



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
February 23, 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 www.blizz.com, 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.

1. **Dial-in Phone Number: [\(646\) 769-9101](tel:6467699101)**
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 [158-247-58](#)
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.

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. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

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

V. INFORMATIONAL ITEMS

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

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to

individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City's related operation:

- A. City Amenities Board
 - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report
- 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. 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-2021-0309-001 regarding changing the name of College Avenue in Camden Park Phase 3.

VII. REGULAR AGENDA

- A. Consider, discuss and act upon the minor plat of the Brunswick Addition, Lot 1 & 2, Block A.
- B. Consider, discuss and act upon the minor plat of the Hall 613 Addition, Lot 1 & 2, Block 1.
- C. Consider, discuss and act upon the final plat of the Mosley 2194 Addition, Lot 1, Block 1.
- D. Consider, discuss and act upon Resolution #R-2021-0223-001 regarding the CAT Financial Modification Agreement for backhoe leases.
- E. Consider, discuss and act upon allowing City Manager, Ben White, to sign the contract and documents for the Wastewater Treatment Plant 1 trickling arm filter.
- F. Update regarding the inclement weather in the City of Farmersville.

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. ADJOURNMENT

Dated this the 18th day of February, 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 February 18, 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

FEBRUARY 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 Parks & Recs Board Meeting 5:00 pm (Cancelled)	5	6 Farmersville Market 9:00 am
7 Farmersville Marketing University 1:00 p.m	8 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	9 City Council Meeting 6:00 pm	10	11 Parks & Recs Board Meeting 5:00 pm	12 Last Day to file application for place on the ballot for the May 1 st General Election by 5:00 pm	13
14	15 City Hall Closed – President's Day	16 Historic Preservation Ad Hoc Committee Meeting 6:00 pm	17	18 FEDC (4A) Meeting 6:30 pm	19	20
21	22 P&Z Meeting 6:00 pm	23 City Council Meeting 6:00 pm	24	25 City Amenities Board Meeting 4:00 pm	26	27
28						

MARCH 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 Parks & Recs Board Meeting 5:00 pm	5	6 Farmersville Market 9:00 am
7	8 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	9 City Council Meeting 6:00 pm	10	11	12	13
14	15 P&Z Meeting 6:00 pm	16	17	18 FEDC (4A) Meeting 6:30 pm	19	20
21	22	23 City Council Meeting 6:00 pm	24	25 City Amenities Board Meeting 4:00 pm	26	27
28	29	30	31			

APRIL 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Parks & Recs Board Meeting 5:00 pm	2 City Hall Closed -- Good Friday	3 Farmersville Market 9:00 am
4	5	6	7	8	9	10
11	12 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	13 City Council Meeting 6:00 pm	14	15 FEDC (4A) Meeting 6:30 pm	16	17
18	19 P&Z Meeting 6:00 pm Early Voting 8-5	20 Early Voting 8-5	21 Early Voting 8-5	22 City Amenities Board Meeting 5:30 pm Early Voting 8-5	23 Early Voting 8-5	24 Early Voting 8-5
25	26 Early Voting 7-7	27 City Council Meeting 7:30 pm Early Voting 7-7	28	29	30	

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)
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 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 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

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

Agenda Section	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 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
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
February 9, 2021, 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, Kim Morris, Charles Kirk, Michael Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Rick Ranspot, Farmersville Warrant Officer, followed by the pledges to the United States and Texas flags.
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed on Monday, February 15th in observance of Presidents' Day.
 - Mayor Wiebold stated he received a letter from the University of North Texas that informed him City Secretary, Sandra Green, graduated from the Texas Municipal Clerk's Certification Program to become a Texas Registered Municipal Clerk.

II. PUBLIC COMMENT ON AGENDA 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. CONSENT AGENDA

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A. City Council Minutes

B. Public Works Report

C. City Manager's Report

- Craig Overstreet pulled the Public Works Report.
 - Motion to approve items A & C made by Craig Overstreet
 - 2nd to approve was Mike Henry
 - All council members voted in favor, except Dwain Mathers who abstained
- Craig Overstreet asked about the galvanized lines and ask how much linear feet there was and what the cost would be to replace them. He suggested there be a report at a future meeting. He also asked about the sewer line at the southwest corner of Camden Phase 3 and the possible overflow issue.
- Ben White stated it was not the sewer, but the drainage ditch. He said it dries up in the summer, but it is not drying up now. They are going to add some clay in there to help it dry up.
- Craig Overstreet asked about demolishing the auxiliary buildings at the Cotton Gin.
- Ben White stated the right-of-way for Hamilton Street was exchanged for the demolition of the buildings.
- Craig Overstreet asked about the time frame for the panel replacement on Welch Dr.
- Ben White indicated it would be sometime in this budget year.
- Craig Overstreet said thank you to the Centennial Committee for providing the funds to remodel the Civic Center.
 - Motion to approve the Public Works Report made by Craig Overstreet
 - 2nd to approve was Mike Henry
 - All council members voted in favor, except Dwain Mathers who abstained

V. INFORMATIONAL ITEMS

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

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

- A. City Amenities Board
 - 1. Minutes
 - 2. Possible Council Liaison Report
 - Terry Williams said they are still working on the rules for reopening the Senior Citizens Center.
- B. Farmersville Community Development Board (Type B)
 - 1. Financials
 - 2. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
 - 1. Minutes
 - 2. Financials
 - 3. Possible Council Liaison Report
- D. Main Street Board
 - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
 - 1. Possible Council Liaison Report

- F. Planning & Zoning Commission
 - 1. Minutes
 - 2. 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 a recommendation from the Planning & Zoning Commission and Ordinance #O-2021-0209-001 regarding certain proposed amendments to the Farmersville Comprehensive Plan dated January, 2013, including proposed amendments to: (a) Chapter 3, titled "Land Use," including the Future Land Use Plan and the Land Use Type Descriptions for land uses identified on the Future Land Use Plan; (b) Chapter 4, titled "Transportation," and particularly Paragraph B, titled "Master Thoroughfare Plan," including the Master Thoroughfare Plan now identified as the "2020 Major Thoroughfare Plan" together with the text of Paragraph B of Chapter 4 making the appropriate name changes throughout; (c) Chapter 4, titled "Transportation," and particularly Paragraph F, titled "Trail System," including the "Trail Master Plan"; and (d) such other amendments as maybe necessary to Chapter 6, titled "Parks and Open Space," as it relates particularly to Paragraph A, "Summary of Existing Parks" and the "Chaparral Trail Audie Murphy Trailhead."

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE FARMERSVILLE COMPREHENSIVE PLAN DATED JANUARY, 2013, BY AND THROUGH THE AMENDMENT OF CHAPTER 3, ENTITLED "LAND USE," BY AMENDING THE FUTURE LAND USE PLAN AND THE LAND USE TYPE DESCRIPTIONS FOR LAND USES IDENTIFIED ON THE FUTURE LAND USE PLAN; BY AND THROUGH THE AMENDMENT OF CHAPTER 4, ENTITLED "TRANSPORTATION," BY AMENDING SECTION B, ENTITLED "MASTER THOROUGHFARE PLAN," BY AMENDING THE MASTER THOROUGHFARE PLAN NOW IDENTIFIED AS THE "2020 MAJOR THOROUGHFARE PLAN" TOGETHER WITH THE TEXT OF SECTION B OF CHAPTER 4 TO MAKE THE APPROPRIATE NAME CHANGES THROUGHOUT; BY AND THROUGH THE AMENDMENT OF CHAPTER 4, ENTITLED "TRANSPORTATION," BY AMENDING SECTION F, ENTITLED "TRAIL SYSTEM," BY AMENDING THE "TRAIL MASTER PLAN"; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR**

PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

- Mayor Wiebold opened the public hearing at 6:07 p.m. and asked if anyone wanted to speak for or against the item.
- No one came forward, so he closed the public hearing at 6:08 p.m.
- Craig Overstreet asked where we were in the approval process of the maps.
- Ben White stated the maps and land use types would be incorporated into the current Comprehensive Plan. He said we will now start the rewrite of the plan and reach out to other boards for assistance.
- Craig Overstreet asked if it came with any recommendations or changes from the Planning & Zoning Commission.
- Ben White stated we changed the road name type to Principal and it was changed to 6 lanes only instead of 4-6 lanes. He also explained that one street was removed.
- Dwain Mathers asked if the Council was approving this at this meeting.
- Ben White stated that is what he would like to see happen so it could be included into the current Comprehensive Plan. He said it would also include the future land use types.
- Dwain Mathers asked if the city could make changes to the plan moving forward.
- Ben White stated it is good to review the Comprehensive Plan and maps every five years or so.
- Mayor Wiebold said he wanted to commend Ben White and Kevin Casey on working two days at workshops for citizens to view these plans. He also asked what these plans could do for the economic development of the city.
- Ben White explained that it is very important. He said this plan has a lot of balance to it that is unique and several uses that are spread out.
- Mayor Wiebold stated this is a living document and can be changed in the future if necessary.
- Ben White indicated that was correct.
 - Motion to approve made by Mike Henry
 - 2nd was made by Jim Hemby
 - All council members voted in favor, except Dwain Mathers who abstained

VII. READING OF ORDINANCES

- A. Consider, discuss, and act upon the first and only reading of Ordinance #O-2021-0209-002 regarding Darrell and Sandra Hall's petition requesting inclusion of land into the City of Farmersville's Extra Territorial Jurisdiction (ETJ).

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ACCEPTING LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE; PROVIDING FOR TERMS AND CONDITIONS REGARDING ACCEPTING LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE; PROVIDING FOR THE FILING OF THIS ORDINANCE WITH THE COLLIN COUNTY CLERK AND THE UPDATING OF THE CITY'S OFFICIAL MAP; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

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

- Ben White stated this is a case where a property owner is trying to plat and half of their land is in the extraterritorial jurisdiction and the other half is in the county. This ordinance and petition is required in order to include all their property in our extraterritorial jurisdiction to make platting easier.
 - Motion to approve made by Terry Williams
 - 2nd was made by Jim Hemby
 - All council members voted in favor, except Dwain Mathers who abstained
- B. Consider, discuss and act upon the first and only reading of Ordinance #O-2021-0209-003 calling a general election for May 1, 2021 to elect Councilmember Place 1, Councilmember Place 3, and Councilmember Place 5.

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CALLING A GENERAL ELECTION FOR MAY 1, 2021 TO ELECT COUNCILMEMBER PLACE 1, COUNCILMEMBER PLACE 3 AND COUNCILMEMBER PLACE 5; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR RUNOFF ELECTION; PROVIDING FOR DESIGNATING POLLING PLACES; PROVIDING FOR EARLY VOTING, NOTICES AND OTHER MATTERS RELATING TO SAID ELECTION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

This Ordinance shall be effective immediately upon adoption.

- Motion to approve made by Terry Williams
 - 2nd was made by Mike Henry
 - All council members voted in favor, except Dwain Mathers who abstained
- D. Consider, discuss and act upon the first reading of Ordinance #O-2021-0223-001 regarding changing the name of College Avenue in Camden Park Phase 3.
- Mayor Wiebold read the caption of the ordinance.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CHANGING THE NAME OF "COLLEGE AVENUE" BETWEEN BROWN AVENUE AND PROVIDENCE AVENUE IN PHASE 3 OF THE CAMDEN PARK ADDITION AS SHOWN ON EXHIBIT "A"; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.
 This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law
 - Ben White explained Council just needed to choose a name to change College Avenue to so it would not be confused with College Street that already exists.
 - Mayor Wiebold suggested naming the street Bob Collins for his efforts for planning and serving at Collin College.
 - Terry Williams made a motion to accept Bob Collins as the name of the street.
 - Dwain Mathers asked if all the rest of the streets are universities.
 - Ben White stated they were.
 - Dwain Mathers stated it needed to stay related to a college. He said he recommended naming the street after Jim Foy at the last meeting and it was shot down.
 - Craig Overstreet stated they needed time to think about a new name for the street.
 - Motion to table made by Craig Overstreet
 - 2nd was made by Mike Henry
 - All council members voted in favor, except Dwain Mathers who abstained

VIII. REGULAR AGENDA

- A. Consider, discuss and act upon Resolution #R-2021-0209-001 supporting the submission of a grant application for the Criminal Justice Grant for the Camera Upgrade Grant.
- Chief Sullivan stated the departments body cameras and in-car cameras are about five years old and are outdated. He said they are applying for a grant to receive the funding for the cameras.
 - Motion to approve made by Mike Henry
 - 2nd to approve was Jim Hemby
 - All council members voted in favor, except Dwain Mathers who abstained.
- B. Consider, discuss and act upon a contract with Collin County Elections for conducting the May 1, 2021 general election.
- Sandra Green stated this is a contract we do every year if we want to have a joint election with Collin County. She explained the cost is \$1,500.00 because they contract with several different entities and the cost for us is based on population. She indicated that staff is recommending approval.
 - Craig Overstreet asked if an election in November would cost the city approximately \$11,000.00 or more.
 - Sandra Green explained it would cost a lot due to the city holding a special election and not holding a joint election with the other entities. The city would have to pay all the costs for the election.
 - Motion to approve made by Jim Hemby
 - 2nd to approve was Craig Overstreet
 - All council members voted in favor, except Dwain Mathers who abstained
- C. Consider, discuss and act upon Resolution #R-2021-0209-002 regarding a budget amendment for the FCDC (4B).
- Ben White stated the budget amendment is to include an additional \$50,000.00 for the Chaparral Trail and an additional \$5,000.00 to their legal services and training budget.
 - Mike Henry asked if the amounts were for this fiscal year.
 - Ben White indicated they were.
 - Motion to approve made by Terry Williams
 - 2nd to approve was Jim Hemby
 - All council members voted in favor, except Dwain Mathers who abstained

- D. Consider, discuss and act upon the bids and recommendation from DBI Engineer's regarding the Wastewater Treatment Plant 1 Trickling Filter Rehab Project.
- Ben White stated DBI Engineers went out for bids and they are making a recommendation that McInnis Brothers Construction, Inc. from Minden, LA be awarded the contract.
 - Mike Henry asked how much the bid was over budget.
 - Ben White stated it is supported by the Texas Water Development Board funds. He said it is offsetting some of the other work we were going to do. He explained it would be a better trickling arm filter because it would be upgraded from a two arm to a four arm and it be electronic instead of hydraulic.
 - Terry Williams asked what it would do to help our capacity at the wastewater treatment plant.
 - Ben White stated it is not hurting us right now, but we have increased plant 2 right now by having it reevaluated by TCEQ.
 - Mike Henry asked if either bidder gave a time frame for completion.
 - Ben White stated the contract would indicate it would be completed within 180 days. He said in order to speed up the process he usually asks for permission to sign contracts and CO's when approving the item.
 - Craig Overstreet asked if the trickling arm was going to be new.
 - Ben White stated it would be new and it is going from two to four arms and will no longer be hydraulic.
 - Craig Overstreet stated he wanted the minutes to reflect his disdain on the way this project has been handled. He said Ben White had told Council that it could be fixed for approximately \$150,000.00 and now it is over \$300,000.00. He has been putting the blame on Ben White and Kimley-Horn since the arm broke, but he realized that Kimley-Horn recommended replacing the arm in their original review of the wastewater treatment plant. He said it has taken almost five years to get it repaired. He believes the way it has been handled is a failure of leadership.
 - Dwain Mathers asked if Kimley-Horn recommended it to be replaced.
 - Craig Overstreet stated they gave the city three options and one of those was to replace it. He said it was not replaced and then it broke. He needs to make a public apology to Kimley-Horn because they did recommend replacing the arm.

