executive session at 9:10 p.m.
- No action was taken.

## X. REQUESTS TO BE PLACED ON FUTURE AGENDAS

 Craig Overstreet asked for the excavation ordinance, the sign ordinance changes, and updates on the Development Agreements for the concrete companies be placed on the next agenda.

## XI. ADJOURNMENT

Meeting was adjourned at 9:11 p.m.

	APPROVE:	
	Bryon Wiebold, Mayor	
ATTEST:		
Sandra Green, TRMC, City Secretary		

Agenda Section	Consent Agenda	
Section Number	IV.B	
Subject	Board of Adjustment Minutes for 12-8-20	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	January 12, 2021	
Attachment(s)	Board of Adjustment Minutes for 12-8-20	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>☐ Move item to another agenda.</li> <li>No motion, no action</li> </ul>	



# FARMERSVILLE CITY COUNCIL SITTING AS THE FARMERSVILLE ZONING BOARD OF ADJUSTMENT REGULAR SESSION MINUTES For December 8, 2020, 5:30 P.M.

## I. PRELIMINARY MATTERS

 Mayor Wiebold called the meeting to order at 5:30 p.m. Council members Dwain Mathers, Mike Henry, Jim Hemby and Terry Williams were all present.
 Craig Overstreet was not in attendance. City staff members Ben White, Sandra Green and City Attorney, Alan Lathrom were also present.

## II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

No one came forward in person or teleconference to speak.

## III. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon a request for a variance from the requirements of Section 77-66(c)(8), "Height and Yard Requirements," of the Farmersville Zoning Ordinance to allow a 20' x 25' accessory building with 10' tall walls to be constructed with a composition shingle roof having a pitch of 4/12 to exceed the maximum height of 10 feet by an additional 4 feet thereby allowing the peak of the roof of such accessory building to be a maximum of 14 feet in height provided that all other requirements of the Farmersville Code are met. The property is identified as Lot 14, Block C of the Willow Brook Subdivision and is more commonly referred to as 1418 Red Oak Circle, Farmersville, Texas 75442.
  - Mayor Wiebold opened the public hearing at 5:31 p.m.
  - Carol Moser, owner of the property, stated they need a workshop to be built on their property and are asking for the variance because the building would be taller than 10 feet high.
  - Mayor Wiebold asked if anyone else wanted to speak for or against the

item.

- No one came forward so he closed the public hearing at 5:33 p.m.
  - Motion to approve the variance made by Mike Henry
     2<sup>nd</sup> to approve was Terry Williams
     All council members voted in favor

IV.	ADJOURNMENT

Meeting	was	adio	urned	at	5:34	n m
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Meeting was adjourned at 5:34 p.m.	
	APPROVE:
ATTEST:	Bryon Wiebold, Mayor
Sandra Green, TRMC, City Secretary	

Agenda Section	Consent Agenda
Section Number	IV.C
Subject	City Council Special Minutes for 12-21-20
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	City Council Special Minutes for 12-21-20
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> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



## FARMERSVILLE CITY COUNCIL SPECIAL SESSION MINUTES For December 21, 2020, 6:00 P.M.

## I. <u>PRELIMINARY MATTERS</u>

- Mayor Wiebold called the meeting to order at 6:02 p.m. Council members Mike Henry, Craig Overstreet, and Terry Williams (via teleconference) were all present. Dwain Mathers and Jim Hemby were not in attendance. Staff members Ben White, Sandra Green, Michael Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Mayor Wlebold followed by the pledges to the United States and Texas flags.

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

No one came forward in person or via teleconference.

## III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

No one came forward in person or via teleconference.

## IV. REGULAR AGENDA

- A. Consider, discuss and act upon an interlocal agreement with Collin County regarding additional CARES Act funding and related expenditures.
  - Ben White stated Collin County has more funds to disperse. He said it is
    designed to cover expenditures for police, first responders and dispatch.
    Expenses that are a priority for the police department are IT and body
    cameras, while fire would be a new breathing apparatus.

- Craig Overstreet asked if we could meet the criteria listed in the contract and not duplicate any of the expenses.
- Ben White said the expenditures he is talking about would not overlap.
- Mike Henry asked if the money could be spent before the deadline of December 31<sup>st</sup>.
- Ben White explained the contract allows the money to be spent into next year. He said he is trying to prioritize IT and the police department has to update their server. He stated the city could use the money for other stuff as well.
  - o Motion to approve made by Terry Williams
  - o 2<sup>nd</sup> to approve was Mike Henry
  - o All council members voted in favor

## V. REQUESTS TO BE PLACED ON FUTURE AGENDAS

 Mike Henry wanted an update on the audio visual equipment in the Council Chambers.

## VI. ADJOURNMENT

Meeting was adjourned at 6:10 p.m.

	APPROVE:	
	Bryon Wiebold, Mayor	
ATTEST:		
Sandra Green, TRMC, City Secretary		

Agenda Section	Consent Agenda
Section Number	IV.D
Subject	Police Department Annual Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Police Department Annual Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



### **CRIME STATISTICS 2020**

acceptable historic norms. We attribute some of these increases to the up-tick in growth our area has experienced and expect that will continue to increase as levels of service demand and as the community continues to grow. We are encouraged by our levels of case Overview of crime statistics between 2019/2020 revealed minor increases and decreases in overall categories. We've consistently seen a rise for calls for service, Tier 2 crimes, and alarm response. The remaining categories are generally consistent +or- within filings with the District Attorney's office, which we believe has a direct correlation in mitigating community crime issues.

Call for	Tier 1	Tier 2	Traffic	Citations	Violations	Major	Minor	Alarms	Agency
	Crimes	Crimes	Stops			Accidents	Accidents		Assist
	135	83	1,896	981	1,238	25	44	90	199
	162	156	2,199	793	1,012	26	81	85	233
5,595	141	106	2,685	1,047	1,288	12	76	70	274
4,685	113	102	1,951	801	956	13	70	106	392
5,605	94	92	2,626	1,311	1,504	24	72	100	389
5,763	94	78	2,798	1,275	1,457	10	71	96	382
5,784	29	77	1,950	819	948	56	92	109	448
6,028	56	160	1,817	911	1,029	58	29	120	364
					1				
6,370	22	150	1,281	735	837	59	52	119	294



# **CRIME STATISTICS 2020**

### **Breakdown by Category:**

Assaults	33	2 Felonies and 31 Misdemeanors. 16 out of the assaults reported involve family
Theft	22	VIDETICE.
Burglary	30	Residential (6) Building (6) Motor vehicle (16) Coin Machine (2)
Motor Vehicle Theft	0	
Forgery	2	
Fraud	2	
Criminal Mischief	16	
Weapons	2	



# **CRIME STATISTICS 2020**

DWI	11
Public Intoxication	12
Disorderly Conduct	⊣
Drugs	14

Respectfully Submitted,

Michael P. Sullivan

Chief of Police



### FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street Farmersville, Texas 75442 972-782-6141 Fax 972-782-7693

### **Annual Analysis Use of Force 2020**

There were (7) use of force incidents for 2020.

**06/05/2020:** Sergeant F. Gonzalez, Officer R. Cole, and W. Redding were dispatched to the Lexington Medical Lodge regarding a disturbance. Subsequently, contact was made with a subject who failed to leave per owners request and continued to cause a disturbance. Officer's attempted to affect an arrest in which subject actively physically resisted. Sgt. Gonzalez suffered and was treated for a sprained ankle and abrasions on face and knee. **All contact was physical – hands and feet.** 

**06/29/2020**: Officer M. Olvera attempted to affect an arrest on subject who had an active criminal trespass report on file, who was back on scene. Upon hand-cuffing subject, he began to actively resist by pulling-away and kicking at officer. Subject was taken to the ground and held until additional back-up arrived and subject was secured inside patrol car. **All contact was physical –hands and feet.** 

**08/01/2020**: Officer W. Redding was dispatched on an Agency Assist to a shooting at 3821 Tower Circle. Upon arrival, it was discovered that a subject was shot by his neighbor who was now secluded within his garage. The injured subject who was shot was found inside his home. Officer Redding deployed his patrol rifle and provided cover for EMS personnel who needed to get into the home to provide aid to the subject. Subsequently, the neighbor/shooting suspect exited the garage and was taken into custody w/o incident. **Display of Fire-Arm, low-ready** 

09/11/2020: Officer W. Redding dispatched to a mental subject who just broke into a home w/o consent. The mental subject was in severe mental distress and refused to leave the home. Officer Redding attempted to get subject family members to help get subject to leave home but subject wouldn't leave. Officer Redding decided to place subject in custody for mental evaluation (APPOW). Upon arrival of additional officers, the subject was able to be secured physically by officers and transported to the hospital for mental evaluation w/o incident. All contact was physical –hands and feet.

10/02/2020: Officer Crawley was dispatched to an agency assist to a domestic disturbance at CR 698 (Juvenile Group Home). Subject actively resisted arrest for assault of staff members but upon arrival of another officer, the subject was secured w/o incident. All contact was physical – hands and feet.

11/07/2020: Officer Crawley was dispatched to a criminal trespass call at a local business. Upon arrival, it was determined that there was an active criminal trespass warning on file. Upon arrival of Officer Redding, the subject was informed that she was under arrest for criminal trespass. The subject refused to exit her vehicle and when officer Crawley began to remove subject from the vehicle, she begun to strike, kick, and elbow officers. The officers were able to secure the subject physically and she was transported to jail. All contact was physical –hands and feet.

11/23/2020: Sgt. Frank Gonzalez and Officer Cole were dispatched to a Welfare concern on SH 78. Reportedly subject was walking in the middle of the highway and constantly falling. Upon arrival of officer's, it was evident that the subject was intoxicated. Officer's attempted to place subject into custody for public intoxication. The subject began to actively resist officer's attempts to affect an arrest. The subject attempted to wrap his legs around the officers and their legs multiple times. Ultimately, officers were able to over-power the subject and transport the subject to jail w/o incident. All contact was physical –hands and feet.

Review/Analysis of Data Provided: Six uses of force were all close contact in which a decision was made to use physical strength and tactics in order to affect an arrest. I was encouraged that officers took the time and waited for cover and/or called upon other resources i.e. family members to help remediate a problem. There were no less lethal options used during 2020.

The department will continue to train and utilize all available resources to limit our use of force interactions. All officers of the department have received de-escalation and crisis intervention training and the forced used to date seems to bear out a consistency of communication on our part versus immediately going hands-on or engaging a potentially violent individual without utilizing additional resources i.e.: cover, family members, or just talking to defuse or calm an individual.

Respectfully,

M.P. Sullivan Chief of Police



### FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street Farmersville, Texas 75442 972-782-6141 Fax 972-782-7693

### **Annual Analysis of Accidents and Injuries 2020**

There was (1) reportable injury and (0) accidents for 2020.

**06/05/2020:** Sergeant F. Gonzalez, Officer R. Cole, and W. Redding were dispatched to the Lexington Medical Lodge regarding a disturbance. Subsequently, contact was made with a subject who failed to leave per owners request and continued to cause a disturbance. Officer's attempted to affect an arrest in which subject actively physically resisted. Sgt. Gonzalez suffered and was treated for a sprained ankle and abrasions on face and knee. Sgt. Gonzalez was treated by Staff at Baylor Scott & White –McKinney and ultimately returned to duty.

There were no other incidents or issues in regards to accidents and/or injuries that cause me concern.

Respectfully,

M.P. Sullivan Chief of Police



### FARMERSVILLE POLICE DEPARTMENT

134 North Washington Street Farmersville, Texas 75442 972-782-6141 Fax 972-782-7693

### **Annual Analysis of Pursuits 2020**

There were no reportable vehicle pursuits this year for 2020.

Respectfully,

Michael P. Sullivan Police Chief

Agenda Section	Consent Agenda
Section Number	IV.E
Subject	Public Works Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	Motion/second/vote



### **Public Works Monthly Report**

### Metrics

For metrics associated with this report go online to the City of Farmersville website using the following steps:

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

### **Public Works General**

- 1. Lost time accidents for the year.
  - a. Total Number for 2020-2021: 1
  - b. Accidents in Month: 0
- 2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

### **Street System**

- 1. Currently active projects in priority order
  - a. Farmersville Parkway, 4 lane divided (phase: engineering, completion percentage: 16%)
    - Currently dealing with a great deal of schedule risk to supply concrete pavement to the entrances of Collin College by 1 Mar 2021 for school opening.
    - Completed acquiring ROW at the northwest corner of Audie Murphy Parkway and Collin Parkway.
    - TxDOT permit has been obtained at the intersection of Audie Murphy Parkway and Collin Parkway. This has been a very long six month ordeal. TxDOT has required additional signalization changes which will drive cost up.
    - Currently installing water, wastewater, and storm water lines.
    - Upcoming activity
      - Complete relocation of water, sewer, and storm water utilities
      - Complete relocation of electrical and fiber optic utilities at the corner of Audie Murphy Parkway and Collin Parkway.
      - Clear vegetation on Farmersville Parkway
      - Relocate fence along Farmersville Parkway
      - Grading, road base preparation and paving of Collin Parkway between Audie Murphy Parkway and Bob Tedford Drive.

- Grading, road base preparation and paving of Collin Parkway between Farmersville Parkway and Bob Tedford Drive.
- Grading, road base preparation and paving of Farmersville Parkway between Collin Parkway and Welch Drive.
- b. County Road 699 (phase: construction, completion percentage: 70%)
  - Middle section/turn lane is 90% complete.
  - East/north bound lane 90% complete.
  - West/south bound lane is 40% complete.
- c. Main Street area/bad and faded signs
  - Upcoming sign updates:
    - Washington Street at Candy Street
    - Washington Street at McKinney Street
    - Main Street at Candy Street
    - Main Street at Farmersville Parkway
- 2. Priority backlog items
  - a. Institute railroad silent crossings
  - b. Maintenance resurfacing and panel replacement
    - Welch Drive panel replacement
    - North Washington Street by intermediate school
    - Beene Street

### Water System

- 1. Currently active projects in priority order
  - a. No active projects except for maintenance issues.
- 2. Priority backlog items
  - a. Replace cast iron/galvanized water lines:
    - Rolling Hills galvanized water lines
    - Windom Street from 7th Street alley to Sycamore
    - Hill Street between Orange and Bois D' Arc
    - Lee Street
  - b. Update AMI/meter system software/system to display customer usage.
  - c. Chlorine injection system.
  - d. Recoat/rehab north elevated water tank.

### Waste Water System

- 1. Currently active projects in priority order
  - a. WWTP #1 trickling filter arm redesign. (phase: engineering, completion percentage: 65%)
    - Bid package complete. Bid opening schedule for 26 Jan 2021.
  - b. WWTP #2 rerating. (phase: engineering only, completion percentage: 80%)
    - DBI is currently working on submitting the report to TCEQ for approval.
    - This will increase our overall capacity for the City of Farmersville from an average flow capacity of 0.755 MGD to 0.979 MGD.
  - c. WWTP #3 collector line design (phase: engineering only, completion percentage: 100%)

- d. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 7%)
- e. Floyd Road lift station reconstruction with force main. (phase: engineering, completion percentage: 5%)

### 2. Priority backlog items

- a. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
- b. Infiltration project: Point Repair, 1746 Rike Street.
- c. South side lift station construction
- d. North side lift station SCADA installation
- e. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

### Storm Water System

1. No new news.

### **Property and Buildings**

- 1. Currently active projects in priority order
  - a. Improve council chambers sound system quality. (phase: construction only, completion percentage: 90%)
    - i. Still need to install Microsoft Teams software.
  - b. Remodel Civic Center kitchen. This item is funded by the Centennial Committee. (phase: construction only, completion percentage: 98%)
- 2. Priority backlog items
  - a. Rambler Park: ADA swing set and non-ADA swing set installation
  - b. Downtown: repair/paint gazebo
  - c. Install remaining banner mounts downtown.
  - d. City Hall: sidewalk replacement where old generator was housed
  - e. Riding Arena: greeting sign with rules
  - f. Southlake Park: playground equipment repair
  - g. Rambler Park: gazebo relocation

### **Electrical System**

- 1. Currently active projects in priority order
  - a. Improve distribution system reliability related to shorts brought about by animals and tree limbs.
    - i. Harden all pole mounted transformer deployments to animal shorts by insulating wire connection to distribution line and adding bushing animal guard. Remove open wire secondary associated with these transformers as necessary (60% complete)
    - ii. Improve distribution line fusing coordination. Replace transformers with fast blow fusing at a minimum. (60% complete)
- 2. Substation and transmission line improvements (phase: concept only, completion percentage: 50%)
- 3. Removing temporary distribution lines from Collin College. (50% complete)

- 4. Charlie's Hamburger service connection. (30% complete)
- 5. Priority backlog projects
  - a. Aston States electrical distribution network build.
  - b. Copper primary replacement, North Rike from College to Houston

### **Refuse System**

1. No new news.

### **High Speed Internet Service**

1. Continued working on grant opportunities.

Agenda Section	Consent Agenda
Section Number	IV.F
Subject	City Financial Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	City Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

### **MEMO**

To:

Benjamin White, City Manager

From:

Daphne Hamlin, City Accountant

Date:

December 16, 2020

Subject: November 2020 Budget Report

Financial Reporting is available for review on the City website. www.farmersvilletx.com. Press OpenGov button; > Press Stories button at the top under City logo; Press City of Farmersville November 2020 Financial Report.

