Farmersville
DISCOVER A TEXAS TREASURE

FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
March 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**
   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.
- Applications for Boards and Commissions are now being accepted. An application can be downloaded on the website or picked up at City Hall.
- From March 1st through March 29th citizens may notice a Temporary Change in Disinfectant from NTMWD. Please see more information on the city's website.
- Citizen Surveys are now available for completion. More information can be found on the flyer attached to the agenda or on the city's website.

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

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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

B. City Financial Report

V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body's most recent and/or upcoming meetings and activities. Council members may also deliberate

and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

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

A. City Amenities Board
   1. Possible Council Liaison Report

B. Farmersville Community Development Board (Type B)
   1. Minutes
   2. Financials
   3. Possible Council Liaison Report

C. FEDC Farmersville Economic Development Board (Type A)
   1. Financials
   2. Possible Council Liaison Report

D. Main Street Board
   1. Possible Council Liaison Report

E. Parks & Recreation Board
   1. Possible Council Liaison Report

F. Planning & Zoning Commission
   1. 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-2021-0323-001 regarding an application requesting a change in zoning on approximately 4.137 acres of land, more or less, from C – Commercial District Uses to MF-2 – Multifamily Residence-2 District Uses for an apartment complex. The property is generally situated at 1904 Harvard Blvd., and located in the Murphy's Crossing Addition,

Phase II, Lot 9, out of the W.B. Williams Survey, Abstract A-952, of Farmersville, Collin County, Texas.

B. Public hearing to consider, discuss and act upon a recommendation from the Planning & Zoning Commission and Ordinance #O-2021-0323-002 regarding text amendments to Chapter 77, "Zoning," by amending Sections 77-66, "Accessory Building Regulations," and Section 77-67 "Exterior Construction Standards for Structures," to modify the minimum and maximum requirements for accessory buildings and accessory structures.

VII. READING OF ORDINANCES

A. Consider, discuss and act on all matters incident and related to the issuance and sale of the "City of Farmersville, Texas, Public Property Finance Contractual Obligation, Series 2021", including the adoption of an Ordinance #O-2021-0323-003 authorizing the issuance of such obligation

VIII. REGULAR AGENDA

A. Consider, discuss and act upon a Facilities Agreement with HCG Realty and Development regarding property located on the southwest corner of Farmersville Parkway and South Hamilton Street.

B. Consider, discuss and act upon the bid tabs and recommendation for the procurement of services for grant writing for the city.

C. Consider, discuss and act regarding Covid funding for small businesses.

D. Discussion regarding citywide hazardous material inspection processes and results.

E. Quarterly report from Main Street Manager, Kevin Casey.

F. Update on execution of the Wastewater Treatment Plant 1 trickling arm filter contract.

G. Update on Collin Parkway and Farmersville Parkway.

IX. REQUESTS TO BE PLACED ON FUTURE AGENDAS

X. ADJOURNMENT

Dated this the 19th day of March, 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 March 19, 2021 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, TRMC
City Secretary

CITY OF FARMERSVILLE
TEXAS

I. Preliminary Matters

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 Historic Preservation Ad Hoc Meeting 4:30 pm	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 Historic Preservation Ad Hoc Meeting 6:00 pm	25 City Amenities Board Meeting 4:00 pm	26	27
28	29	30	31			

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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 Celebrate Trails Day Early Voting 8-5
25	26 Early Voting 7-7	27 City Council Meeting 7:30 pm Early Voting 7-7	28	29	30	

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MAY 2021

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

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Farmersville

PLEASE TAKE THE CITIZEN SURVEY

SCAN TO TAKE NOW

AVAILABLE IN SPANISH

RESIDENTS' OPINIONS HELP SHAPE THE FUTURE AND IMPROVE THE QUALITY OF LIFE IN FARMERSVILLE. ALL RESIDENTS ARE INVITED TO TAKE THE ONLINE SURVEY THROUGH FRIDAY, APRIL 2.

OR ACCESS SURVEY AT

WWW.FARMERSVILLETX.COM

WHAT DO YOU THINK? TELL US.

Information will be posted online at www.nctcog.org/input for public review and comment **March 8 - April 7, 2021**. To request printed copies of the information, call 817-608-2365 or email cbaylor@nctcog.org.

MOBILITY 2045 UPDATE

One of the primary responsibilities of a Metropolitan Planning Organization is the development and maintenance of a Metropolitan Transportation Plan (MTP). NCTCOG staff has initiated the development of an update to the current MTP, Mobility 2045, and will provide an overview and update on the timeline for the Plan.

LOOK OUT TEXANS CAMPAIGN

NCTCOG is once again launching the Look Out Texans campaign to inform people walking, biking, and driving on how to be safe and look out for one another on Texas roadways and trails. The campaign launches this spring and will run through the fall, focusing on crosswalk safety, biking tips, and how drivers should interact with people biking and walking. An overview of the campaign will be provided.

DFW CLEAN CITIES UPDATE: 2019 IMPACTS AND FLEET RECOGNITION AWARDS

NCTCOG is the host organization for Dallas-Fort Worth Clean Cities (DFWCC), a US Department of Energy initiative to reduce total energy impacts in the transportation sector. As part of these efforts, DFWCC surveys local fleets each year about alternative fuel use and other fuel-saving activities. The 2019 Annual Survey results highlighting energy impact and emissions reductions as well as details on the Fleet Recognition program will be provided.

RESOURCES AND INFORMATION

Regional Smoking Vehicle Program: www.smokingvehicle.net
Vehicle Incentives & Funding Opportunities: www.nctcog.org/aqfunding
Interactive Public Input: Map Your Experience: www.nctcog.org/mapyourexperience
Highlighted Regional Trails Videos: www.nctcog.org/bikeweb

WWW.NCTCOG.ORG/INPUT

NCTCOGtrans

North Central Texas Council of Governments

REGIONAL TRANSPORTATION ONLINE INPUT OPPORTUNITY

Learn about transportation in the region and help set future priorities. The Regional Transportation Council and North Central Texas Council of Governments, together serving as the Metropolitan Planning Organization for the Dallas-Fort Worth area, are seeking public input.

Submit comments and questions to NCTCOG:
Email: transinfo@nctcog.org
Website: www.nctcog.org/input
Fax: 817-640-3028
Phone: 817-695-9240
Mail: P.O. Box 5888
Arlington, TX 76005-5888

For special accommodations due to a disability or for language translation, call 817-608-2365 or email cbaylor@nctcog.org. Reasonable accommodations will be made.
Para ajustes especiales por discapacidad o para interpretación de idiomas, llame al 817-608-2365 o por email: cbaylor@nctcog.org. Se harán las adaptaciones razonables.

¿Y USTED QUE PIENSA? CUÉNTENOS.

La información se publicará en línea www.nctcog.org/input para revisión pública y comentarios **8 de marzo - 7 de abril de 2021**. Para solicitar las copias impresas de la información, llame al 817-608-2365 o por correo electrónico cbaylor@nctcog.org.

Actualización de Mobility 2045

Unas de las principales responsabilidades del Metropolitan Planning Organization es el desarrollo y mantenimiento de Metropolitan Transportation Plan (MTP por sus siglas en inglés). El personal del NCTCOG ha iniciado el desarrollo de una actualización del más recién MTP, Mobility 2045, y proporcionará una visión general y actualización sobre el cronograma del Plan.

Campaña Look Out Texans

El NCTCOG lanza una vez más la campaña Look Out Texans para informar a las personas que caminan, andan en bicicleta, y conducen sobre como estar seguros y cuidarse mutuamente en las carreteras y senderos de Texas. La campaña se inicia esta primavera y se extenderá hasta el otoño, enfocándose en la seguridad de los cruces peatonales, consejos para andar en bicicleta, y como los conductores deben interactuar con personas en bicicleta y caminando. Se proporcionará en descripción general de la campaña.

Actualización DFW Clean Cities: Premios de Reconocimiento a los Impactos y Flota 2019

El NCTCOG es el anfitrión de Dallas-Fort Worth Clean Cities (DFWCC por sus siglas en inglés), una iniciativa del US Department of Energy para reducir los impactos energéticos totales en el sector del transporte. Como parte de estos esfuerzos, el DFWCC encuesta cada año a las flotas locales sobre el uso de combustible alternativos y otras actividades de ahorro de combustible. Se proporcionarán los resultados de la encuesta anual de 2019, destacando el impacto energético y la reducción de emisiones, así como detalles sobre el programa Fleet Recognition.

RECURSOS E INFORMACIÓN

- Regional Smoking Vehicle Program (RSVP por sus siglas en inglés): **www.smokingvehicle.net**
- Incentivos para Vehículos y Oportunidades de Financiación: **www.nctcog.org/aqfunding**
- Participación pública interactiva: Mapear su propia experiencia **www.nctcog.org/mapyourexperience**
- Videos Sobre Senderos Regionales: **www.nctcog.org/bikeweb**

EL REGIONAL TRANSPORTATION DA LA OPORTUNIDAD PARA LA PARTICIPACIÓN EN LÍNEA

Aprenda sobre el transporte en la región y ayude en establecer prioridades futuras. The Regional Transportation Council y North Central Texas Council of Governments, sirviendo juntos como el Metropolitan Planning Organization para el área de Dallas Fort-Worth, y están en busca de la contribución pública.

Enviar comentarios y preguntas a NCTCOG:
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Fax: 817-640-3028
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WWW.NCTCOG.ORG/INPUT

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North Central Texas Council of Governments

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	March 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	March 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	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Farmersville
DISCOVER A TEXAS TREASURE

FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
For
March 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 and Terry Williams were all present. Jim Hemby was not in attendance. City staff members Ben White, Sandra Green, Rick Ranspot, Kim Morris, Daphne Hamlin, Frank Gonzalez, Steven Lail and City Attorney Alan Lathrom were also present.
- Prayer was led by Kim Morris, Fire Chief, followed by the pledges to the United States and Texas flags.
  - Calendar of upcoming holidays and meetings.
  - Applications for Boards and Commissions are now being accepted. An application can be downloaded on the website or picked up at City Hall.
  - From March 1st through March 29th citizens may notice a Temporary Change in Disinfectant from NTMWD. Please see more information on the city's website.

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

- No one came forward in person or via teleconference.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

- Benny Mondy, who resides at 210 N. Washington, stated in a meeting he had with the City Manager and Mayor it was said that his pop-up business was breaking the law. He asked how he was breaking the law. He said he was told to get necessary information and the permit would be issued. He said the

Manager at the Dollar Store is asking why he cannot set up there like he wants to.

- Ben White stated that our current ordinance does not allow pop-up vendors or food trucks within the city limits. He explained there are currently two businesses the city has decided to allow to operate at this time. He said he made a comment that he was breaking the law in joking manner. We are trying to be lenient until a decision is made to either allow them or not and an ordinance is created.

IV. CONSENT AGENDA

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A. City Council Minutes

B. Public Works Report

C. City Financial Report

D. City Manager's Report

- Craig Overstreet pulled the Public Work's Report and the City Manager's Report.
    - Motion to approve items A and C made by Mike Henry
    - 2nd to approve was Craig Overstreet
    - All council members voted in favor

- Craig Overstreet asked what the high speed internet item was talking about in the Public Work's Report. He said the report showed that a detailed business plan had been started. He asked who gave him the direction to move forward with that.
- Ben White stated he is trying to produce a business plan document that can be presented to Council to see if it is something they want to consider and move forward with.
- Mike Henry asked about the status of Farmersville Parkway showing it was in the engineering phase at 30%. He said he thought the engineering was complete.
- Ben White stated it should be the construction phase, not the engineering phase.
- Mike Henry asked about the driveway to Collin College.

- Ben White stated they will be accessing the College off Collin Parkway. He said a portion of the road will be opened up for students only. Bob Tedford will remain a flex base entrance to the site.
- Mike Henry asked about the completion date of the road.
- Ben White stated it should be complete by the end of April.
- On the City Manager's Report Craig Overstreet asked about the platting of the Patriot Concrete site.
- Ben White said the Planning & Zoning Commission are discussing the change of the industrial area from High Impact to Heavy Industrial 2 right now. After the ordinance is changed they will continue on with the other processes.
- Dwain Mathers asked about the Chaparral Trail grants and wanted to know how many were applied for.
- Ben White stated four grants were applied for. Out of those that were applied for, three have funds already budgeted. He indicated those grants will not even be awarded until August or September sometime.