- Motion to approve made by Mike Henry
 - 2nd to approve was Terry Williams
 - Council Member voted as follow:
 - Dwain Mathers abstained
 - Terry Williams voted yes
 - Jim Hemby voted yes
 - Mike Henry voted yes
 - Craig Overstreet voted no
- E. Consider, discuss and act upon Resolution #R-2021-0209-003 regarding the sale of surplus police department vehicles and equipment.
- Chief Sullivan stated they have two Ford Explorers that are out of service and they stripped the equipment out of them. He wants to put them up for auction and sell them.
 - Mike Henry said he thought we had Enterprise Leasing handling all of our vehicles.
 - Chief Sullivan explained they decided since they received a grant for the two Tahoe's they would just go through the old procedure to get rid of these vehicles.
- Motion to approve made by Craig Overstreet
 - 2nd to approve was Mike Henry
 - All Council members voted in favor, except Dwain Mathers who abstained
- F. Discussion regarding project costs, cost estimates and scope for Collin/Farmersville Parkway.
- Ben White stated the priority is to get the roadway completed by March 15 so they can open the campus. He said they are highly focused on Collin Parkway because that gives the college driveway access. He explained because of the water, sewer, cable and fiber are out of the way we can start work on the portion U.S. Highway 380 at Collin Parkway. He said they have weekly meetings with RPM to ensure things are on track. He indicated there is \$213,000.00 additional cost because of the traffic signal at the south side of the U.S. Highway 380 and Collin Parkway. Some of that cost was TxDOT specs to ensure we met the schedule for Collin College, and some utilities have increased the costs as well. He said right now we are \$118,000.00 over budget, so they are going to cut scope. He said they planned on pouring concrete all the way up to the second entrance of Camden Park to the north and then transition to asphalt. He is suggesting they go to a two lane concrete road north of Farmersville Parkway instead of the divided four lane. He said the engineer is looking at

that and stated savings could be around \$120,000.00. He explained that everything we promised the college is getting completed. He stated he is currently working with the North Central Texas Council of Governments (NCTCOG) and that portion of the roadway will be on our plan for eligible grant programs in the future. He explained we could go to another board and ask for the money if we did not want to cut scope.

- Mike Henry made a recommendation to Ben White. He suggested to not put the two lane concrete drive from the first entrance to the second entrance to Camden Park until it is known if he is going to be more over budget.
- Ben White stated he has to get something going contractually.
- Craig Overstreet asked if the signal lights at U.S. Highway 380 and Collin Parkway will meet TxDOT specs.
- Ben White stated they would.
- Terry Williams asked what the status of the pipe fence that is located on the northwest corner of the roadway.
- Ben White stated a contractor the Council agreed to is replacing it.

G. Summary report of TxDOT public scoping meeting concerning U.S. Highway 380.

- Ben White showed the slides that were on the TxDOT website and talked about what is happening in our area. He explained that in Farmersville there are land owners to the south that wanted their voices heard and TxDOT listened to them. They recommended to TxDOT to move the southern path just a little to accommodate land uses.

H. Update on Development Agreement and discussion regarding sales tax, infrastructure and utilities for Patriot Concrete.

- Ben White stated County Road 699 is almost finished. He explained the culvert to the south is installed. He said the zoning is in process with the Planning & Zoning Commission. He said the sales tax has taken a slight dip, but it is has been pretty steady and so has water usage. He stated they continue to be one of our top five contributors in regards to sales tax.
- Craig Overstreet asked for Ben White to provide a graph that would show sales tax and water usage.
- Ben White asked Alan Lathrom if he could show that information because the state has asked him not to publish specific sales tax information for any one entity.
- Alan Lathrom stated he would have to check to see if that is allowed.

- I. Update on boundary agreements.
- Ben White stated he sent an email to Mayor Holt and the City Secretary from the City of Josephine. He said Blue Ridge did not want to speak to us about it. He said he has spoken to Mayor Holt several times in the past, but the agreement has not been approved.
- J. Discussion regarding code enforcement issues around the city.
- Terry Williams stated we are working on expanding our historical district and he wants to make sure it is worth saving. He thinks that heads get turned a lot when it comes to code enforcement. He indicated that he sees junk and trash in yards, along with cars. He explained there are a lot of dilapidated buildings in the city. He said that Charles Kirk is doing the job of two people and he believes we were already behind the curve on enforcement.
 - Ben White stated we are in a complaint driven process right now. We are paying a lot of attention to the Camden Park area because they are under construction and Charles Kirk is conducting a lot of inspections. They are working on about 50 or 60 homes right now. He has spoken to Charles Kirk and he has been giving attention to some older code problems. He is working on a location at Rike and Hill that has had legal issues in the past.
 - Terry Williams asked how long it would be before Charles Kirk would receive help.
 - Ben White stated he is under the constraints of the budget and all the departments are in need of more people.
- K. Discussion regarding electric smart meter failure rates.
- Ben White stated the single phase meter is \$350.00 dollars. He indicated last year we had a total of 1,596 electric meters issued. He said we have had 2 fatal errors, 8 blank LCD displays, 13 fail to associate, and 3 low chance of reading errors. That brings the total errors for the year to 26 meters. He said to make things easier we have learned to disassemble it and replace the module if something goes wrong, and that costs the city \$100.00. He said we have only had a 1.6% failure rate over a year.
 - Craig Overstreet asked if the meter had a one year warranty and it seems they are failing after 3 years. He had some homeowner's state the city was replacing over 20 meters at one time due to them failing.
 - Ben White stated Craig Overstreet's comment does not match up to the numbers. He stated the meters have done really well for the city.
 - Dwain Mathers asked if they can be read even if they fail.
 - Ben White stated yes.

- L. Update regarding food trucks, pop-up vendors and temporary permits.
- Ben White stated we have several portable vendors working in the city. He said two of the vendors were associated with a store front. He stated we have received other requests, but we do not allow them because our zoning ordinance does not allow it. There are a lot of cities, like Celina and Frisco that have food court areas. If Council wants to allow them it would require a change to the zoning ordinance and possibly adding an additional ordinance that would cover the details. He suggested letting vendors set up in parking spaces in front of Rambler Park and then beside the Onion Shed. He explained the only issue with the Onion Shed would be that it is rented for weddings and other events and that might interfere. The third idea is to create a food court area that has a roof and an area to pull a food truck into. He indicated that he would like sales tax to be point of sale Farmersville.
 - Craig Overstreet stated we already have ordinances that would address the covered areas, maximum occupancy, restrooms, and sprinkler systems. He said that temporary food court areas may require some additional utilities by the city. He stated it puts everybody on an even playing field if they do not want the investment of a building to house their business. He believes it is worthy to look into and he feels we would all enjoy these types of vendors. He thinks it is not fair right now, because of complaints from business owners and parking issues.
 - Ben White stated staff did not want it to be an issue of food trucks pulling in to a parking space in downtown and selling food. He does not feel this would be fair to the downtown merchants.
 - Dwain Mathers asked if Ben White had a specific area in mind for them to set up.
 - Ben White stated he would like to see all the trucks pulled into a covered area.
 - Dwain Mathers asked if the city would limit it to one day or allow it every day.
 - Ben White stated if it was a permanent covered space it could be done every day because it would be a privately owned food court. The other option would be to have them park around Rambler Park or the Onion Shed. If at these locations we would consider certain days.
 - Jim Hemby wanted to address the two vendors we have today. He said they set up a few times a week and he said does not have a problem with what they are doing. He said it brings about competition and just because they do not own a business should not mean they cannot have their

business and sell their food. He stated he does not want to pigeon hole and make them put in a building to conduct their business.

- Ben White asked if Council would want to allow a food truck to pull right in front of a restaurant and sell food.
- Jim Hemby stated he does not feel they should be able to just pull up anywhere in the downtown area and sell food.
- Dwain Mathers asked if the rules right now state they are not allowed.
- Craig Overstreet asked to hear from the current vendors.
- Benny Mondy said the manager at the Dollar General asked them to set up outside their store. They chose to be there Friday and Saturday's. He said he would eventually like to start a restaurant.
- Mayor Wiebold asked if his selling the food is a significant source of income from them.
- Benny Mondy stated yes.
- Beverly Mondy stated she would like to have a concession trailer to where she can do more things.
- Karina Villareal stated they have been here for 15 years and they started selling at the Hay Loft and cooking at the concession stand at the stadium. Her husband stated they sell their food full time and he would prefer to stay at Hibbits.
- Mayor Wiebold asked if both vendors would be agreeable to come to City Hall for a meeting with Ben White and the Mayor.

M. Update regarding the volunteer fire department staffing.

- Kim Morris said that fire departments as a whole are having staffing problems. They have increased calls all the time and volunteers are having to get up two to three times in the middle of the night to go out on calls. He said eight members of the volunteer fire department are from out of town. They have two members that are moving out of state in the next few months and that will cut the staff down to nine firefighters. He said we offer volunteers a retirement portion the city pays for and they also receive a \$300.00 clothing allowance at the end of the year. He realizes there are other personnel staffing issues within the city. He said he is going to apply for a grant. It would pay for the one year salary of a staff person and then ½ of the salary the next year. After the second year, the city would have to pay for the employee 100%. He explained it would be a federal grant and he is going to ask for two people. He said the grants are hard to get, but the calls are going to keep increasing as the city grows.
- Mayor Wiebold asked about the starting salary for a staff member.
- Kim Morris stated probably around \$45,000.00 a year.

- Dwain Mathers asked how this would affect the budget because it is a bad situation and the staff is needed.
- Ben White stated we have been a little creative with the TIRZ funds in regards to supporting the fire department. It is important to get the right economic development going in the city so we can receive more revenues.
- Craig Overstreet asked what the effects would be if we were not awarded the grant.
- Kim Morris stated it could affect our ISO rating.
- Craig Overstreet said that if it affects our ISO then it starts coming out of citizens pockets because insurance rates would increase.
- Ben White stated he believes our growth will help with this and he is concerned about the third year of having to pay the entire cost of the employee. He said he wants to work with Daphne Hamlin and the TIRZ board about financing.

N. Update regarding the newly acquired portion of the Chaparral Trail.

- Ben White stated he gave a presentation to the Hunt County Commissioners and they said they would sponsor one of the grants. He said four grants have been submitted on time and we are waiting to hear if we received the funding. He explained we will have to budget with 4B in May or June.
- Dwain Mathers asked if Hunt County or any of the cities the trail is located in have any interest in help funding the project.
- Ben White said no. He said Collin County has Open Space Grants and maybe Hunt County has something like that.

O. Update regarding the streamlining of building processes.

- Mike Henry stated when he visited with some of the builders downtown they explained it was difficult to receive permits and it was taking three months to receive them. He wanted to know if there is a packet that the city gives out to show what is required at the time of application to receive a permit.
- Ben White went over the building permit application. He said most of our issues come up with building owners that do not have any experience with building or permits. He said the problem is they get into platting issues sometimes that affect the timing of their project.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Mike Henry wanted the contract for the sewer arm trickling filter and an update on regarding the 4A board hiring a consultant to look into hiring an EDC Director.
- Dwain Mathers wanted an item to discuss the procedure for voting on items at the City Council meeting.
 - Dwain Mathers indicated because of the way the voting was being done he did not vote all night, so he really abstained on every item.
 - Mayor Wiebold told City Secretary, Sandra Green, to make sure the minutes reflected Dwain Mathers abstained from all votes at the meeting.

X. ADJOURNMENT

Meeting was adjourned at 8:30 p.m.

APPROVE:

Bryon Wiebold, Mayor

ATTEST:

Sandra Green, TRMC
City Secretary

V. Informational Items

Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2021-0309-001 regarding changing the name of College Avenue in Camden Park Phase 3.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	<ol style="list-style-type: none"> 1. List of Street Names for Camden Phase 1-3 2. Ordinance #O-2021-0309-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Street Names in Camden Park Phase 1, 2, & 3

New Haven Street

Crimson Ave.

Harvard Blvd.

Ithaca St.

Yale St.

Cambridge St.

Princeton Ave.

Columbia St.

Crimson Ave.

Cornell Ave.

Penn St.

University St.

Providence Av.

College Ave.

Brown Ave.

Hanover St.