General Fund and Enterprise Fund Budget Summary with (2) year comparison:

	2020-2021 Budget	Revenues vs. Expenses	2020-2021 to Date	2019-2020 Actual	2018-2019 Actual
General Fund Revenue	4,145,770	Revenue to Date	696,213	559,667	633,986
General Fund Expense	4,145,770	Expenses to Date	666,692	523,438	570,983
Water Fund Revenue	1,830,906	Revenue to Date	296,986	270,908	217,698
Water Fund Impact Fee Revenue	84,310	Revenue to Date	46,579	1,579	39,350
Water Fund Expense	1,915,216	Expenses to Date	198,176	424,539	208,489
Wastewater Fund Revenue	1,397,304	Revenue to Date	213,083	194,320	164,858
Wastewater Fund Impact Fee Revenue	120,336	Revenue to Date	145,406	1,946	80,224
Wastewater Fund Expense	1,517,640	Expenses to Date	204,794	353,915	156.390
Electric Fund Revenue	4,154,363	Revenue to Date	530,093	617.692	537,257
Electric Fund Expense	4,154,363	Expenses to Date	671,231	839,136	562,215
Refuse Fund Revenue	510,058	Revenue to Date	86,104	83,686	78,236
Refuse Fund Expense	510,058	Expenses to Date	52,638	50,969	49,161

### Cash Summary

The cash summary and revenue vs. expenses for the General Fund and Enterprise Funds are attached.

### SUMMARY OF CASH BALANCES NOVEMBER 2020

ACCOUNT: FNB (0815)	Inte	rest Earned		Restricted		Assigned	Acco	ount Balance
	Clea	ring Accou	nts		Ŋ.			
General Fund					\$	(119,128.38)		
Permit Fund					\$	(45,793.40)		
Refuse Fund					\$	15,931.18		
Water Fund					\$	396,754.93		
Wastewater Fund					\$	486,365.27		
Electric Fund					\$	(692,119.06)		
Cares Act Funding			\$	115,373.90				
CC Child Safety			\$	20,132.76				
2012 Bond			\$	(4,545.04)				
Waterwaste Bond Fund			\$	×				
Law Enf Training			\$	1,874.31				
Disbursement Fund			\$	2,143.33				
Library Donation Fund			\$	2,589.40				
Court Tech/Sec			\$	21,725.49				
Civic Ctr/Library Repair			\$	(26,498.35)				
IW Spain Grant			\$	1,704.32				
Rike St. Grant			\$	(108,411.37)				
Radio Note			\$	6,082.79				
Chapparal Grant/Safe Route To School/Sewer/Sidewa	lk		\$	(41,383.58)				
CC Bond Farmersville Parkway			\$	130,333.11				
2019 Farmersville Parkway			\$	(14,362.95)				
Equipment Replacement			\$	<b>5,322.29</b>				
nterest Earned	\$	90.16						
OTAL:	\$	90.16	\$	112,080.41	\$	42,010.54	\$	154,090.95
	Debt 9	Service Acco	unts	Contract Contract	190		4	
County Tax Deposit (cbtx 0807)(Debt Service)	\$	26.73	MATERIAL PROPERTY.	230,725.36				
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$	52.34		517,196.34				
TOTAL:	s	79.07	Ś	747,921.70	_		\$	747,921.70

Appropri	ated	Surplus Investr	ner	nt Accounts	A CAN	1000	000	Winds of the last
Customer meter deposits (Texpool 0008)	\$	11.50	\$	113,959.24				
Water Dev. Board (Texstar 1110)	\$	48.74	\$	628,095.94				
2019 C/O Street ( Texstar 0190)	\$	110.56	\$	1,301,501.68				
Listcon Escrow(Texstar 0300)	\$	9.72	\$	125,127.36				
Summit Property Sewer Escrow (cbtx 231)	\$	0.28	\$	16,708.93				
2012 G/O Bond, streets, water, wastewater (Texstar 01	\$	25.31	\$	195,589.19				
TOTAL:	\$	206.11	\$	2,380,982.34	\$	(5)	\$	2,380,982.

Unassign	ned S	urplus Investm	ent	Accounts	A A A STATE OF	
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Reserve)	\$	105.83	\$	1,211,080.00		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$	7.84	\$	76,952.11		
Water/WW Fund (Texpool 00017)(Capital)	\$	33.61	\$	331,959.29		
Elec. Fund (Texpool 0005) (Operating)	\$	5.10	\$	50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$	34.28	\$	339,256.61		
Elec. Surcharge (Texpool 0015)	\$	12.97	\$	128,071.28		
Money Market Acct. (cbtx 092)	\$	26.61			\$ 74,133.26	
TOTAL:	\$	226.24	\$	2,137,319.29	\$ 74,133.26 \$	2,211,452.55

Contractor Mar	naged Accounts No	or	nspendable	f .	5. FX 194	
NTMWD Sewer Plant Maint. Fund	\$		-			
TOTAL APPROPRIATED SURPLUS	\$		-	\$	( <b></b> )	\$ π.
TOTAL CASH & INVESTMENT ACCOUNTS	\$	1	5,378,303.74	\$	116,143.80	\$ 5,494,447.54

Page 1 of 2

12/16/2020

### SUMMARY OF CASH BALANCES NOVEMBER 2020

FEDC 4A	Board Inv	estment & (	Che	cking Accou	nt	200	uc di	
FEDC 4A Checking Account(Independent Bank 7909)	\$	71.08	\$	274,628.59	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
FEDC 4A Checking Account(Independent Bank 452)	\$	63.51	\$	257,615.03				
FEDC 4A Investment Account (Texpool 0001)	\$	108.42	\$	1,072,208.19				
FEDC 4A Certificate of Deposit (Independent Bank)	\$		\$	250,000.00				
TOTAL:	\$	243.01	\$	1,854,451.81	\$		. \$	1,854,451.81

FCDC 4E	Board Inve	estment & C	heck	ing Account	14	11/4	7.89	
FCDC 4B Checking Account (Independent Bank 3035)	\$	5.48	\$	120,407.40				
FCDC 4B Investment Account (Texpool 0001)	\$	55.28	\$	546,726.16				
TOTAL:	\$	60.76	\$	667,133.56	\$		\$	667,133.56

A Secretary of the Secr	T	RZ Account	THE PARTY OF		if one	
County Tax Deposits (cbtx 01276)	\$	1.40	\$ 32,909.83			
TIRZ Texpool Account ( xxx019 )	\$	42.17	\$ 416,969.74			
TOTAL:	\$	43.57	\$ 449,879.57	\$ 	\$	449,879.57

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

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

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

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

10-2019 NCTCOG - Public Funds Inv Act.

Daphne Hamlin

Daphne Hamlin, City Investment Officer

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100-GENERAL FUND FINANCIAL SUMMARY

CITY OF PARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: NOVEMBER 30TH, 2020

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
REVENUE SUMMARY	277	000000000000000000000000000000000000000				
TOTAL REVENUES	4,145,770	425, 979.88	696,213,46	00.0	3,449,556.54 3 449,556.54	16.79
EXPENDITURE SUMMERY						
00-TRANSFER OUT CAPITAL EXPENDITURES TRANSFERS TOTAL 00-TRANSFER OUT	000	00.00	00.00	00.0	0.0	00.0
11-MAYOR & CITY COUNCIL PERSONNEL SERVICES CONTRACTS & PROF. SVCS MAINTENANCE PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 11-MAYOR & CITY COUNCIL	2,040 1,000 500 13,760 17,300	170.00 0.00 72.00 792.63 0.00	340.00 0.00 72.00 8,352.63 0.00	00.00	1,700.00 1,000.00 428.00 5,407.37 8,535.37	16.67 0.00 14.40 60.70 0.00
12-ADMINISTRATION PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 12-ADMINISTRATION	515,934 286,182 0 134,844 22,750 26,000 49,700 1,035,410	36,081.18 23,932.16 0.00 8,331.56 1,906.61 1,731.52 1,33.351.61	71,032.86 35,391.30 0.00 18,656.79 3,676.15 1,235.40 2,169.72 0.00	0.00 0.00 0.00 13,005.78 0.00 0.00 0.00 13,005.77	444,901.14 250,790.70 0.00 103,181.43 19,073.85 24,764.60 47,530.28 0.00 890,242.01	13,77 12,37 0,00 23,48 16,16 4,75 4,37 0,00
14-MUNICIPAL COURT PERSONNEL SERVICES CONTRACTS & PROF. SVCS MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 14-MUNICIPAL COURT	158,380 26,400 19,482 1,740 7,500 9,410 1,750 224,662	14,132.32 1,700.00 2,998.56 143.07 180.72 286.86 0.00	27,594.35 3,250.00 4,148.48 241.08 1,088.50 5,018.28		130,785.65 23,150.00 15,333.52 1,498.92 6,411.50 4,391.72 1,750.00	17.42 12.31 21.29 13.86 14.51 53.33 18.40
15-LIBRARY PERSONNEL SERVICES CONTRACTS & PROF. SVCS MAINTENANCE UTILITIES	103,567 200 27,945 11,000	9,574.76 0.00 654.41 787.32	17,798.78 0.00 3,381.48 1,425.61	00.00	85,768.22 200.00 24,563.52 9,574.39	17.19 0.00 12.10 12.96

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100-GENERAL FUND FINANCIAL SUMMARY

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2020

% OF YEAR COMPLETED: 16.67

% YTD BUDGET	0.00 49.00 4.56 0.00	0.00 10.27 7.83	14.78 25.47 0.00 25.27 11.19 5.03 46.14 0.00	16.17 14.73 0.00 15.93 12.05 8.57 71.30 0.00	38.07 17.54 11.22 1.07 6.07 155.70 5.44 0.00	24.90 12.94 118.43
BUDGET BALANCE	3,650.00 3,331.00 14,315.82 0.00	4,641.00 13,369.46 18,010.46	826,462.19 65,390.74 1,000.00 76,869.58 36,857.06 58,978.01 14,596.85 104,783.00	197,677.71 61,870.00 500.00 31,653.47 2,322.00 29,441.50 5,625.51 2,500.00 331,590.19	55,055.99 7,256.48 143,659.01 3,462.41 12,000 1,418.46 0.00	68,685.88 20,460.00 7,617.01)
TOTAL ENCUMBERED	00.0	00.0	3,324.70 0.00 3,324.70 0.00 0.00 0.00	8 3.52 8 3.52 8 3.52 8 3.52	1,617.06 0.00 0.00 0.00 0.00 0.00 1,617.06	00.0
YEAR TO DATE ACTUAL	0.00 3,201.00 684.18 0.00 26,491.05	0.00 1,530.54 1,530.54	143,381.81 22,343.26 0.00 22,670.72 4,642.94 3,121.99 12,503.15 0.00	38,129.29 10,690.00 0.00 5,913.01 2,758.50 13,974.49 0.00	33,848.01 1,543.52 16,534.93 37.59 778.52 81.54 0.00	22,779.12 3,040.00 48,953.01
CURRENT	0.00 0.00 131.99 0.00 11,148.48	0.00 760.95 760.95	70,432.69 21,992.51 0.00 849.16 2,726.25 1,477.89 555.15 0.00	17,337.84 587.50 0.00 981.02 173.99 2,697.31 1,245.11 0.00	18,158,99 1,543.52 5,311.28 27.59 392.17 432.87 81.54 0.00	11,975.49 3,040.00 37,639.52
CURRENT BUDGET	3,650 6,532 15,000 167,894	4,641 14,900 19,541	969,844 87,734 1,000 102,865 41,500 62,100 27,100 104,783	235,807 72,560 72,560 37,650 2,600 19,600 2,500 403,457	88,904 8,800 161,811 3,500 12,850 1,500 1,500	91,465 23,500 41,336
	SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 15-LIBRARY	16-CIVIC/CENTER CONTRACTS & PROF. SVCS UTILITIES TOTAL 16-CIVIC/CENTER	PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 21-POLICE DEPT.	PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES SUPPLIES CAPITAL EXPENDITURES TRANSFERS TOTAL 22-FIRE DEPT.	34-STREET SYSTEM PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATH./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 34-STREET SYSTEM	60-PUBLIC WORKS BLDG PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP

100-GENERAL FUND FINANCIAL SUMMARY

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2020

% OF YEAR COMPLETED: 16.67

(4)

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 60-PUBLIC WORKS BLDG	6,500 22,750 500 300 0 186,351	401.62 1,491.18 0.00 0.00 0.00 0.00 54,547.81	1,977.04 2,758.32 0.00 0.00 0.00 0.00 79,507.49	000000000000000000000000000000000000000	4,522.96 19,991.68 500.00 300.00 0.00 106,843.51	30.42 12.12 0.00 0.00 0.00 0.00 42.67
39-PARKS PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES FERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 39-PARKS  71-DEBT SERVICE DEBT SERVICE TRANSFERS TOTAL 71-DEBT SERVICE	60,173 51,750 20,000 16,500 75,000 4,500 228,423 187,941	6,353.23 5,260.00 1,994.19 1,226.00 3,398.77 0.00 0.00 18,232.19 2,467.26 2,467.26	13,633.00 7,510.00 5,957.56 3,478.00 6,789.28 543.17 0.00 0.00 37,911.01 4,934.52		46,540.00 44,240.00 14,042.44 13,022.00 68,210.72 3,956.83 500.00 0.00 190,511.99 183,006.48	22.66 14.51 14.51 29.79 21.08 9.05 12.07 0.00 0.00 16.60 2.63
TOTAL EXPENDITURES REVENUE OVER/(UNDER) EXPENDITURES	4,145,770	327,988.84	666, 692.93 29, 520.53 (	18,031.05 18,031.05)(	3,461,046.02	16.52

100-GENERAL

OF FARMERSVILLE CILL

PAGE:

% OF YEAR COMPLETED:

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2020

0.00 0.00 0.00 15.69 0.00 16.25 % YTD BUDGET 22.59 6.61 29.37 29.37 29.37 20.00 0.00 10.00 10.00 506,405.12 6,100.00 29,861.25 3,210.67 48,600.00 0.00 6,515.12 27,606.00 14,616.90 1,000.00 11,000.00 0.00 0.00 1,000.00 17,258.36 5,573.58 2,801.79 13,419.96 102,593.00 00.0 0.00 00.00 00.0 00.0 21,000.00) 0.00 114,132.00 1,200.00 140.00 23,711.73 185.00 450.00 31,100.00 20,234.79 27,070.25 127,019.12 1,268,570.71 BUDGET BALANCE ENCUMBERED TOTAL 19,712.21 29,789.33 198.21 5,580.04 0.00 350.00 00.0 0.00 0.00 00.0 126,020.29 94,215.88 5,793.75 1,626.42 73,746.75 00.09 15.00 22,980.88 3,001.48 383.10 1,000.00 684.88 21,000.00 26,288.27 YEAR TO DATE ACTUAL 0.00 110.15 150.00 0.00 18,500.00 00.00 62,787.35 0.00 1,500.74 0.00 00.00 00.0 00.0 00.0 00.0 47,905.11 00.00 00.00 00.00 00.00 0.00 713.17 2,897.50 4,860.00 15,672.81 24,921.27 CURRENT PERIOD 102,593 16,747 1,200 15,000 1,000 27,956 6,100 35,655 33,000 58,320 114,132 7,200 3,000 19,000 100,817 31,100 7,200 500 1,000 20,710 50,000 200 150,000 500 1,394,591 39,947 500,621 CURRENT BUDGET 100.00.5734.000 FRANCHISE FEES - TELE. 100.00.5735.000 FRANCHISE FEES - CABLE 100.00.5736.000 FRANCHISE FEES - CABLE 100.00.5740.000 ANNEXATION FEE 100.00.5741.000 PERMITS & INSPECTIONS 100.00.5741.001 ALCOHOL BEVERAGE PERMIT 100.00.5743.000 PLANNING & ZONING FEES 100.00.5744.000 PERMITS REG) 100.00.5744.000 PEMALTIES 100.00.5722.000 BEVERAGE TAX 100.00.5730.000 FRANCHISE FEES - GARBAGE FARMERSVILLE LIGHTS DONA TEXAS FOREST SERVICE GRA FUND FRANCHISE FEE FVILLE LIGHT CARRIAGE RI 100.00.5752.000 SENIOR CENTER DONATIONS 100.00.5753.000 DONATIONS 100.00.5754.000 GRANT PROCEEDS GAMING MACHINE LICENSE FEDC 4A STAFF SUPPORT RENT E. TX. MED CTR. FEDC IMPROVEMENT FUND - GAS PUBLIC WORKS REVENUE DEL. TAX, PEN. & INT. CC CONV FEE UTILITY 100.00.5746.000 ONION SHED RENTAL 100.00.5747.000 COUNTY LIBRARY FUND 100.00.5748.000 MICRO CHIP PROGRAM ADM. SUPPORT CHARGES PARK DEDICATION FEE 4B SUPPORT REVENUE CC CONV FEE COURT ATHLECTIC COMPLEX CARES ACT REFUND INTEREST EARNED 00-REVENUE 100.00.5711.000 AD VALOREM TAX FRANCHISE FEES S W BELL LEASE BRICK CAMPAIGN I-MOBLIE LEASE OTHER REVENUE OTHER INCOME ALARM FEE SALES TAX SKYBEAM ELEC. 100 00 5759 000 G 100 00 5762 000 I 100 00 5763 000 F 100 00 5765 000 R 100.00.5712.000 C 100.00.5713.000 D 100.00.5714.000 C 100.00.5715.000 T 100.00.5769.003 F 100.00.5771.000 A 100.00.5772.000 P 100.00.5778.000 P 100.00.5791.000 4 100.00.5792.000 A .00.00.5731.000 100.00.5732.000 100.00.5766.000 100.00.5767.000 .00.00.5769.002 .00.00.5758.000 100.00.5768.000 100.00.5769.000 100.00.5769.001 100.00.5774.000 100.00.5775.000 REVENUES

100-GENERAL FUND

% OF YEAR COMPLETED: 16.67

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PAGE:

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: NOVEMBER 30TH, 2020

REVENUES	CURRENT	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YID BUDGET
100.00.5793.000 RENT RECEIVED	3,600	300.00	600.009	0.00	3,000.00	16.67
100.00.5794.000 CIVIC RENT	5,500	50.00	250.00	00.00	5,250.00	4.55
100.00.5795.000 4B SALARY	85,000	00.00	12,289.35	00.00	72,710,65	14.46
100.00.5799,000 CAPITAL LEASE REFUNDING	0	00.00	00.00	00.00	00.00	00.00
100.00.5899.000 SALE OF EQUIPMENT	0	00.00	00.00	0.00	00.00	00.00
100.00.5939.000 FORESTRY SVC GRANT	0	00.00	00.00	00.00	00.00	00.0
100.00.5940.000 INSURANCE CLAIM REFUND	0	00.00	00.00	00.00	00.00	00.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,464,286	118,690.49	237,380.98	00.00	1,226,905.02	16.21
100.00.5992,000 SALE OF FIXED ASSESTS	97,300	00.00	00.00	00.00	97,300.00	00.00
100.00.5994:000 LEASE PURCHASE PROCEEDS	0	00.00	00.00	00.00	00.00	00.00
100.00.5995.000 TRANSFERS-RESERVE	0	00.00	00.00	00.00	00.00	00.00
100.00.5998.000 TRANS.IN- GEN. FND. SURPLU	0	00.0	00.00	00.00	00.00	00.00
100.00.5999,000 TRANS.IN-PARK IMP. SURPIU	0	00.00	00.0	00.00	00.00	00.00
100.00.5999.001 TIRZ TRANSFER OUT	360,205)	00.00	00.00	00.0	(360,205.00)	00.00
TOTAL 00-REVENUE	4,145,770	425,979.88	696,213.46	00.00	3,449,556.54	16.79

16.79

3,449,556.54

00.0

696,213.46

425,979.88

4,145,770

TOTAL REVENUE

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700-WATER FUND FINANCIAL SUMMARY

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED)

% OF YEAR COMPLETED: 16.67

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	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	1,915,216	196,134.67	343,565.32	0.00	1,571,650.68	17.94
TOTAL REVENUES	1,915,216	196,134.67	343,565.32	00.0	1,571,650.68	17.94
EXPENDITURE SUMMARY						
00-TRANSFER OUT TRANSFERS TOTAL 00-TRANSFER OUT	Ola	00.00	0.00	00.0	0.00	0.00
12-administration Personnel Services CONTRACTS & PROF. SVCS WALNTENANCE UTILITIES SUPPLIES FERSONNEL RELATED ITEMS TOTAL 12-ADMINISTRATION	140,572 500 35,333 5,750 3,000 18,000	8,348.99 0.00 306.40 0.00 72.00 1,748.58	18,912.34 0.00 3,747.97 0.00 536.33 3,431.61	000000000000000000000000000000000000000	121,659.66 500.00 31,585.03 5,750.00 2,463.67 14,568.39	13.45 0.00 10.61 0.00 17.88 19.06
52-STORM WATER SYSTEM PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MATL./TOOLS/EQUP UTILITIES SUPPLIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TOTAL 52-STORM WATER SYSTEM	0000000	00000000	00000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000
35-WATER DEPT. PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MAIL./TOOLS/EQUP MAINTENANCE UTILITIES SUPPLIES PERSONNEL RELATED ITEMS CAPITAL EXPENDITURES TRANSFERS TOTAL 35-WATER DEPT.	257,116 120,405 282,170 5,500 32,750 847,596 22,150 22,500 121,874	18,444.28 4,774.31 4,329.82 325.66 3,862.96 70,544.05 0.00 10,156.17	42,124.75 9,676.97 13,770.38 916.47 7,018.52 71,442.37 6,286.22 6,286.22 11,548.02	22,925.00 1,027.62 0.00 0.00 0.00 0.00 0.00 0.00 0.00	214,991.25 87,803.03 267,372.00 4,583.53 25,731.48 776,153.63 15,863.78 22,500.00 101,566.36	16.38 27.08 5.24 16.66 21.43 8.43 28.38 0.00 16.67
TOTAL EXPENDITURES REVENUE OVER/(UNDER) EXPENDITURES	1,915,216	122,913.22	198,176.27	23,952,62 23,952,62)(	1,693,087.11	11.60

12-16-2020 04:21 PM

705-WASTEWATER FINANCIAL SUMMARY

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: NOVEMBER 30TH, 2020

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
REVENUE SUMMARY						f.
00-REVENUE	1,517,640	254,242.83	358,489.33	00.00	1,159,150.67	23.62
TOTAL REVENUES	1,517,640	254,242.83	358,489.33	00.0	1,159,150.67	23.62
EXPENDITURE SUMMARY						
00-TRANSFER OUT TRANSFERS TOTAL 00-TRANSFER OUT	0	0.00	00.00	0.00	00.00	00.0
12-ADMINISTRATION PERSONNEL SERVICES TOTAL 12-ADMINISTRATION	56,143	5,173.45	9,511.43	0.00	46,631.57	16.94
36-WASTEWATER SYSTEM PERSONNEL SERVICES CONTRACTS & PROF. SVCS CONST. MAIL./TOOLS/EQUP WAINTENBACE UTILITIES SUPPLIES SUPPLIES PERSONNEL RELATED ITEMS DEBT SERVICE CAPITAL EXPENDITURES TOTAL 36-WASTEWATER SYSTEM TOTAL EXPENDITURES	149,337 38,900 62,933 602,185 25,275 5,000 5,000 319,587 1,461,497	4,590,93 1,141,40 440,00 30,710,16 1,530,54 456,69 0,00 0,00 0,00 21,065,00 59,934.72	16,919,72 2,316,90 11,590,59 118,745,16 3,123,60 456,69 0,00 0,00 0,00 195,282.66		132,417.28 36,583.10 51,342.41 483,439.84 22,151,40 5,043.31 5,043.31 5,000.00 319,587.00 1,266,214.34	11.33 5.96 18.42 19.72 12.36 8.30 0.00 0.00 16.67 13.49
REVENUE OVER/(UNDER) EXPENDITURES	0	189,134.66	153,695.24	00.00	( 153,695.24)	00.00

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715-ELECTRIC FUND FINANCIAL SUMMARY

CITY OF FARMERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: NOVEMBER 30TH, 2020

FINANCIAL SUMMARY				% FO	YEAR COMPLETED:	16.67
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,154,363	266,310.06	530,093.63	00.00	3,624,269.37	12.76
TOTAL REVENUES	4,154,363	266,310.06	530,093.63	00.00	3,624,269.37	12.76
EXPENDITURE SUMMARY						
12-ADMINISTRATION PERSONNEL SERVICES TOTAL 12-ADMINISTRATION	77,005	5,563.89	10,676.45	0.00	66,328.55	13.86
######################################						
PERSONNEL SERVICES	482,695	38,119.22	77,139.45	00.00	405,555,55	7. 0,000
CONTRACTS & PROF. SVCS	000,68	452.00	904.00	00.00	88,096,00	1.02
CONST. MATL./TOOLS/EQUP	161,575	2,546.43	12,816.77	53,61	148,704.62	7.97
MAINTENANCE	30,342	314,88	1,302.48	00.00	29,039,52	4.29
UTILITIES	13,750	980.46	1,520.00	00.00	12,230.00	11.05
SUPPLIES	2,137,791	183,027.83	359,838,38	00.00	1,777,952.62	16.83
PERSONNEL RELATED ITEMS	24,868	1,352.79	2,968.78	00.00	21,899.22	11.94
DEBT SERVICE	40,631	2,622.04	45,875.47	0.00 (	5,244.47)	112.91
CAPITAL EXPENDITURES	157,500	1,654.90	1,654.90	15,635.34	140,209.76	10.98
TRANSFERS	939,206	78,267.16	156,534.32	00.0	782,671,68	16.67
TOTAL 37-ELECTRIC DEPT.	4,077,358	309,337.71	660,554.55	15,688.95	3,401,114.50	16.59
TOTAL EXPENDITURES	4,154,363	314,901.60	671,231.00	15,688.95	3,467,443.05	16.53
REVENUE OVER/ (UNDER) EXPENDITURES	) 0	48,591,54)(	141,137.37)(	15,688.95)	156,826.32	00.00

Agenda Section	Consent Agenda
Section Number	IV.G
Subject	City Manager's Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	City Manager's Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



### **City Manager Monthly Report**

### **Metrics**

For metrics associated with this report go online to the City of Farmersville website using the following steps:

- 1. Navigate to: www.farmersvilletx.com
- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

### City Manager General

- 1. Top priority items:
  - a. Make Collin College successful.
  - b. Complete Collin/Farmersville Parkway.
  - c. Create/support "Keep Farmersville Beautiful" Program
  - d. Be ready for and promote growth.
    - i. Thoroughfare Map planning
    - ii. Land Use Map Planning
    - iii. Comprehensive Plan Update
    - iv. New Waste Water Treatment Plant
  - e. Fiber optic network business case decision.
  - f. Keep the Police and Fire Department running optimally.
  - g. Electrical system substation relocation.

### Ordinances and Resolutions

- 1. New
  - a. Create preservation ordinance. P&Z has recommended a committee review and make suggestions for changes. (in-progress)
  - b. Sign ordinance change (in-progress)
  - c. Grading and excavation ordinance (in-progress)
  - d. Pop-up vendors ordinance (in-progress)
  - e. Resolution for designation of the official City of Farmersville newspaper of record. (complete)
  - f. Camden Park Phase IV rezoning (in-progress)
- 2. Change
  - a. Zoning change for Reliable Concrete and Nelson Brothers sent to P&Z for public hearing. (in-progress)
  - b. Zoning ordinance, accessory building requirements. (in-progress)
  - c. Zoning ordinance, zoning map. (backlog)

### Contracts/Agreements

- 1. Interlocal-agreement with Wylie for jail services. (complete)
- 2. Interlocal-agreement with Collin County for animal control. (in-progress)

- 3. Interlocal-agreement with Collin County for library services. (in-progress)
- 4. Contract extension with Eddie Peacock. (in-progress)
- 5. Little League contract changes. (in-progress)
- 6. Boundary agreements with the Josephine and Caddo Mills. (in-progress)
- 7. Review and make changes as necessary to the Riding Club ILA. (backlog)

### Planning

- 1. Planning and Zoning approval of the thoroughfare map, bike/trail map, and land use map. (in-progress)
- 2. Update comprehensive plan. A great deal of emphasis is being placed on reconfiguring the Land Use Map and the Thoroughfare Map. (in-progress)
  - a. Board/Committee review complete: August 2018
  - b. Land Use Map and Thoroughfare Map redevelopment: August 2020
  - c. Interim rewrite: May 2021
  - d. Planning and Zoning review and Public Workshop: June 2021
  - e. City Council review: July 2021
  - f. Planning and Zoning Public Hearing: August 2021
  - g. Public hearing and Council approval: September 2021

### Policy/Procedural Changes

- 1. Organizational investment policy review/update. (in-progress)
- 2. Website development and maintenance policy. (backlog)

### **Customer Service Window**

1. Customer service lobby is closed again due to COVID concerns. Drive-thru window continues to be open.

### **Personnel Related Matters**

1. Hired police officer Steven Lail.

### **Budget/Finance**

- 1. Mr. Peacock closing of last year's adjusting entries moved to January 2021.
- 2. Audit process has continued for next year's audit. Auditor will be in-house Feb 2/3,
- 3. Received response from State Comptroller's office regarding financial transparency award. Implementing changes.
- 4. Processing W-2s and 1099s for 2020.
- 5. Implement changes to OpenGov to accommodate new processes and procedures for documenting capital improvement projects.

### **Development Services**

- 1. Collin College
  - a. Construction is complete. Temporary CO has been issued.
  - b. Collin/Farmersville Parkway. Please refer to the Public Works Report under the "Streets" section for a progress report.
- 2. Patriot Concrete
  - a. Below is list of remaining items that need to be finished regarding the development agreement:
    - Execute paperwork so materials sold are FOB Farmersville (complete)
    - Install lighting with no light pollution
      - Readjust light to improve glare to CR 699

- Elliott Electric making recommendations to change light fixture to reduce light pollution related to fixtures around wash down area.
- Complete planting of trees and grass on perimeter.
  - Irrigation system is complete.
  - Trees are planted.
- Complete minimum eight foot screening wall
  - Wall is complete and painted however some designed gaps need to be filled in and tiered ends need to be finished
- Complete platting of property
- Issue CO for operations building and maintenance building
- Construct impervious internal driveways
- Improvements to CR 699
  - Please refer to the Public Works Report under the "Streets" section for a progress report.
- Meet all requirements of performance criteria and development agreement
- 3. Nelson Brothers
  - a. Below is list of remaining items that need to be finished regarding the development agreement:
    - Complete platting of property
    - Improvements to CR 699
    - Pay applicable tap fees and impact fees
    - Install minimum eight foot screening wall
    - Complete planting of trees and grass on perimeter
    - Install irrigation system
    - Install ground cover
    - Complete internal driveways with impervious surface
    - Install lighting with no light pollution
    - Execute paperwork so materials sold are FOB Farmersville
- 4. Camden Park
  - a. Phase I/II housing construction continues, 142 total homes
    - Camden, 52 homes total
      - Permitted: 52
      - Models: 0
      - Completed: 52
      - Sold: 52
      - Under Construction: 0
    - DR Horton, 90 homes total
      - Permitted: 90
      - Models: 2
      - Completed: 86
      - Sold: 86
      - Under Construction: 0
  - b. Phase III infrastructure continues construction, 135 total
    - Camden
      - Permitted: 26
      - Models: 0
      - Completed: 9
      - Sold: 12
      - Under Construction: 13

- DR Horton
  - Permitted: 42
  - Models: 0
  - Completed: 0
  - Sold: 10
  - Under Construction: 42
- c. Phase IV infrastructure, 110 total
  - In process of platting approval
- 5. Pieville
  - a. 107 South Main Street continues under construction.

### **Information Technology**

- 1. Switch over to Fulcrum for IT services is complete.
- 2. Fulcrum on-boarding process is nearing completion.
- 3. TLC NetCon services continue to be retained for a one to two month overlap to reduce risk.
- 4. CARES Act funded hardware has been received.
- 5. After on-boarding process is complete:
  - a. Configure and deploy laptops
  - b. Deploy Office 365 with Teams software
  - c. Reconfigure email system to the cloud
  - d. Reconfigure backup system to the cloud

### Special Events/Projects

- 1. "Farmersville Lights" huge success!! Great job to all concerned!!
  - a. Enhanced business downtown
  - b. \$32,950 in donations received from commercial sponsors. \$15,000 donation received from FCDC.
  - c. Benefited community and civic organizations
  - d. Enhanced the look and feel of our downtown
  - e. Over 80,000 hits on Facebook
  - f. Over 800 carriage rides
  - g. Over 80,000 interactions on InstaGram on one post alone

V. Informational Items

Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote         □ Approve         □ Approve with Updates         □ Disapprove</li> <li>Motion/second/vote to continue to a later date.         □ Approve         □ Disapprove</li> <li>Move item to another agenda.         ○ No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Financials     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

### Farmersville Community Development Corp 4B November 2020

Statement Balance 11-1-2020	\$120,407.40
Deposits:	
Sales Tax:	\$23,952.55
New Checking Int05%	\$5.03
Wire Fee	\$(10.00)
Checks 3001,3003-3005	\$(25,289.24)
Balance 11-30-2020	\$119,065.74
Outstanding Transactions	
Check 3002	\$(50.00)
Sales Tax	
Transfer to Texpool	
CD Interest	
Balance 12-14-2020	\$119,015.74
·	

Farmersville Community Development Corporation Financial Statement For the Fiscal Year Ended September 30, 2021

## State		FY2020	10			1 6			200 12						Actual	%
\$ 14000 \$ 223,155 \$ 23,948 \$ - \$ 5 \$ - \$ \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	Dovomio	Budget	October	November	December	January	February	March	April	May	June	July	August	September	OTY	
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\$ 300,150 \$ 23,150 \$ 23,948 \$ - \$ . \$ . \$ . \$ . \$ \$ . \$ \$ . \$ \$ . \$ \$ \$ . \$ . \$ \$ . \$ . \$ \$ . \$ . \$ \$ . \$ . \$ \$ . \$ . \$ \$ . \$ . \$ \$ . \$	EXPOOL/or cash in bank					Ì									, ,	
FY2019  Sudget October November December January  S 85,000  S 10,000  S 114,500  S 14,000  S 14,000  S 14,000  S 14,000  S 14,000  S 15,000		300,150				8	*						s	\$0.00	\$47,098	15.69%
8 udget October November December January  \$ 85,000 \$ 10,000 \$ 10,000 \$ 114,500 \$ 114,500 \$ 114,500 \$ 14,000 \$ 24,100 \$ 14,000 \$ 3,000		FY2019													Actual	76
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\$ 85,000 \$ 10,000 \$ 10,000 \$ 110,000 \$ 114,500 \$ 21,500 \$ 21,000 \$ 5,100 \$ 5,100 \$ 5,100 \$ 10,000 \$ 10,000 \$ 10,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 3,000 \$ 3,0	Expenses				E											
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\$ 114,500 \$ 21,500 \$ 30,000 \$ 12,500 \$ 10,000 \$ 14,000 \$ 14,000 \$ 14,000 \$ 3,000 \$ 3,000 \$ 3,000 \$ 15,000 \$ 3,000 \$ 3,	er Optic (PJ229)	\$ 8,500														0.00%
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ons Publications S 24,100 S 24,000 S 3,000 S 3,		5,100				1								0,		0.00%
s 9,000  Ons Publications Fublications Fubli	s (PJ239)	\$ 10,000													s	%00.0
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\$ 6,200 \$ 27,450 \$ 8,400 \$ 950 \$ ting	* 2021 (PJ245)	\$ 3,000													·	%00.0
\$ 27,450 cts \$ 8,400 \$ 950 \$ \$ ervices/Marketing	s/National Night Out (PJ241)	\$ 6,200														%00.0
cts \$ 8,400 \$ 950 \$ Services/Marketing	vents	\$ 27,450														0.00%
\$ 8,400 \$ 950 \$ \$ 8,400 \$ ervices/Marketing	cts															
n .		8,400													1,200	14.29%
	ojects ofessional Services/Marketing	8,400														8000
	for Accounting Services	\$ 1,000														0.00%
Legal Services \$ 500		\$ 500														