    - Motion to approve the Public Work's Report and the City Manager's Report made by Craig Overstreet
    - 2nd to approve was Mike Henry
    - All council members voted in favor

V. INFORMATIONAL ITEMS

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

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 stated they reviewed the amended and proposed rules for the Senior Citizens Center.

B. Farmersville Community Development Board (Type B)
   1. Possible Council Liaison Report
      - Terry Williams said they spoke about the two billboard contracts that are up for renewal. They are going to a month-by-month payment until they discuss further.

C. FEDC Farmersville Economic Development Board (Type A)
   1. Possible Council Liaison Report

D. Main Street Board
   1. Possible Council Liaison Report
      - Craig Overstreet said the Chamber of Commerce let them know that on Saturday, April 3, the Farmersville Market would have the Easter Bunny who would appear in two different locations. They tabled the discussion of trash cans and benches until August and they tabled their work plan discussion.

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 second reading of Ordinance #O-2021-0309-001 regarding changing the name of College Avenue in Camden Park Phase 3.
   - **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 it passage and publication of the caption as required by law.

- Sandra Green apologized to the Council for leaving Dartmouth off the list of street names that were already taken.
- Dwain Mathers recommended Duke Street.
    - Motion to rename the street to Duke Street made by Dwain Mathers
    - 2nd was made by Mike Henry
    - All council members voted in favor

VII. REGULAR AGENDA

A. Consider, discuss and act upon a Historic Society Beneficiary Letter.

- Ben White explained the Historic Society came to him because they are a non-profit organization and they own the Bain-Honaker home and the lot next to it. They have ask that the city be the beneficiary of the property in the event their organization dissolves or something else happens. He asked for permission from Council to allow him to sign a letter listing the city as the beneficiary. He said he would ask the City Attorney to write the letter.
- Craig Overstreet asked if the original deed would allow us to do that and if it would prohibit the city from taking over the property if the non-profit is dissolved. He said he wants to make sure the deed is reviewed before signing the letter.
- Ben White stated he would have the City Attorney review the deed.
    - Terry Williams made a motion to approve with the review of the deed.
- Dwain Mathers wanted to know what they wanted us to do with it the property.
- Ben White stated they are not putting any restrictions on the land at this time.
- Craig Overstreet just wanted to make sure there was no issues with the deed and no liens were on the property.
- Alan Lathrom explained that he would research the deed and draft a letter that would come back before Council for consideration.
    - 2nd was made by Mike Henry
    - All council members voted in favor

B. Consider, discuss and act upon the Farmersville Street Capital Support Strategy.

- Ben White stated there is a six step strategy for the budget that he would like to go by in order for the streets to get fixed in the future. He said the problem is the lack of money to fix the streets. He indicated this plan would allow us to improve one street a year. He is suggesting to continue working with TIRZ to fix interface streets. He explained one example of a street that TIRZ is repairing is Welch Dr. He said by the next budget year they will be doing panel replacements. He would also like for TIRZ to increase funding for fire and police serving in the TIRZ zone. He explained his plan shows that 20% of sale tax revenues would come of the top for the street budget every year. He said if we increased the ad valorem tax that would give us more money for streets. He said we could increase the street budget by 20% every year until the budget reached $550,000.00 per year. He said we would also have to find money in other departments and that would be hard to do. He said we could apply for TxCDB grants for streets as well. He explained the city would need at least the matching funds in the budget if we were awarded any grant. He stated streets are very expensive and we try to complete them as economically feasible as possible. He stated he was looking for direction from Council as to how they want to move forward into the next budget year.
- Craig Overstreet said he believes it is long overdue, but we have to be disciplined and make sacrifices because it is not a lot of money.
- Ben White said the idea is to build up the general fund. We have to get a different mix of businesses in town so we can raise our general fund. We do not want the citizens to pay higher rates to achieve this goal.
- Mike Henry stated the city has to start somewhere or we will never get the streets fixed.
- Dwain Mathers asked if this plan was similar to what other cities have done to fix their roads.
- Ben White sated yes and Plano started the same way with one street a year.

C. Discussion regarding Covid funding for small businesses.

- Ben White said the city awarded small business grants to business that applied and were approved back in December. There were a few business that did not apply for the grants for varies reasons. Two locations are asking for consideration now and one is not.
- Dwain Mathers stated because the city messed up he is asking that we make it right. He is wanting the city to take it out of the additional money the city received in December.
- Mike Henry stated at what point it stops being the city's fault the businesses did not apply. He said the grant application process was publicized in the newspaper and other social media avenues.

- Ben White stated we did publish it in the newspaper and our Main Street Manager was personally getting the word out. There was a small time frame that everyone had to apply in order to receive the money.
- Mayor Wiebold asked if any of the businesses applied for the Collin County Grant.
- Ben White stated he believes one tried, but he is not sure if they completed the process.
- Kevin Casey stated word got out about the grants by placing it on the Main Street's Facebook page and the City's website. He explained notice was also sent to the Chamber of Commerce and the newspaper.
- Ben White stated all the businesses could have applied for the Collin County Grant as well.
- Dwain Mathers stated we were delayed in moving forward with our grants because of the county grant and he feels it is unfortunate that these businesses did not receive funds. He said it would be easy to make it right.
- Mayor Wiebold asked if the $100,000.00 the city received in December could be used for these businesses.
- Ben White stated that was funding for police and fire. He does not know if it could be spent for that. He said that it will be used for IT for the police department and fire department.
- Craig Overstreet asked that the city attorney look into the legality of it because those businesses missed the deadline for applying.

D. Discussion regarding a possible Residential Renovation Incentive Program.

- Ben White explained there is a program that Denison is using for the renovation of homes in their town. It allows residents and commercial businesses to renovate their properties that would increase the value. He went over some of the perks of the renovation program in the City of Denison.
- Dwain Mathers asked who pays the rebate fee.
- Ben White stated the rebates are done after the fact and the city would pay those from the ad valorem taxes. He explained he would recommend utility bill rebates and area street signs could be upgraded.
- Craig Overstreet said the City of Richardson has been doing a program similar to this for years.
- Ben White said he thinks it is a great program and is proposing to create a resolution and bring it before the Council for review.
- Terry Williams wanted to compare what the City of Richardson is also doing.
- Mayor Wiebold said he has spoken to several builders throughout the city and they really like the idea.

- Alan Lathrom stated he would recommend Council review The City of the Colony's program as well.
- Direction was given to staff to move forward and blend those cities program into a program for the City of Farmersville and bring back to Council at a later date.

E. Discussion on the linear feet and cost associated with the replacement of galvanized pipe throughout the city.

- Ben White stated the galvanized pipes are real problems, but he does not have the money to replace them. They show up on his Public Work's Report, but they are always low priority because of the cost. He gave the cost of a contractor replacing them and listed the streets where the galvanized pipes are located. He said the city is constantly flushing the lines because of the pipes. We are just now getting into a situation with our water budget to where we can maybe do a project. He explained our number one project is our elevated water tank on the north side of town. He indicated that the city does not have the money to fix that either.
- Craig Overstreet asked if there is a matching funding through the state that would help.
- Ben White said there is a clean water fund and he constantly asks Eddy Daniel from DBI Engineering how we can get funds to help with items like this. He said we are finally getting to our take or pay with the water system. He wants to do something that is cash related or grant related, but he does not want to take out another loan that would cause more debt.
- Craig Overstreet said the galvanized lines are not acceptable to the citizens. He recommended that as the city prepares the budget we consider rate increases for the water and sewer rates so we can fix these lines.

F. Update on the FEDC (4A) consultant regarding the possibility of hiring an Economic Development Director.

- Ben White explained he highly supports an EDC Director for the city. He said we need the mix of commercial and residential in order to help the city. He stated he helps with economic development, but someone full time would be more beneficial.
- Mike Henry asked where 4A is on hiring a consultant.
- Dwain Mathers said they had a budget of $20,000.00 to hire a consultant. At the next meeting they will discuss going with a consultant or they could bypass the consultant and go from there.

- Ben White stated they are talking to other cities and developing data to help make their decision.
- Dwain Mathers said they are also developing a scope of work. He said he believes it would allow Ben White to do his job and not worry about economic development.
- Craig Overstreet stated he feels the city will eventually be bypassed and the tax base will never be where it needs to be if we are not proactive and aggressive. He explained the city has to extend the tax base. He said the Home Rule Charter would allow us to expand the extraterritorial jurisdiction of the city. He said he is not sure when the city needs and EDC Director, but we are at the tipping point.
- Ben White stated that he agrees with the Home Rule Charter statement because it expands the city's jurisdiction.
- Dwain Mathers explained that the Comprehensive Plan comes into play too and an EDC Director would be needed to implement that.
- Craig Overstreet stated the college and Farmersville ISD is growing. He explained it is important to have orderly growth in the city.
- Mike Henry said he wanted this item on the agenda because nothing has been done yet and he believes it is time and they need a job description.

G. Update concerning electrical distribution system.

- Ben White stated we received a bill from the City of Garland for the amount of electricity that was used over the last month during the inclement weather event. He showed some data that indicated the load data and charges/payments. He said we have a bill of $706,876.39 to pay and he is wanting it to be paid with the electrical system. Some cities are increasing their PCA in order to pay the fee over time. He is recommending we get into a five year note and repay the loan within three years. He said it would increase our PCA charge approximately 1 cent or less per kWh. He explained the market is going to change and we are going to be changing with it. He wants Council's direction on what they want to do.
- Craig Overstreet asked who the holder of the debt would be.
- Ben White stated it would be in the bond market. He said one option, if Garland demands we pay the bill before the 1st week in April, could be to pay it in cash and then reimburse the account later with the loan. But, he does not want it to affect our bond rating. He believes there would be legality issues with that because he does not think you can take out a loan and use it to the replace money in the general fund. He said he wants to get a note to cover the costs.

- Dwain Mathers asked why we would need more money than what the debt would be.
- Ben White stated the PCA is negative right now too.

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Craig Overstreet wanted an annual report on the fire and police hazmat training and the potential for problems.
- Mike Henry wanted an update on the execution of the Wastewater Treatment Plant 1 trickling arm filter contract, and an update on Collin Parkway and Farmersville Parkway.

IX. ADJOURNMENT

Meeting was adjourned at 7:53 p.m.

APPROVE:

_____

Bryon Wiebold, Mayor

ATTEST:

_____

Sandra Green, TRMC
City Secretary

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	City Financial Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	City Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ No motion, no action

MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: March 17TH, 2021

Subject: February 2021 Budget Report

Financial Reporting is available for review on the City website. www.farmersvilletx.com. Press OpenGov button ;> Press Stories button at the top under City logo; Press City of Farmersville February 2021 Financial Report.