**CITY OF FARMERSVILLE
ORDINANCE # O-2021-0309-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CHANGING THE NAME OF "COLLEGE AVENUE" BETWEEN BROWN AVENUE AND PROVIDENCE AVENUE IN PHASE 3 OF THE CAMDEN PARK ADDITION AS SHOWN ON EXHIBIT "A"; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 62-61 of the Farmersville Code requires that new street names should not duplicate or sound similar to existing street names in the City so as to avoid confusion particularly in the event of an emergency; and

WHEREAS, the Record Plat for Camden Park, Phase 3 was recently approved by the City Council; and

WHEREAS, Record Plat for Camden Park, Phase 3 contains a road named "College Avenue" that extends in a westerly direction from Providence Avenue a distance of approximately two hundred seventy-six feet (276') more or less at which general location it intersects with Brown Avenue; and

WHEREAS, there are currently no residents that live on "College Avenue"; and

WHEREAS, the name of the street "College Avenue" is similar to another street already located in Farmersville named "College Street" and could become confusing to first responders, including police, fire and ambulances, and others in an emergency situation or otherwise; and

WHEREAS, City Staff has requested that the name of "College Avenue" in Phase 3 of the Camden Park Addition be changed in order to prevent confusion with "College Street"; and

WHEREAS, the City Council of the City of Farmersville, Texas has determined it appropriate and in the best interest of the citizens and emergency responders and future residents to change the name of "College Avenue."

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual determinations of the City Council 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. The name of "College Avenue" situated in Phase 3 of the Camden Park Addition and extending approximately two hundred seventy-six feet (276') more or less from Providence Avenue to the intersection with Brown Avenue as generally shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law is hereby changed to "_____."

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

PASSED on first reading on the ____ day of _____, 2021, and second reading on the ____ day of _____, 2021 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2021.

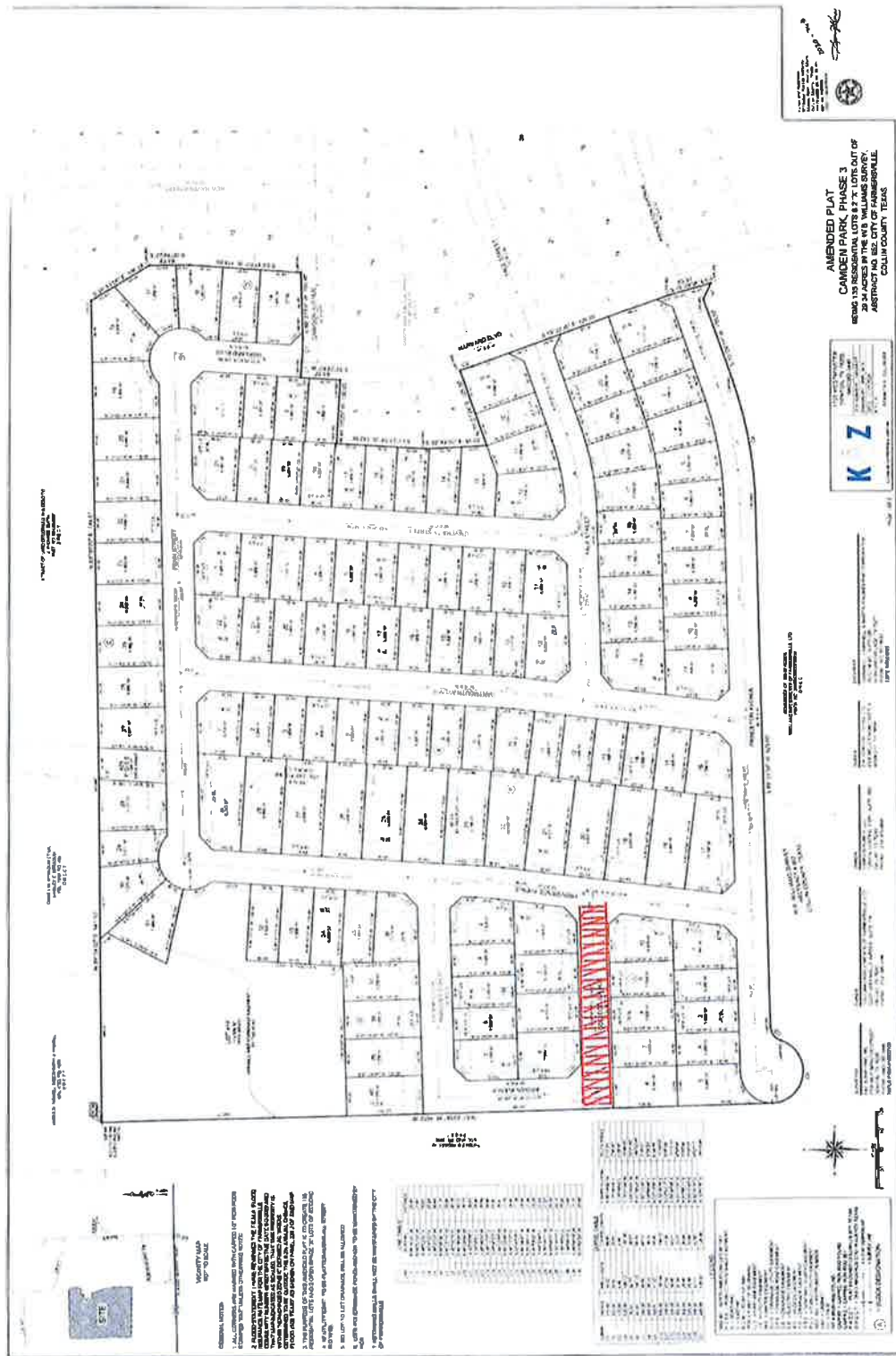
APPROVED:

BY: _____
Bryon Wiebold
Mayor

ATTEST:

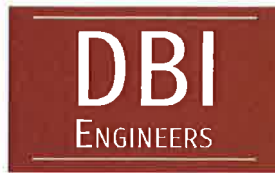
Sandra Green, TRMC
City Secretary

EXHIBIT A



VII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VII.A
Subject	Consider, discuss and act upon the minor plat of the Brunswick Addition, Lot 1 & 2, Block A.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	<ol style="list-style-type: none"> 1. Letter from DBI 2. ETJ Facilities Agreement 3. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



February 17, 2021

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

RE: Brunswick Addition – Minor Plat
Dated February 3, 2021

Mr. White,

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

- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Minor Plat be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is written in a cursive style with a large, looped "J" and a stylized "D".

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

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

Brunswick Addition, Lots 1 & 2, Block A

THIS AGREEMENT, entered into effective the ____ day of _____, 20____, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **DALE A. BRUNSWICK and WANDA K. BRUNSWICK**, whose mailing address is 2655 Private Road 5101, Farmersville, Texas 75442 (collectively "LANDOWNERS") witnesseth that:

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

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

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

WHEREAS, the development of the subdivision to be known as ***Brunswick Addition, Lots 1 & 2, Block A***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNERS in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

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

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

WHEREAS, LANDOWNERS have appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the "Appealed Improvements") must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Brunswick Addition, Lots 1 & 2, Block A**, (the "Minor Plat") before said Minor Plat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the "Property," defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one single-family home on each resulting lot of the Property that is being platted as **Brunswick Addition, Lots 1 & 2, Block A**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

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

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

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, and more fully described and depicted in the Minor Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on each resulting lot of the Property, with Lot 1 containing approximately 5.002 acres of land, more

or less, and with Lot 2 containing approximately 7.315 acres of land, more or less. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNERS the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

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

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

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

1. THOROUGHFARES

The Property is situated entirely outside of the City's corporate limits and within the ETJ. LANDOWNERS currently utilize a private road situated within a private road easement that was dedicated in 1980 for ingress and egress, and desire to continue the use of said private road. Consequently, the LANDOWNERS will not be required to dedicate to the City any right-of-way along and about the Property to provide ingress and egress.

2. UTILITIES

LANDOWNERS shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY

standards, at such time as the Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNERS shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include those easements necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Line(s)") to and across the Property in accordance with the CITY's Master Plan(s) together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Line(s) in accordance with CITY standards, at such time as the Property is platted. LANDOWNERS' easement dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running generally north-south across the Property adjacent to the western-most boundary of the forty-foot (40') wide Road Easement, dedicated to the public use forever.

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

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

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNERS shall design and construct certain Public Improvements because the LANDOWNERS' portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impact of one lot designed for one single-family dwelling unit on each such lot and hereby determines that LANDOWNERS are hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
 - a. The requirement to construct sufficient system improvements to Caddo Basin Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, Caddo Basin Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and

- b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.
4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNERS shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LANDOWNERS indemnify and hold the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNERS:**

- a. The LANDOWNERS will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
 - b. The LANDOWNERS will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
 - c. The LANDOWNERS will not be required to collect drainage in an underground storm water system.
 - d. The LANDOWNERS will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNERS as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNERS decide to develop the Property, LANDOWNERS shall develop the Property in accordance with the standards as set forth in the City of Farmersville zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree

preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

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

H. VARIANCES

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

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

J. WITHHOLDING APPROVALS AND PERMITS

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

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

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

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

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

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

O. GENERAL PROVISIONS

1. LANDOWNERS agree that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNERS. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNERS.
3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

[Signature Page to Follow]

CITY OF FARMERSVILLE

By: _____
BRYON WIEBOLD
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN, TRMC
City Secretary

LANDOWNERS

By: _____
DALE A. BRUNSWICK

Date Signed: _____

By: _____
WANDA K. BRUNSWICK

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

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

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2021, by DALE A. BRUNSWICK in his capacity as the Landowner of the Property situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

Notary Public _____ County, Texas
My commission expires ____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2021, by WANDA K. BRUNSWICK in her capacity as the Landowner of the Property situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

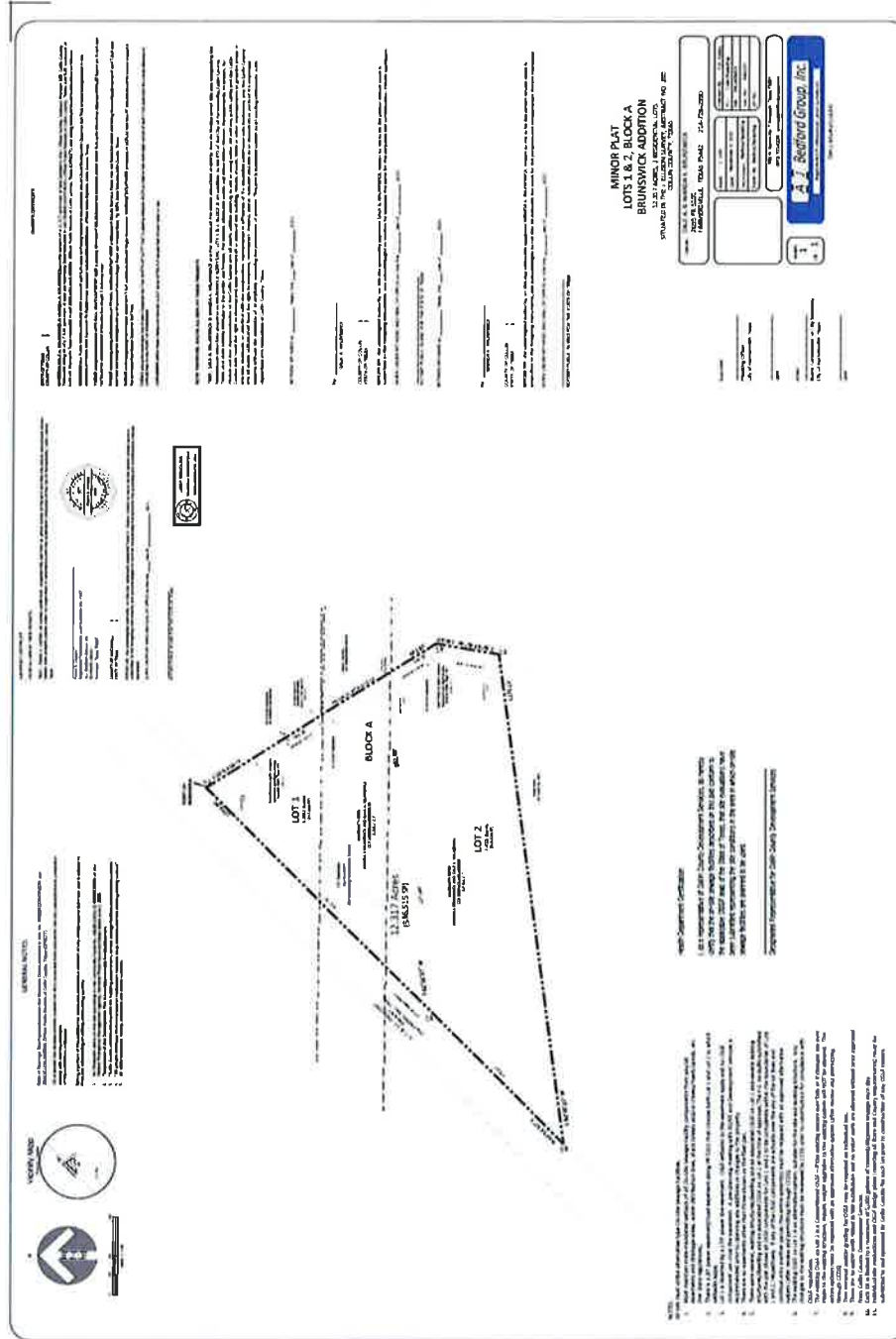
Notary Public _____ County, Texas
My commission expires ____

PREPARED IN THE OFFICES OF:

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

EXHIBIT A

MINOR PLAT OF PROPERTY



Agenda Section	Regular Agenda
Section Number	VII.B
Subject	Consider, discuss and act upon the minor plat of the Hall 613 Addition, Lot 1 & 2, Block 1.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. Letter from DBI 2. ETJ Facilities Agreement 3. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



February 17, 2021

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

RE: Hall 613 Addition – Minor Plat
Dated February 2021

Mr. White,

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

- The North Farmersville WSC utility service letter only references one meter. A revised letter stating they have the capacity to serve an additional meter will be needed.
- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Minor Plat be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is written in a cursive style with a large, looped "J" and a trailing flourish.