Farmersville Community Development Corporation Financial Statement For the Fiscal Year Ended September 30, 2021

Mays Building Taxes  Total Maintenance/Professional Svc./Main. \$	\$ 1,500									11.		++						9	%00"0
Total Expenses	\$ 365,950 \$ 989 \$ 25,339 \$	686	\$ 25,	339 \$	(8)	s			s,	•	40		•	s	,	Ś	8	\$26,328	7.19%
Excess Revenue Over Expenses	(65,800)	22,161	(1,391)	391)	ie		-	,									v	20,770	
TEXPOOL Balance	ъ	\$ 546,608.93 \$ 546,726.16	\$ 546,72	6.16			+												
Interest income-TEXPOOL Total Available Texpool Funds	s s	\$ 61.95 \$ 55.28 \$ 546,608.93 \$ 546,726.16	\$ 546,72	55.28								H							

Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Financials     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

# FARMERSVILLE ECONOMIC DEVELOPMENT CORP 4A NOVEMBER 2020 FINANCIAL BUDGET REPORT

## Farmersville Economic Development Corp 4A November 2020

Statement Balance 11-01-2020

\$279,537.72

Deposits:

Sales Tax: Cking Int .30% CD Interest

Loan repayment Cleared Checks 1326-1330

Statement balance 13-30-2020

\$23,952.55 \$71.08

\$2,622.04 \$(31,554.80)

\$274,628.59

#### **Outstanding Transactions**

Sales Tax Transfer to Texpool CD Interest

**Oustanding checks** 

Balance 12-15-2020

\$274,628.59

	FY 2019														
77	Budget	October	November	December	January	February		March	April	May	June	Mil	Anomet	Contamber	Š
Beginning Bank Balance		\$253,314.84	\$276,467.67									dino	recons.	aguaidae	
Deposits															
Sales Lax Collections	\$250,000,00	\$23,155.40	\$23,952,55												\$47 107 95
Interest Income cking	\$100,00	\$68.39	\$71.08												6430 47
Now Account interest	\$1,200.00	\$65.60	\$63,51												41304
Loan Repayment	\$31,464.00	\$2,622.04	\$2,622,04												95 28 00
Transfer to Texpool															90'545'C#
Transfer From Texpool															
Texpool Interest	\$1,200.00	\$121 50	\$108,42												0000
CD Investment		\$377.08													35.53.92
Total Revenue	\$283,964.00	\$ 279,537.75	\$ 303,113.34 \$			s	5							,	5377.08
Expenses:															ı
Administration Expenses	<b>1</b> ??														
Administration	\$1,000,00														v
Meeting Expenses	\$1,000.00	\$570.08													9 00 00
Dues/School/Travel	\$5,200.00														3370.00
TEX 21	\$2,500.00	\$2,500.00													h 200
Office Supplies	\$200,00		\$194 72												32,300,00
Legal Service	\$2,500,00														0.186.72
Total Administration	\$12,400,00														d i
Moderation forest and an Ex-															Jh.
Marketon Promotion	the last														s,
Expenses/Adventing	\$8,000.00														1
Webste update	\$6,000,00														À
EDC Round Table	\$1,500,00														<i>አ</i> «
Rotary Sponsorship	\$500.00														, o
Chamber Sponsorship	\$1,000.00														9 4
Small Business															h
Entrepreneurship Conf	\$500,00														6
Collin College Sponsorsnip	\$7,500.00														
Total Expenditures	\$37,400.00	\$3,070.08	\$194.72	ú						vi.	N.		9		53 254 80
Directive Business Incentives	ntives														y
Edc Action Plan	520,000.00														44
Collin College Road	\$244,000.00														649
Façade Grant Program	\$50,000,00		\$25,000 00												\$25,000.00
Expense Phor Year			\$3,290.00												\$3,290,00
Total Development Cost	\$314,000.00														\$28.290.00
Total Expenditures	\$351,400,00	\$3,070.08	\$29,290.00	ı,			u	J		J.				4	\$34 554 BD
Revenue vs Expenditures	(\$67.436)														and loan sur-
From Reserves	\$214,710.00														
Total Expenditures		\$3,070.08	\$28,484.72	ų			ų	J		y.	J.		3		\$31,554.80
Ending Bank Balance		\$276,467.67	\$274,628.62												
Now Account		\$257,551.52	\$257,615.03												
CD Investment		\$250,000.00	\$250,000.00												
Texpool Balance		\$1,072,099.77	\$1,072,208.19												
Total Available Funds		\$1,856,118.96	\$1,596,835.81	٠٠		ů	ů	٨	v	i	٠		3		

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Financials     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cy council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

### TIRZ November 2020

Statement Balance 10-30-2020

\$32,909.83

\$1.40

Deposits:

**Cking Int CBTX** 

Wire Fee

**Transfer from Texpool** 

**Bond Payment** 

Statement balance 11-30-2020

\$32,911.23

#### **Outstanding Transactions**

Balance 12-17-2020

\$32,911.23

VI. Public Hearing

Agenda Section	Public Hearing		
Section Number	VI.A		
Subject	Public hearing to consider, discuss and act upon Ordinance #0-2021-0112-001 regarding a request to amend Ordinance #2015-1027-001 that established the zoning on approximately 100.81 acres of land in the W. B. Williams Survey, Abstract No. 952, which land is now known as the Camden Park Subdivision ("the "Property") to rezone approximately 18.003± acres situated between County Road 611 (South Collin Parkway) on its eastern boundary and Harvard Boulevard on its western boundary in an area north of U.S. Highway 380 (W. Audie Murphy Parkway) from PD - Planned Development for Commercial uses to PD - Planned Development for SF-3 - Single Family Dwelling - 3 district uses for detached single-family dwellings, adopt certain development standards therefor, and modify the requirements of the base zoning district set out in subparagraph (3), "Area, Yard and Bulk Requirements," of Section 77-52(e), "SF-3 — Single Family Dwelling-3," and amend any conflicting provisions of Sections 77-61(a) and (c), 77-62(a) and (b)(8), 77-63(a), 77-64(a) and (b)(1), and 77-65(a) of the Farmersville Code as follows:  (a) reducing the minimum lot area from 5,000 square feet to 4,000 square feet;  (b) reducing the minimum front yard from 25 feet to 40 feet;  (c) reducing the minimum front yard from 25 feet to 10 feet and including a 10' wide public utility easement in each front yard;  (d) reducing the minimum lot depth from 90 feet to 100 feet;  (e) increasing the minimum lot coverage from 50 percent to 60 percent (including the main dwelling unit, garage, and all accessory buildings);  (h) increasing the minimum floor area from 750 square feet to 1,200 square feet; and  (i) modifying the maximum height from 2 stories and 40 feet to 2.5 stories and 35 feet.		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	January 12, 2021		
Attachment(s)	O-2021-0112-001		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	Motion/second/vote     Approve     Approve with Updates     Disapprove      Motion/second/vote to continue to a later date.     Approve     Disapprove     Disapprove     Nowe item to another agenda.     No motion, no action		

## CITY OF FARMERSVILLE ORDINANCE #2021-0112-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE. ORDINANCE NO. O-2018-0508-001. AS AMENDED, OF THE CITY OF FARMERSVILLE, TEXAS, BY AMENDING PLANNED DEVELOPMENT ORDINANCE "PD-2015-0922-002-SF-3/MF-2/C" TO CHANGE THE ZONING ON APPROXIMATELY 18.003 ACRES OF LAND SITUATED BETWEEN COUNTY ROAD 611 (SOUTH COLLIN PARKWAY) ON ITS EASTERN BOUNDARY AND HARVARD BOULEVARD ON ITS WESTERN BOUNDARY IN AN AREA NORTH OF U.S. HIGHWAY 380 (W. AUDIE MURPHY PARKWAY) IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, WHICH LAND IS PART OF AN APPROXIMATELY 100.81 ACRES OF LAND IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE. COLLIN COUNTY. TEXAS. KNOWN AS THE CAMDEN PARK SUBDIVISION FROM PLANNED DEVELOPMENT (PD) DISTRICT WITH COMMERCIAL (C) DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT WITH SF-3 - SINGLE FAMILY DWELLING - 3 DISTRICT USES FOR DETACHED SINGLE-FAMILY DWELLINGS, ADOPT CERTAIN DEVELOPMENT STANDARDS THEREFOR, AND MODIFY THE REQUIREMENTS OF THE BASE ZONING DISTRICT SET OUT SUBPARAGRAPH (3), "AREA, YARD AND BULK REQUIREMENTS," OF SECTION 77-52(E), "SF-3 — SINGLE FAMILY DWELLING - 3," AND AMEND ANY CONFLICTING PROVISIONS OF SECTIONS 77-61(A) AND (C), 77-62(A) AND (B)(8), 77-63(A), 77-64(A) AND (B)(1), AND 77-65(A) OF THE FARMERSVILLE CODE REGARDING CERTAIN DIMENSIONAL STANDARDS APPLICABLE TO THE "SF-3 — SINGLE FAMILY DWELLING - 3" USES IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO: REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT: PROVIDING A SAVINGS **CLAUSE; AND PROVIDING AN EFFECTIVE DATE...** 

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map of the City of Farmersville, Texas, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville; and

WHEREAS, the City Council of the City of Farmersville, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the zoning of the property described herein shall be changed and that the official zoning map of the City of Farmersville, Texas, should be amended to reflect the rezoning of the property herein described;

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

#### **SECTION 1: FINDINGS INCORPORATED**

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

#### **SECTION 2: PROPERTY REZONED**

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the Official Zoning Map of the Comprehensive Zoning Ordinance, Ordinance No. O-2018-0508-001, as amended, of the City of Farmersville, Texas, is hereby amended and changed by and through the amendment of Planned Development Ordinance "PD-2015-0922-002-SF-3/MF-2/C" in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of the City's Zoning Ordinance and Planned Development Ordinance "PD-2015-0922-002-SF-3/MF-2/C" are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land containing approximately 18.003 acres of land situated between County Road 611 (South Collin Parkway) on its eastern boundary and Harvard Boulevard on its western boundary in an area north of U.S. Highway 380 (W. Audie Murphy Parkway) in the W. B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, (the "Property") which Property is part of an approximately 100.81 acres of land in the W. B. Williams Survey, Abstract No. 952, known as the Camden Park Subdivision, and which Property is more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, presently zoned Planned Development District with Commercial (C) District uses is hereby rezoned to Planned Development District with SF-3-Single-Family Dwelling - 3 District uses – for single-family detached dwellings as such standards may be modified by this Ordinance - on the Property as such tract of land is generally depicted on Exhibit "B" (Zoning Exhibit) in accordance with the City's Master Plan and Zoning Ordinance, and in accordance with

Exhibit "C" (Development Standards) all of which exhibits are attached hereto and incorporated herein by reference for all purposes allowed by law. In the event of any conflict between any exhibit attached hereto and this Ordinance, the language and contents of this Ordinance shall control.

#### **SECTION 3: OFFICIAL ZONING MAP TO BE MODIFIED**

It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance which is hereafter identified as Planned Development Ordinance "PD-2021-0112-001-SF-3."

## SECTION 4: MODIFICATIONS TO THE SF-3-SINGLE-FAMILY DWELLING - 3 DISTRICT

It is further directed that the following modifications to the requirements of the SF-3-Single-Family Dwelling - 3 base zoning district are approved through the adoption of this Planned Development District regarding the single-family residential lots identified for SF-3-Single-Family Dwelling - 3 District uses on the Property identified in Exhibit "A" attached hereto for all purposes allowed by law:

- (a) Section 77-52(e) is hereby modified by reducing the minimum lot area from five thousand (5,000) square feet to four thousand (4,000) square feet:
- (b) Section 77-52(e) is hereby modified by reducing the minimum lot width from fifty feet (50') to forty feet (40');
- (c) Section 77-52(e) is hereby modified by reducing the minimum front yard from twenty-five feet (25') to ten feet (10') and including a ten-foot (10') wide public utility easement in each front yard;
- (d) Section 77-52(e) is hereby modified by reducing the minimum side vard on corner lots from fifteen feet (15') to ten feet (10');
- (e) Section 77-52(e) is hereby modified by increasing the minimum lot depth from ninety feet (90') to one hundred feet (100');
- (f) Section 77-52(e) is hereby modified by increasing the minimum rear yard from ten feet (10') to twenty feet (20');
- (g) Section 77-52(e) is hereby modified by increasing the maximum lot coverage from fifty percent (50%) to sixty percent (60%) (including the main dwelling unit, garage, and all accessory buildings);
- (h) Section 77-52(e) is hereby modified by increasing the minimum floor area from seven hundred fifty (750) square feet to one thousand two hundred (1,200) square feet; and

(i) Section 77-52(e) is hereby modified increasing the maximum height from 2 stories and thirty-five feet (35') to 2.5 stories and thirty-five feet (35').

In addition, to the extent any of the foregoing modifications create a conflict with the provisions of Sections 77-61(A), 77-61(C), 77-62(A), 77-62(B)(8), 77-63(A), 77-64(A), 77-64(B)(1), and 77-65(A) of the Farmersville Code regarding certain dimensional standards applicable to the SF-3 — Single Family Dwelling - 3 District Uses said provisions are also modified to match the modifications set out in this Section 4.

#### **SECTION 5: REPEALER**

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

#### **SECTION 6: SEVERABILITY**

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

#### **SECTION 7: PENALTIES FOR VIOLATION**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

#### **SECTION 8: INJUNCTIVE RELIEF**

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

#### **SECTION 9: PUBLICATION**

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

#### **SECTION 10: ENGROSSMENT AND ENROLLMENT**

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

#### **SECTION 11: SAVINGS**

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

#### **SECTION 12: EFFECTIVE DATE**

publication as required by law.

PASSED on first and final reading on the \_\_\_\_ day of January, 2021, at a properly scheduled 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.

This Ordinance shall take effect immediately from and after its passage and

there being a quorum present, and below.	approved by the Mayor on the	date set out
	/ED THIS DAY OF	, 2021.
	APPROVED:	
	Bryon Wiebold Mayor	<u> </u>
ATTEST:		
Sandra Green, TRMC City Secretary		

#### Exhibit "A"

#### Property Description

Being a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952 in Collin County, Texas as described in a deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 20060530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of said SHG Land Investments of Farmersville tract, said point being on the west right-of-way line of County Road 610;

THENCE South 89\*54'27" West, along the south line of Said SHG land Investments of Farmersville tract, a distance of 50.00 feet to a ½" inch iron rod found for corner, said point being on the north line of Murphy's Crossing Phase 1, as recorded in Cabinet P, Page 415 P.R.C.C.T. to the POINT OF BEGINNING;

THENCE South 89\*54'27" West, a distance of 348.79 feet continuing along the north line north line of said Murphy's Crossing, to a ½" inch iron rod found for corner;

THENCE North 89\*45'11" West, a distance of 874.23 feet continuing along the north line north line of said Murphy's Crossing, to a ½" inch iron rod found for corner; said point being on the east line of Harvard Boulevard, a 50' wide right-of-way:

THENCE North 00\*20'27" West, a distance of 476.63 feet along the east lien of said Harvard Boulevard to a ½" iron rod found for corner, said point being the beginning of a curve to the left having a radius of 630.00 feet and a central angle of 11\*28'40";

THENCE Northwesterly, along said curve to the left and along the east line of said Harvard Boulevard, an arc distance of 126.20 feet and a chord bearing and distance of N 06\*04′ 47″ W, 125.99 feet to a ½″ iron rod found for a corner, said point being the southwest corner of Lot 19, Block K, in the Camden Park, Phase 1 Addition, as recorded in Document No. 2018-771, P.R.C.C.T.;

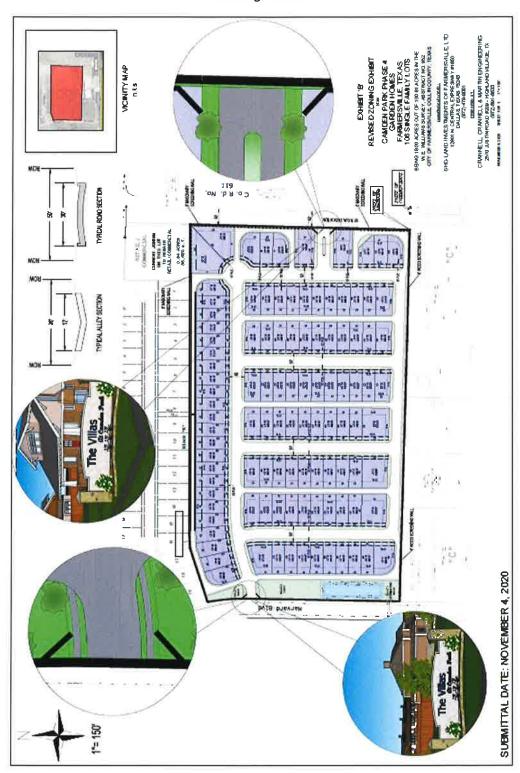
THENCE North 70\*27'24: East, along the south line of said Camden Park, Phase 1 Addition, a distance of 176.67 feet to a ½" iron rod found for corner;

THENCE North 85\*36'39" East, along the south line of said Camden Park Phase 1 Addition, a distance of 47.59 feet to a ½" inch iron rod found for corner;

THENCE North 88\*37'09" East, a distance of 966.04 feet along the south line of said Camden Park Phase 1 Addition, to a ½" inch iron rod found for corner;

THENCE South 00\*00'37" West, a distance of 691.31 feet to the POINT OF BEGINNING and containing 784,223 square feet or 18.003 acres of computed land.