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

	2020-2021 Budget	Revenues vs. Expenses	2020-2021 to Date	2019-2020 Actual	2018-2019 Actual
General Fund Revenue	4,145,770	Revenue to Date	2,692,223	2,188,866	2,149,664
General Fund Expense	4,145,770	Expenses to Date	1,777,445	1,426,698	1,537,394
Water Fund Revenue	1,830,906	Revenue to Date	793,719	611,907	531,867
Water Fund Impact Fee Revenue	84,310	Revenue to Date	67,041	16,678	97,150
Water Fund Expense	1,915,216	Expenses to Date	632,514	850,575	630,384
Wastewater Fund Revenue	1,397,304	Revenue to Date	535,930	471,780	410,292
Wastewater Fund Impact Fee Revenue	120,336	Revenue to Date	221,021	30,437	258,201
Wastewater Fund Expense	1,517,640	Expenses to Date	496,782	623,177	416,067
Electric Fund Revenue	4,154,363	Revenue to Date	1,554,093	1,489,072	1,424,730
Electric Fund Expense	4,154,363	Expenses to Date	1,717,459	1,792,765	1,579,651
Refuse Fund Revenue	510,058	Revenue to Date	215,384	209,595	195,265
Refuse Fund Expense	510,058	Expenses to Date	179,458	176,290	168,880

Cash Summary

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

SUMMARY OF CASH BALANCES FEBRUARY 2021

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			$ 108,071.00	
Permit Fund			$ (45,793.40)	
Refuse Fund			$ 17,111.29	
Water Fund			$ 506,376.66	
Wastewater Fund			$ 591,207.38	
Electric Fund			$ (833,154.72)	
Cares Act Funding		$ -		
CC Child Safety		$ 20,191.58		
2012 Bond		$ -		
Waterwaste Bond Fund		$ -		
Law Enf Training		$ 1,874.31		
Disbursement Fund		$ 2,143.33		
Library Donation Fund		$ 2,589.40		
Court Tech/Sec		$ 22,296.00		
Civic Ctr/Library Repair		$ (26,498.35)		
JW Spain Grant		$ 699.64		
Rike St. Grant		$ (108,411.37)		
Radio Note		$ 6,082.79		
Chapparal Grant/Safe Route To School/Sewer/Sidewalk		$ (41,383.58)		
CC Bond Farmersville Parkway		$ 130,333.11		
2019 Farmersville Parkway		$ -		
Equipment Replacement		$ 5,322.29		
Interest Earned	$ 95.78			
TOTAL:	**$ 95.78**	**$ 15,239.15**	**$ 343,818.21**	**$ 359,057.36**
Debt Service Accounts				
County Tax Deposit (cbtx 0807)(Debt Service)	$ 27.48	$ 192,992.07		
Debt Service Reserve (Texpool 0014) (2 months rsv)	$ 17.80	$ 479,536.49		
TOTAL:	**$ 45.28**	**$ 672,528.56**		**$ 672,528.56**
Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	$ 3.79	$ 113,979.49		
Water Dev. Board (Texstar 1110)	$ 15.94	$ 598,633.90		
2019 C/O Street (Texstar 0190)	$ 31.25	$ 717,540.18		
Listcon Escrow(Texstar 0300)	$ 3.21	$ 125,143.95		
Summit Property Sewer Escrow (cbtx 231)	$ 0.27	$ 16,709.48		
2012 G/O Bond, streets, water, wastewater (Texstar 01	$ 2.56	$ 100,098.94		
TOTAL:	**$ 57.02**	**$ 1,672,105.94**	**$ -**	**$ 1,672,105.94**
Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	$ 58.27	$ 1,861,080.34		
Water/WW Fund (Texpool 0003)(Operating 90 day)	$ 2.55	$ 76,965.73		
Water/WW Fund (Texpool 00017)(Capital)	$ 10.93	$ 332,018.16		
Elec. Fund (Texpool 0005) (Operating)	$ 1.65	$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	$ 11.17	$ 339,316.80		
Elec. Surcharge (Texpool 0015)	$ 4.26	$ 128,094.05		
Money Market Acct. (cbtx 092)	$ 5.69		$ 74,166.74	
TOTAL:	**$ 94.52**	**$ 2,787,475.08**	**$ 74,166.74**	**$ 2,861,641.82**
Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund		$ -		
TOTAL APPROPRIATED SURPLUS		**$ -**	**$ -**	**$ -**
TOTAL CASH & INVESTMENT ACCOUNTS		**$ 5,147,348.73**	**$ 417,984.95**	**$ 5,565,333.68**

03/18/2021

SUMMARY OF CASH BALANCES FEBRUARY 2021

FEDC 4A Board Investment & Checking Account								
FEDC 4A Checking Account(Independent Bank 7909)	$	79.89	$	360,411.94				
FEDC 4A Checking Account(Independent Bank 452)	$	59.32	$	257,805.64				
FEDC 4A Investment Account (Texpool 0001)	$	35.41	$	1,072,398.56				
FEDC 4A Certificate of Deposit (Independent Bank)			$	250,000.00				
TOTAL:	**$**	**174.62**	**$**	**1,940,616.14**	**$**	**-**	**$**	**1,940,616.14**

FCDC 4B Board Investment & Checking Account								
FCDC 4B Checking Account (Independent Bank 9724)	$	6.21	$	173,850.57				
FCDC 4B Investment Account (Texpool 0001)	$	18.07	$	546,823.29				
TOTAL:	**$**	**24.28**	**$**	**720,673.86**	**$**	**-**	**$**	**720,673.86**

TIRZ Account								
County Tax Deposits (cbtx 01276)	$	0.26	$	3,226.67				
TIRZ Texpool Account (xxx019)	$	13.79	$	417,043.80				
TOTAL:	**$**	**14.05**	**$**	**420,270.47**	**$**	**-**	**$**	**420,270.47**

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

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

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

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

Daphne Hamlin

Daphne Hamlin, City Investment Officer

10-2019 NCTCOG - Public Funds Inv Act.

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,145,770	489,819.76	2,692,223.41	0.00	1,453,546.59	64.94
TOTAL REVENUES	4,145,770	489,819.76	2,692,223.41	0.00	1,453,546.59	64.94
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	850.00	0.00	1,190.00	41.67
CONTRACTS & PROF. SVCS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	500	0.00	72.00	0.00	428.00	14.40
PERSONNEL RELATED ITEMS	13,760	0.00	8,905.63	0.00	4,854.37	64.72
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	17,300	170.00	9,827.63	0.00	7,472.37	56.81
12-ADMINISTRATION						
PERSONNEL SERVICES	515,934	32,382.52	185,061.81	0.00	330,872.19	35.87
CONTRACTS & PROF. SVCS	286,182	31,902.86	118,788.12	0.00	167,393.88	41.51
CONST. MATL./TOOLS/EQUP	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	134,844	8,582.18	57,408.78	0.00	77,435.22	42.57
UTILITIES	22,750	2,213.70	10,269.29	0.00	12,480.71	45.14
SUPPLIES	26,000	961.97	3,005.98	0.00	22,994.02	11.56
PERSONNEL RELATED ITEMS	49,700	3,131.67	12,518.09	0.00	37,181.91	25.19
CAPITAL EXPENDITURES	0	0.00	0.00	(0.01)	0.01	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	1,035,410	79,174.90	387,052.07	(0.01)	648,357.94	37.38
14-MUNICIPAL COURT						
PERSONNEL SERVICES	158,380	11,023.26	68,612.17	0.00	89,767.83	43.32
CONTRACTS & PROF. SVCS	26,400	1,875.00	8,150.00	0.00	18,250.00	30.87
MAINTENANCE	19,482	2,000.00	7,506.53	0.00	11,975.47	38.53
UTILITIES	1,740	142.90	668.14	0.00	1,071.86	38.40
SUPPLIES	7,500	675.51	1,829.91	0.00	5,670.09	24.40
PERSONNEL RELATED ITEMS	9,410	287.83	5,872.42	0.00	3,537.58	62.41
CAPITAL EXPENDITURES	1,750	0.00	0.00	0.00	1,750.00	0.00
TOTAL 14-MUNICIPAL COURT	224,662	16,004.50	92,639.17	0.00	132,022.83	41.23
15-LIBRARY						
PERSONNEL SERVICES	103,567	8,534.86	45,126.69	0.00	58,440.31	43.57
CONTRACTS & PROF. SVCS	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE	27,945	2,962.50	12,332.61	0.00	15,612.39	44.13
UTILITIES	11,000	928.21	4,262.83	0.00	6,737.17	38.75

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	3,650	0.00	352.03	0.00	3,297.97	9.64
PERSONNEL RELATED ITEMS	6,532	151.65	3,352.65	0.00	3,179.35	51.33
CAPITAL EXPENDITURES	15,000	2,383.48	4,872.22	0.00	10,127.78	32.48
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	167,894	14,960.70	70,299.03	0.00	97,594.97	41.87
16-CIVIC/CENTER						
CONTRACTS & PROF. SVCS	4,641	0.00	0.00	0.00	4,641.00	0.00
UTILITIES	14,900	1,023.21	4,665.88	0.00	10,234.12	31.31
TOTAL 16-CIVIC/CENTER	19,541	1,023.21	4,665.88	0.00	14,875.12	23.88
21-POLICE DEPT.						
PERSONNEL SERVICES	969,844	70,194.89	376,743.64	0.00	593,100.36	38.85
CONTRACTS & PROF. SVCS	87,734	332.50	39,624.76	0.00	48,109.24	45.16
CONST. MATL./TOOLS/EQUP	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	102,865	8,584.99	50,529.52	4,738.62	47,596.86	53.73
UTILITIES	41,500	3,272.36	14,005.11	0.00	27,494.89	33.75
SUPPLIES	62,100	3,324.59	17,549.15	0.00	44,550.85	28.26
PERSONNEL RELATED ITEMS	27,100	2,143.44	20,215.03	0.00	6,884.97	74.59
CAPITAL EXPENDITURES	104,783	(557.86)	102,381.18	0.00	2,401.82	97.71
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,396,926	87,294.91	621,048.39	4,738.62	771,138.99	44.80
22-FIRE DEPT.						
PERSONNEL SERVICES	235,807	15,561.28	91,919.66	0.00	143,887.34	38.98
CONTRACTS & PROF. SVCS	72,560	160.00	26,090.00	0.00	46,470.00	35.96
CONST. MATL./TOOLS/EQUP	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	37,650	494.78	9,158.09	83.52	28,408.39	24.55
UTILITIES	2,640	144.07	750.05	0.00	1,889.95	28.41
SUPPLIES	32,200	270.09	5,911.29	0.00	26,288.71	18.36
PERSONNEL RELATED ITEMS	19,600	1,789.08	21,787.57	0.00	(2,187.57)	111.16
CAPITAL EXPENDITURES	2,500	0.00	0.00	0.00	2,500.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	403,457	18,419.30	155,616.66	83.52	247,756.82	38.59
34-STREET SYSTEM						
PERSONNEL SERVICES	88,904	11,726.12	85,714.77	0.00	3,189.23	96.41
CONTRACTS & PROF. SVCS	8,800	0.00	7,227.87	0.00	1,572.13	82.13
CONST. MATL./TOOLS/EQUP	161,811	8,873.43	57,898.78	2,204.26	101,707.96	37.14
MAINTENANCE	3,500	1,148.61	1,459.34	0.00	2,040.66	41.70
UTILITIES	12,850	385.81	2,560.29	0.00	10,289.71	19.92
SUPPLIES	500	370.17	1,932.48	0.00	(1,432.48)	386.50
PERSONNEL RELATED ITEMS	1,500	0.00	81.54	0.00	1,418.46	5.44
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	277,865	22,504.14	156,875.07	2,204.26	118,785.67	57.25
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	91,465	9,147.65	60,051.35	0.00	31,413.65	65.66
CONTRACTS & PROF. SVCS	23,500	450.00	5,156.23	0.00	18,343.77	21.94
CONST. MATL./TOOLS/EQUP	41,336	59.39	67,367.83	0.00	(26,031.83)	162.98

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MAINTENANCE	6,500	366.01	4,141.82	0.00	2,358.18	63.72
UTILITIES	22,750	2,844.02	10,441.02	0.00	12,308.98	45.89
SUPPLIES	500	0.00	0.00	0.00	500.00	0.00
PERSONNEL RELATED ITEMS	300	0.00	0.00	0.00	300.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	186,351	12,867.07	147,158.25	0.00	39,192.75	78.97
39-PARKS						
PERSONNEL SERVICES	60,173	1,322.57	22,332.08	0.00	37,840.92	37.11
CONTRACTS & PROF. SVCS	51,750	2,150.00	13,227.72	0.00	38,522.28	25.56
CONST. MATL./TOOLS/EQUP	20,000	0.00	6,638.54	0.00	13,361.46	33.19
MAINTENANCE	16,500	1,080.63	6,710.63	0.00	9,789.37	40.67
UTILITIES	75,000	2,534.60	15,087.12	0.00	59,912.88	20.12
SUPPLIES	4,500	0.00	789.93	0.00	3,710.07	17.55
PERSONNEL RELATED ITEMS	500	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	228,423	7,087.80	64,786.02	0.00	163,636.98	28.36
71-DEBT SERVICE						
DEBT SERVICE	187,941	62,301.00	67,477.52	0.00	120,463.48	35.90
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	187,941	62,301.00	67,477.52	0.00	120,463.48	35.90
TOTAL EXPENDITURES	4,145,770	321,807.53	1,777,445.69	7,026.39	2,361,297.92	43.04
REVENUE OVER/(UNDER) EXPENDITURES	0	168,012.23	914,777.72	(7,026.39)	(907,751.33)	0.00