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

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

Hall 613 Addition, Lots 1 & 2, Block 1

THIS AGREEMENT, entered into effective the ____ day of _____, 2021, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **DARRELL G. HALL and SANDRA E. HALL**, whose mailing address is 10852 Old Military Trail, Forney, Texas 75126 (collectively "LANDOWNERS") witnesseth that:

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

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

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

WHEREAS, the development of the subdivision to be known as ***Hall 613 Addition, Lots 1 & 2, Block 1***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNERS in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

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

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

WHEREAS, LANDOWNERS have appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the "Appealed Improvements") must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Hall 613 Addition, Lots 1 & 2, Block 1**, (the "Minor Plat") before said Minor Plat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the "Property," defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one single-family home on each resulting lot of the Property that is being platted as **Hall 613 Addition, Lots 1 & 2, Block 1**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

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

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

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the east side of County Road 613 containing approximately 22.517 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, and more fully described and depicted in the Minor Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on each resulting lot of the Property, with Lot 1 containing approximately 14.021 acres of land, more or less, and with Lot 2 containing approximately 8.00 acres of land more or less. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNERS the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

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

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

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

1. THOROUGHFARES

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

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

- a. The current dedication to the public at large, at no cost to CITY, of an approximately thirty foot (30') wide right-of-way emanating from the centerline of County Road 613, along the entire length of the western border of the Property immediately adjacent to County Road 613 that includes and conveys the interest in the existing prescriptive right-of-way to the public use forever.

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

2. UTILITIES

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

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running generally north-south across the Property adjacent to the eastern-most boundary of the thirty foot (30') wide right-of-way dedicated to the public use forever in accordance with Paragraph C.1., above.

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

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

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

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

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

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

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

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

F. CITY DEVELOPMENT ORDINANCES

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

G. NO WAIVER

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

H. VARIANCES

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

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

J. WITHHOLDING APPROVALS AND PERMITS

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

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

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

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

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

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

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

O. GENERAL PROVISIONS

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

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

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

CITY OF FARMERSVILLE

By: _____
BRYON WIEBOLD
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN, TRMC
City Secretary

LANDOWNERS

By: _____
DARRELL G. HALL

Date Signed: _____

By: _____
SANDRA E. HALL

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

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

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2021, by DARRELL G. HALL in his capacity as the Landowner of the Property situated along the east side of County Road 613 containing approximately 22.517 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

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

Notary Public _____ County, Texas
My commission expires ____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2021, by SANDRA E. HALL in her capacity as the Landowner of the Property situated along the east side of County Road 6137 containing approximately 22.516 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, known to me to be the person whose name is subscribed to the

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

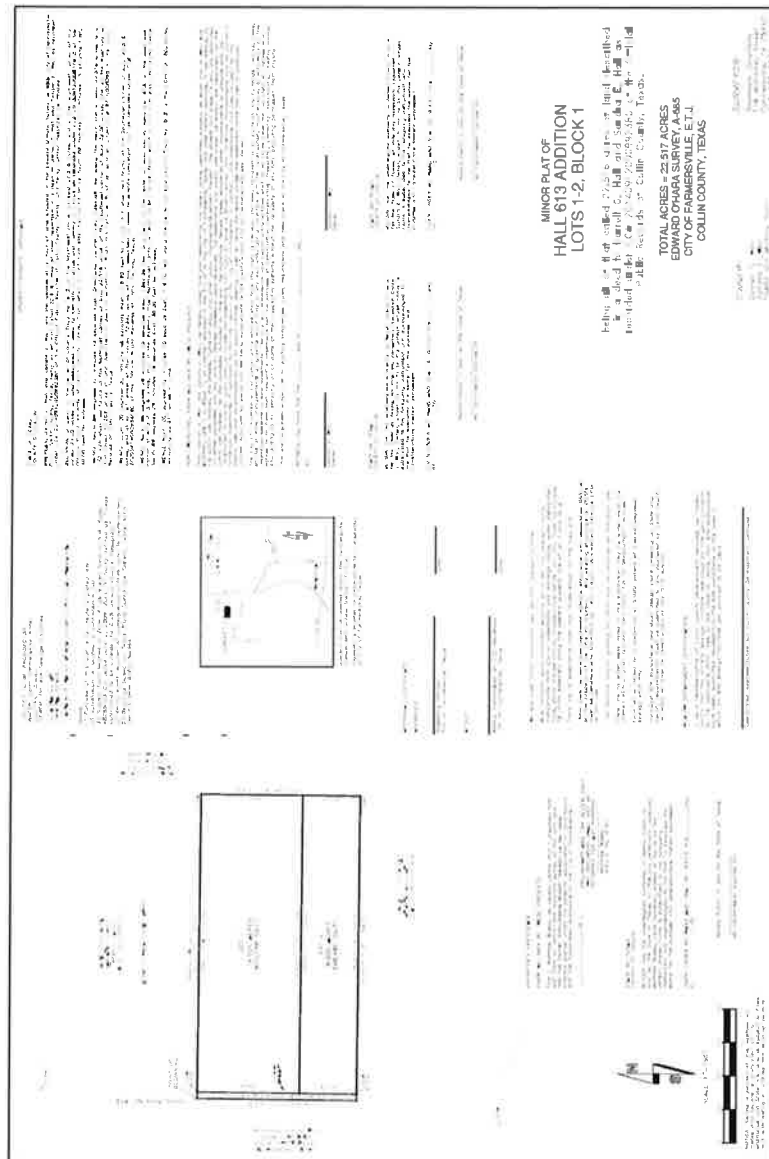
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires ____

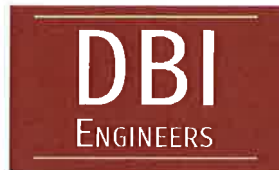
PREPARED IN THE OFFICES OF:

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

MINOR PLAT OF PROPERTY



Agenda Section	Regular Agenda
Section Number	VII.C
Subject	Consider, discuss and act upon the final plat of the Mosley 2194 Addition, Lot 1, Block 1.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	<ol style="list-style-type: none"> 1. Letter from DBI 2. ETJ Facilities Agreement 3. Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



February 18, 2021

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

RE: Mosley 2194 Addition – Final Plat
Dated January 2021

Mr. White,

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

- Plat should be designated as a Minor Plat.
- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Mosley 2194 Addition be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is fluid and cursive.

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

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

Mosley 2194 Addition, Lot 1, Block 1

THIS AGREEMENT, entered into effective the ____ day of _____, 2021, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **SEAN ERIC MOSLEY**, whose mailing address is 7718 Spinnaker, Rowlett, Texas 75089 ("LANDOWNER") witnesseth that:

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

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

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

WHEREAS, the development of the subdivision to be known as ***Mosley 2194 Addition, Lot 1, Block 1***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNER in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

WHEREAS, the Subdivision Ordinance also prohibits recording the Record Plat of a subdivision within the incorporated area and ETJ of the CITY until the LANDOWNER has completed all of the public facilities required to serve the property being developed that must be dedicated to the City ("Public

Improvements”) or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, LANDOWNER has appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the “Appealed Improvements”) must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Mosley 2194 Addition, Lot 1, Block 1**, (the “Minor Plat”) before said Replat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the “Property,” defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one-single family home on the Property that is being platted as **Mosley 2194 Addition, Lot 1, Block 1**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City’s zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

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

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

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the south side of F.M. Highway 2194 in an area located east of Merit Street and west of Stephen Court containing approximately 25.601 acres of land, more or less, in the William Hemphill Survey, Abstract No. 448, Collin County, Texas, and more fully described and depicted in the Final Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the “Property”).

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on the Property, with Lot 1 containing approximately 25.601 acres of land, more or less. Subject to

the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNER the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

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

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

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

1. THOROUGHFARES

LANDOWNER shall dedicate, at no cost to the public use forever, that amount of right-of-way along perimeter roadways adjacent to the Property as reflected on the Final Plat attached hereto as Exhibit A which dedication will yield one-half ($\frac{1}{2}$) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNER shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. The current dedication to the public at large, at no cost to CITY, of an approximately five feet (5') wide right-of-way emanating from the centerline

of F.M. Highway 2194, along the entire length of the northern border of the Property immediately adjacent to F.M. Highway 2194 that includes and conveys the interest in the existing prescriptive right-of-way to the public use forever.

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

2. UTILITIES

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

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running east-west across the Property adjacent to the northern-most boundary of the five foot (5') wide right-of-way dedicated to the public at large in accordance with Paragraph C.1.a., above.

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

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

1. LANDOWNER has appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNER shall design and construct certain Public Improvements because the LANDOWNER's portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B,

above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.

2. CITY agrees that the required exactions exceed the impacts of one lot designed for one single-family dwelling unit on such lot and hereby determines that LANDOWNER is hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
 - a. The requirement to construct sufficient system improvements to Caddo Basin Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, Caddo Basin Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and
 - b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNER from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.
4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNER shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY

regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LANDOWNER indemnifies and holds the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNER:**
 - a. The LANDOWNER will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
 - b. The LANDOWNER will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
 - c. The LANDOWNER will not be required to collect drainage in an underground storm water system.
 - d. The LANDOWNER will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no

other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

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

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

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

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNER, and only to the extent or percentage attributable to LANDOWNER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by

LANDOWNER and set out in Paragraphs D and E, above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

J. WITHHOLDING APPROVALS AND PERMITS

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

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

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

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNER's responsibility for roadway and utility improvements for the Property. LANDOWNER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNER's infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNER's Property. LANDOWNER further acknowledges that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNER

acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNER's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

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

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1. LANDOWNER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNER.
3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

CITY OF FARMERSVILLE

By: _____
BRYON WIEBOLD
Mayor

Date Signed: _____

ATTEST:

SANDRA GREEN, TRMC
City Secretary

LANDOWNER

SEAN ERIC MOSLEY

By: _____
SEAN ERIC MOSLEY

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2021.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2021, by SEAN ERIC MOSLEY in his capacity as the Landowner of the Property situated along the south side of F.M. Highway 2194 containing approximately 25.601 acres of land, more or less, in the William Hemphill Survey, Abstract No. 448, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

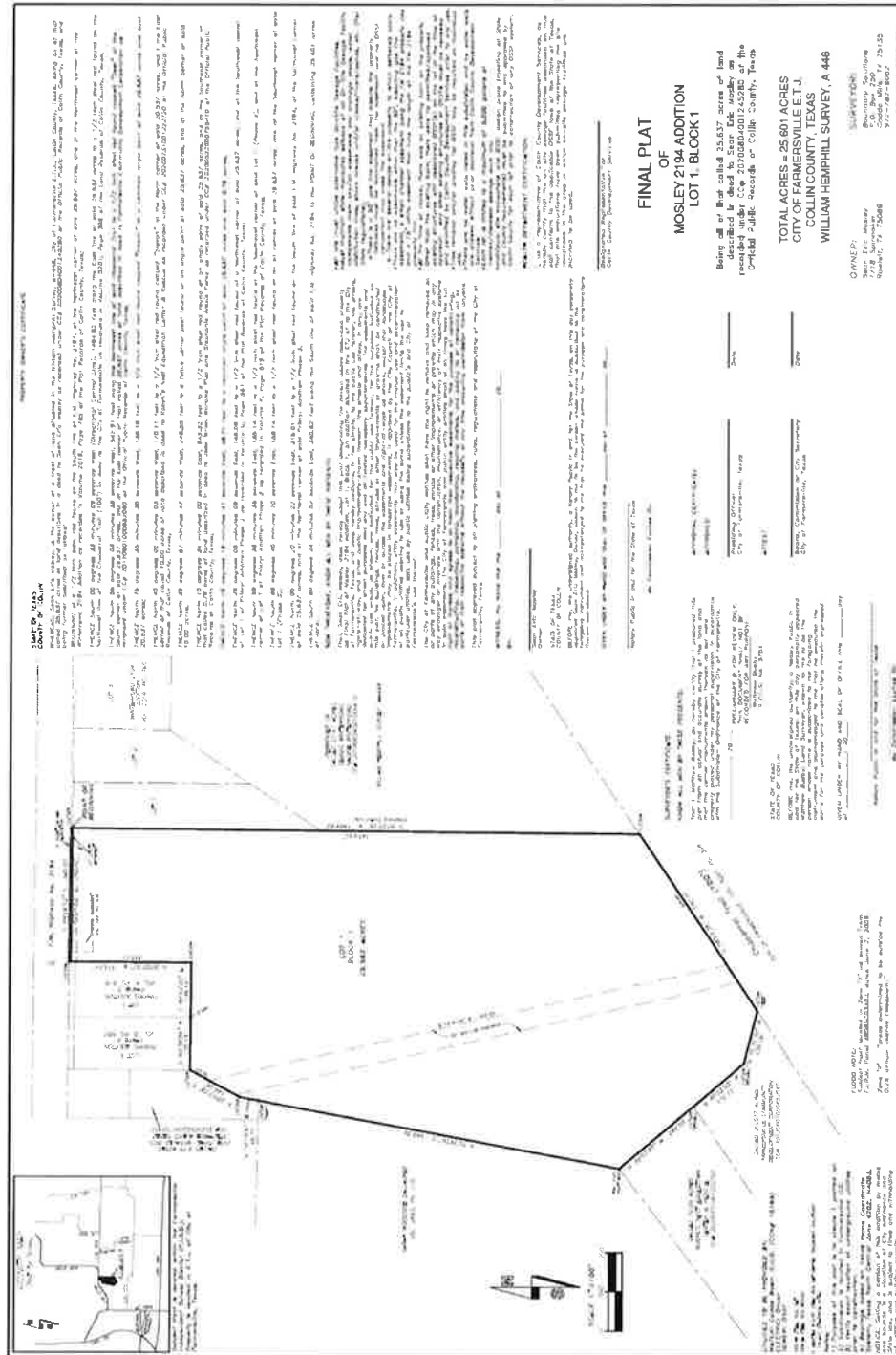
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2021.