Exhibit "B"
Zoning Exhibit



#### Exhibit "C"

#### **Development Standards**

#### CAMDEN PARK

The Planned Development District described in Exhibit "A" and generally depicted in Exhibit "B" shall be developed in accordance with the City of Farmersville's Zoning Ordinance, Subdivision Regulations and other applicable ordinances, as amended, and shall be subject to the following requirements and conditions.

#### A. <u>SF-3-SINGLE-FAMILY DWELLING - 3 BASE ZONING DISTRICT USES.</u>

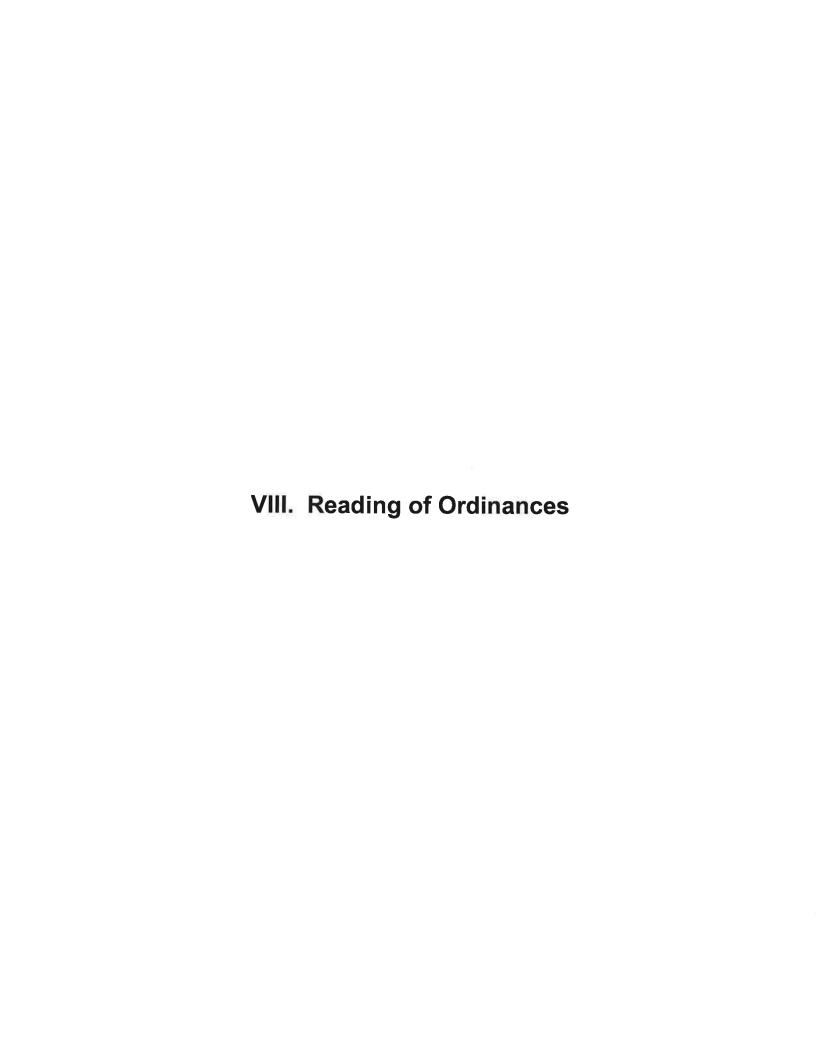
The Property identified on Exhibit "A," attached hereto, containing approximately 18.003 acres shall be developed in compliance with all regulations applicable to the SF-3-Single-Family Dwelling - 3 District uses contained in the City's Code of Ordinances, as amended, save and except only to the extent otherwise specifically provided to the contrary in this Ordinance.

- 1. **Permitted Uses.** The following uses may be permitted on the Property:
  - All uses as identified and defined in the Farmersville Code as being permitted by right in the SF-3-Single-Family Dwelling - 3 District.
- 2. **Specific Uses.** The following uses may be permitted on the Property with a Specific Use Permit (SUP) approved by the City Council:
  - a. All uses as identified and defined in the Farmersville Code as being permitted in the SF-3-Single-Family Dwelling 3 District upon approval a Specific Use Permit (SUP).
- 3. **Temporary Uses.** The following uses may be permitted on the Property only upon approval of a temporary use permit by the City Council:
  - a. All uses as identified and defined in the Farmersville Code as being permitted in the SF-3-Single-Family Dwelling 3 District upon approval a temporary use permit.
- 4. **Minimum and Maximum Dimensions.** The minimum and maximum dimensions for development of the SF-3-Single-Family Dwelling 3 District uses shall be as provided in the Farmersville Code save and except only to the extent specifically modified in Section 4 of this Ordinance.

 Prohibited Uses. Any use not indicated within the Permitted Uses, Specific Uses, or Temporary Uses above shall <u>not</u> be permitted within this Planned Development District for SF-3-Single-Family Dwelling - 3 District uses.

#### 6. Miscellaneous Standards.

- a. The maximum number of lots used for residential purposes shall be limited to 106 lots.
- b. The Property shall be annexed into, or otherwise made subject to, the homeowner's association established by the Developer that is identified as the Camden Park Homeowner's Association (the "Association") to which entity all open space shall be dedicated and by which entity all such open space shall be maintained. Membership in the Association shall be mandatory for all owners of land within the Property and such membership shall be conditioned upon ownership of a lot within the Property and such membership shall be transferred from owner to owner together with the conveyance of any real property within said Property.



Agenda Section	Positing of Ordinances
Agenua Section	Reading of Ordinances
Section Number	VII.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2021-0126-001 regarding grading and excavation.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	O-2021-0126-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

## CITY OF FARMERSVILLE ORDINANCE 0-2021-0126-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 26, "ENVIRONMENT," THROUGH THE AMENDMENT OF ARTICLE II, "FLOOD CONTROL," BY ADOPTING A NEW DIVISION 4 TITLED "FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING ACTIVITY" TOGETHER WITH NEW SECTIONS 26-101 THROUGH 26-114 AS PROVIDED HEREIN-BELOW. AND AMENDING APPENDIX A. "MASTER FEE SCHEDULE" TO INCLUDE PERMITTING FEES FOR FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING **ACTIVITY PERMITS** ON PRIVATE PROPERTY: REPEALING **ORDINANCES** IN CONFLICT **HEREWITH**; **PROVIDING** SEVERABILITY: PROVIDING FOR GOVERNMENTAL IMMUNITY: PROVIDING FOR INJUNCTIONS: **PROVIDING** PENALTY: PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE: AND PROVIDING AN EFFECTIVE DATE.

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

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

**WHEREAS**, the City has previously adopted regulations relating to grading and excavation of public property in Farmersville; and

WHEREAS, the City desires to establish regulations relating to filling, grading and excavation of private property in Farmersville; 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 establish regulations relating to grading and excavation of private property as provided herein below to establish such a process.

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

#### Section 1. INCORPORATION OF FINDINGS

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

#### Section 2.

AMENDMENT OF CHAPTER 26, "ENVIRONMENT," THROUGH THE AMENDMENT OF ARTICLE II, "FLOOD CONTROL," BY ADOPTING A NEW DIVISION 4 TITLED "FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING ACTIVITY" TOGETHER WITH SECTIONS 26-101 THROUGH 26-114 AS PROVIDED HEREINBELOW

From and after the effective date of this Ordinance, Chapter 26, "Environment," of the Farmersville Code, is hereby amended through the amendment of Article II, "Flood Control," by adding a new Division 4 titled "Filling, Grading, Excavation, and Other Soil Disturbing Activity" together with Sections 26-101 through 26-113 to read as follows:

## "DIVISION 4. FILLING, GRADING, EXCAVATION, AND OTHER SOIL DISTURBING ACTIVITY

Sec. 26-101. – Definitions.

For purposes of this Article, the following terms shall have the meaning given below:

Excavation. The removal of any soil or earthen material in an amount that will exceed a depth of twelve inches (12"), including but not limited to trenching, or performing any structural or other construction that blocks or occludes or changes the volume, direction, flow, and/or velocity of storm water running across the surface of the land particularly at or about the boundary of two or more parcels, tracts, or lots of land within the corporate limits of the City.

Filling, Grading, and Soil Disturbing Activity. The movement, addition or removal of any soil or earthen material for the purposes of altering the level, incline, decline, slant or slope of the ground surface by a contour of more than one foot (1') in elevation in an area that (a) exceeds two hundred (200) total square feet in area, and/or (b) blocks or occludes or changes the volume, direction, flow, and/or velocity of storm water running across the surface of

the land particularly at or about the boundary of two or more parcels, tracts, or lots of land within the corporate limits of the City.

#### Sec. 26-102. – Applicability.

This Division shall apply to all property owners, persons, or their agents filling, grading, excavating or otherwise disturbing the surface of real property within the City, whether they be contractors, subcontractors, supervisors, inspectors, managers, agents, employees or otherwise. Failure to comply with the requirements of this Division shall constitute an offense, and each day such failure continues shall constitute a separate offense. This Division shall not apply to excavation and grading related to any public street, sidewalk, right-of-way or other public property.

#### Sec. 26-103. – Grading and Excavation Permit—Required.

It shall be unlawful for any person to perform any filling, grading, excavation, or other soil disturbing activity within the territorial limits of the City without first having obtained a permit to do so. No person shall fill, grade, excavate or otherwise disturb the surface of real property within the City without first having secured a permit for filling, grading, excavation, or other soil disturbing activity in accordance with this Division, from the City Manager or his designee. No owner of real property shall knowingly permit another person to fill, grade, excavate or otherwise disturb the surface of real property within the City without first having secured a permit from the City Manager or his designee. In addition, if the property to be filled, graded, excavated or otherwise disturbed is within a flood hazard area, a development permit must be secured in accordance with Chapter 26, "Environment."

#### Sec. 26-104. - Application.

The application for a permit for filling, grading, excavation, or some other soil disturbing activity shall be submitted to the City Manager or his designee, and shall clearly state the following:

- (1) The location where the applicant proposes to perform filling, grading, excavation, or other soil disturbing activities;
- (2) The purpose for the filling, grading, excavation, or other soil disturbing activities;
- (3) The proposed size, change in elevation, depth and/or degree of the filling, grading, excavation, or other soil disturbing activities;
- (4) Written confirmation from all applicable utilities that the proposed filling, grading, excavation or other soil disturbing activities will not disrupt, disturb, impair or interfere with the provision of such utilities.

- (5) The name of the person or entity who proposes to perform such filling, grading, excavation, or other soil disturbing activities;
- (6) The name and contact information of the person or entity that will be performing such filling, grading, excavation, or other soil disturbing activities; and
- (7) Proof of commercial liability insurance for claims of property damage or bodily injury covering the applicant or person(s) or entity(ies) performing the work in an amount acceptable to at least Fifty Thousand Dollars (\$50,000) or such greater amount as may be agreed by and between the property owner and the applicant or person(s) or entity(ies) performing the work.

Failure to provide any and all of the above information shall be grounds for denial of the application.

#### Sec. 26-105. – Issuance of permit.

Upon acceptance of the application and confirmation that the submitted application is complete, the City Manager or his designee shall issue a permit for the filling, grading, excavation, or other soil disturbing activity to the applicant, and the applicant may then proceed with such filling, grading, excavation, or other soil disturbing activity. A nonrefundable fee in the amount set out in Appendix A, Master Fee Schedule shall be charged for each application for a permit submitted to the City to cover administrative expenses.

#### Sec. 26-106. – Limitation on permit.

Each permit issued for any filling, grading, excavation, or other soil disturbing activity shall be limited to the scope of the filling, grading, excavation, or other soil disturbing activity expressly identified in the application. Such permit shall expire and become null and void if the filling, grading, excavation, or other soil disturbing activity is not started within thirty (30) days from issuance of the permit, or such filling, grading, excavation, or other soil disturbing activity is suspended or abandoned for a period of time of at least thirty (30) days after the date such filling, grading, excavation, or other soil disturbing activity is initially commenced. In the event the permit(s) expires for failure to timely commence the work or because the work has been suspended or abandoned, the applicant must obtain a new permit before any filling, grading, excavation, or other soil disturbing activity can commence or resume.

## Sec. 26-107. – Filling, grading, excavation, and any other soil disturbing activity subject to City inspection.

All filling, grading, excavation, or other soil disturbing activity shall be subject to inspection by the City Manager or his designee for compliance with all applicable codes and ordinances.

## Sec. 26-108. – Duty of property owner and any person having control of the property to prevent dirt, mud, and debris from washing onto public streets, alleys, or other public property.

It shall be unlawful and an offense and shall constitute a nuisance for any person owning or having control of real property on which filling, grading, excavation, or any other soil disturbing activity is occurring within the City to suffer or permit soil, mud, rock or debris to wash, slide, erode or otherwise be moved from said real property onto the streets, alleys, utility facilities, rights-of-way or easements of the City. It shall be the duty of each property owner or party in control of property on which such activities are occurring to prevent soil, mud, rock or debris from such real property being deposited or otherwise transported onto the streets, alleys, utility facilities, rights-of-way or easements of the City and to inspect such property and acquaint themselves with the conditions existing and to remedy any conditions likely or calculated to allow soil, mud, rock or debris to wash, slide, erode or otherwise be transported onto the streets, alleys, utility facilities, rights-of-way or easements and failure to do so shall be deemed a violation of this article.

#### Sec. 26-109. - Duties upon completion of work.

- a. The property owner and any person having control of real property on which filling, grading, excavation, or any other soil disturbing activity is occurring or has occurred shall be responsible for all cleanup operations incidental to the grading, filling, excavation, construction or other disturbance of the surface of real property including leveling, establishment of ground cover, erosion control and removal of all trash or other materials not suitable for fill including those deposit on streets, alleys, utility facilities, rights-of-way or easements.
- b. After any excavation activity is completed, and within seven (7) days of completion, the person performing the excavation shall backfill the excavation area with such materials and in such a manner as the City Manager or his designee may require, and leave the excavated area in at least the same condition as it was before the excavation activity was started.

- c. After any filling, grading, or any other soil disturbing activity is completed, and within seven (7) days of completion, the person performing the filling, grading, or other soil disturbing activity shall remove all excess soil or earthen material, or any other material used for the grading, filling, construction or other disturbance of the surface of real property in such a manner as the City Manager or his designee may require, and leave the area in at least the same condition as it was before the grading, filling, construction or other disturbance of the surface of real property was started.
- d. If the person performing the grading, filling, excavation, construction or other disturbance of the surface on property situated within the corporate limits of the City is not able to promptly restore the surface of the property to its pre-disturbance condition, that person will use their best efforts to re-establish ground cover on the property and construct erosion control measures to prevent the earth, soil, dirt and fill from eroding and washing away into, upon, under or across other private property or public property.
- e. If the property owner fails in any respect to fulfill the requirements of this Division, and such failure continues for more than 72 hours after the CITY sends written notice of such failure to the address, fax or email address provided on the application, the CITY may go upon the owner's property and perform such work as may be necessary to fulfill such requirements and may level, establish ground cover, construct erosion control, remove all soil, rock, debris and other materials not suitable for fill including those deposited on streets, alleys, utility facilities, rights-of-way or easements, at the property owner's expense and charge same to the applicant and/or the property owner. The CITY shall bill the applicant and/or the property owner for the unpaid expenses and if the applicant and/or the property owner fails to pay the CITY for such expenses within 30 days of being billed for same, the CITY shall have the right to place a lien on the subject property which shall be filed with the county clerk for all amounts expended by the CITY plus interest at the then current lawful rate.

## Sec. 26-110. – Compliance with flood control and erosion regulations.

All filling, grading, excavation, and other disturbance of the surface activity shall be performed and/or maintained at all times in accordance with the City's flood control and erosion regulations including, but not limited to, those requirements contained in Chapter 26 of the Farmersville Code. The City Manager or his designee shall have the sole discretion to determine whether any filling, grading, excavation, and other disturbance

of the surface activity is being performed and/or maintained in accordance with such regulations.

#### Sec. 26-111. – Signage required.

The applicant shall be responsible for placing signage visible from all adjacent public rights-of-way informing the public that filling, grading, excavation, and other disturbance of the surface activity is being performed. The signage shall include the name and contact information for the person performing the filling, grading, excavation, and other disturbance of the surface activity and the permit number under which the filling, grading, excavation, and other disturbance of the surface activity is being performed.

#### Sec. 26-112. – Exception for Permanent Excavations.

- (a) Detention ponds and retention ponds required by the City's Subdivision Ordinance to maintain storm water run-off at predevelopment standards are excepted from the provisions of this Division and are instead regulated by and through the Subdivision Ordinance, the City's Manual for the Design of Storm Drainage Systems, and related Standard Construction Details;
- (b) The owner of property that is greater than \_\_\_\_\_ acres in area may obtain a permit to excavate a pond or stock tank intended to be perpetual in nature on their property subject to compliance with the following requirements:
  - The area or section of the property where the pond or stock tank is situated shall be entirely enclosed on all sides by a fence that stands at least four feet tall; and
  - 2. All gates allowing ingress and egress to and from the area or section of the property where the pond or stock tank is situated shall be kept closed and locked when not being used; and
  - 3. The pond or stock tank shall be located at least one hundred feet away from the nearest fence line; and
  - 4. The location and volume of the pond or stock tank shall conform to and comply with all applicable local, state and federal statutes, laws, rules and requirements including but not limited to any and all rules, requirements and procedures adopted by the Texas Commission on Environmental Quality and the United States Environmental Protection Agency; and

- (c) An owner of property may obtain a permit to excavate a Koi Pond intended to be perpetual in nature on their property subject to compliance with the following requirements:
  - 1. The Koi Pond shall be no more than three feet (3') deep at its deepest point unless the Koi Pond is constructed and maintained in an area that is completely surrounded on all sides by a fence that stands at least four feet tall; and
  - 2. All gates allowing ingress and egress to and from the area or section of the property where the Koi Pond is situated shall be kept closed and locked when not being used.