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	1,394,591	243,260.82	1,247,354.45	0.00	147,236.55	89.44
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX,PEN. & INT.	39,947	2,976.58	25,074.16	0.00	14,872.84	62.77
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	600,621	62,058.37	248,826.48	0.00	351,794.52	41.43
100.00.5722.000 BEVERAGE TAX	6,100	497.97	2,548.44	0.00	3,551.56	41.78
100.00.5730.000 FRANCHISE FEES - GARBAGE	35,655	2,915.67	14,569.96	0.00	21,085.04	40.86
100.00.5731.000 FRANCHISE FEES - GAS	33,000	0.00	29,789.33	0.00	3,210.67	90.27
100.00.5732.000 SKYBEAM	58,320	4,860.00	24,300.00	0.00	34,020.00	41.67
100.00.5733.000 ELEC. FUND FRANCHISE FEE	7,200	0.00	7,498.32	0.00	(298.32)	104.14
100.00.5734.000 FRANCHISE FEES - TELE.	3,000	50.60	461.20	0.00	2,538.80	15.37
100.00.5735.000 FRANCHISE FEES - CABLE	19,000	6,123.41	11,703.45	0.00	7,296.55	61.60
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5740.000 ANNEXATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	100,817	25,220.87	120,173.99	0.00	(19,356.99)	119.20
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	200	0.00	60.00	0.00	140.00	30.00
100.00.5742.000 PLANNING & ZONING FEES	50,000	10,869.51	45,761.98	0.00	4,238.02	91.52
100.00.5743.000 FEES (ANIMAL REG)	200	30.00	45.00	0.00	155.00	22.50
100.00.5744.000 PENALTIES	150,000	7,599.39	42,830.88	0.00	107,169.12	28.55
100.00.5745.000 CNTY FIRE RUNS	114,132	0.00	56,636.01	0.00	57,495.99	49.62
100.00.5746.000 ONION SHED RENTAL	500	0.00	50.00	0.00	450.00	10.00
100.00.5747.000 COUNTY LIBRARY FUND	31,100	0.00	0.00	0.00	31,100.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5752.000 SENIOR CENTER DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5753.000 DONATIONS	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	102,593	0.00	0.00	0.00	102,593.00	0.00
100.00.5758.000 T-MOBLIE LEASE	16,747	1,500.74	7,503.70	0.00	9,243.30	44.81
100.00.5759.000 GAMING MACHINE LICENSE	1,200	0.00	0.00	0.00	1,200.00	0.00
100.00.5762.000 INTEREST EARNED	15,000	126.92	901.81	0.00	14,098.19	6.01
100.00.5763.000 FEDC 4A STAFF SUPPORT	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	1,000.00	4,000.00	0.00	8,000.00	33.33
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	0.00	684.88	0.00	6,515.12	9.51
100.00.5769.000 OTHER INCOME	27,956	12.60	764.54	0.00	27,191.46	2.73
100.00.5769.001 CARES ACT REFUND	0	0.00	101,677.36	0.00	(101,677.36)	0.00
100.00.5769.002 FARMERSVILLE LIGHTS DONA	0	0.00	34,950.00	0.00	(34,950.00)	0.00
100.00.5769.003 FVILLE LIGHT CARRIAGE RI	0	0.00	1,125.00	0.00	(1,125.00)	0.00
100.00.5771.000 ATHLECTIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	500	0.00	25.00	0.00	475.00	5.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	4,499.23	0.00	(4,499.23)	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	23,968.00	0.00	(23,968.00)	0.00
100.00.5791.000 4B SUPPORT REVENUE	1,000	0.00	0.00	0.00	1,000.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	8,629.10	0.00	12,080.90	41.67

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,500.00	0.00	2,100.00	41.67
100.00.5794.000 CIVIC RENT	5,500	0.00	250.00	0.00	5,250.00	4.55
100.00.5795.000 4B SALARY	85,000	0.00	30,608.69	0.00	54,391.31	36.01
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5899.000 SALE OF EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5940.000 INSURANCE CLAIM REFUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,464,286	118,690.49	593,452.45	0.00	870,833.55	40.53
100.00.5992.000 SALE OF FIXED ASSESTS	97,300	0.00	0.00	0.00	97,300.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.001 TIRZ TRANSFER OUT	(360,205)	0.00	0.00	0.00	(360,205.00)	0.00
TOTAL 00-REVENUE	4,145,770	489,819.76	2,692,223.41	0.00	1,453,546.59	64.94
TOTAL REVENUE	4,145,770	489,819.76	2,692,223.41	0.00	1,453,546.59	64.94

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2021

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	1,915,216	246,253.33	867,519.78	0.00	1,047,696.22	45.30
TOTAL REVENUES	1,915,216	246,253.33	867,519.78	0.00	1,047,696.22	45.30
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	140,572	8,549.22	47,115.16	0.00	93,456.84	33.52
CONTRACTS & PROF. SVCS	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	35,333	3,514.15	41,287.77	0.00	(5,954.77)	116.85
UTILITIES	5,750	611.66	1,357.70	0.00	4,392.30	23.61
SUPPLIES	3,000	336.51	1,308.59	0.00	1,691.41	43.62
PERSONNEL RELATED ITEMS	18,000	1,469.38	8,575.46	0.00	9,424.54	47.64
TOTAL 12-ADMINISTRATION	203,155	14,480.92	99,644.68	0.00	103,510.32	49.05
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
CONST. MATL./TOOLS/EQUP	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
PERSONNEL RELATED ITEMS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	257,116	26,443.10	108,388.64	0.00	148,727.36	42.16
CONTRACTS & PROF. SVCS	120,405	3,705.57	32,907.82	0.00	87,497.18	27.33
CONST. MATL./TOOLS/EQUP	282,170	9,135.43	31,027.55	102.24	251,040.21	11.03
MAINTENANCE	5,500	471.33	4,108.67	0.00	1,391.33	74.70
UTILITIES	32,750	2,595.50	15,493.45	0.00	17,256.55	47.31
SUPPLIES	847,596	70,463.72	282,608.88	0.00	564,987.12	33.34
PERSONNEL RELATED ITEMS	22,150	40.00	7,554.39	0.00	14,595.61	34.11
CAPITAL EXPENDITURES	22,500	0.00	0.00	0.00	22,500.00	0.00
TRANSFERS	121,874	10,156.17	50,780.85	0.00	71,093.15	41.67
TOTAL 35-WATER DEPT.	1,712,061	123,010.82	532,870.25	102.24	1,179,088.51	31.13
TOTAL EXPENDITURES	1,915,216	137,491.74	632,514.93	102.24	1,282,598.83	33.03
REVENUE OVER/(UNDER) EXPENDITURES	0	108,761.59	235,004.85	(102.24)	(234,902.61)	0.00

700-WATER FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	11,500	1,630.00	4,910.00	0.00	6,590.00	42.70
700.00.5744.000 PENALTIES	15,000	1,076.60	10,093.59	0.00	4,906.41	67.29
700.00.5745.000 AGREEMENTS AND CONTRACTS	179,000	17,339.49	79,424.38	0.00	99,575.62	44.37
700.00.5746.000 IMPACT FEE	84,310	11,805.00	67,041.00	0.00	17,269.00	79.52
700.00.5751.000 CITY WATER SALES	1,612,836	109,899.53	598,258.25	0.00	1,014,577.75	37.09
700.00.5752.000 CHANGE IN UTILITY DEPOSI	0	0.00	0.00	0.00	0.00	0.00
700.00.5753.000 WATER TAP FEES	10,570	3,148.00	6,296.00	0.00	4,274.00	59.56
700.00.5762.000 INTEREST EARNED	2,000	12.03	153.88	0.00	1,846.12	7.69
700.00.5767.000 OTHER REVENUE	0	27,542.68	27,542.68	0.00	(27,542.68)	0.00
700.00.5769.000 OTHER REVENUE	0	73,800.00	73,800.00	0.00	(73,800.00)	0.00
700.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,915,216	246,253.33	867,519.78	0.00	1,047,696.22	45.30
TOTAL REVENUE	1,915,216	246,253.33	867,519.78	0.00	1,047,696.22	45.30

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	1,517,640	156,329.72	756,951.36	0.00	760,688.64	49.88
TOTAL REVENUES	1,517,640	156,329.72	756,951.36	0.00	760,688.64	49.88
EXPENDITURE SUMMARY						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	56,143	4,358.53	24,942.61	0.00	31,200.39	44.43
TOTAL 12-ADMINISTRATION	56,143	4,358.53	24,942.61	0.00	31,200.39	44.43
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	149,337	7,417.58	35,128.02	0.00	114,208.98	23.52
CONTRACTS & PROF. SVCS	38,900	791.40	4,791.10	0.00	34,108.90	12.32
CONST. MATL./TOOLS/EQUP	62,933	6,571.04	19,267.87	0.00	43,665.13	30.62
MAINTENANCE	602,185	44,096.01	251,741.40	0.00	350,443.60	41.80
UTILITIES	25,275	2,100.42	9,263.79	0.00	16,011.21	36.65
SUPPLIES	5,500	389.72	1,630.20	0.00	3,869.80	29.64
PERSONNEL RELATED ITEMS	5,000	0.00	0.00	0.00	5,000.00	0.00
DEBT SERVICE	319,587	0.00	34,733.00	0.00	284,854.00	10.87
CAPITAL EXPENDITURES	0	9,959.70	9,959.70	0.00	(9,959.70)	0.00
TRANSFERS	252,780	21,065.00	105,325.00	0.00	147,455.00	41.67
TOTAL 36-WASTEWATER SYSTEM	1,461,497	92,390.87	471,840.08	0.00	989,656.92	32.28
TOTAL EXPENDITURES	1,517,640	96,749.40	496,782.69	0.00	1,020,857.31	32.73
REVENUE OVER/(UNDER) EXPENDITURES	0	59,580.32	260,168.67	0.00	(260,168.67)	0.00

705-WASTEWATER

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	1,374,804	107,259.34	526,621.73	0.00	848,182.27	38.31
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	1,021.45	6,671.56	0.00	8,328.44	44.48
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	120,336	48,038.00	221,021.00	0.00	(100,685.00)	183.67
705.00.5753.000 SEWER TAP FEE	5,000	0.00	2,507.00	0.00	2,493.00	50.14
705.00.5762.000 INTEREST EARNED	2,500	10.93	130.07	0.00	2,369.93	5.20
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5800.000 CONTRIBUTED CAPITAL	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,517,640	156,329.72	756,951.36	0.00	760,688.64	49.88
TOTAL REVENUE	1,517,640	156,329.72	756,951.36	0.00	760,688.64	49.88

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2021

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	4,154,363	383,824.80	1,554,093.37	0.00	2,600,269.63	37.41
TOTAL REVENUES	4,154,363	383,824.80	1,554,093.37	0.00	2,600,269.63	37.41
EXPENDITURE SUMMARY						
12-ADMINISTRATION						
PERSONNEL SERVICES	77,005	4,981.84	28,388.21	0.00	48,616.79	36.87
TOTAL 12-ADMINISTRATION	77,005	4,981.84	28,388.21	0.00	48,616.79	36.87
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	482,695	41,619.22	215,955.16	0.00	266,739.84	44.74
CONTRACTS & PROF. SVCS	89,000	7,498.98	19,421.97	0.00	69,578.03	21.82
CONST. MATL./TOOLS/EQUP	161,575	3,526.19	76,642.84	48.66	84,883.50	47.46
MAINTENANCE	30,342	1,237.56	4,075.15	0.00	26,266.85	13.43
UTILITIES	13,750	1,106.36	4,863.13	0.00	8,886.87	35.37
SUPPLIES	2,137,791	198,729.82	905,823.77	0.00	1,231,967.23	42.37
PERSONNEL RELATED ITEMS	24,868	1,183.48	7,352.61	0.00	17,515.39	29.57
DEBT SERVICE	40,631	2,622.04	53,741.59	0.00	(13,110.59)	132.27
CAPITAL EXPENDITURES	157,500	7,926.54	9,859.44	6,633.60	141,006.96	10.47
TRANSFERS	939,206	78,267.16	391,335.80	0.00	547,870.20	41.67
TOTAL 37-ELECTRIC DEPT.	4,077,358	343,717.35	1,689,071.46	6,682.26	2,381,604.28	41.59
TOTAL EXPENDITURES	4,154,363	348,699.19	1,717,459.67	6,682.26	2,430,221.07	41.50
REVENUE OVER/(UNDER) EXPENDITURES	0	35,125.61	(163,366.30)	(6,682.26)	170,048.56	0.00