Notary Public _____ County, Texas
My commission expires ____

PREPARED IN THE OFFICES OF:

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

FINAL PLAT OF PROPERTY



STATE OF TEXAS

[illegible][illegible]

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____
 Designated Representative for
 Collin County Development Services

APPROVAL CERTIFICATE:
 prepared this _____ day of _____, 20____
 OF
 MOSLEY 2194 ADDITION
 LOT 1 BLOCK 1

Being all of that called 25.637 acres of land described in deed to Sean Eric Mosley as recorded under CG# 20200804001245280 of the Official Public Records of Collin County, Texas

 Date

 Presiding Officer
 City of Farmersville, Texas

APPROVED _____
 in accordance
 with Ordinance _____
 in Farmersville, Texas

 REVIEW ONLY.
 NOT BE
 FOR
 PURPOSE

Public in
being
be the
City of
Farmersville, Texas

Board, Commission or City Secretary
City of Farmersville, Texas

Date _____

TOTAL ACRES = 25.601 ACRES
CITY OF FARMERSVILLE E.T.J.
COLLIN COUNTY, TEXAS
WILLIAM HEMPHILL SURVEY A-448

OWNER:
Saen Eric Wosley
7718 Spinnaker
Rowlett, TX 75089

SURVEYOR:
Boundary Solutions
P.O. Box 250
Caddo Mills, TX 75135
972-782-8082

Agenda Section	Regular Agenda
Section Number	VII.D
Subject	Consider, discuss and act upon Resolution #R-2021-0223-001 regarding the CAT Financial Modification Agreement for backhoe leases.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 2021
Attachment(s)	1. R-2021-0223-001 2. Lease Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2021-0223-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REGARDING A MODIFICATION AGREEMENT TO EXTEND THE FINANCING AGREEMENT FOR TWO CATERPILLAR BACKHOE LOADERS THAT WAS PREVIOUSLY APPROVED BY RESOLUTION #R-2015-1117-001.

WHEREAS, the laws of the State of Texas (the "State") authorize the City of Farmersville, (the "City"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") approved Resolution #R-2015-1117-001 on November 17, 2015, authorizing the City to lease, purchase and/or finance two (2) Caterpillar backhoe loaders (collectively the "Equipment") from Caterpillar Financial Services Corporation ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

WHEREAS, the City Manager has recommended that the term of the Agreement for the Equipment be extended by an additional twenty-four (24) months; and

WHEREAS, the form of the Modification Agreement, and the other documents related thereto, prepared by Caterpillar for the Extension of the Agreement (the "Modification") has been presented to the City Council at or before this meeting; and

WHEREAS, the Modification changes the repayment terms of the Agreement by extending the time period for repayment and the amount of such payments; and

WHEREAS, all other terms and conditions of the provisions of the Agreement and any amendment(s) will remain in full force and effect during the extension period established by and through the Modification.

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

Section 1. The Modification, including all schedules and exhibits attached to the Agreement, is hereby approved in substantially the form presented at the meeting, with any Approved Changes (as defined herein below).

Section 2. The City enters into the Modification with Caterpillar for the purpose of modifying the repayment terms of the previously approved Agreement for the lease/purchase of two "420F2IT" Caterpillar Backhoe Loaders, Serial Numbers HWD00449 and HWD00450, respectively.

Section 3. The Modification, by and between the City and Caterpillar is adopted as a binding obligation of the City that modifies and extends the term of the Agreement.

Section 4. Changes may later be made to the Modification and/or the Agreement if such changes are approved by the members of the City Counsel signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes.

Section 5. The City designates the City Manager as an authorized signer of the Modification, by and between the City and Caterpillar. The City Manager is hereby authorized, directed and empowered on behalf of the City to (i) sign and deliver to Caterpillar, and its successors and assigns, the Modification and any related documents, and (ii) take or cause to be taken all actions he deems necessary or advisable to modify the repayment terms of the Agreement as approved hereby, including the signing and delivery of the Modification and related documents.

Section 6. The City Secretary is hereby authorized to attest to this resolution and affix the seal of the City to the Modification, this resolution, and any related documents.

Section 7. Nothing in this resolution, the Modification, the Agreement as amended by the Modification, or any other document imposes a pecuniary liability or charge upon the general credit of the City or against its taxing power, except to the extent that the payments payable under the Modification are special limited obligations of the City as provided in the Modification.

Section 8. Any breach of this resolution, the Modification, the Agreement or any related document will not impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Modification and the Agreement, as amended thereby, are special limited obligations of the City as provided in the Modification.

[Remainder of page intentionally left blank.]

This Resolution has been PASSED and APPROVED by the Council of the City of Farmersville in a meeting held on the 23rd day of February 2021.

CITY OF FARMERSVILLE, TEXAS

BRYON WEIBOLD, Mayor

ATTEST:

SANDRA GREEN, TRMC
City Secretary

CERTIFICATION

I, SANDRA GREEN, in my capacity as City Secretary of the CITY OF FARMERSVILLE, TEXAS, do hereby certify that the resolution above is a full, true and correct copy of the resolution of the City Council of the City of Farmersville, Texas. I also certify that the resolution was duly and regularly passed and adopted at a meeting of the City Council of the City of Farmersville, Texas. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the City's office. I also certify that at such meeting, a majority of the City Council was present and voted in favor of this resolution. I also certify that this resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS THEREOF, the officer named below executes this document on behalf of the City of Farmersville, Texas.

SANDRA GREEN, TRMC
City Secretary

Date Signed: _____

PARTIES**SELLER (we):**

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203
Phone: (800) 651- 0567
Fax: (615) 321- 8486
Email: Customer.Solutions@CAT.com

BUYER (you):

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442-2209

TERMS

Date: 02/04/2021

Prepared by: Crowt

Contract(s): 001-0785042-000,001-0785042-001

Per your request, we will modify the repayment terms on your contract(s) per the attached Schedule(s). (The attached Schedule cannot be used for payoff purposes). This modification may increase your future payments. All other terms and conditions of the original agreement(s) and any amendment(s) remain in full force and effect. This Modification Agreement will be effective when all required conditions have been met and it has been signed by both parties.

You consent and agree to our use of an electronic signature or stamp. Any such electronic signature or stamp will have the same binding effect as a written signature. You also consent and agree to receive this Modification Agreement by electronic delivery.

Please note that document(s) received more than three (3) business days after the above date may be voided and the approval cancelled.

ADDITIONAL TERMS AND CONDITIONS

Insurance & Sales, Use, and Property Taxes (if applicable): All insurance and taxes are your responsibility during the modification period(s) and may not be included in the payment amount on the attached Schedule.

CAT Insurance Customers: Any loan modification does not affect your CAT Insurance. Your CAT Insurance premiums are still due. CAT Insurance offers coverage through your original loan term unless and until you renew or cancel the insurance.

SIGNATURES**CATERPILLAR FINANCIAL SERVICES CORPORATION****CITY OF FARMERSVILLE**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____



CREATED ON 4-Feb-2021

CUSTOMER INVOICE

Page 1 of 1

CITY OF FARMERSVILLEINVOICE NUMBER: MANUAL
CUSTOMER NUMBER: 2027896**DUE DATE: Upon Receipt**
AMOUNT DUE: \$275.00

Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you and look forward to our continued relationship.

CONTRACT NO.	DESCRIPTION	DUE DATE	TOTAL AMOUNT
	Document Processing Fee	Upon Receipt	\$275.00
TOTAL AMOUNT DUE			\$275.00

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

ONLINE
www.CatFinancial.com
Make a payment
View statements and pay history
Obtain buyout quote
View interest letters



CHECK
See address below.



PHONE
1-800-651-0567
(Select Option 2)

CONTACT US

CUSTOMER SERVICE
1-800-651-0567



NABC.CustomerService@Cat.com



Caterpillar Financial Customer Relations
2120 West End Ave.
P.O. Box 340001
Nashville, TN 37203
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS

facebook.com/CatFinancial[@CatFinancial](https://twitter.com/CatFinancial)youtube.com/CatFinanciallinkedin.com/company/Caterpillar-Financial

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

INVOICE NUMBER: MANUAL
CUSTOMER NUMBER: 2027896**DUE DATE: Upon Receipt**
AMOUNT DUE: \$275.00**SEND PAYMENT ONLY TO:**

CITY OF FARMERSVILLE
205 S MAIN
FARMERSVILLE, TX 75442

CATERPILLAR FINANCIAL SERVICES CORP.
P.O. BOX 730681
DALLAS, TX 753730681

PAYMENT AUTHORIZATION FORM
Caterpillar Financial Services Corporation



CUSTOMER INFORMATION – (Please type or Print Legibly)

Name CITY OF FARMERSVILLE

Company Name CITY OF FARMERSVILLE

Address 205 S MAIN

City FARMERSVILLE State TX Zip Code 75442-2209 Phone Number 9727826151

BANKING INFORMATION – Checking Account information Only

Bank Name

Routing Number

9 digits

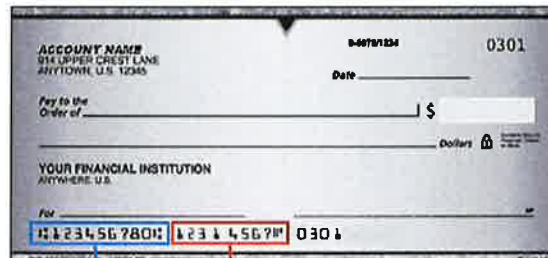
Account Number

3-17 digits

Re-Enter Account Number

3-17 digits

Account Name (exactly as it appears on Check)



Routing Number Account Number

PAYMENT INFORMATION – Please Review the below and make your selection by checking the appropriate box(es)

☐ **One-Time Payment Only** Amount: \$ 275.00

Contract #:

By signing below, I request and authorize Caterpillar Financial Services Corporation or its designee ("Cat Financial") to debit my account for a one-time payment in the amount set forth above, provided my account has sufficient collected funds to pay the debit when presented. I consent to Cat Financial using a third-party service to process the payment and agree to pay any fees related to such process of payment. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial is directly responsible for the nonpayment.

☐ **Add the Following Contract(s) to Direct Pay*** Contract #:

By signing below, I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated above, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the contract and banking information above to set up Direct Pay on the contract(s) indicated above.

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

X _____
Signature* Date

X _____
Signature* Date

*For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service at 1-800-651-0567

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

NON-DEALER BUSINESS
3457 SUPERIOR COURT, UNIT #2
OAKVILLE, ON L6L 0C4

Reference:

CITY OF FARMERSVILLE

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Amortization Schedule

Prepared Feb-04-2021 15:21 by Tyler Crow
 Quote number TJC-05717
 Customer CITY OF FARMERSVILLE 001-0785042-000 24mo ext
 Model 420F2IT Backhoe Loader
 Serial Number HWD000449