### Sec. 26-113. – Addressing complaints where a permit was not obtained.

If a property owner files a complaint supported by an affidavit that the owner(s) of adjacent properties, their agents, or other persons acting on their behalf violated any one or more of the provisions of this Division resulting in stormwater being redirected onto or away from their property or the volume and velocity of such stormwater flowing onto their property being increased or decreased, the CITY may cause a citation to be issued to the owner(s) of the complained of adjacent properties, their agents, or other persons acting on their behalf if a permit was not obtained.

#### Sec. 26-114. - Penalty for violation of article.

Each violation of this article shall be punishable by a fine not to exceed Two Thousand Dollars (\$2,000) for each day or part of a day that such violation occurs and/or continues."

# Section 3. AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE", BY AMENDING ARTICLE V, "EXCAVATION; MOVING; BURNING," BY ADDING A NEW SECTION 5-4, ENTITLED "FILLING, GRADING, EXCAVATION, AND OTHER DISTURBANCE OF THE SURFACE ACTIVITY ON PRIVATE PROPERTY PERMIT"

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Farmersville Code, is hereby amended by amending Article V, "Excavation; Moving; Burning" by adding a new Section 5-4, titled "Filling, Grading, Excavation, and Other Disturbance of the Surface Activity on Private Property Permit", to hereafter read as follows:

Sec. 5-4. - Filling, Grading, Excavation, and Other Disturbance of the Surface Activity on Private Property Permit

PERMIT	FEE
Filling the surface of private	\$
real property	200.00
Grading the surface of	\$
private real property	200.00
	s
Excavating the surface of	\$
private real property	200.00
Other Disturbance of the	\$
surface of private real	200.00
property	

#### Section 4. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### Section 5. SAVINGS

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

#### Section 6. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in

this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### Section 7. GOVERNMENTAL IMMUNITY

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

#### **Section 8. INJUNCTIONS**

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

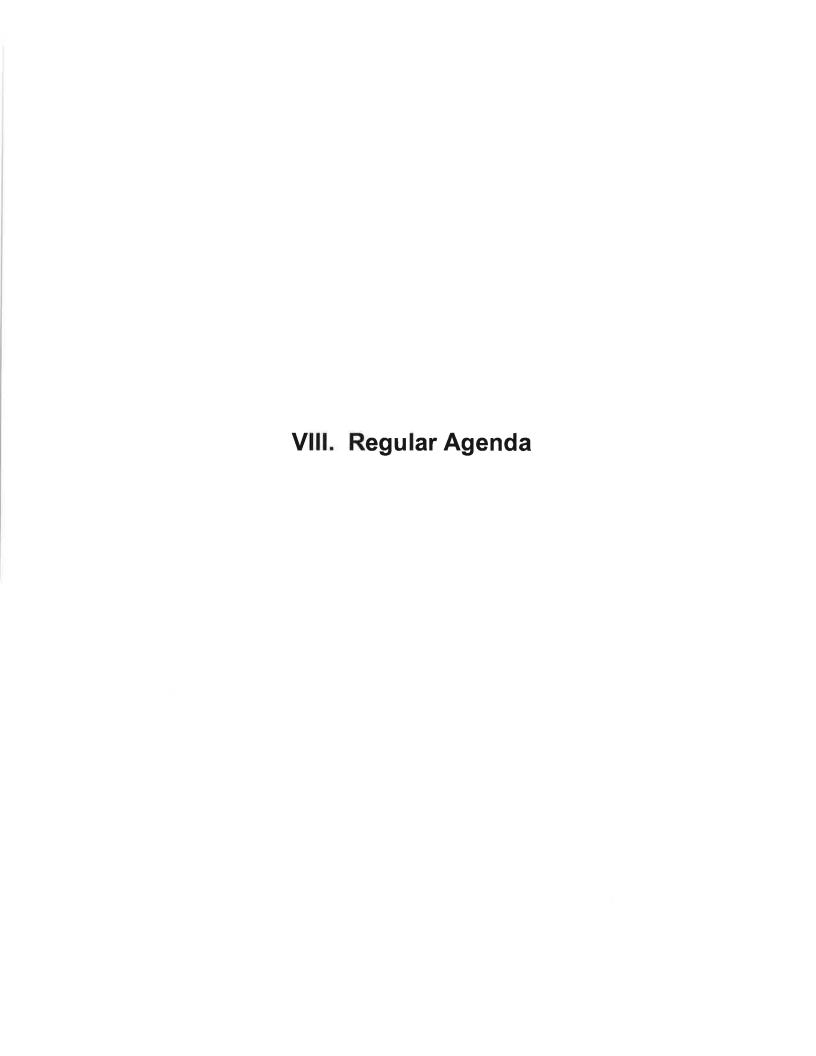
#### Section 9. ENGROSSMENT AND ENROLLMENT

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

#### Section 10. EFFECTIVE DATE

This Ordinance shall take effect imm- publication of the caption as required by law.	ediately from and after it passage and
PASSED on first reading on the day or second reading on the day of scheduled meetings of the City Council of the quorum present, and approved by the Mayor or	City of Farmersville, Texas, there being a
	CITY OF FARMERSVILLE, TEXAS
ATTEST:	BRYON WIEBOLD Mayor

SANDRA GREEN City Secretary



Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon the Final Plat of Collin College Lot 1, Block A.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	<ol> <li>Application</li> <li>DBI Review Letter</li> <li>Plat</li> </ol>
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> <li>Motion/second/vote</li> <li>□ Approve</li> <li>□ Approve with Updates</li> <li>□ Disapprove</li> <li>• Motion/second/vote to continue to a later date.</li> <li>□ Approve</li> <li>□ Disapprove</li> <li>• Move item to another agenda.</li> <li>• No motion, no action</li> </ul>



#### **DEVELOPMENT APPLICATION**

		☐ Amended Plat		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.	A. Description of Property				
	1.	Addition Name Collin College Farmersville Lot 1, Block A			
	2. Total Acreage  78.234  3. Current Zoning Classification(s)  4. Proposed Zoning Classification(s)  5. Total Number of Lots, by Type  College Campus  Northwest Compact C. P. No. (1) and H.S. Haller Nr. 200				
7. Location of Property Northwest Corner of C.R. No. 611 and					ghway No. 380
	8. Geographic (Tax) ID Number R- 695200305401				695200305601
B. Applicants: (List those persons you wish to be contacted about this request.)  PLEASE PRINT  1. Owner Collin County Community College District Address 3542 Spur 399  Address 111 West Main Street					
_		City, State, Zip McKinney, Texas 75069		City, State, Zip Allen, T	Cexas 75013
		Phone 972 548-6790  Email Thourani.aecom@collin.edu		Phone 972 359-1733 Email ronny@rlkengi	neering com
		2.11411	Email	neering.com	
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:

Date: 12-2-2020



December 18, 2020

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

RE:

Collin College – Final Plat Dated December 17, 2020

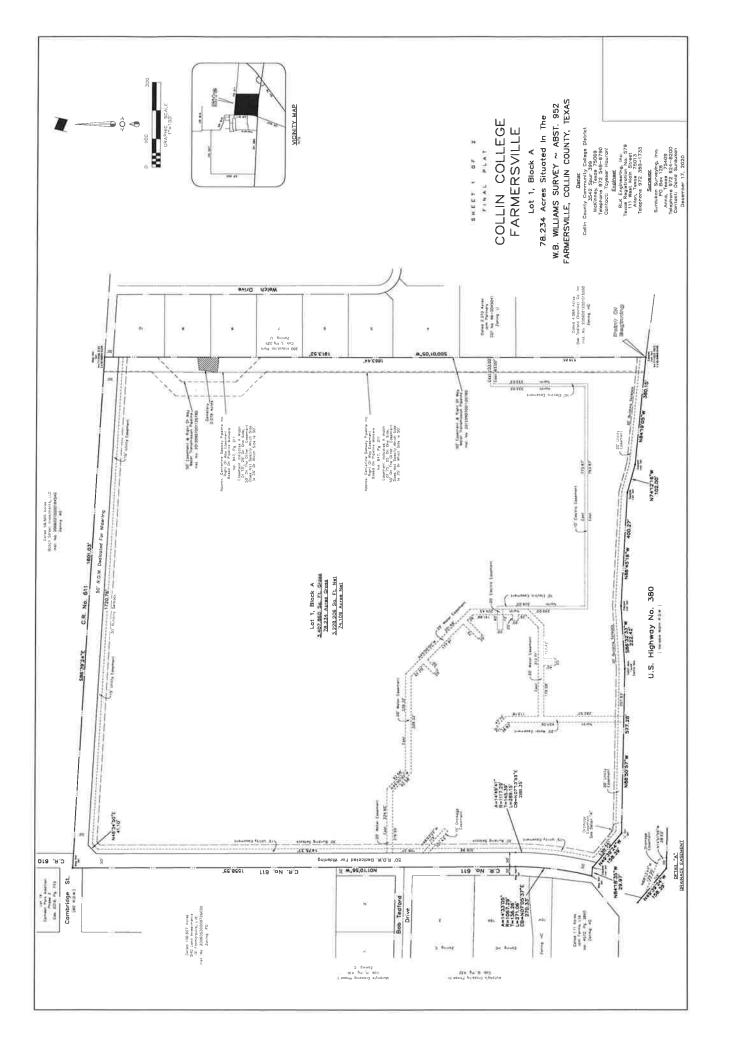
Mr. White:

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

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

Sincerely,

Jacob Dupuis, P.E.



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BECINNING of a 1/2" iron rad set with yellow plastic cap stampad "4613" for comes In the north line of State Highway No. 380 (a variable width R.O.W.);

THENCE N8419'05"W, with the north line of State Highway No. 380, a distance of 380.15 feet to a 1/2" fron rod set with yellow plastic cap stamped "4813" for confer.

THENCE N7412'16"W, with the north line of State Highway No. 380, a distance of 102.00 feat to a 1/2' fron rad set with yellow plastic cop stamped "4613" for corner.

THENCE N86'45'16"W, with the north line of State Highwoy No, 380, a distance of CACO,27 feet to a 1/2" iron rod set with yellow plastic cap stamped "4613" for correr;

THENCE S86:32'33"W, with the north line of State Highway No., 380, a distance of 222.42 fast to a TxDOT monument found for corner;

THENCE N86°50°57°W, with the north line of State Highway No, 380, a distance of 577.28 feet to an "x" out set for carner; PHENCE N4939'24"%, with the north line of State Highway No, 380, a distance of control set to a 1/2" iron rod set with yellow plastic cap stamped "4813" for confer.

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THENGE in a northerly direction clong said curve to the left, and with the east line of County Road No. 611, an or distance of 271.06 free its a mag nell set for corner and its one of said curve;

THENCE ND)10'56"W, along Caunty Road No. 611, a distance of 1558.55 feet to a mag nall set for corner;

PHENCE SOCIO1'05"W, leaving County Road No. 611, and with the west line of 380 and section for a distance of 1935.52 feet to the POINT OF BEGINNING and CONT-ININING 3,407,880 aquare feet, or 78,234 acres of lands. "HENCE SEGARQ"4"2", "M. In the centreline of County, Road No. 5(1), a distance of and delition for the or mag roal set for corner in the west line of 380 incuities of Records of Colin County, "Roas:

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# NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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This plat approved subject to all platting ordinances, rules, regulations, and lutions of the City of Farmersville, Texas. MTNESS, my hand, this the day of

Collin County Community College District

Printed Name and Title

STATE OF TEXAS: COUNTY OF COLLIN:

BEFORE ME, the underalgred outhority, a Notary Public in and for the State of Teach, in the day person whose home to the the person whose there is a seasoned to the frameological instrument, and conformedaged no me that he executed his enound for the upposes and considerations therein oppressed and in the describetly therein states, a

2020 GIVEN under my hand and seal of office, this the day of

Natory Public in and for the State of Texas

## SURVEYOR'S CERTIFICATE KNOW ALL MEN BY THESE PRESENTS:

Their Love & Sustainer, de needle settly best presented in post from an other settle settle servery of the fort, and their best the content monuments show there are a trave arrangely placed whose my breast the content monuments show with the Subsidian Ordenset of the City of Formerskille.

David J. Surdukan R.P.L.S. No. 4613



STATE OF TEXAS: COUNTY OF COLLIN:

BEFORE MI, the uncaralynes outherfly, is Noticy Poulit, in our fer the State of Terest, in the lot generally severe for mis is the partner with day personally pepared book 4. Suchouse, Lond Survey, known for mis is the partner whole whose states are the partner of the deconation when the the terest that serected the series for the purpose and consideration thresh suppressed.

Notary Public In and for the State of Texas

GIVEN under my hand and saal of office, this the day of

Q3MQBdd\*

Presiding Officer City of Farmersville, Texas

ATTEST

Board, Commission, or City Secretary City of Farmersville, Texas

SHEET 2 OF

## COLLIN COLLEGE FARMERSVILLE

FARMERSVILLE, COLLIN COUNTY, TEXAS W.B. WILLIAMS SURVEY ~ ABST. 952 78.234 Acres Situated In The Lot 1, Block A

Dwnsr

Notice: Saling a portion of this addition by metes and bounds is a violation of City Ordinance and stoke law, and its subject to fress and withholding Utilities and building permits.

SPECIAL NOTICE:

According to Flood Insurance Rate Map (FIRM) Map No. 27120030. ostes 6-02-2009, prepared by the Federal Emergency Agency (FEMA) for Collin County, 1 within Zona X. Water service provided by City of Farmersville CCN #13009;

2. Subdivision is located in the Formerwille LSD. Property is within the City Limits. Current Zoning - PD 1901-C

NOTES:

Collin County Community College District
A242 Spur 13999
McKinney, Texas 72699
Telephone 972 548–6790
Contact: Tsyster Hourani
Enghance

RLK Engineering, Inc.
Taxoa Registration No. 579
111 Wast Moln Street
Allen, Taxoa 75013
Telephone 972 359-1733

Surdukan Surveying, Ine Po Box 126 Anna, Taxes 75409 Telephone 972 924—8200 Contact: David Surdukan December 17, 2020

Agenda Section	Regular Agenda					
Section Number	VIII.B					
Subject	Consider, discuss and act upon Resolution #R-2021-0112-001 updating the city's investment policy.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	January 12, 2021					
Attachment(s)	R-2021-0112-001					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php					
Consideration and Discussion	City Council discussion as required					
Action	<ul> <li>Motion/second/vote  ☐ Approve ☐ Approve with Updates ☐ Disapprove</li> <li>Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove</li> <li>Move item to another agenda. ☐ No motion, no action</li> </ul>					

#### CITY OF FARMERSVILLE RESOLUTION # R-2021-0112-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CONFIRMING ITS REVIEW OF THE CITY OF FARMERSVILLE INVESTMENT POLICY AND RELATED INVESTMENT STRATEGIES ADOPTED BY AND THROUGH RESOLUTION #R-2018-0403-001 AND REAFFIRMING AND READOPTING SAID INVESTMENT POLICY AND RELATED INVESTMENT STRATEGIES, AND PROVIDING FOR A EFFECTIVE DATE.

WHEREAS, the City of Farmersville acknowledges the high priority of providing the necessary guardianship of public funds in the municipal sector; and,

WHEREAS, the City Council has previously established and expressly intends to maintain high fiscal standards, delegate treasury and investment duties to appropriate officials, and to review the actual performance at regular intervals; and,

WHEREAS, the City Council has implemented investment requirements set forth in the Texas Government Code, 2256.005, Public Funds Investment, Subchapter A- Public Funds Investment Act and Subchapter B- Investment of Public Funds; and

WHEREAS, the City Council has reviewed the City of Farmersville Investment Policy, attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, and investment strategies related thereto pursuant to Texas Government Code, 2256.005(e) and now desires to confirm such review and reaffirm and readopt the City of Farmersville Investment Policy adopted by and through Resolution #R-2018-0403-001.

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

<u>Section 1</u>. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

<u>Section 2</u>. The City of Farmersville Investment Policy attached hereto as Exhibit A is hereby reaffirmed and readopted as the official policy of the City of Farmersville.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionally shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentences, paragraph or section.

<b>DULY PASSED AND RESOLVED,</b> by Texas on this 12 <sup>th</sup> day of January, 2021.	the City Council of the City of Farmersville,
	APPROVED:
	Bryon Wiebold, Mayor
ATTEST:	
Sandra Green, TRMC, City Secretary	§.

This Resolution shall take effect immediately from its passage.

Section 4.

#### **EXHIBIT "A"**

#### CITY OF FARMERSVILLE INVESTMENT POLICY

A component part of the overall financial management of the City of Farmersville, Texas is an effective cash management plan. Many factors determine the amount of funds on hand during any fiscal year, but these funds are an important revenue source for the City budget. It is imperative that these funds be managed in such a way as to be responsive to the public need and consistent with a conservative cash management plan. To provide this framework for effective cash management, an Investment Policy and a Statement of Investment Strategy have been prepared.

#### Purpose:

The Investment Policy is authorized by the City Council of the City of Farmersville in accordance with Chapter 2256, Texas Government Code, also known as the Public Funds Investment Act (PFIA). The Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of City funds. All such funds will be managed within the guidelines of this Policy with the exception of pension and other deferred compensation plans that are separately managed. Bond funds, in addition to this Policy, shall be managed in accordance with their issuing documentation and all applicable state and federal law.