715-ELECTRIC FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	9,500	415.00	2,870.00	0.00	6,630.00	30.21
715.00.5744.000 PENALTIES	40,000	4,151.31	17,706.01	0.00	22,293.99	44.27
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,488,861	299,502.80	1,214,641.31	0.00	2,274,219.69	34.81
715.00.5752.000 CHANGE IN ELECTRIC DEPOS	0	0.00	0.00	0.00	0.00	0.00
715.00.5755.000 SURCHARGE	150,000	12,705.07	50,406.13	0.00	99,593.87	33.60
715.00.5757.000 PCA (POWER COST ADJ)	459,502	67,033.54	268,266.99	0.00	191,235.01	58.38
715.00.5762.000 INTEREST	6,500	17.08	202.93	0.00	6,297.07	3.12
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5770.000 SALES TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,154,363	383,824.80	1,554,093.37	0.00	2,600,269.63	37.41
TOTAL REVENUE	4,154,363	383,824.80	1,554,093.37	0.00	2,600,269.63	37.41

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	510,058	42,905.62	215,384.37	0.00	294,673.63	42.23
TOTAL REVENUES	510,058	42,905.62	215,384.37	0.00	294,673.63	42.23
EXPENDITURE SUMMARY						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	397,232	39,166.73	132,447.53	0.00	264,784.47	33.34
CONST. MATL./TOOLS/EQUP	110,426	9,202.16	46,010.80	0.00	64,415.20	41.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,000.00	0.00	1,400.00	41.67
PERSONNEL RELATED ITEMS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	510,058	48,568.89	179,458.33	0.00	330,599.67	35.18
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	510,058	48,568.89	179,458.33	0.00	330,599.67	35.18
REVENUE OVER/(UNDER) EXPENDITURES	0	(5,663.27)	35,926.04	0.00	(35,926.04)	0.00

720-REFUSE FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	481.97	2,539.51	0.00	4,960.49	33.86
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	234,297	20,306.75	100,830.91	0.00	133,466.09	43.04
720.00.5752.000 COMMERCIAL TRASH COLLECT	182,691	14,531.40	74,408.03	0.00	108,282.97	40.73
720.00.5755.000 RECYCLE	79,436	6,975.50	34,582.42	0.00	44,853.58	43.53
720.00.5755.001 RECYCLE FRANCHISE FEE	6,134	610.00	3,023.50	0.00	3,110.50	49.29
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	0	0.00	0.00	0.00	0.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	510,058	42,905.62	215,384.37	0.00	294,673.63	42.23
TOTAL REVENUE	510,058	42,905.62	215,384.37	0.00	294,673.63	42.23

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	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ 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	March 23, 2021
Attachment(s)	1. Minutes 2. Financials 3. 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Farmersville
DISCOVER A TEXAS TREASURE

FARMERSVILLE 4B COMMUNITY DEVELOPMENT CORPORATION (CDC)

Minutes – January 11th 2021

6:00 P.M. Farmersville City Hall

205 S. Main St. Farmersville, TX 75442

I. PRELIMINARY MATTERS

A. Call to order: The Meeting of the Farmersville 4B meeting was called to order at 6:04 P.M. by Stephen Caspari, President.

B. Roll Call: The Following board members were present: Stephen Caspari remote, Tonya Mercer, Blake Munger present. Melody Hudson and Aaron Destefano and Jesse Nelson absent. City staff member Kevin Casey was also present.

C. II. PUBLIC COMMENT

D. MAIN STREET REPORT

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider for approval November and December 2020 Meeting Minutes

- Motion to approve Blake Monger
- Tonya Mercer seconds
- All approved

B. Consider for approval November and December 2020 Financial Statements

- Tonya Mercer makes motion to approve
- Blake Munger seconds

- **Consider for approval October 2020 Monthly Expenses**
  - Daphne Hamlin gave and accounting on the checks that were included in the package.
  - Motion made to approve by monthly expenses by Blake Munger
  - Tonya Mercer seconds
  - All approved

C. Consider discuss and act upon Budget Amendment for legal fee and training.

- Daphne Hamlin advises board the budget amendment had been completed reflecting the extra $5000.

D. Discussion and take possible action of agreement with 4b and City to fun the Main Street Program

- Stephen Caspari discusses Main Street agreement funding and possible changes advises board members to complete the online TEDC training.

E. Consider, discuss and act upon additional funds for 3rd grant to fund The Trail.

- Daphne Hamlin provides update on budget amendment of $50,000 to fund the grant had been completed and awaiting vote.
- Stephen Caspari makes motion to approve the grant funding
- Tonya Mercer seconds
- All approved

F. Main Street Report

- Kevin Casey provides a report to the activities of Main Streets 3rd quarter report. Year End report is due to the state by January 15th and will report back to board once State Main Street completes assessment.

IV. APPROVE ITEMS TO BE PLACED ON FUTURE AGENDAS (Board Members)

- Main Street Report
- Downtown Parking

V. ADJOURNMENT – Richard Holbrook adjourned at 6:46 P.M.

Signatures:

Richard L Holbrook

Richard Holbrook, President

Blake Mounger, Secretary/Treasurer

FARMERSVILLE COMMUNITY DEVELOPMENT CORP 4B

JANUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Community Development Corp 4B
January 2021

Statement Balance 1-1-2021	**$140,681.98**
Deposits:	$605.00
Sales Tax:	$24,605.43
Now Checking Int. .05%	$6.40
Wire Fee	$(10.00)
Checks 3006-3010,3012,3014-3019	$(22,963.63)
Balance 1-29-2021	**$142,925.18**

Outstanding Transactions	
Check 3011-3013	$(100.00)
Sales Tax	
Transfer to Texpool	
CD Interest	
Balance 3-4-2021	**$142,825.18**

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

Revenue:	FY2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Sales Tax Collections	$300,000	$23,155	$23,953	$21,671	$24,605									$ 93,384	31.13%
Interest Income	$ 150	$ 5	$ 5	$ 6	$ 6									$ 22	14.37%
Misc.					$ 605									$ 605	
Wire Fee		$ (10)	$ (10)	$ (10)	$ (10)									$ (40)	
New Check Stock														$ -	
Reimbursement														$ -	
Transfer from TEXPOOL/or cash in bank														$ -	
Total Revenue	**$ 300,150**	**$ 23,150**	**$ 23,948**	**$ 21,666**	**$ 25,206**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$0.00**	**$93,970**	**31.31%**

Expenses	FY2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Main Street Personnel & Supplies														$ -	
Personnel	$ 85,000				$ 18,319									$ 18,319	21.55%
Supplies/training/dues	$ 10,000		$ 50	$ 164	$ 2,402									$ 2,616	26.16%
Main Street Special Events (PJ260)	$ 500													$ -	0.00%
Gazebo Restoration (PJ248)	$ 10,000													$ -	0.00%
Sound System Monthly Subscription (PJ255)	$ 500	$ 39	$ 39	$ 39	$ 39									$ 156	31.25%
Best Center Fiber Optic (PJ229)	$ 8,500													$ -	0.00%
Total Main Street Program	**$ 114,500**													$ -	0.00%
Parks and Recreation															
Chaparral Trail Upgrade Project MM5.1 to MM13.2 (PJ246)	$ 150,000													$ -	0.00%
Rambler Park Swing Set (PJ249)	$ 21,500													$ -	0.00%
ADA Surfacing (PJ244)	$ 30,000													$ -	0.00%
JW Spain Batting Cages (PJ250)	$ 2,000													$ -	0.00%
Total Parks and Recreation	**$ 203,500**													$ -	0.00%
Museum														$ -	
Bain Honaker Gutter Covers and Windows (PJ236)	$ 5,100													$ -	0.00%
Museum Repairs (PJ239)	$ 10,000													$ -	0.00%
FHM Annual Benefits (PJ240)	$ 9,000													$ -	0.00%
Total Museum	**$ 24,100**													$ -	0.00%
Civic Organizations															
COC Events, promotions, and Publications (PJ237)	$ 6,000		$ 6,000											$ 6,000	100.00%
COC Tourism, Infrastructure and Job Retention (PJ259)	$ 14,000		$ 14,000											$ 14,000	100.00%
NETT Grant (PJ251)	$ 5,000		$ 5,000											$ 5,000	100.00%
IOOF Driveway (PJ256)	$ 10,000													$ -	0.00%
Total Civic Organizations	**$ 35,000**													$ -	0.00%
Special Events															
Sparks of Freedom (PJ238)	$ 3,250													$ -	0.00%
Christmas Décor (pj253)	$ 15,000													$ -	0.00%
Music in the Park 2021 (PJ245)	$ 3,000													$ -	0.00%
Cops & Rodders/National Night Out (PJ241)	$ 6,200													$ -	0.00%
Total Special Events	**$ 27,450**													$ -	0.00%
FCDC Projects															
Billboard Promotion (PJ252)	$ 8,400	$ 950	$ 250	$ 1,700	$ 400									$ 3,300	39.29%
Total FCDC Projects	**$ 8,400**													$ -	0.00%
Maintenance/Professional Services/Marketing															
Reimburse City for Accounting Services	$ 1,000													$ -	0.00%
Legal Services	$ 5,500														

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

Mays Building Taxes	$ 1,500															
Total Maintenance/Professional Svc./Main.	$ 8,000														$ -	0.00%
Total Expenses	$ 420,950	$ 989	$ 25,339	$ 1,903	$ 21,160	$ -	$ -	$ -	$ -	$ -	$ -	$-	$-	$49,392	11.73%
Excess Revenue Over Expenses	(120,800)	22,161	(1,391)	19,763	4,046	-	-	-	-	-	-	-	-	44,579	
TEXPOOL Balance		$ 546,608.93	$ 546,726.16	$ 546,768.37	$ 546,805.22										
Interest income-TEXPOOL		$ 61.95	$ 55.28	$ 42.21	$ 36.85										
Total Available Texpool Funds		$ 546,608.93	$ 546,726.16	$ 546,768.37	$ 546,805.22										

FARMERSVILLE COMMUNITY DEVELOPMENT CORP 4B

FEBRUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Community Development Corp 4B
February 2021

Statement Balance 2-1-2021	**$142,925.18**
Deposits:	$-
Sales Tax:	$31,029.18
Now Checking Int. .05%	$6.21
Wire Fee	$(10.00)
Checks 3011,3013	$(100.00)
Balance 2-28-2021	**$173,850.57**

Outstanding Transactions	
Check 3020-3024	$(16,656.41)
Sales Tax	
Transfer to Texpool	
CD Interest	
Balance 3-17-2021	**$157,194.16**

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

Revenue:	FY2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Sales Tax Collections	$300,000	$23,155	$23,953	$21,671	$24,605	$31,029								$ 124,413	41.47%
Interest Income	$ 150	$ 5	$ 5	$ 6	$ 6	$ 6								$ 28	18.37%
Misc					$ 605									$ 605	
Wire Fee		$ (10)	$ (10)	$ (10)	$ (10)	$ (10)								$ (50)	
New Check Stock														$ -	
Reimbursement														$ -	
Transfer from TEXPOOL/or cash in bank														$ -	
Total Revenue	$ 300,150	$ 23,150	$ 23,948	$ 21,666	$ 25,206	$ 31,025	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$124,995	41.64%