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20001%	Principal	Ending Balance
Dec-30-15	0	0.00	103,286.00	0.00	0.00	0.00	0.00	103,286.00
			103,286.00	0.00	0.00	0.00	0.00	
Jan-30-16	1	103,286.00	0.00	1,173.13	0.00	275.43	897.70	102,388.30
Feb-29-16	2	102,388.30	0.00	1,173.13	0.00	273.03	900.10	101,488.20
Mar-30-16	3	101,488.20	0.00	1,173.13	0.00	270.64	902.49	100,585.71
Apr-30-16	4	100,585.71	0.00	1,173.13	0.00	268.23	904.90	99,680.81
May-30-16	5	99,680.81	0.00	1,173.13	0.00	265.81	907.32	98,773.49
Jun-30-16	6	98,773.49	0.00	1,173.13	0.00	263.40	909.73	97,863.76
Jul-30-16	7	97,863.76	0.00	1,173.13	0.00	260.97	912.16	96,951.60
Aug-30-16	8	96,951.60	0.00	1,173.13	0.00	258.54	914.59	96,037.01
Sep-30-16	9	96,037.01	0.00	1,173.13	0.00	256.10	917.03	95,119.98
Oct-30-16	10	95,119.98	0.00	1,173.13	0.00	253.65	919.48	94,200.50
Nov-30-16	11	94,200.50	0.00	1,173.13	0.00	251.20	921.93	93,278.57
Dec-30-16	12	93,278.57	0.00	1,173.13	0.00	248.74	924.39	92,354.18
			0.00	14,077.56	0.00	3,145.74	10,931.82	
Jan-30-17	13	92,354.18	0.00	1,173.13	0.00	246.28	926.85	91,427.33
Feb-28-17	14	91,427.33	0.00	1,173.13	0.00	243.81	929.32	90,498.01
Mar-30-17	15	90,498.01	0.00	1,173.13	0.00	241.33	931.80	89,566.21
Apr-30-17	16	89,566.21	0.00	1,173.13	0.00	238.84	934.29	88,631.92
May-30-17	17	88,631.92	0.00	1,173.13	0.00	236.35	936.78	87,695.14
Jun-30-17	18	87,695.14	0.00	1,173.13	0.00	233.85	939.28	86,755.86
Jul-30-17	19	86,755.86	0.00	1,173.13	0.00	231.35	941.78	85,814.08
Aug-30-17	20	85,814.08	0.00	1,173.13	0.00	228.84	944.29	84,869.79
Sep-30-17	21	84,869.79	0.00	1,173.13	0.00	226.32	946.81	83,922.98
Oct-30-17	22	83,922.98	0.00	1,173.13	0.00	223.80	949.33	82,973.65
Nov-30-17	23	82,973.65	0.00	1,173.13	0.00	221.26	951.87	82,021.78
Dec-30-17	24	82,021.78	0.00	1,173.13	0.00	218.72	954.41	81,067.37
			0.00	14,077.56	0.00	2,790.75	11,286.81	
Jan-30-18	25	81,067.37	0.00	1,173.13	0.00	216.18	956.95	80,110.42
Feb-28-18	26	80,110.42	0.00	1,173.13	0.00	213.63	959.50	79,150.92
Mar-30-18	27	79,150.92	0.00	1,173.13	0.00	211.07	962.06	78,188.86
Apr-30-18	28	78,188.86	0.00	1,173.13	0.00	208.50	964.63	77,224.23
May-30-18	29	77,224.23	0.00	1,173.13	0.00	205.93	967.20	76,257.03
Jun-30-18	30	76,257.03	0.00	1,173.13	0.00	203.36	969.77	75,287.26
Jul-30-18	31	75,287.26	0.00	1,173.13	0.00	200.76	972.37	74,314.89
Aug-30-18	32	74,314.89	0.00	1,173.13	0.00	198.18	974.95	73,339.94
Sep-30-18	33	73,339.94	0.00	1,173.13	0.00	195.57	977.56	72,362.38
Oct-30-18	34	72,362.38	0.00	1,173.13	0.00	192.97	980.16	71,382.22
Nov-30-18	35	71,382.22	0.00	1,173.13	0.00	190.35	982.78	70,399.44
Dec-30-18	36	70,399.44	0.00	1,173.13	0.00	187.73	985.40	69,414.04
			0.00	14,077.56	0.00	2,424.23	11,653.33	
Jan-30-19	37	69,414.04	0.00	1,173.13	0.00	185.10	988.03	68,426.01
Feb-28-19	38	68,426.01	0.00	1,173.13	0.00	182.47	990.66	67,435.35
Mar-30-19	39	67,435.35	0.00	1,173.13	0.00	179.83	993.30	66,442.05
Apr-30-19	40	66,442.05	0.00	1,173.13	0.00	177.18	995.95	65,446.10
May-30-19	41	65,446.10	0.00	1,173.13	0.00	174.52	998.61	64,447.49
Jun-30-19	42	64,447.49	0.00	1,173.13	0.00	171.86	1,001.27	63,446.22
Jul-30-19	43	63,446.22	0.00	1,173.13	0.00	169.19	1,003.94	62,442.28
Aug-30-19	44	62,442.28	0.00	1,173.13	0.00	166.52	1,006.61	61,435.67
Sep-30-19	45	61,435.67	0.00	1,173.13	0.00	163.82	1,009.31	60,426.36
Oct-30-19	46	60,426.36	0.00	1,173.13	0.00	161.14	1,011.99	59,414.37
Nov-30-19	47	59,414.37	0.00	1,173.13	0.00	158.44	1,014.69	58,399.68
Dec-30-19	48	58,399.68	0.00	1,173.13	0.00	155.73	1,017.40	57,382.28
			0.00	14,077.56	0.00	2,045.80	12,031.76	
Jan-30-20	49	57,382.28	0.00	1,173.13	0.00	153.02	1,020.11	56,362.17
Feb-29-20	50	56,362.17	0.00	1,173.13	0.00	150.30	1,022.83	55,339.34
Mar-30-20	51	55,339.34	0.00	1,173.13	0.00	147.57	1,025.56	54,313.78
Apr-30-20	52	54,313.78	0.00	1,173.13	0.00	144.84	1,028.29	53,285.49

Amortization Schedule

Prepared Feb-04-2021 15:21 by Tyler Crow
 Quote number TJC-05717
 Customer CITY OF FARMERSVILLE 001-0785042-000 24mo ext
 Model 420F2IT Backhoe Loader
 Serial Number HWD00449

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20001%	Principal	Ending Balance
May-30-20	53	53,285.49	0.00	1,173.13	0.00	142.09	1,031.04	52,254.45
Jun-30-20	54	52,254.45	0.00	1,173.13	0.00	139.35	1,033.78	51,220.67
Jul-30-20	55	51,220.67	0.00	1,173.13	0.00	136.59	1,036.54	50,184.13
Aug-30-20	56	50,184.13	0.00	1,173.13	0.00	133.82	1,039.31	49,144.82
Sep-30-20	57	49,144.82	0.00	1,173.13	0.00	131.05	1,042.08	48,102.74
Oct-30-20	58	48,102.74	0.00	1,173.13	0.00	128.28	1,044.85	47,057.89
Nov-30-20	59	47,057.89	0.00	1,173.13	0.00	125.49	1,047.64	46,010.25
Dec-30-20	60	46,010.25	0.00	1,981.61	0.00	122.69	1,858.92	44,151.33
			0.00	14,886.04	0.00	1,655.09	13,230.95	
Jan-30-21	61	44,151.33	0.00	1,981.61	0.00	117.74	1,863.87	42,287.46
Feb-28-21	62	42,287.46	0.00	1,981.61	0.00	112.77	1,868.84	40,418.62
Mar-30-21	63	40,418.62	0.00	1,981.61	0.00	107.78	1,873.83	38,544.79
Apr-30-21	64	38,544.79	0.00	1,981.61	0.00	102.79	1,878.82	36,665.97
May-30-21	65	36,665.97	0.00	1,981.61	0.00	97.78	1,883.83	34,782.14
Jun-30-21	66	34,782.14	0.00	1,981.61	0.00	92.75	1,888.86	32,893.28
Jul-30-21	67	32,893.28	0.00	1,981.61	0.00	87.72	1,893.89	30,999.39
Aug-30-21	68	30,999.39	0.00	1,981.61	0.00	82.66	1,898.95	29,100.44
Sep-30-21	69	29,100.44	0.00	1,981.61	0.00	77.61	1,904.00	27,196.44
Oct-30-21	70	27,196.44	0.00	1,981.61	0.00	72.52	1,909.09	25,287.35
Nov-30-21	71	25,287.35	0.00	1,981.61	0.00	67.44	1,914.17	23,373.18
Dec-30-21	72	23,373.18	0.00	1,981.61	0.00	62.33	1,919.28	21,453.90
			0.00	23,779.32	0.00	1,081.89	22,697.43	
Jan-30-22	73	21,453.90	0.00	1,981.61	0.00	57.21	1,924.40	19,529.50
Feb-28-22	74	19,529.50	0.00	1,981.61	0.00	52.08	1,929.53	17,599.97
Mar-30-22	75	17,599.97	0.00	1,981.61	0.00	46.93	1,934.68	15,665.29
Apr-30-22	76	15,665.29	0.00	1,981.61	0.00	41.78	1,939.83	13,725.46
May-30-22	77	13,725.46	0.00	1,981.61	0.00	36.60	1,945.01	11,780.45
Jun-30-22	78	11,780.45	0.00	1,981.61	0.00	31.42	1,950.19	9,830.26
Jul-30-22	79	9,830.26	0.00	1,981.61	0.00	26.21	1,955.40	7,874.86
Aug-30-22	80	7,874.86	0.00	1,981.61	0.00	21.00	1,960.61	5,914.25
Sep-30-22	81	5,914.25	0.00	1,981.61	0.00	15.78	1,965.83	3,948.42
Oct-30-22	82	3,948.42	0.00	1,981.61	0.00	10.53	1,971.08	1,977.34
Nov-30-22	83	1,977.34	0.00	1,981.61	1.00	5.27	1,977.34	0.00
			0.00	21,797.71	1.00	344.81	21,453.90	
total		103,286.00		116,773.31	1.00	13,488.31	103,286.00	

Ending balance not equal to early buy out amount

Amortization Schedule

Prepared Feb-04-2021 15:23 by Tyler Crow
Quote number TJC-05719
Customer CITY OF FARMERSVILLE 001-0785042-000 36mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD00449

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20003%	Principal	Ending Balance
Dec-30-15	0	0.00	103,286.00	0.00	0.00	0.00	0.00	103,286.00
			103,286.00	0.00	0.00	0.00	0.00	
Jan-30-16	1	103,286.00	0.00	1,173.13	0.00	275.43	897.70	102,388.30
Feb-29-16	2	102,388.30	0.00	1,173.13	0.00	273.03	900.10	101,488.20
Mar-30-16	3	101,488.20	0.00	1,173.13	0.00	270.64	902.49	100,585.71
Apr-30-16	4	100,585.71	0.00	1,173.13	0.00	268.23	904.90	99,680.81
May-30-16	5	99,680.81	0.00	1,173.13	0.00	265.81	907.32	98,773.49
Jun-30-16	6	98,773.49	0.00	1,173.13	0.00	263.40	909.73	97,863.76
Jul-30-16	7	97,863.76	0.00	1,173.13	0.00	260.97	912.16	96,951.60
Aug-30-16	8	96,951.60	0.00	1,173.13	0.00	258.54	914.59	96,037.01
Sep-30-16	9	96,037.01	0.00	1,173.13	0.00	256.10	917.03	95,119.98
Oct-30-16	10	95,119.98	0.00	1,173.13	0.00	253.65	919.48	94,200.50
Nov-30-16	11	94,200.50	0.00	1,173.13	0.00	251.20	921.93	93,278.57
Dec-30-16	12	93,278.57	0.00	1,173.13	0.00	248.74	924.39	92,354.18
			0.00	14,077.56	0.00	3,145.74	10,931.82	
Jan-30-17	13	92,354.18	0.00	1,173.13	0.00	246.28	926.85	91,427.33
Feb-28-17	14	91,427.33	0.00	1,173.13	0.00	243.81	929.32	90,498.01
Mar-30-17	15	90,498.01	0.00	1,173.13	0.00	241.33	931.80	89,566.21
Apr-30-17	16	89,566.21	0.00	1,173.13	0.00	238.84	934.29	88,631.92
May-30-17	17	88,631.92	0.00	1,173.13	0.00	236.35	936.78	87,695.14
Jun-30-17	18	87,695.14	0.00	1,173.13	0.00	233.85	939.28	86,755.86
Jul-30-17	19	86,755.86	0.00	1,173.13	0.00	231.35	941.78	85,814.08
Aug-30-17	20	85,814.08	0.00	1,173.13	0.00	228.84	944.29	84,869.79
Sep-30-17	21	84,869.79	0.00	1,173.13	0.00	226.32	946.81	83,922.98
Oct-30-17	22	83,922.98	0.00	1,173.13	0.00	223.80	949.33	82,973.65
Nov-30-17	23	82,973.65	0.00	1,173.13	0.00	221.26	951.87	82,021.78
Dec-30-17	24	82,021.78	0.00	1,173.13	0.00	218.72	954.41	81,067.37
			0.00	14,077.56	0.00	2,790.75	11,286.81	
Jan-30-18	25	81,067.37	0.00	1,173.13	0.00	216.18	956.95	80,110.42
Feb-28-18	26	80,110.42	0.00	1,173.13	0.00	213.63	959.50	79,150.92
Mar-30-18	27	79,150.92	0.00	1,173.13	0.00	211.07	962.06	78,188.86
Apr-30-18	28	78,188.86	0.00	1,173.13	0.00	208.50	964.63	77,224.23
May-30-18	29	77,224.23	0.00	1,173.13	0.00	205.93	967.20	76,257.03
Jun-30-18	30	76,257.03	0.00	1,173.13	0.00	203.36	969.77	75,287.26
Jul-30-18	31	75,287.26	0.00	1,173.13	0.00	200.76	972.37	74,314.89
Aug-30-18	32	74,314.89	0.00	1,173.13	0.00	198.18	974.95	73,339.94
Sep-30-18	33	73,339.94	0.00	1,173.13	0.00	195.57	977.56	72,362.38
Oct-30-18	34	72,362.38	0.00	1,173.13	0.00	192.97	980.16	71,382.22
Nov-30-18	35	71,382.22	0.00	1,173.13	0.00	190.35	982.78	70,399.44
Dec-30-18	36	70,399.44	0.00	1,173.13	0.00	187.73	985.40	69,414.04
			0.00	14,077.56	0.00	2,424.23	11,653.33	
Jan-30-19	37	69,414.04	0.00	1,173.13	0.00	185.10	988.03	68,426.01
Feb-28-19	38	68,426.01	0.00	1,173.13	0.00	182.47	990.66	67,435.35
Mar-30-19	39	67,435.35	0.00	1,173.13	0.00	179.83	993.30	66,442.05
Apr-30-19	40	66,442.05	0.00	1,173.13	0.00	177.18	995.95	65,446.10
May-30-19	41	65,446.10	0.00	1,173.13	0.00	174.52	998.61	64,447.49
Jun-30-19	42	64,447.49	0.00	1,173.13	0.00	171.86	1,001.27	63,446.22
Jul-30-19	43	63,446.22	0.00	1,173.13	0.00	169.19	1,003.94	62,442.28
Aug-30-19	44	62,442.28	0.00	1,173.13	0.00	166.52	1,006.61	61,435.67
Sep-30-19	45	61,435.67	0.00	1,173.13	0.00	163.82	1,009.31	60,426.36
Oct-30-19	46	60,426.36	0.00	1,173.13	0.00	161.14	1,011.99	59,414.37
Nov-30-19	47	59,414.37	0.00	1,173.13	0.00	158.44	1,014.69	58,399.68
Dec-30-19	48	58,399.68	0.00	1,173.13	0.00	155.73	1,017.40	57,382.28
			0.00	14,077.56	0.00	2,045.80	12,031.76	
Jan-30-20	49	57,382.28	0.00	1,173.13	0.00	153.02	1,020.11	56,362.17
Feb-29-20	50	56,362.17	0.00	1,173.13	0.00	150.30	1,022.83	55,339.34
Mar-30-20	51	55,339.34	0.00	1,173.13	0.00	147.57	1,025.56	54,313.78
Apr-30-20	52	54,313.78	0.00	1,173.13	0.00	144.84	1,028.29	53,285.49

Amortization Schedule

Prepared Feb-04-2021 15:23 by Tyler Crow
Quote number TJC-05719
Customer CITY OF FARMERSVILLE 001-0785042-000 36mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD000449