This Policy provides a separate written investment strategy for each of the City's funds. Each investment strategy describes the investment objectives for each particular fund according to the following priorities:

- 1) Investment Suitability
- 2) Preservation and Safety of Principal
- 3) Liquidity
- 4) Marketability Prior to Maturity of each Investment
- 5) Diversification
- 6) Yield

#### Annual Review:

The Investment Policy and the Statement of Investment Strategy will be reviewed on an annual basis by the City Council. Revisions and/or amendments will be approved and documented by the City Council. A written document shall attest to the annual review and amendment adoption.

#### Investment Objectives:

The investment of funds will be governed by the following investment objectives, in order of priority:

Preservation and Safety of Principal Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from issuer defaults, erosion of market value, or other risks.

- Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements.
- 2. Public Trust: All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. All employees involved in the investment process shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.
- 3. Yield: The investment portfolio of the City shall be designed to attain a market rate of return throughout budgetary and economic cycles taking into account risk constraints and liquidity needs. Return on investment, while important, is of less importance than safety and liquidity.

#### Authorized Investments:

While the PFIA allows a wide range of eligible investments, the City has chosen to allow only the following, which are more restrictive than the PFIA:

- 1. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act.
- 2. State or local investment pools organized under the Interlocal Cooperation Act, operating in compliance with the P and authorized by the City Council. The investment pool must be rated AAA, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's). The investment objective of the pool must be to maintain a stable dollar net asset value.

#### Prohibited Investments:

The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security that is not authorized by Texas State law, or any direct investment in asset backed or mortgage-backed securities. The City expressly prohibits the acceptance of Interest-only (10) and Principal-only (PO) Collateralized Mortgage Obligations (CMOs) as collateral for bank deposits or repurchase agreements. No transactions may be entered for speculation. No transaction may be entered using leverage.

#### Protection of Principal:

The City shall seek to control the risk of principal loss due to the failure of an issuer or grantor. Such default risk shall be controlled by investing only in the safest types of issuers as defined in the Policy and by collateralization as required by law.

The purchase of individual securities shall be executed by "delivery versus payment" (DVP) method through the City's safekeeping agent. By so doing, City funds are not

released until the City has received, through the safekeeping agent, the securities purchased.

#### Diversification by Investment Type:

When appropriate and applicable, diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. Undue concentrations of assets in a specific maturity sector shall be avoided. Bond proceeds may be invested to comply with Federal arbitrage restrictions or to facilitate arbitrage record-keeping and calculation.

#### Diversification by Investment Maturity:

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

#### Operating Funds Strategy:

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal- All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

#### Debt Service Funds Strategy:

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal- All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to a bolster yield.

Yield - Attaining competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

#### Ensuring Liquidity:

Liquidity shall be achieved by analyzing and anticipating cash flow requirements, by investing in securities with active secondary markets and by maintaining minimum cash equivalent investment balances. An investment may be liquidated or redeemed prior to maturity for the following reasons:

- 1. To meet unanticipated cash requirements
- 2. To re-deploy cash into other investments expected to outperform current holdings
- 3. To otherwise to adjust the portfolio.

#### **Depository Agreements:**

The City will select and designate a qualified primary bank depository in compliance with State law and the City's purchasing policy.

All depository balances shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Depositories will be required to sign a Depository Agreement with the City. The Agreement shall address any concerns in relation to acceptable collateral, levels of collateral, substitution and addition of collateral, and reporting and monitoring of collateral. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

Ш	The Agreement must be in writing;
	The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
	The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
	The Agreement must be part of the Depository's "official record" continuously since its execution.

#### Safekeeping and Custody:

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure financial institution deposits and repurchase agreements.

Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral will be held by a third party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third party bank approved by the City and eligible under State law.

#### Competitive Environment:

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections.

#### Authority to Invest:

The City Manager and Finance Director shall be the Investment Officers. The Investment Officers shall oversee and approve any deposit, withdrawal, investment, transfer, documentation, and otherwise manage City funds according to this Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Investment Policy, the Statement of Investment Strategy, and other operational procedures established by the City Manager.

In order ensure qualified and capable investment management, within twelve (12) months after taking office or assuming duties, each Investment Officer shall attend a training session relating to his/her investment responsibilities and receive not less than ten (10) hours of instruction. On an ongoing basis, all Investment Officers shall receive not less than ten (10) hours of instruction in each subsequent two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will be conducted by an independent source approved by the Investment Committee and must include education in investment controls, security risks, strategy risks, market risks and compliance with the Public Funds Investment Act.

#### Prudent Investment Management:

Each Investment Officer shall perform his/her duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment, shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

#### Standard of Care:

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The PFIA states:

"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

#### Standard of Ethics:

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions. Additionally, an Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any

relationship with the second degree by affinity or third degree of consanguinity to an individual seeking to sell investments to the City.

#### Internal Controls:

The City Manager will establish a system of internal controls that shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by City staff. Controls deemed most important would include, but not be limited to:

- 1. Control of collusion
- 2. Separation of duties
- 3. Custodial safekeeping
- 4. Avoidance of bearer-form securities
- 5. Clear delegation of authority
- 6. Written confirmation of telephone transactions
- 7. Documentation of transactions

As part of the annual audit, the Investment Officers shall facilitate an independent review by the City's external auditor to assure compliance with policies and procedures.

#### Monitoring Market Value:

Market value of all collateral, mutual funds, pools, and securities will be monitored periodically and obtained from a reputable and independent source.

#### Effect of Loss of Rating:

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. At least quarterly, the City shall monitor the rating of all investments, as applicable.

#### Exemption for Existing Investments:

The City is not required to liquidate investments authorized at the time of purchase.

#### Performance:

The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. Weighted average yield to maturity shall be the performance measurement standard.

#### Investment Policy Certification:

All investment providers, including financial institutions, broker/dealers, money market mutual funds, and local government investment pools, must sign a certification

acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy.

#### Reporting:

The Investment Officers shall prepare an investment report monthly in compliance with the PFIA. This report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council.

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding animal control.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Original Contract     ILA Amendment
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



#### Contract Amendment FOURTEEN (14)

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

Vendor:	City of Farmersville		Effective Date	10/01/2020
	205 S. Main St.		Contract No.	10103-09
	Farmersville, TX 75452		Contract	Interlocal Agreement for the Facility
			001111000	Construction and Use of an Animal
				Shelter in Collin County
Awarded by	Court Order No.:	1-	2006-8	91-09-26
Contract Am	endment No.: 13	Court Order No.	2019-10	047-11-11
Contract Am	endment No.: 14	Court Order No.		
	YOU ARE DIRECTED TO MAK	KE THE FOLLOWING AME	ENDMENT TO THIS CONTRAC	CT
Item #1	Agreement shall be in effect from September 30, 2021 at the below		uing through and including	
Item #2	Total amount for fiscal year 2021:	\$10,251.00		
Item #3	Add Force Majeure to Terms and C	conditions:		
	Force Majeure: No party shall be li		ne other party, nor be deeme	ed to have defaulted under
	or breached this Agreement, for ar		• •	
	when and to the extent such failure	•		_
	party's reasonable control, including	-		
	or other civil unrest; actions, emba	-		
		=		
	or national or regional emergency			
	performance is affected by a Force			•
	the occurrence is expected to cont	_	ent errorts to end the failure	or delay and minimize
	the effects of such Force Majeure	Event.		
Except as pro	vided herein, all terms and conditio	ns of the contract remai	in in full force and effect	
and may only	be modified in writing signed by bo	th parties.		
ACCEPTED E	SY:			AUTHORIZED BY
				COLLIN COUNTY
	(Print i	Name)	COMMISSIONE	RS' COURT
City of Farme	ersville		Collin County A	dministration Building
205 S. Main			•	le Rd, Ste 3160
Farmersville			McKinney, Texa	
Tarricisvinc	, 17 19492		Michilliey, 16X	33 730/11
CIONATURE			Michalla Olaana	cald CDDD
SIGNATURE			Michelle Charn	,
TITLE:	-		Purchasing Age	ent
DATE:	_		DATE:	

State of Texas	§	Court Order
Collin County	\$	2019-1047-11-11
Commissioners Court	6	

#### An order of the Collin County Commissioners Court approving an amendment to an agreement.

The Collin County Commissioners Court hereby approves an amendment to the Interlocal Agreement with the City of Farmersville (Agreement No. 10103-09) for the facility construction and use of the animal shelter to extend the contract for one (1) year through and including September 30, 2020, sets the rate for FY2020, and further authorizes the Purchasing Agent to finalize and execute same.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, November 11, 2019.

Chris Hill, County Judge

Not Present

Susan Fletcher, Commissioner, Pct 1

Cheryl Williams, Commissioner, Pct 2

Darrell Hale, Commissioner, Pct 3

Buncan Webb, Commissioner, Pct 4

ATTEST: Stacey Kemp, County Clerk

## AMENDMENT TO FIRST AMENDED INTERLOCAL AGREEMENT FOR THE FACILITY CONSTRUCTION AND USE OF AN ANIMAL SHELTER IN COLLIN COUNTY

This Amendment to the First Amended Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County ("Amendment") is entered into by and among the parties, Collin County, the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the Town of Prosper (sometimes hereinafter collectively referred to as "Parties" or individually referred to as "Party") through their duly authorized officers or employees.

#### RECITALS

- WHEREAS, the Parties entered into an Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County in 2006; and
- WHEREAS, the Parties entered into that certain First Amended Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County dated to be effective as of September 26, 2006 ("Agreement"), which Agreement specifically superseded and replaced all prior agreements between the parties regarding the construction and use of the Shelter in Collin County; and
- WHEREAS, the Parties now desire to amend the Agreement as set forth in this Amendment and to agree as set forth herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- Incorporation of Recitals. The recitals that appear above are found by the Parties to be true
  and correct in all respects and are incorporated into this Amendment by reference.
- 2. <u>Defined Terms</u>. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.
- Amendment to Section 4, "Initial Term/Renewal Term". Section 4, entitled "Initial Term/Renewal Term," of the Agreement is hereby amended by deleting Sections 4.01 and 4.02 replacing said sections in their entirety with new Sections 4.01 and 4.02 to read as follows:
  - "4.01 <u>Initial Term.</u> This Agreement shall commence on November 14, 2006 and shall continue for an initial term of seventeen (17) years, unless terminated earlier as provided in this Agreement or by law.
  - 4.02. <u>Automatic Renewal Term(s)</u>. Unless terminated in accordance with this Agreement or by law or modified because of additional construction.

this Agreement will automatically renew for a "Renewal Term" following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the Renewal Term shall be for a period of five (5) years, upon the same terms and conditions contained in this Agreement or as modified by subsequent agreements between the Parties, and shall automatically renew and continue for additional Renewal Terms until such time as the Parties explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal three hundred sixty-five (365) days prior to the automatic renewal date."

- 4. Amendments to Section 9, "Operation of Facilities". Section 9, entitled "Operation of Facilities," of the Agreement is hereby amended by and through the amendment of the following Sections:
  - (a) Section 9.01, "Operating Committee Authority," is hereby deleted in its entirety and replaced with a new Section 9.01 that is also entitled "Operating Committee Authority" to read as follows:
    - "9.01 Operating Committee Authority. The Operating Committee shall be entitled to make nonbinding recommendations regarding: (a) ongoing operational issues, including scheduling, replacement of furniture and equipment, problems associated with breakage of personal property and fixtures, and related issues; and (b) the annual apportionment of Shelter Operating Expenses among the Parties and for making any adjustments that will result in a true apportionment of costs based on the actual benefit to and use by each Party of the Shelter."
  - (b) Sections 9.10.2, entitled "Maintenance and Operation Payments," and 9.10.2.1, entitled "Adjusted Maintenance and Operation Payments," are hereby deleted in their entirety and replaced with a new Section 9.10.2 that is also entitled "Maintenance and Operation Payments" and a new Section 9.10.2.1 entitled "Adjusted Maintenance and Operation Payments," which Sections shall read as follows:
    - "9.10.2 Maintenance and Operation Payments. A portion of each Party's Quarterly Payment shall be designated as Maintenance and Operation Payments for the Shelter, such payments being derived from the Shelter Operating Expenses incurred as a result of the operation of the Shelter. For the period beginning on the Effective Date of this Agreement and ending upon the termination of this Agreement, the Maintenance and Operation Payments due by each Party will be shared on a pro-rata basis on the basis of the Parties' respective populations as set forth in the North Central Texas Council of Government population estimates. The Maintenance and Operation Payments due from any Party not included in

the North Central Texas Council of Government population estimates will be based on a flat fee at rates set by the County.

9.10.2.1 Adjusted Maintenance and Operation Payments. The estimated Maintenance and Operation Payments that are anticipated to be due by each Party for the first year of Shelter operations are fully set forth in the Shelter Operations Budget, attached as "Exhibit B". Following the expiration of the first year of Shelter operations, the amount of each Party's subsequent Maintenance and Operation Payments will be adjusted on an annual basis in accordance with the greater of (.1) changes in the North Central Texas Council of Government population estimates or (.2) the Animal Intake Rates by each Party, as applicable, and calculated on the actual Shelter Operating Expenses incurred in connection with the operation of the Shelter."

## (c) A new Section 9.10.4 entitled "Shelter Capital Improvements Fund Payments," including Sections 9.10.4.1, 9.10.4.2, and Sections 9.10.4.2.1 through 9.10.4.2.3 are hereby adopted to read as follows:

Shelter Capital Improvements Fund Payments. On at least an annual basis the Operating Committee, with the assistance of the Parties, shall evaluate the physical condition of the Shelter to identify any permanent structural changes that need to be made to the Shelter or physical aspects of the Shelter that need restoration which will either enhance the Shelter's use as an animal shelter or increase its useful life as an animal shelter (collectively, "Capital Improvements"). If the Operating Committee determines that Capital Improvements are necessary, the Operating Committee shall prepare a written plan and estimated budget for the proposed Capital Improvements and forward such plan and estimated budget to the Commissioners Court for its consideration. Commissioners Court will have the final authority on whether or not to move forward with the Capital Improvements recommended by the Operating Committee, but in making such decisions may solicit input from the other Parties' governing boards as to their willingness to budget and appropriate funding so as to share proportionately in the costs of the proposed Capital Improvements.

If approved by the Commissioners Court and the governing boards of the other Parties, each Party hereto agrees to pay on an annual basis a new Shelter Capital Improvements Fund Payment for the purpose of funding (either up front or over time) the costs of necessary Capital Improvements that are identified and approved by both the Operating Committee and the Commissioners Court.

For those Capital Improvements that are initially approved by the Operating Committee and the Commissioners Court, the total annual amount of Capital Improvements Fund Payments due and payable by the respective Parties shall be subject to approval by the governing boards of the Parties. Capital Improvements Fund Payments shall be allocated on a proportionate basis to the Parties in accordance with the terms and conditions described herein. No portion of a Party's Shelter Capital Improvements Fund Payment shall be used to pay depreciation, interest or principal payments on mortgages or other debt costs, if any. In addition, no portion of a Party's Shelter Capital Improvements Fund Payment shall be used to pay for any expenditure save and except the specific Capital Improvements recommended by the Operating Committee and approved by the governing boards of the Parties.

Each Party warrants that, as of the Effective Date of the Amendment establishing this Section, it has appropriated and has committed funds in the amount of its approved Shelter Capital Improvements Fund Payment requirements to the extent such payments will become due during the Party's current fiscal year. Each Party further warrants that it will make every reasonable effort in the future to appropriate and commit funds in the amount of its anticipated Shelter Capital Improvements Fund Payment that will become due during any subsequent fiscal year subject to the Party's right to terminate this Agreement pursuant to Section 10.12.

Each Party hereby covenants and agrees to pay promptly when due all approved Shelter Capital Improvements Fund Payments, all adjustments to such payments, and any other charges payable to the County under the provisions of this Agreement. Each Party agrees that any approved Shelter Capital Improvements Fund Payment due to the County which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Tex. Gov't Code § 2251.025) from the date due until paid.

All Party payments received shall be expended by County solely for reimbursement of costs for Capital Improvements that have been initially approved by both the Operating Committee and the Commissioners Court, and thereafter approved by the Parties respective governing boards. County shall track receipts and expenditures through its existing project code system (or any similar tracking system) to enable the Parties to verify that all Party payments received are expended by the County solely for reimbursement of the Capital Improvements. County shall maintain a separate Shelter Capital Improvements Fund Payments account for the Shelter.

9.10.4.1 Calculation of Shelter Capital Improvements Fund Payments for approved Capital Improvements. Beginning on the Effective Date of the Amendment establishing this Section, the Shelter Capital Improvements Fund Payments due from each Party will be shared on a pro-rata basis, calculated on the basis of the Parties' respective populations as set forth in the North Central Texas Council of Government population estimates. The Shelter Capital Improvements Fund Payments due from any Party not included in the North Central Texas Council of Government population estimates will be based on a flat fee at rates set by the County.

Payments. The estimated Shelter Capital Improvements Fund Payments. The estimated Shelter Capital Improvements Fund Payments that are anticipated to be due by each Party for the year following the Effective Date of the Amendment establishing this Section are set forth in "Exhibit G," attached hereto. On the first anniversary of the Effective Date of the Amendment establishing this Section and for each subsequent year thereafter, the amount of each Party's Shelter Capital Improvements Fund Payments will be adjusted on an annual basis in accordance with changes in the North Central Texas Council of Government population estimates, and calculated based on the actual Capital Improvements costs incurred.