Expenses	FY2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Main Street Personnel & Supplies														$ -	
Personnel	$ 85,000				$ 18,319									$ 18,319	21.55%
Supplies/training/dues	$ 10,000		$ 50	$ 164	$ 2,402	$ 417								$ 3,033	30.33%
Main Street Special Events (PJ260)	$ 500													$ -	0.00%
Gazebo Restoration (PJ248)	$ 10,000													$ -	0.00%
Sound System Monthly Subscription (PJ255)	$ 500	$ 39	$ 39	$ 39	$ 39	$ 39								$ 195	39.05%
Best Center Fiber Optic (PJ229)	$ 8,500													$ -	0.00%
Total Main Street Program	$ 114,500													$ -	0.00%
Parks and Recreation															
Chaparral Trail Upgrade Project MM5.1 to MM13.2 (PJ246)	$ 150,000													$ -	0.00%
Rambler Park Swing Set (PJ249)	$ 21,500													$ -	0.00%
ADA Surfacing (PJ244)	$ 30,000													$ -	0.00%
JW Spain Batting Cages (PJ250)	$ 2,000													$ -	0.00%
Total Parks and Recreation	$ 203,500													$ -	0.00%
Museum														$ -	
Ben Honaker Gutter Covers and Windows (PJ236)	$ 5,100													$ -	0.00%
Museum Repairs (PJ239)	$ 10,000													$ -	0.00%
FHM Annual Benefits (PJ240)	$ 9,000													$ -	0.00%
Total Museum	$ 24,100													$ -	0.00%
Civic Organizations															
COC Events, promotions, and Publications (PJ237)	$ 6,000		$ 6,000											$ 6,000	100.00%
COC Tourism, Infrastructure and Job Retention (PJ259)	$ 14,000		$ 14,000											$ 14,000	100.00%
NETT Grant (PJ251)	$ 5,000		$ 5,000											$ 5,000	100.00%
IOOF Driveway (PJ256)	$ 10,000													$ -	0.00%
Total Civic Organizations	$ 35,000													$ -	0.00%
Special Events															
Sparks of Freedom (PJ238)	$ 3,250													$ -	0.00%
Christmas Décor (pj253)	$ 15,000					$ 15,000								$ 15,000	100.00%
Music in the Park 2021 (PJ245)	$ 3,000													$ -	0.00%
Cops & Rodders/National Night Out (PJ241)	$ 6,200													$ -	0.00%
Total Special Events	$ 27,450													$ -	0.00%
FCDC Projects															
Billboard Promotion (PJ252)	$ 8,400	$ 950	$ 250	$ 1,700	$ 400	$ 1,200								$ 4,500	53.57%
Total FCDC Projects	$ 8,400													$ -	0.00%
Maintenance/Professional Services/Marketing															
Reimburse City for Accounting Services	$ 1,000													$ -	0.00%
Legal Services	$ 5,500														
Mays Building Taxes	$ 1,500														
Total Maintenance/Professional Svc./Main.	$ 8,000													$ -	0.00%
Total Expenses	$ 420,950	$ 989	$ 25,339	$ 1,903	$ 21,160	$ 16,656	$ -	$ -	$ -	$ -	$ -	$-	$-	$66,048	15.69%
Excess Revenue Over Expenses	(120,800)	22,161	(1,391)	19,763	4,046	14,369	-	-	-	-	-	-	-	58,948	
TEXPOOL Balance		$ 546,608.83	$ 546,726.16	$ 546,768.37	$ 546,805.22	$ 546,805.22									
Interest income-TEXPOOL		$ 81.85	$ 55.28	$ 42.21	$ 36.85	$ 18.07									
Total Available Texpool Funds		$ 546,608.83	$ 546,726.16	$ 546,768.37	$ 546,805.22	$ 546,823.29									

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	March 23, 2021
Attachment(s)	1. Financials 2. 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

FARMERSVILLE ECONOMIC DEVELOPMENT CORP 4A

JANUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Economic Development Corp 4A

January 2021

Statement Balance 1-01-2021	**$298,994.48**
Deposits:	
Sales Tax:	**$24,605.43**
Cking Int .30%	**$81.57**
CD Interest	**$377.31**
Loan repayment	**$2,622.04**
Cleared Checks	
Statement balance 1-31-2021	**$326,680.83**

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Oustanding checks	
Balance 2-11-2021	**$326,680.83**

	FY 2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		**$253,314.84**	**$276,467.67**	**$274,628.59**	**$298,994.48**									
Deposits														
Sales Tax Collections	$250,000.00	$23,155.40	$23,952.55	$21,670.69	$24,605.43									$93,384.07
Interest Income cking	$100.00	$68.39	$71.08	$73.16	$81.57									$294.20
Now Account Interest	$1,200.00	$65.60	$63.51	$65.64	$65.65									$260.40
Loan Repayment	$31,464.00	$2,622.04	$2,622.04	$2,622.04	$2,622.04									$10,488.16
Transfer to Texpool														
Transfer From Texpool														
Texpool Interest	$1,200.00	$121.50	$108.42	$82.78	$72.18									$384.88
CD Investment		$377.08			$377.31									$754.39
Total Revenue	**$283,964.00**	**$ 279,537.75**	**$ 303,113.34**	**$ 298,994.48**	**$ 326,680.83**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 105,566.10**
Expenses:														
Administration Expenses														
Administration	$1,000.00													$-
Meeting Expenses	$1,000.00	$570.08												$570.08
Dues/School/Travel	$5,200.00													$-
TEX 21	$2,500.00	$2,500.00												$2,500.00
Office Supplies	$200.00		$194.72											$194.72
Legal Service	$2,500.00													$-
Total Administration	**$12,400.00**													$-
Marketing/promotion Expenses														$-
Marketing/Promotion Expenses/Advertising	$8,000.00													$-
Website update	$6,000.00													$-
EDC Round Table	$1,500.00													$-
Rotary Sponsorship	$500.00													$-
Chamber Sponsorship	$1,000.00													$-
Small Business Entrepreneurship Conf	$500.00													$-
Collin College Sponsorship	$7,500.00													$-
Total Expenditures	**$37,400.00**	**$3,070.08**	**$194.72**	**$-**					**$-**	**$-**		**$-**	**$-**	**$3,264.80**
Directive Business Incentives														$-
Edc Action Plan	$20,000.00													$-
Collin College Road	$244,000.00													$-
Façade Grant Program	$50,000.00		$25,000.00											$25,000.00
Expense Prior Year			$3,290.00											$3,290.00
Total Development Cost	$314,000.00													**$28,290.00**
Total Expenditures	**$351,400.00**	**$3,070.08**	**$28,290.00**	**$-**		**$-**	**$-**		**$-**	**$-**	**$-**	**$-**	**$-**	**$31,554.80**
Revenue vs Expenditures	($67,436)													
From Reserves	$214,710.00													
Total Expenditures		**$3,070.08**	**$28,484.72**	**$-**		**$-**	**$-**		**$-**	**$-**	**$-**	**$-**	**$-**	**$31,554.80**
Ending Bank Balance		**$276,467.67**	**$274,628.62**	**$298,994.48**	**$326,680.83**									
Now Account		**$257,551.52**	**$257,615.03**	**$257,680.67**	**$257,746.32**									
CD Investment		**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**									
Texpool Balance		**$1,072,099.77**	**$1,072,208.19**	**$1,072,290.97**	**$1,072,363.15**									
Total Available Funds		**$1,856,118.96**	**$1,596,836.81**	**$1,621,285.45**	**$1,906,790.30**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	

FARMERSVILLE ECONOMIC DEVELOPMENT CORP 4A

FEBRUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

Farmersville Economic Development Corp 4A

February 2021

Statement Balance 2-01-2021	**$326,680.83**
Deposits:	
Sales Tax:	**$31,029.18**
Cking Int .30%	**$79.89**
CD Interest	
Loan repayment	**$2,622.04**
Cleared Checks	
Statement balance 2-28-2021	**$360,411.94**

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Oustanding checks	
Balance 3-11-2021	**$360,411.94**

	FY 2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		**$253,314.84**	**$276,467.67**	**$274,628.59**	**$298,994.48**	**$326,680.83**								
Deposits														
Sales Tax Collections	$250,000.00	$23,155.40	$23,952.55	$21,670.69	$24,605.43	$31,029.18								$124,413.25
Interest Income ckng	$100.00	$68.39	$71.08	$73.16	$81.57	$79.89								$374.09
Now Account Interest	$1,200.00	$65.60	$63.51	$65.64	$65.65	$59.32								$319.72
Loan Repayment	$31,464.00	$2,622.04	$2,622.04	$2,622.04	$2,622.04	$2,622.04								$13,110.20
Transfer to Texpool														
Transfer From Texpool														
Texpool Interest	$1,200.00	$121.50	$108.42	$82.78	$72.18	$35.41								$420.29
CD Investment		$377.08			$377.31									$754.39
Total Revenue	**$283,964.00**	**$ 279,537.75**	**$ 303,113.34**	**$ 298,994.48**	**$ 326,680.83**	**$ 360,411.94**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 139,391.94**
Expenses:														
Administration Expenses														
Administration	$1,000.00													$-
Meeting Expenses	$1,000.00	$570.08												$570.08
Dues/School/Travel	$5,200.00													$-
TEX 21	$2,500.00	$2,500.00												$2,500.00
Office Supplies	$200.00		$194.72											$194.72
Legal Service	$2,500.00													$-
Total Administration	**$12,400.00**													$-
Marketing/promotion Expenses														$-
Marketing/Promotion Expenses/Advertising	$8,000.00													$-
Website update	$6,000.00													$-
EDC Round Table	$1,500.00													$-
Rotary Sponsorship	$500.00													$-
Chamber Sponsorship	$1,000.00													$-
Small Business Entrepreneurship Conf	$500.00													$-
Collin College Sponsorship	$7,500.00													$-
Total Expenditures	**$37,400.00**	**$3,070.08**	**$194.72**	**$-**					**$-**	**$-**		**$-**	**$-**	**$3,264.80**
Directive Business Incentives														$-
Edc Action Plan	$20,000.00													$-
Collin College Road	$244,000.00													$-
Façade Grant Program	$50,000.00		$25,000.00											$25,000.00
Expense Prior Year			$3,290.00											$3,290.00
Total Development Cost	$314,000.00													**$28,290.00**
Total Expenditures	**$351,400.00**	**$3,070.08**	**$28,290.00**	**$-**		**$-**	**$-**		**$-**	**$-**	**$-**	**$-**	**$-**	**$31,554.80**
Revenue vs Expenditures	**($67,436)**													
From Reserves	**$214,710.00**													
Total Expenditures		**$3,070.08**	**$28,484.72**	**$-**		**$-**	**$-**		**$-**	**$-**	**$-**	**$-**	**$-**	**$31,554.80**
Ending Bank Balance		**$276,467.67**	**$274,628.62**	**$298,994.48**	**$326,680.83**	**$360,411.94**								
Now Account		**$257,551.52**	**$257,615.03**	**$257,680.67**	**$257,746.32**	**$257,805.64**								
CD Investment		**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**								
Texpool Balance		**$1,072,099.77**	**$1,072,208.19**	**$1,072,290.97**	**$1,072,363.15**	**$1,072,398.56**								
Total Available Funds		**$1,856,118.96**	**$1,596,836.81**	**$1,621,285.45**	**$1,906,790.30**	**$1,940,616.14**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ 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	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ 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	March 23, 2021
Attachment(s)	1. Minutes 2. 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Farmersville
DISCOVER A TEXAS TREASURE

CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
REGULAR SESSION MEETING
February 22, 2021, 6:00 P.M.

I. PRELIMINARY MATTERS

- Vice-Chairman Michael Hesse presided over the meeting which was called to order at 6:02 p.m. Commissioners Lance Hudson, Rachel Crist (via teleconference), Leaca Caspari and John Klostermann were in attendance. Joe Helmberger and Adam White were not in attendance. Also, in attendance were staff liaison, Sandra Green; City Manager, Ben White; Mike Henry, Council liaison; and City Attorney, Alan Lathrom.

- Mike Henry led the prayer and the pledges to the United States and Texas flags.

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

- None came forward to speak in person or via teleconference.

III. PUBLIC HEARING

A. Public hearing to consider, discuss and act upon text amendments to Chapter 77, "Zoning," by amending Sections 77-66, "Accessory Building Regulations," and Section 77-67 "Exterior Construction Standards for Structures," to modify the minimum and maximum requirements for accessory buildings and accessory structures.

- Michael Hesse opened the public hearing at 6:05 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 6:05 p.m.
- Ben White stated we changed the requirement for the height of the structures and the roof pitch.

- Alan Lathrom stated the height was changed to be ten foot to the face plate and then the roof could be higher than that. He said we created an exception where the roof pitch has to be 6:12 unless the house is different and then they would need to meet the roof pitch of the house.
- Mike Henry asked if the facade materials were called out.
- Alan Lathrom stated there was nothing included about materials.

    - Motion to approve made by John Klostermann
    - 2nd to approve made by Lance Hudson
    - All members voted in favor

B. Public hearing to consider, discuss and act upon text amendments to the Comprehensive Zoning Ordinance that may change the zoning classification names and will amend the land uses and related land development standards currently identified as the "Light Industrial," "Heavy Industrial," and "High Impact Industrial" zoning classifications set out in Sections 77-53(e)-(g) of the Farmersville Code together with any related amendments necessary to Section 77-46, "Schedule of Permitted Uses," regarding uses to be allowed in such land use classifications, as they may be amended, together with any necessary additions, changes or deletions to Section 77-29, "Definitions," as they may apply to any one or more of the land use classifications set out in Sections 77-53(e)-(g) of the Farmersville Code, as they may be amended.