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20003%	Principal	Ending Balance
May-30-20	53	53,285.49	0.00	1,173.13	0.00	142.09	1,031.04	52,254.45
Jun-30-20	54	52,254.45	0.00	1,173.13	0.00	139.35	1,033.78	51,220.67
Jul-30-20	55	51,220.67	0.00	1,173.13	0.00	136.59	1,036.54	50,184.13
Aug-30-20	56	50,184.13	0.00	1,173.13	0.00	133.82	1,039.31	49,144.82
Sep-30-20	57	49,144.82	0.00	1,173.13	0.00	131.05	1,042.08	48,102.74
Oct-30-20	58	48,102.74	0.00	1,173.13	0.00	128.28	1,044.85	47,057.89
Nov-30-20	59	47,057.89	0.00	1,173.13	0.00	125.49	1,047.64	46,010.25
Dec-30-20	60	46,010.25	0.00	1,342.07	0.00	122.69	1,219.38	44,790.87
			0.00	14,246.50	0.00	1,655.09	12,591.41	
Jan-30-21	61	44,790.87	0.00	1,342.07	0.00	119.45	1,222.62	43,568.25
Feb-28-21	62	43,568.25	0.00	1,342.07	0.00	116.18	1,225.89	42,342.36
Mar-30-21	63	42,342.36	0.00	1,342.07	0.00	112.92	1,229.15	41,113.21
Apr-30-21	64	41,113.21	0.00	1,342.07	0.00	109.64	1,232.43	39,880.78
May-30-21	65	39,880.78	0.00	1,342.07	0.00	106.35	1,235.72	38,645.06
Jun-30-21	66	38,645.06	0.00	1,342.07	0.00	103.06	1,239.01	37,406.05
Jul-30-21	67	37,406.05	0.00	1,342.07	0.00	99.75	1,242.32	36,163.73
Aug-30-21	68	36,163.73	0.00	1,342.07	0.00	96.44	1,245.63	34,918.10
Sep-30-21	69	34,918.10	0.00	1,342.07	0.00	93.12	1,248.95	33,669.15
Oct-30-21	70	33,669.15	0.00	1,342.07	0.00	89.79	1,252.28	32,416.87
Nov-30-21	71	32,416.87	0.00	1,342.07	0.00	86.45	1,255.62	31,161.25
Dec-30-21	72	31,161.25	0.00	1,342.07	0.00	83.10	1,258.97	29,902.28
			0.00	16,104.84	0.00	1,216.25	14,888.59	
Jan-30-22	73	29,902.28	0.00	1,342.07	0.00	79.74	1,262.33	28,639.95
Feb-28-22	74	28,639.95	0.00	1,342.07	0.00	76.38	1,265.69	27,374.26
Mar-30-22	75	27,374.26	0.00	1,342.07	0.00	73.00	1,269.07	26,105.19
Apr-30-22	76	26,105.19	0.00	1,342.07	0.00	69.62	1,272.45	24,832.74
May-30-22	77	24,832.74	0.00	1,342.07	0.00	66.22	1,275.85	23,556.89
Jun-30-22	78	23,556.89	0.00	1,342.07	0.00	62.83	1,279.24	22,277.65
Jul-30-22	79	22,277.65	0.00	1,342.07	0.00	59.41	1,282.66	20,994.99
Aug-30-22	80	20,994.99	0.00	1,342.07	0.00	55.99	1,286.08	19,708.91
Sep-30-22	81	19,708.91	0.00	1,342.07	0.00	52.56	1,289.51	18,419.40
Oct-30-22	82	18,419.40	0.00	1,342.07	0.00	49.12	1,292.95	17,126.45
Nov-30-22	83	17,126.45	0.00	1,342.07	0.00	45.67	1,296.40	15,830.05
Dec-30-22	84	15,830.05	0.00	1,342.07	0.00	42.22	1,299.85	14,530.20
			0.00	16,104.84	0.00	732.76	15,372.08	
Jan-30-23	85	14,530.20	0.00	1,342.07	0.00	38.75	1,303.32	13,226.88
Feb-28-23	86	13,226.88	0.00	1,342.07	0.00	35.28	1,306.79	11,920.09
Mar-30-23	87	11,920.09	0.00	1,342.07	0.00	31.79	1,310.28	10,609.81
Apr-30-23	88	10,609.81	0.00	1,342.07	0.00	28.29	1,313.78	9,296.03
May-30-23	89	9,296.03	0.00	1,342.07	0.00	24.80	1,317.27	7,978.76
Jun-30-23	90	7,978.76	0.00	1,342.07	0.00	21.28	1,320.79	6,657.97
Jul-30-23	91	6,657.97	0.00	1,342.07	0.00	17.76	1,324.31	5,333.66
Aug-30-23	92	5,333.66	0.00	1,342.07	0.00	14.22	1,327.85	4,005.81
Sep-30-23	93	4,005.81	0.00	1,342.07	0.00	10.69	1,331.38	2,674.43
Oct-30-23	94	2,674.43	0.00	1,342.07	0.00	7.13	1,334.94	1,339.49
Nov-30-23	95	1,339.49	0.00	1,342.07	1.00	3.58	1,339.49	0.00
			0.00	14,762.77	1.00	233.57	14,530.20	
total			103,286.00	117,529.19	1.00	14,244.19	103,286.00	

Ending balance not equal to early buy out amount

Amortization Schedule

Prepared Feb-04-2021 15:21 by Tyler Crow
Quote number TJC-05717
Customer CITY OF FARMERSVILLE 001-0785042-001 24mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD00450

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20001%	Principal	Ending Balance
Dec-30-15	0	0.00	103,286.00	0.00	0.00	0.00	0.00	103,286.00
			103,286.00	0.00	0.00	0.00	0.00	
Jan-30-16	1	103,286.00	0.00	1,173.13	0.00	275.43	897.70	102,388.30
Feb-29-16	2	102,388.30	0.00	1,173.13	0.00	273.03	900.10	101,488.20
Mar-30-16	3	101,488.20	0.00	1,173.13	0.00	270.64	902.49	100,585.71
Apr-30-16	4	100,585.71	0.00	1,173.13	0.00	268.23	904.90	99,680.81
May-30-16	5	99,680.81	0.00	1,173.13	0.00	265.81	907.32	98,773.49
Jun-30-16	6	98,773.49	0.00	1,173.13	0.00	263.40	909.73	97,863.76
Jul-30-16	7	97,863.76	0.00	1,173.13	0.00	260.97	912.16	96,951.60
Aug-30-16	8	96,951.60	0.00	1,173.13	0.00	258.54	914.59	96,037.01
Sep-30-16	9	96,037.01	0.00	1,173.13	0.00	256.10	917.03	95,119.98
Oct-30-16	10	95,119.98	0.00	1,173.13	0.00	253.65	919.48	94,200.50
Nov-30-16	11	94,200.50	0.00	1,173.13	0.00	251.20	921.93	93,278.57
Dec-30-16	12	93,278.57	0.00	1,173.13	0.00	248.74	924.39	92,354.18
			0.00	14,077.56	0.00	3,145.74	10,931.82	
Jan-30-17	13	92,354.18	0.00	1,173.13	0.00	246.28	926.85	91,427.33
Feb-28-17	14	91,427.33	0.00	1,173.13	0.00	243.81	929.32	90,498.01
Mar-30-17	15	90,498.01	0.00	1,173.13	0.00	241.33	931.80	89,566.21
Apr-30-17	16	89,566.21	0.00	1,173.13	0.00	238.84	934.29	88,631.92
May-30-17	17	88,631.92	0.00	1,173.13	0.00	236.35	936.78	87,695.14
Jun-30-17	18	87,695.14	0.00	1,173.13	0.00	233.85	939.28	86,755.86
Jul-30-17	19	86,755.86	0.00	1,173.13	0.00	231.35	941.78	85,814.08
Aug-30-17	20	85,814.08	0.00	1,173.13	0.00	228.84	944.29	84,869.79
Sep-30-17	21	84,869.79	0.00	1,173.13	0.00	226.32	946.81	83,922.98
Oct-30-17	22	83,922.98	0.00	1,173.13	0.00	223.80	949.33	82,973.65
Nov-30-17	23	82,973.65	0.00	1,173.13	0.00	221.26	951.87	82,021.78
Dec-30-17	24	82,021.78	0.00	1,173.13	0.00	218.72	954.41	81,067.37
			0.00	14,077.56	0.00	2,790.75	11,286.81	
Jan-30-18	25	81,067.37	0.00	1,173.13	0.00	216.18	956.95	80,110.42
Feb-28-18	26	80,110.42	0.00	1,173.13	0.00	213.63	959.50	79,150.92
Mar-30-18	27	79,150.92	0.00	1,173.13	0.00	211.07	962.06	78,188.86
Apr-30-18	28	78,188.86	0.00	1,173.13	0.00	208.50	964.63	77,224.23
May-30-18	29	77,224.23	0.00	1,173.13	0.00	205.93	967.20	76,257.03
Jun-30-18	30	76,257.03	0.00	1,173.13	0.00	203.36	969.77	75,287.26
Jul-30-18	31	75,287.26	0.00	1,173.13	0.00	200.76	972.37	74,314.89
Aug-30-18	32	74,314.89	0.00	1,173.13	0.00	198.18	974.95	73,339.94
Sep-30-18	33	73,339.94	0.00	1,173.13	0.00	195.57	977.56	72,362.38
Oct-30-18	34	72,362.38	0.00	1,173.13	0.00	192.97	980.16	71,382.22
Nov-30-18	35	71,382.22	0.00	1,173.13	0.00	190.35	982.78	70,399.44
Dec-30-18	36	70,399.44	0.00	1,173.13	0.00	187.73	985.40	69,414.04
			0.00	14,077.56	0.00	2,424.23	11,653.33	
Jan-30-19	37	69,414.04	0.00	1,173.13	0.00	185.10	988.03	68,426.01
Feb-28-19	38	68,426.01	0.00	1,173.13	0.00	182.47	990.66	67,435.35
Mar-30-19	39	67,435.35	0.00	1,173.13	0.00	179.83	993.30	66,442.05
Apr-30-19	40	66,442.05	0.00	1,173.13	0.00	177.18	995.95	65,446.10
May-30-19	41	65,446.10	0.00	1,173.13	0.00	174.52	998.61	64,447.49
Jun-30-19	42	64,447.49	0.00	1,173.13	0.00	171.86	1,001.27	63,446.22
Jul-30-19	43	63,446.22	0.00	1,173.13	0.00	169.19	1,003.94	62,442.28
Aug-30-19	44	62,442.28	0.00	1,173.13	0.00	166.52	1,006.61	61,435.67
Sep-30-19	45	61,435.67	0.00	1,173.13	0.00	163.82	1,009.31	60,426.36
Oct-30-19	46	60,426.36	0.00	1,173.13	0.00	161.14	1,011.99	59,414.37
Nov-30-19	47	59,414.37	0.00	1,173.13	0.00	158.44	1,014.69	58,399.68
Dec-30-19	48	58,399.68	0.00	1,173.13	0.00	155.73	1,017.40	57,382.28
			0.00	14,077.56	0.00	2,045.80	12,031.76	
Jan-30-20	49	57,382.28	0.00	1,173.13	0.00	153.02	1,020.11	56,362.17
Feb-29-20	50	56,362.17	0.00	1,173.13	0.00	150.30	1,022.83	55,339.34
Mar-30-20	51	55,339.34	0.00	1,173.13	0.00	147.57	1,025.56	54,313.78
Apr-30-20	52	54,313.78	0.00	1,173.13	0.00	144.84	1,028.29	53,285.49

Amortization Schedule

Prepared Feb-04-2021 15:21 by Tyler Crow
Quote number TJC-05717
Customer CITY OF FARMERSVILLE 001-0785042-001 24mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD00450

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20001%	Principal	Ending Balance
May-30-20	53	53,285.49	0.00	1,173.13	0.00	142.09	1,031.04	52,254.45
Jun-30-20	54	52,254.45	0.00	1,173.13	0.00	139.35	1,033.78	51,220.67
Jul-30-20	55	51,220.67	0.00	1,173.13	0.00	136.59	1,036.54	50,184.13
Aug-30-20	56	50,184.13	0.00	1,173.13	0.00	133.82	1,039.31	49,144.82
Sep-30-20	57	49,144.82	0.00	1,173.13	0.00	131.05	1,042.08	48,102.74
Oct-30-20	58	48,102.74	0.00	1,173.13	0.00	128.28	1,044.85	47,057.89
Nov-30-20	59	47,057.89	0.00	1,173.13	0.00	125.49	1,047.64	46,010.25
Dec-30-20	60	46,010.25	0.00	1,981.61	0.00	122.69	1,858.92	44,151.33
			0.00	14,886.04	0.00	1,655.09	13,230.95	
Jan-30-21	61	44,151.33	0.00	1,981.61	0.00	117.74	1,863.87	42,287.46
Feb-28-21	62	42,287.46	0.00	1,981.61	0.00	112.77	1,868.84	40,418.62
Mar-30-21	63	40,418.62	0.00	1,981.61	0.00	107.78	1,873.83	38,544.79
Apr-30-21	64	38,544.79	0.00	1,981.61	0.00	102.79	1,878.82	36,665.97
May-30-21	65	36,665.97	0.00	1,981.61	0.00	97.78	1,883.83	34,782.14
Jun-30-21	66	34,782.14	0.00	1,981.61	0.00	92.75	1,888.86	32,893.28
Jul-30-21	67	32,893.28	0.00	1,981.61	0.00	87.72	1,893.89	30,999.39
Aug-30-21	68	30,999.39	0.00	1,981.61	0.00	82.66	1,898.95	29,100.44
Sep-30-21	69	29,100.44	0.00	1,981.61	0.00	77.61	1,904.00	27,196.44
Oct-30-21	70	27,196.44	0.00	1,981.61	0.00	72.52	1,909.09	25,287.35
Nov-30-21	71	25,287.35	0.00	1,981.61	0.00	67.44	1,914.17	23,373.18
Dec-30-21	72	23,373.18	0.00	1,981.61	0.00	62.33	1,919.28	21,453.90
			0.00	23,779.32	0.00	1,081.89	22,697.43	
Jan-30-22	73	21,453.90	0.00	1,981.61	0.00	57.21	1,924.40	19,529.50
Feb-28-22	74	19,529.50	0.00	1,981.61	0.00	52.08	1,929.53	17,599.97
Mar-30-22	75	17,599.97	0.00	1,981.61	0.00	46.93	1,934.68	15,665.29
Apr-30-22	76	15,665.29	0.00	1,981.61	0.00	41.78	1,939.83	13,725.46
May-30-22	77	13,725.46	0.00	1,981.61	0.00	36.60	1,945.01	11,780.45
Jun-30-22	78	11,780.45	0.00	1,981.61	0.00	31.42	1,950.19	9,830.26
Jul-30-22	79	9,830.26	0.00	1,981.61	0.00	26.21	1,955.40	7,874.86
Aug-30-22	80	7,874.86	0.00	1,981.61	0.00	21.00	1,960.61	5,914.25
Sep-30-22	81	5,914.25	0.00	1,981.61	0.00	15.78	1,965.83	3,948.42
Oct-30-22	82	3,948.42	0.00	1,981.61	0.00	10.53	1,971.08	1,977.34
Nov-30-22	83	1,977.34	0.00	1,981.61	1.00	5.27	1,977.34	0.00
			0.00	21,797.71	1.00	344.81	21,453.90	
total		103,286.00		116,773.31	1.00	13,488.31	103,286.00	