9.10.4.2.1 Review. Each year the County shall review and compare the total budgeted amount of the Shelter Capital Improvements expenses to the actual Shelter Capital Improvements expenses that were incurred by the County during the preceding fiscal year. Such review shall be conducted and all calculations computed by January 31st. The County will rely on the County Auditor's closing financial statements to determine the actual Shelter Capital Improvements expenses that were incurred by the County during the preceding fiscal year.

9.10.4.2.2 Surplus. If the aggregate Shelter Capital Improvements Fund Payments as budgeted and collected for the preceding fiscal year are greater than the Shelter Capital Improvements expenses for that fiscal year, the County shall promptly notify each Party of the overage and of such Party's proportionate share of the overage. The overage amounts shall be credited to the Parties in accordance with such Party's proportionate share of the payments it made to the County as compared to the preceding year's overage, with such credits beginning on May 1st of the subsequent fiscal year. In no event shall a Party be entitled to a

proportionate share of the Overage if the Party did not pay money to the County that contributed to the Overage.

9.10.4.2.3 Deficit. If the Shelter's aggregate Shelter Capital Improvements Fund Payments as budgeted and collected for the preceding fiscal year are less than the Shelter Capital Improvements expenses for that fiscal year, the County shall promptly notify each Party of the deficit and of such Party's proportionate share of the total amount of such deficit. Each Party shall thereafter pay to the Shelter Capital Improvements fund account such Party's proportionate share of the preceding year's deficit as an additional payment due hereunder within thirty (30) days of the date of an invoice from the County reflecting the amount due by such Party subject to the availability of funds for such purpose."

 Amendment to Section 10, "Termination". Section 10, "Termination," of the Agreement is hereby amended by deleting Section 10.12, "By a City," and replacing said section with a new Section 10.12 also entitled "By a City" to read as follows:

"10.12 By a City. Any City that is a Party to this Agreement may voluntarily terminate its rights and obligations under this Agreement, if at any time such City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate this Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties."

"10.12.1 No Refund of Shelter Operating Expense. No prior payments shall be refunded to any City that voluntarily terminates its rights and obligations under this Agreement to the extent that such prior payments have been committed to and used exclusively in accordance with the terms of this Agreement for Shelter Operating Expenses incurred as a result of the operation of the Shelter. If, however, a surplus of money exists in the Shelter Operations Budget at the end of the then applicable fiscal year, a proportionate share of such overage based on the contributions of the then participating Parties shall be refunded to any City that voluntarily terminates its rights and obligations under this Agreement for the then-current fiscal year under Section 9.10.2."

"10.12.2 Refund of Shelter Capital Improvements Fund Payment. Any City that is a Party to this Agreement and voluntarily terminates its rights and obligations under this Agreement shall have refunded to it on or before the date of termination any and all

payments made by such City to the Shelter Capital Improvements Fund Payment account to the extent that such money has (a) NOT been previously refunded to said City as an overage under Section 9.10.4.2.2 herein-above, (b) NOT actually been expended for one or more specific Capital Improvements recommended for approval by the Operating Committee and approved by the governing boards of the Parties, or (3) NOT been committed for expenditure by a fully executed written contract entered into before the City's notice of termination and which fully executed written contract is for one or more specific Capital Improvements recommended for approval by the Operating Committee and approved by the governing boards of the Parties.

Notwithstanding the foregoing and anything contained herein to the contrary, any City that is a Party to this Agreement and voluntarily terminates its rights and obligations under this Agreement shall have no further responsibility or liability for any additional payments to the Shelter Capital Improvements Fund Payment following the effective date of such City's termination of this Agreement."

- Ratification. The Parties hereby ratify and confirm that all of the terms, provisions, covenants and conditions of the Agreement remain in full force and effect, except as amended in this Amendment.
- Controlling Agreement. To the extent that any provision contained in this Amendment conflicts with the Agreement, the provision contained in this Amendment shall supersede and control over the conflicting provision contained in the Agreement.
- 8. Entire Agreement/ Amendment. This Amendment and the Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Amendment may not be modified or terminated except by the written agreement of the Parties.
- 9. Authority to Execute. The individuals executing this Amendment on behalf of the respective Parties below represent that all appropriate and necessary action has been taken to authorize the individual who is executing this Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- Counterparts. This Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment. An electronic mail or facsimile signature will

also be deemed to constitute an original if properly executed and delivered to the other Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment and caused this Amendment to be effective when all the Parties have signed it. The date this Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Amendment ("Effective Date").

COLLIN COUNTY, TEXAS	CITY OF ANNA, TEXAS
Milely Ka	Ву:
BY: Michalyndains NAME: Purtesing Agent 11/4/19	BY:
Name:Title:	Name:Title:
TITLE: City Manager Date:	TITLE: City Manager Date:
Attest:	Attest:
CITY OF CELINA, TEXAS	CITY OF FARMERSVILLE, TEXAS
Ву:	Joek Randall Rice
BY:NAME:	BY: Mayor NAME: 9-10-19
Name:	Name: Z
mendment to First Amended Animal Shelter Interlocal	Agreement Page 9 of 1

Title:	Title: City Manager
TITLE: City Manager Date:	Date: 9-10-19
Attest:	Attest: Sedenther Pille: City Secretary
CITY OF FRISCO, TEXAS	CITY OF LOWRY CROSSING, TEXAS
Ву:	By:
BY:NAME:	BY:
Name:Title:	Name:
TITLE: City Manager Date:	TITLE: City Manager Date:
Atlest:	Attest:

TOWN OF FAIRVIEW, TEXAS	CITY OF McKINNEY, TEXAS
Ву:	By:
BY:NAME:	BY:
Name:	Name: Title:
TITLE: City Manager Date:	TITLE: City Manager Date:
Attest:	Attest:
CITY OF MELISSA, TEXAS	CITY OF PRINCETON, TEXAS
Ву:	Ву:
BY:	BY:NAME:
Name: Title:	Name:Title:
TITLE: City Manager Date:	TITLE: City Manager Date:

Attest:	Attest:
Title:	Tide:
CITY OF PROSPER, TEXAS	
Ву:	
BY:NAME:	
Name:Title:	
TITLE: City Manager Date:	
Attest:	
Title:	

PZIIIBIL C

#### FY 2020 Animal Shelter Billing Worksheet

					Larger Entiti	es	/ Original	E	ntities				
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Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding the Rike Library.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	ILA
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> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

#### THE STATE OF TEXAS

#### **COUNTY OF COLLIN**

## INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF COLLIN AND THE CITY OF FARMERSVILLE REGARDING THE CHARLES J. RIKE MEMORIAL LIBRARY

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY" and the City of Farmersville, a political subdivision of the State of Texas; hereinafter referred to as the "CITY".

H.

#### The **COUNTY** and the **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The CITY is a duly organized political subdivision of the State of Texas engaged in the administration of City government and related services for the benefit of the citizens and residents of the City of Farmersville.

The Charles J. Rike Memorial Library, hereinafter referred to as the "LIBRARY", is a department of the City established by the City Council for administering and providing library services for the general public in Farmersville and Collin County, Texas.

The undersigned officers or agents of the COUNTY and the CITY are properly authorized officials and agents and each has the necessary authority to execute this agreement on behalf of the COUNTY and CITY and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** for the benefit of the **LIBRARY** in the amount of \$37,774.00 for the 2021 fiscal year (October 1, 2020 through September 30, 2021) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2021:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Farmersville residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Farmersville residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **CITY** by the **COUNTY** under the terms of this agreement shall be used solely for library services to the public.

The CITY shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the LIBRARY and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The CITY shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the CITY, the COUNTY agrees to pay to the CITY for the full performance of this agreement the annual amount of \$37,774.00. The CITY understands and agrees that payment by the COUNTY to the CITY shall be made in accordance with the normal and customary processes and business procedures of the COUNTY, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The CITY is not given authority by this contract to place the COUNTY under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the COUNTY for the purpose of incurring liability. The CITY does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the COUNTY.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

COLLIN COUNTY	
SIGNATURE: Chris Hill, Collin County Judge	Date
CITY OF FARMERSVILLE	
SIGNATURE:	Data
PRINT NAME:	Date —
TITLE:	

Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Consider, discuss and act upon a contract extension for Eddie Peacock, PLLC for financial support services.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	Original Contract     Contract Extension
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> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>

### **City of Farmersville**

Proposal to Provide Interim Support

July 18, 2020

**Eddie Peacock, PLLC** 

# Eddie Peacock, PLLC 102 Brookside Drive Grapevine, Texas 76051

July 18, 2020

Daphne Hamlin
City of Farmersville

Dear Ms. Hamlin:

Thank you for inviting the firm of Eddie Peacock, PLLC to provide this proposal for professional services to the City of Farmersville. I have created the attached proposed scope of services based on the information you have provided and my understanding of your requirements.

This proposal serves as an engagement letter to clarify the scope of services and the responsibility of Edward B. Peacock in this effort.

You will note that my services extend only to providing interim staff support and training services, from financial information provided to me by the City of Farmersville. I do not provide any auditing on these amounts or any assurances or opinions on the financial information. I will rely on the City of Farmersville for the accuracy of information provided.

The attached proposal is submitted for your review.

Sincerely,

Edward B. Peacock, CPA

Eluan B. Percock

Fiscal Consultant

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this 2020, by and between the City of Farmersville, Texas ("Client") and Eddie Peacock, PLLC, with offices at 102 Brookside Drive, Grapevine, Texas 76051.

WHEREAS, EDDIE PEACOCK, PLLC is in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters;

WHEREAS, Client desires to engage EDDIE PEACOCK, PLLC for a project relating to the above mentioned and other areas of expertise;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDDIE PEACOCK, PLLC agree as follows:

# 1. EDDIE PEACOCK, PLLC's Engagement

- (a) Client hereby engages EDDIE PEACOCK, PLLC and EDDIE PEACOCK, PLLC and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Appendix "A" (attached), and hereby made a part of this document by reference.
- (b) EDDIE PEACOCK, PLLC shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDDIE PEACOCK, PLLC shall maintain liaison with the City Secretary or such other employee of Client as Client may designate.

## Scope of Engagement and Fees

- (a) EDDIE PEACOCK, PLLC services will generally fall within those required to provide staff support and training. The productivity of the EDDIE PEACOCK, PLLC personnel will be reliant on Client staff's efficient use of resources and management of priorities and projects. On site days to be scheduled at the request of the Finance Director and subject to the availability of EDDIE PEACOCK, PLLC.
- (b) The work may be on site or in consultation via remote connection, phone, fax or email. At the conclusion of the term, EDDIE PEACOCK, PLLC will provide options for the City to extend or renew this agreement. The fees will be charged per the following schedule:

Eddie Peacock: \$120/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

(c) Clerical services provided by the firm of Edward B. Peacock CPA and not performed by Edward B. Peacock shall bill at the rate of Sixty-Five Dollars (\$65.00) per hour, plus round-trip mileage at the current IRS rate. Edward B. Peacock shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise

To meet the anticipated needs of the Client, Eddie Peacock, PLLC estimates to spend no more than the following time over the designated period:

Edward B. Peacock: 96 hours

The total compensation to EDDIE PEACOCK, PLLC is estimated not to exceed \$12,000, unless additional time is charged due to acts, requests, or demands by Client. Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours.

The City will be invoiced weekly for the hours worked; with payment terms due within ten (10) days of receipt.

# 3. Independent Contractor Status

EDDIE PEACOCK, PLLC shall be an independent contractor and EDDIE PEACOCK, PLLC acknowledges, and confirms to client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDDIE PEACOCK, PLLC will be solely responsible for payment of any and all taxes and insurance. EDDIE PEACOCK, PLLC will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

### 4. Power to Act on Behalf of Client

EDDIE PEACOCK, PLLC shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDDIE PEACOCK, PLLC may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

#### 5. Payment

Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours, unless otherwise specified in this document, based upon the rates identified in Section 2(b) above. EDDIE PEACOCK, PLLC will submit an invoice on a weekly basis. Payment is due no more than 10 days following the date the invoice is submitted by EDDIE PEACOCK, PLLC to Client.

#### Expenses

EDDIE PEACOCK, PLLC will be responsible for all out-of-pocket expenses, except for out of town travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDDIE PEACOCK, PLLC. EDDIE PEACOCK, PLLC shall not incur such expenses without the express approval, in advance, of Client.

### EDDIE PEACOCK, PLLC's Covenants

EDDIE PEACOCK, PLLC covenants to Client as follows:

- (a) EDDIE PEACOCK, PLLC will comply at all times with all applicable laws and regulations of any jurisdiction in which EDDIE PEACOCK, PLLC acts;
- (b) EDDIE PEACOCK, PLLC will comply with all applicable policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of Client;
- (c) EDDIE PEACOCK, PLLC will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;
- (d) EDDIE PEACOCK, PLLC shall not use Client's name in any promotional materials or other communications with third parties without Client's prior consent; and
- (e) EDDIE PEACOCK, PLLC is legally authorized to engage in business in the United States and will provide Client satisfactory evidence of such authority upon request.

## Confidentiality

During the course of carrying out the Project, EDDIE PEACOCK, PLLC may have access to Confidential Information that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by EDDIE PEACOCK, PLLC only to assist EDDIE PEACOCK, PLLC in connection with the Project;
- (b) EDDIE PEACOCK, PLLC will protect the confidentiality of the Confidential Information in the same manner that EDDIE PEACOCK, PLLC protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDDIE PEACOCK, PLLC and Client's personnel and EDDIE PEACOCK, PLLC shall not disclose Confidential Information to any third party;
- (c) The Confidential Information may not be copied or reproduced without Client's prior written consent;

- (d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDDIE PEACOCK, PLLC, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and
- (e) Nothing in this Agreement shall prohibit or limit EDDIE PEACOCK, PLLC's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to EDDIE PEACOCK, PLLC's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDDIE PEACOCK, PLLC of this Agreement.
- (f) Due to the EDDIE PEACOCK, PLLC's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

# Ownership

All materials prepared by EDDIE PEACOCK, PLLC for Client pursuant to this Agreement shall be owned exclusively by Client and EDDIE PEACOCK, PLLC hereby assigns to Client all rights in such materials and copyrights therein

# 10. Indemnification

EDDIE PEACOCK, PLLC and Client, to the extent allowed by Texas law, shall indemnify and hold each other, their employees and agents, harmless from and against any claims, demands, loss, damage or expense (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of each other, (ii) resulting from any claim that EDDIE PEACOCK, PLLC is not an independent contractor, (iii) incurred by Client based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Client infringes any copyright, trade secret or other proprietary right of any third party or (iv) resulting from a breach by EDDIE PEACOCK, PLLC of the covenants under Section 7.

#### 11. <u>Term</u>

This Agreement shall be effective as of \_\_\_\_\_\_\_, 2020 and shall terminate on December 31, 2020, unless the term hereof is extended pursuant to express written agreement of the parties or unless previously terminated as provided in Section 12 below.

#### 12. Termination

(a) Client may, upon giving fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or

condition of this Agreement, provided EDDIE PEACOCK, PLLC shall not have cured such breach within the fourteen (14) day period.

- (b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 7 are received, Client may terminate this Agreement without notice.
- (c) Either party may at any time terminate this Agreement upon giving thirty (30) days' written notice to the other party.
- (d) In the event this Agreement is terminated, EDDIE PEACOCK, PLLC shall be entitled to payment of all fees, as provided in Sections 4 and 5 respectively, incurred prior to the effective date of such termination.
- (e) Upon termination of this Agreement for any reason, EDDIE PEACOCK, PLLC will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDDIE PEACOCK, PLLC under this Agreement and all materials provided to EDDIE PEACOCK, PLLC by Client in connection with this Agreement.

### 13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

#### Governing Law

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

### Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

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

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

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

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

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

## 16. No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the CONSULTANT is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the CONSULTANT verifies by its signature on this Contract that the CONSULTANT does not boycott Israel and will not boycott Israel during the term of this contract."

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

City of Farmersville, Texas

Зу: \_\_\_\_\_\_\_\_

Date: 9-8-2020

Eddie Peacock, PLLC

Edward B. Peacock

Ву:

Date: August 1, 2020

# Eddie Peacock, PLLC 102 Brookside Drive Grapevine, Texas 76051

December 29, 2020

Daphne Hamlin City of Farmersville

Dear Daphne:

According to our extended contract and engagement letter for interim financial support services, the term will expire unless we agree in writing, as noted below:

#### 11. <u>Term</u>

This AGREEMENT shall be effective as of July 2020 and shall terminate on December 31, 2020, unless the term hereof is extended pursuant to express written AGREEMENT of the parties or unless previously terminated as provided in Section 12 below.

Upon execution, this letter serves as written agreement to extend the term of our contract to February 28, 2021. It is also hereby agreed that all other provisions of our contract, dated September 8, 2020, are incorporated herein by reference for all purposes allowed by law.

I am happy to continue this service and provide the City of Farmersville the additional financial management support. Thank you for your confidence and your continued business.

	City of Farmersville, Texas		Eddie Peacock, PLLC	
Ву:	·	By:	Edward B. Pearock	
Date:		Date:	December 29, 2020	

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Agenda Section	Regular Agenda
Section Number	VIII.F
Subject	Update on the Development Agreements with Patriot Concrete and Nelson Bros. Concrete.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
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> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VIII.G
Subject	Update on the Council Chambers audio visual equipment.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
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> <li>Motion/second/vote</li> <li>□ Approve</li> <li>□ Approve with Updates</li> <li>□ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>□ Approve</li> <li>□ Disapprove</li> <li>• Move item to a future agenda.</li> <li>• No motion, no action</li> </ul>

Agenda Section	Regular Agenda
Section Number	VIII.H
Subject	Discussion regarding the possibility, time frames and steps of becoming a Home Rule City.
То	Mayor and Council Members
From	Ben White, City Manager
Date	January 12, 2021
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cycouncil meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>

IX. Requests to be Placed o	n Future Agendas