- Michael Hesse opened the public hearing at 6:14 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 6:15 p.m.
- Rachel Crist stated that Guy Anderson was on the line and wanted to speak via teleconference.
- Michael Hesse reopened the public hearing.
- There were issues with people being heard on the phone line.
- Leaca Caspari suggested they table the item until the technical difficulties are fixed.
- Alan Lathrom explained that since we had the item posted for people to join the meeting via teleconference and they were not able to speak at the public hearing, he recommended they table the item to a future meeting.

    - Motion to table the public hearing until March 15th made by John Klostermann
    - 2nd made by Leaca Caspari
    - All members voted in favor

- Alan Lathrom stated this would table and continue the public hearing and action on the item to the March 15th meeting.
- Michael Hesse stated he never closed the public hearing the second time.

- Alan Lathrom stated he was okay with that considering the circumstances and the public hearing would be reopened on March 15th anyway.

- Michael Hesse went back to Item II on the agenda and asked if anyone wanted to speak on a non-public hearing item.
- No one came forward to speak.

IV. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from January 25, 2021.

- Motion to approve made by Lance Hudson
- 2nd to approve made by John Klostermann
- All members voted in favor

B. Consider, discuss and act upon the minor plat of the Brunswick Addition, Lot 1 & 2, Block A.

- Motion to conditionally approve pending the completion of the items requested in DBI Engineering's letter made by Leaca Caspari
- 2nd made by Lance Hudson
- All members voted in favor

C. Consider, discuss and act upon the minor plat of the Hall 613 Addition, Lot 1 & 2, Block 1.

- Motion to conditionally approve pending the completion of the items requested in DBI Engineering's letter made by Lance Hudson
- 2nd made by John Klostermann
- All members voted in favor

D. Consider, discuss and act upon the final plat of the Mosley 2194 Addition, Lot 1, Block 1.

- Motion to conditionally approve pending the completion of the items requested in DBI Engineering's letter made by John Klostermann
- 2nd made by Leaca Caspari
- All members voted in favor

E. Consider, discuss and act upon the concept plan for the Rikepur Addition.

- Michael Hesse stated that DBI Engineering's letter showed there were several items that needed to be addressed before the plan could be approved. He said that DBI was recommending denial until the items could be addressed.

    - Motion to deny subject to compliance with the conditions identified by DBI made by Lance Hudson
    - 2nd made by Leaca Caspari
    - All members voted in favor

F. Consider, discuss and act upon the preliminary plat for the Rikepur Addition.

    - Motion to disapprove subject to compliance with the conditions identified by DBI made by Lance Hudson
    - 2nd made by John Klostermann
    - All members voted in favor

G. Consider, discuss and act upon the concept plan for Camden Park Phase 4.

- Michael Hesse stated the letter from DBI Engineering showed they still had several items that needed to be addressed. He explained that DBI was recommending denial until the issues were addressed.

    - Motion to deny subject to compliance with the conditions identified by DBI made by John Klostermann
    - 2nd made by Lance Hudson
    - All members voted in favor

H. Consider, discuss and act upon the preliminary plat for Camden Park Phase 4.

    - Motion to deny subject to compliance with the conditions identified by DBI made by John Klostermann
    - 2nd made by Lance Hudson
    - All members voted in favor

V. ADJOURNMENT

Meeting was adjourned at 6:38 p.m.

ATTEST:

Sandra Green, TRMC, City Secretary

APPROVE:

Joe Helmberger, Chairman

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,

Jacob Dupuis, P.E.

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

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,

Jacob Dupuis, P.E.

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

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,

Jacob Dupuis, P.E.

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

February 18, 2021

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

RE: Rikepur Addition – Concept Plan, Preliminary Plat, & Engineering Plans
Dated January 27, 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:

- Concept Plan
  - Include metes & bounds description for entire tract.
- Preliminary Plat
  - The metes & bounds description for Rikepur Addition should include streets and right-of-way. This will create one contiguous boundary instead of having three separate tracts. The total acreage needs to reflect the right-of-way limits also.
  - Subdivisions involving 5 or more lots are subject to dedication of 5% of gross area for park land dedication. Developer has indicated paying Park Fees.
  - ROW dedication for Orange St will be required.
  - Vicinity Map needs to be revised to include additional lots.
  - Include notes about
    - Utility providers
    - Zoning classification
    - "Notice: Selling a portion of this addition by metes & bounds…"
  - Block A Lot 1 lot lines were changed to account for existing building, but adjacent lots were not revised with it. Adjacent lot bearings & lengths will need to reflect these changes.
  - Additional 25' right-of-way shown east of new lots. Lots are not allowed double frontage of this kind. There is no existing street or note on the City thoroughfare plan for a road to be here so it is not a requirement.
- Drainage
  - Curb inlets should be added on Herron Street prior to intersection with Orange Street so that all runoff can be caught and sent directly to proposed box culvert.
  - Pre drain area total is 12.32 acres but post drain area is only 12.12.

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

- Pre drain basin 'A' appears to incorporate post drain basins 'A', 'E', and 'F'. Please use same nomenclature throughout for comparison. Subdivide 'A' into 'A1', 'A2', etc. like the other basins.
- Storm Line 1 outfalls as a point leading directly to unplatted remainder tract, which is not allowed.
- Lots should not be graded to drain to unplatted remainder tract.

- Paving
  - S. Rike Street end pavement elevation is almost 4' above existing grade, what grading is planned for this?
  - Curb return on north side of Herron Street encroaches on neighboring lot. Since no right-of-way dedication exists on this lot, this radius should be modified so it will stay inside the proposed right-of-way limits.
- Grading
  - Will there be ditch grading for culvert at Orange St? None is indicated.
  - Will there be a retaining wall? Lot grades are much higher than surrounding area.
- Utility Plan
  - Relocate tee/GV/FH near lot 1 Block C further south so fitting is not under pavement.
  - Extend 8-inch waterline further north just past Herron Street. Install 8" x 6" tee, 6-inch GV, 6-inch waterline to the west, and connect to existing 6-inch with a 90° bend. Install 8-inch plug on north side of tee.

Based on the items above, it is recommended that the Concept Plan & Preliminary Plat be denied. Please contact me if you should have any questions or need additional information.

Sincerely,

Jacob Dupuis, P.E.

February 18, 2021

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

RE: Camden Park Phase 4 – Concept Plan & Preliminary 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:

- Concept Plan
  - Rename 'Site Plan' to 'Concept Plan'
  - Concept plan will need to follow requirements listed in subdivision ordinances Sec 65-28.
- Preliminary Plat
  - Indicate Point of Beginning
  - Legal description does not match metes & bounds shown on plan.
  - No Park Land dedication is shown. Developer has stated they will pay Park Fees.
  - Street names are to be reviewed and approved at time of Preliminary Plat submittal.
  - Include notes about:
    - Utility providers
    - Zoning
    - "Notice: Selling a portion of this addition by metes & bounds…"
  - Engineering plans are to be submitted and reviewed at time of Preliminary Plat submittal. Developer has indicated they will be submitted with the Final Plat.
  - Note 8 mentions Developer will comply with open space requirements during phase 1. Please clarify as there is only 1 phase indicated.
  - Note 9 mentions an offsite sanitary sewer lift station. Please clarify if this pertains to Camden Phase 4.

Based on the items above, it is recommended that the Concept Plan & Preliminary Plat be denied. Please contact me if you should have any questions or need additional information.

Sincerely,

Jacob Dupuis, P.E.

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

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	1. Financials 2. 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

TIRZ

JANUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

TIRZ
January 2021

Statement Balance 12-31-2020	**$32,912.63**
Deposits:	
Cking Int CBTX	**$1.29**
Wire Fee	
Transfer from Texpool	
Bond Payment	**$(750.00)**
Statement balance 1-29-2021	**$32,163.92**

Outstanding Transactions

Balance 1-29-2021	**$32,163.92**

TIRZ
Cummulative Income Statement
For the 12 Months Ended, September 30, 2021

	FY 2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		**$32,908.12**	$32,909.83	**$32,911.23**	**$32,912.63**									
Deposits														
Ad Valorem Tax Collection	$425,043.00													
Interest Income cking	$3,500.00	$1.71	$1.40	$1.40	$1.29									
Misc deposit														
wire fee														
Transfer to Texpool														
Transfer From Texpool														
Texpool Interest		$47.28	$42.17	$32.19	$28.08									
Total Revenue	**$428,543.00**	**$32,909.83**	**$32,911.23**	**$32,912.63**	**$32,913.92**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**
Expenses:														
Administration	$2,000.00													
Meeting Expenses	$2,000.00													
Dues/School/Travel	$2,000.00													
Office Supplies														
Legal Service	$7,500.00													
Debt Service														
Interest Payment (PJ116)	$57,875.00													
Bond Issuance					$750.00									
Principal Payment (PJ116)	$65,000.00													
Directive Business Incentives														
Street Construction, Concrete, Welch Drive, Panel Replacement (PJ122)	$225,000.00													
TIRZ General Fund Transfer (PJ261)	$40,000.00													
Street Construction, Farmerville Pkwy, AMP to Welch (PJ116)	$244,000.00													
Total Expenditures	**$645,375.00**	**$-**		**$-**	**$750.00**	**$-**				**$-**	**$-**	**$-**	**$-**	**$750.00**
Revenue vs Expenditures	($216,832)													($750)
From Reserves	**$216,832**													
Ending Bank Balance		**$32,909.83**	**$32,911.23**	**$32,912.63**	**$32,163.92**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	
Texpool Balance		**$416,927.57**	**$416,969.74**	**$417,001.93**	**$417,030.01**									
Total Available Funds		**$449,837.40**	**$449,880.97**	**$449,914.56**	**$449,193.93**									

TIRZ

FEBRUARY 2021

FINANCIAL BUDGET REPORT

Daphne Hamlin
d.hamlin@farmersvilletx.com

TIRZ
February 2021

Statement Balance 01-29-2021	**$32,163.92**
Deposits:	
Cking Int CBTX	**$0.26**
Wire Fee	
Transfer from Texpool	
Bond Payment	**$(28,937.51)**
Statement balance 2-26-2021	**$3,226.67**

Outstanding Transactions

Balance 3-17-2021	**$3,226.67**

TIRZ
Cummulative Income Statement
For the 12 Months Ended, September 30, 2021

	FY 2020 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		**$32,908.12**	**$32,909.83**	**$32,911.23**	**$32,912.63**	**$32,163.92**								
Deposits														
Ad Valorem Tax Collection	$425,043.00													
Interest Income cking	$3,500.00	$1.71	$1.40	$1.40	$1.29	$0.26								
Misc deposit														
wire fee														
Transfer to Texpool														
Transfer From Texpool														
Texpool Interest		$47.28	$42.17	$32.19	$28.08	$13.79								
Total Revenue	**$428,543.00**	**$32,909.83**	**$32,911.23**	**$32,912.63**	**$32,913.92**	**$32,164.18**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**
Expenses:														
Administration	$2,000.00													
Meeting Expenses	$2,000.00													
Dues/School/Travel	$2,000.00													
Office Supplies														
Legal Service	$7,500.00													
Debt Service														
Interest Payment (PJ116)	$57,875.00					$28,937.51								
Bond Issuance					$750.00									
Principal Payment (PJ116)	$65,000.00													
Directive Business Incentives														
Street Construction, Concrete, Welch Drive, Panel Replacement (PJ122)	$225,000.00													
TIRZ General Fund Transfer (PJ261)	$40,000.00													
Street Construction, Farmerville Pkwy, AMP to Welch (PJ116)	$244,000.00													
Total Expenditures	**$645,375.00**	**$-**		**$-**	**$750.00**	**$28,937.51**				**$-**	**$-**	**$-**	**$-**	$29,687.51
Revenue vs Expenditures	($216,832)													($29,688)
From Reserves	**$216,832**													
Ending Bank Balance		**$32,909.83**	**$32,911.23**	**$32,912.63**	**$32,163.92**	**$3,226.67**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	
Texpool Balance		**$416,927.57**	**$416,969.74**	**$417,001.93**	**$417,030.01**	**$417,043.80**								
Total Available Funds		**$449,837.40**	**$449,880.97**	**$449,914.56**	**$449,193.93**	**$420,270.47**								

VI. Public Hearing

Agenda Section	Public Hearing
Section Number	VI.A
Subject	Public hearing to consider, discuss and act upon a recommendation from the Planning & Zoning Commission and Ordinance #O-2021-0323-001 regarding an application requesting a change in zoning on approximately 4.137 acres of land, more or less, from C – Commercial District Uses to MF-2 – Multifamily Residence-2 District Uses for an apartment complex. The property is generally situated at 1904 Harvard Blvd., and located in the Murphy's Crossing Addition, Phase II, Lot 9, out of the W.B. Williams Survey, Abstract A-952, of Farmersville, Collin County, Texas.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	1. O-20201-0323-001 2. Application for Rezoning 3. Zoning Exhibits
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE
ORDINANCE #O-2021-0323-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 2018-0508-001, AS AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 4.137 ACRES OF LAND IN THE MURPHY'S CROSSING ADDITION, PHASE II, LOT 9, MORE COMMONLY KNOWN AS 1904 HARVARD BOULEVARD, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, FROM C - COMMERCIAL DISTRICT USES TO MF-2 - MULTIFAMILY RESIDENCE–2 DISTRICT USES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. PROPERTY REZONED

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the Official Zoning Map of the Comprehensive Zoning

Ordinance, Ordinance No. 2018-0508-001, as amended, of the City of Farmersville, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of the City's Zoning Ordinance are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

> That certain tract of land containing approximately 4.137 acres of land in the Murphy's Crossing Addition, Phase II, Lot 9, more commonly known as 1904 Harvard Boulevard, in the City of Farmersville, Collin County, Texas, and more fully described on the "Zoning Exhibit" attached hereto as Exhibit "A" and incorporated herein by reference for all purposes allowed by law (the "Property"), presently zoned C - Commercial District uses is hereby rezoned to MF-2 - Multifamily Residence–2 District uses.