Ending balance not equal to early buy out amount

Amortization Schedule

Prepared Feb-04-2021 15:25 by Tyler Crow
Quote number TJC-05721
Customer CITY OF FARMERSVILLE 001-0785042-001 36mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD00450

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3.20003%	Principal	Ending Balance
Dec-30-15	0	0.00	103,286.00	0.00	0.00	0.00	0.00	103,286.00
			103,286.00	0.00	0.00	0.00	0.00	
Jan-30-16	1	103,286.00	0.00	1,173.13	0.00	275.43	897.70	102,388.30
Feb-29-16	2	102,388.30	0.00	1,173.13	0.00	273.03	900.10	101,488.20
Mar-30-16	3	101,488.20	0.00	1,173.13	0.00	270.64	902.49	100,585.71
Apr-30-16	4	100,585.71	0.00	1,173.13	0.00	268.23	904.90	99,680.81
May-30-16	5	99,680.81	0.00	1,173.13	0.00	265.81	907.32	98,773.49
Jun-30-16	6	98,773.49	0.00	1,173.13	0.00	263.40	909.73	97,863.76
Jul-30-16	7	97,863.76	0.00	1,173.13	0.00	260.97	912.16	96,951.60
Aug-30-16	8	96,951.60	0.00	1,173.13	0.00	258.54	914.59	96,037.01
Sep-30-16	9	96,037.01	0.00	1,173.13	0.00	256.10	917.03	95,119.98
Oct-30-16	10	95,119.98	0.00	1,173.13	0.00	253.65	919.48	94,200.50
Nov-30-16	11	94,200.50	0.00	1,173.13	0.00	251.20	921.93	93,278.57
Dec-30-16	12	93,278.57	0.00	1,173.13	0.00	248.74	924.39	92,354.18
			0.00	14,077.56	0.00	3,145.74	10,931.82	
Jan-30-17	13	92,354.18	0.00	1,173.13	0.00	246.28	926.85	91,427.33
Feb-28-17	14	91,427.33	0.00	1,173.13	0.00	243.81	929.32	90,498.01
Mar-30-17	15	90,498.01	0.00	1,173.13	0.00	241.33	931.80	89,566.21
Apr-30-17	16	89,566.21	0.00	1,173.13	0.00	238.84	934.29	88,631.92
May-30-17	17	88,631.92	0.00	1,173.13	0.00	236.35	936.78	87,695.14
Jun-30-17	18	87,695.14	0.00	1,173.13	0.00	233.85	939.28	86,755.86
Jul-30-17	19	86,755.86	0.00	1,173.13	0.00	231.35	941.78	85,814.08
Aug-30-17	20	85,814.08	0.00	1,173.13	0.00	228.84	944.29	84,869.79
Sep-30-17	21	84,869.79	0.00	1,173.13	0.00	226.32	946.81	83,922.98
Oct-30-17	22	83,922.98	0.00	1,173.13	0.00	223.80	949.33	82,973.65
Nov-30-17	23	82,973.65	0.00	1,173.13	0.00	221.26	951.87	82,021.78
Dec-30-17	24	82,021.78	0.00	1,173.13	0.00	218.72	954.41	81,067.37
			0.00	14,077.56	0.00	2,790.75	11,286.81	
Jan-30-18	25	81,067.37	0.00	1,173.13	0.00	216.18	956.95	80,110.42
Feb-28-18	26	80,110.42	0.00	1,173.13	0.00	213.63	959.50	79,150.92
Mar-30-18	27	79,150.92	0.00	1,173.13	0.00	211.07	962.06	78,188.86
Apr-30-18	28	78,188.86	0.00	1,173.13	0.00	208.50	964.63	77,224.23
May-30-18	29	77,224.23	0.00	1,173.13	0.00	205.93	967.20	76,257.03
Jun-30-18	30	76,257.03	0.00	1,173.13	0.00	203.36	969.77	75,287.26
Jul-30-18	31	75,287.26	0.00	1,173.13	0.00	200.76	972.37	74,314.89
Aug-30-18	32	74,314.89	0.00	1,173.13	0.00	198.18	974.95	73,339.94
Sep-30-18	33	73,339.94	0.00	1,173.13	0.00	195.57	977.56	72,362.38
Oct-30-18	34	72,362.38	0.00	1,173.13	0.00	192.97	980.16	71,382.22
Nov-30-18	35	71,382.22	0.00	1,173.13	0.00	190.35	982.78	70,399.44
Dec-30-18	36	70,399.44	0.00	1,173.13	0.00	187.73	985.40	69,414.04
			0.00	14,077.56	0.00	2,424.23	11,653.33	
Jan-30-19	37	69,414.04	0.00	1,173.13	0.00	185.10	988.03	68,426.01
Feb-28-19	38	68,426.01	0.00	1,173.13	0.00	182.47	990.66	67,435.35
Mar-30-19	39	67,435.35	0.00	1,173.13	0.00	179.83	993.30	66,442.05
Apr-30-19	40	66,442.05	0.00	1,173.13	0.00	177.18	995.95	65,446.10
May-30-19	41	65,446.10	0.00	1,173.13	0.00	174.52	998.61	64,447.49
Jun-30-19	42	64,447.49	0.00	1,173.13	0.00	171.86	1,001.27	63,446.22
Jul-30-19	43	63,446.22	0.00	1,173.13	0.00	169.19	1,003.94	62,442.28
Aug-30-19	44	62,442.28	0.00	1,173.13	0.00	166.52	1,006.61	61,435.67
Sep-30-19	45	61,435.67	0.00	1,173.13	0.00	163.82	1,009.31	60,426.36
Oct-30-19	46	60,426.36	0.00	1,173.13	0.00	161.14	1,011.99	59,414.37
Nov-30-19	47	59,414.37	0.00	1,173.13	0.00	158.44	1,014.69	58,399.68
Dec-30-19	48	58,399.68	0.00	1,173.13	0.00	155.73	1,017.40	57,382.28
			0.00	14,077.56	0.00	2,045.80	12,031.76	
Jan-30-20	49	57,382.28	0.00	1,173.13	0.00	153.02	1,020.11	56,362.17
Feb-29-20	50	56,362.17	0.00	1,173.13	0.00	150.30	1,022.83	55,339.34
Mar-30-20	51	55,339.34	0.00	1,173.13	0.00	147.57	1,025.56	54,313.78
Apr-30-20	52	54,313.78	0.00	1,173.13	0.00	144.84	1,028.29	53,285.49

Amortization Schedule

Prepared Feb-04-2021 15:25 by Tyler Crow
Quote number TJC-05721
Customer CITY OF FARMERSVILLE 001-0785042-001 36mo ext
Model 420F2IT Backhoe Loader
Serial Number HWD00450

Date	Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest 3,20003%	Principal	Ending Balance
May-30-20	53	53,285.49	0.00	1,173.13	0.00	142.09	1,031.04	52,254.45
Jun-30-20	54	52,254.45	0.00	1,173.13	0.00	139.35	1,033.78	51,220.67
Jul-30-20	55	51,220.67	0.00	1,173.13	0.00	136.59	1,036.54	50,184.13
Aug-30-20	56	50,184.13	0.00	1,173.13	0.00	133.82	1,039.31	49,144.82
Sep-30-20	57	49,144.82	0.00	1,173.13	0.00	131.05	1,042.08	48,102.74
Oct-30-20	58	48,102.74	0.00	1,173.13	0.00	128.28	1,044.85	47,057.89
Nov-30-20	59	47,057.89	0.00	1,173.13	0.00	125.49	1,047.64	46,010.25
Dec-30-20	60	46,010.25	0.00	1,342.07	0.00	122.69	1,219.38	44,790.87
			0.00	14,246.50	0.00	1,655.09	12,591.41	
Jan-30-21	61	44,790.87	0.00	1,342.07	0.00	119.45	1,222.62	43,568.25
Feb-28-21	62	43,568.25	0.00	1,342.07	0.00	116.18	1,225.89	42,342.36
Mar-30-21	63	42,342.36	0.00	1,342.07	0.00	112.92	1,229.15	41,113.21
Apr-30-21	64	41,113.21	0.00	1,342.07	0.00	109.64	1,232.43	39,880.78
May-30-21	65	39,880.78	0.00	1,342.07	0.00	106.35	1,235.72	38,645.06
Jun-30-21	66	38,645.06	0.00	1,342.07	0.00	103.06	1,239.01	37,406.05
Jul-30-21	67	37,406.05	0.00	1,342.07	0.00	99.75	1,242.32	36,163.73
Aug-30-21	68	36,163.73	0.00	1,342.07	0.00	96.44	1,245.63	34,918.10
Sep-30-21	69	34,918.10	0.00	1,342.07	0.00	93.12	1,248.95	33,669.15
Oct-30-21	70	33,669.15	0.00	1,342.07	0.00	89.79	1,252.28	32,416.87
Nov-30-21	71	32,416.87	0.00	1,342.07	0.00	86.45	1,255.62	31,161.25
Dec-30-21	72	31,161.25	0.00	1,342.07	0.00	83.10	1,258.97	29,902.28
			0.00	16,104.84	0.00	1,216.25	14,888.59	
Jan-30-22	73	29,902.28	0.00	1,342.07	0.00	79.74	1,262.33	28,639.95
Feb-28-22	74	28,639.95	0.00	1,342.07	0.00	76.38	1,265.69	27,374.26
Mar-30-22	75	27,374.26	0.00	1,342.07	0.00	73.00	1,269.07	26,105.19
Apr-30-22	76	26,105.19	0.00	1,342.07	0.00	69.62	1,272.45	24,832.74
May-30-22	77	24,832.74	0.00	1,342.07	0.00	66.22	1,275.85	23,556.89
Jun-30-22	78	23,556.89	0.00	1,342.07	0.00	62.83	1,279.24	22,277.65
Jul-30-22	79	22,277.65	0.00	1,342.07	0.00	59.41	1,282.66	20,994.99
Aug-30-22	80	20,994.99	0.00	1,342.07	0.00	55.99	1,286.08	19,708.91
Sep-30-22	81	19,708.91	0.00	1,342.07	0.00	52.56	1,289.51	18,419.40
Oct-30-22	82	18,419.40	0.00	1,342.07	0.00	49.12	1,292.95	17,126.45
Nov-30-22	83	17,126.45	0.00	1,342.07	0.00	45.67	1,296.40	15,830.05
Dec-30-22	84	15,830.05	0.00	1,342.07	0.00	42.22	1,299.85	14,530.20
			0.00	16,104.84	0.00	732.76	15,372.08	
Jan-30-23	85	14,530.20	0.00	1,342.07	0.00	38.75	1,303.32	13,226.88
Feb-28-23	86	13,226.88	0.00	1,342.07	0.00	35.28	1,306.79	11,920.09
Mar-30-23	87	11,920.09	0.00	1,342.07	0.00	31.79	1,310.28	10,609.81
Apr-30-23	88	10,609.81	0.00	1,342.07	0.00	28.29	1,313.78	9,296.03
May-30-23	89	9,296.03	0.00	1,342.07	0.00	24.80	1,317.27	7,978.76
Jun-30-23	90	7,978.76	0.00	1,342.07	0.00	21.28	1,320.79	6,657.97
Jul-30-23	91	6,657.97	0.00	1,342.07	0.00	17.76	1,324.31	5,333.66
Aug-30-23	92	5,333.66	0.00	1,342.07	0.00	14.22	1,327.85	4,005.81
Sep-30-23	93	4,005.81	0.00	1,342.07	0.00	10.69	1,331.38	2,674.43
Oct-30-23	94	2,674.43	0.00	1,342.07	0.00	7.13	1,334.94	1,339.49
Nov-30-23	95	1,339.49	0.00	1,342.07	1.00	3.58	1,339.49	0.00
			0.00	14,762.77	1.00	233.57	14,530.20	
total			103,286.00	117,529.19	1.00	14,244.19	103,286.00	

Ending balance not equal to early buy out amount

Agenda Section	Regular Agenda
Section Number	VII.E
Subject	Consider, discuss and act upon allowing City Manager, Ben White, to sign the contract and documents for the Wastewater Treatment Plant 1 trickling arm filter.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 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 style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII.F
Subject	Update regarding the inclement weather in the City of Farmersville.
To	Mayor and Council Members
From	Ben White, City Manager
Date	February 23, 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 style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

VIII. Requests to be Placed on Future Agendas

IX. Adjournment