SECTION 3. OFFICIAL ZONING MAP TO BE MODIFIED

It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. REPEALER

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

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the City Council 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 shall be declared to be illegal, invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, such determination shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such illegal, invalid, unenforceable, or unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 6. PENALTIES FOR VIOLATION

Any person, firm, corporation, or business entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7. INJUNCTIVE RELIEF

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

SECTION 8. PUBLICATION

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

SECTION 9. ENGROSSMENT AND ENROLLMENT

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

SECTION 10. SAVINGS

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

SECTION 11. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as provided by law.

PASSED on first and final reading on the 23rd day of March 2021, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 23rd DAY OF MARCH, 2021.

APPROVED:

BY: _____
Bryon Wiebold, Mayor

ATTEST:

_____
Sandra Green, TRMC
City Secretary

Exhibit "A"
Zoning Exhibit

All that certain lot, tract or parcel of land identified as Lot 9 of the Murphy's Crossing, Phase II Addition, in the City of Farmersville, Collin County, Texas, as reflected on the Final Plat Murphy's Crossing Phase II & Phase III, recorded at Clerk's Document No. Cabinet Q Slide 432 in the Public Records of Collin County, Texas.

Farmersville

DISCOVER A TEXAS TREASURE

DEVELOPMENT APPLICATION

- ☐ Preliminary Plat
- ☐ Amended Plat
- ☐ Concept Plan
- ☐ Annexation
- ☐ Final Plat
- ☐ Minor Plat
- ☐ Specific Use Permit
- ✓ Zoning
- ☐ Replat
- ☐ Development Plat
- ☐ Site Plan
- ☐ Rezoning

Fees:
A retainer fee of $1,000.00 is required for submittal. Once the plans have been reviewed the money will be refunded back to the applicant if all the $1,000.00 is not used and will be billed if the amount exceeds the initial $1,000.00. (Note: All engineering inspection fees will be billed at the time of service.)
The application fee of $ 1,000 , to be paid to the City of Farmersville, is enclosed with this application.

A. Description of Property

1. Addition Name Murphys Crossing Phase II + III, Lot 9
2. Total Acreage 4.13
3. Current Zoning Classification(s) Commercial District
4. Proposed Zoning Classification(s) MF-2
5. Total Number of Lots, by Type 1
6. Proposed Use of Property Multi-Family
7. Location of Property Intersection of Bob Tedford Blvd. + Harvard Blvd
8. Geographic (Tax) ID Number R- 8762-000-0090-1 R-

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

1. Owner Penvesco, Inc.
   Address P.O. Box 36795
   City, State, Zip Tucson, AZ
   Phone
   Email

2. Applicant/Representative Engineering Concepts
   Address 201 Wind Circle
   City, State, Zip Wylie, TX 75098
   Phone 972-977-2369
   Email SAM@ecdlp.com

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

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

Applicant/Owner: Nicholas Alvarez
Managing Partner
Penvesco

Date: Feb 12, 2021

4.137 ACRES

96 UNITS

N

Scale 1" = 60'

ZONING EXHIBIT

FARMERSVILLE MF

CITY OF FARMERSVILLE, TEXAS

Engineer:

ENGINEERING CONCEPTS & DESIGN, L.P.

FEBRUARY 12, 2021

SHEET NO 1 OF 1

PROJECT #05270

SITE DATA

TOTAL ACRES 4.137
ROW DEDICATION 0.21 Ac
TOTAL GROSS AREA 180,220 SF
TOTAL NET AREA 171,102 SF
OPEN SPACE 48,808 SF (29%)
LOT COVERAGE 37,971 SF (22%)
TOTAL UNITS 96
DENSITY 23.2 UNITS/ACRE

PARKING COUNT

RESIDENTIAL: ONE-BEDROOM 1.5 - 30 45 SPACES REQ
TWO-BEDROOM 2.0 - 66 132 SPACES REQ

TOTAL PARKING SPACES REQ. = 177
TOTAL PARKING SPACES PROVIDED = 204

BENCHMARK
TBM-1: 'X' x
Elev.: x
TBM-2: 'X' x
Elev.: x

CAUTION!

THE UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

ENGINEERINGCONCEPTS & DESIGN, L.P.
ENGINEERING // PROJECT MANAGEMENT //
CONSTRUCTION SERVICES - FIRM REG #F-00145
201 WINDCO CIR. STE 200, WYLIE, TX 75098
972-941-8400 FAX 972-941-8401 WWW.ECDLP.COM

REVISIONS

DRAWN: ECDLP	DATE: March 11, 2021
CHECKED: TW	DATE: March 11, 2021
PROJECT NO: 1027-9	
ENGINEER NAME: 2021-1-TOWNSEND PLAN (DWG)	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND BIDDING ONLY.

TODD S. WHITTEN 87095 REGISTERED PROFESSIONAL ENGINEER

ZONING EXHIBIT
APARTMENTS
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

SHEET
1

Agenda Section	Public Hearing
Section Number	VI.B
Subject	Public hearing to consider, discuss and act upon a recommendation from the Planning & Zoning Commission and Ordinance #O-2021-0323-002 regarding text amendments to Chapter 77, "Zoning," by amending Sections 77-66, "Accessory Building Regulations," and Section 77-67 "Exterior Construction Standards for Structures," to modify the minimum and maximum requirements for accessory buildings and accessory structures.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	O-2021-0323-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE
ORDINANCE #O-2021-0323-002

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, ENTITLED "ZONING," BY AMENDING SECTION 77-66, ENTITLED "ACCESSORY BUILDING REGULATIONS," AND SECTION 77-67 ENTITLED "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT AND ALLOWABLE ROOF PITCHES FOR ACCESSORY BUILDINGS, GARAGES, AND CARPORTS AS PROVIDED HEREIN BELOW; 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, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

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

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

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), desires to amend Chapter 77 of the Farmersville Code by amending Sections 77-66 and 77-67 to modify the maximum allowable height and allowable roof pitches for accessory buildings, garages, and carports as provided hereinbelow;

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

WHEREAS, the City Council of the City of Farmersville, Texas does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals, and welfare of the City of Farmersville.;

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDMENT OF SECTION 77-66, "ACCESSORY BUILDING REGULATIONS," BY DELETING SUBSECTION (C)(8) AND SUBSECTION (D)(2) OF SECTION 77-66 IN THEIR ENTIRETY AND REPLACING SAID SUBSECTIONS WITH NEW SUBSECTION (C)(8) AND SUBSECTION (D)(2) TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT AND ALLOWABLE ROOF PITCHES FOR ACCESSORY BUILDINGS, GARAGES, AND CARPORTS, AS PROVIDED HEREIN BELOW.

From and after the effective date of this Ordinance, Section 77-66, "Accessory Building Regulations," is hereby amended by deleting Subsection (c)(8) and Subsection (d)(2) in their entirety and replacing said subsections with a new Subsection (c)(8) and Subsection (d)(2) to read as follows:

"(c) *Height and yard requirements.*

. . . .

(8) Detached accessory buildings located in a required rear or side yard shall not exceed ten feet (10') in height at the top plate. If the detached accessory building is located less than ten feet from the rear or side lot line, a six-foot solid fence or wall shall be built on the rear or side lot line to screen the building. No screening shall be required at the point of entry for a carport.

(d) *Carports.*

. . . .

(2) Carports shall not exceed ten feet (10') in height at the top plate. Carports must meet all other height and yard setback requirements in section 77-52 and are prohibited within the front yard setback."

SECTION 3. AMENDMENT OF SECTION 77-67, "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," BY DELETING SUBSECTION (E)(6) AND SUBSECTION (E)(12) OF SECTION 77-66 IN THEIR ENTIRETY AND REPLACING SAID SUBSECTIONS WITH NEW SUBSECTION (E)(6) AND SUBSECTION (E)(12) TO MODIFY THE ALLOWABLE ROOF PITCHES FOR ACCESSORY BUILDINGS, GARAGES, AND CARPORTS, AS PROVIDED HEREIN BELOW.

From and after the effective date of this Ordinance, Section 77-67, "Exterior Construction Standards for Structures," is hereby amended by deleting Subsection (e)(6) and Subsection (e)(12) in their entirety and replacing said subsections with a new Subsection (e)(6) and Subsection (e)(12) to read as follows:

"(e) *Roofing requirements.*

. . . .

(6) *Roof pitch.* Pitched roofs shall have a minimum pitch of 6:12 for all structures save and except to the extent specifically provided otherwise in this Subsection (e). This requirement excludes roofs for entries and dormers.

. . . .

(12) Detached garages, sheds, porticos and accessory structures on the same lot as a single-family or two-family dwelling shall have a minimum 6:12 pitched roof unless the existing single-family or two-family dwelling on the lot has a roof pitch other than 6:12, in which event the roof pitch of any detached garages, sheds, porticos and accessory structures shall match the roof pitch of the single-family or two-family dwelling."

SECTION 4. CUMULATIVE REPEALER

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

SECTION 5. SAVINGS

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

SECTION 6. SEVERABILITY

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

SECTION 7. GOVERNMENTAL IMMUNITY

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

SECTION 8. INJUNCTIONS

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

SECTION 9. ENGROSSMENT AND ENROLLMENT

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

SECTION 10. EFFECTIVE DATE

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

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

APPROVED THIS _____ day of _____, 2021.

APPROVED:

_____
Bryon Wiebold, Mayor

ATTEST:

_____
Sandra Green, TRMC
City Secretary

VII. READING OF ORDINANCES

Agenda Section	Reading of Ordinances
Section Number	VII.A
Subject	Consider, discuss and act on all matters incident and related to the issuance and sale of the "City of Farmersville, Texas, Public Property Finance Contractual Obligation, Series 2021", including the adoption of an Ordinance #O-2021-0323-003 authorizing the issuance of such obligation
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	O-2021-0323-003
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE
ORDINANCE # O-2021-0323-003

AN ORDINANCE approving and authorizing the execution and delivery of "CITY OF FARMERSVILLE, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION, TAXABLE SERIES 2021"; specifying the terms of such contract; making provisions for the payment thereof; and resolving other matters incident and related to the execution, performance and payment of such contract, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement pertaining thereto; and providing an effective date.

WHEREAS, pursuant to Texas Local Government Code, Subchapter A of Chapter 271, as amended (the "Public Property Finance Act"), the City Council (the "City Council") of the City of Farmersville, Texas (the "City") is authorized and empowered to execute, perform and make payments under contracts with any person for the use, acquisition or purchase of personal property; and

WHEREAS, in accordance with the provisions of the Public Property Finance Act, the City Council hereby finds and determines that the acquisition, use or purchase of personal property identified in **Exhibit A** attached hereto, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City, should be financed under and pursuant to one or more contractual obligations to be executed and delivered on the terms and in the form hereinafter prescribed; now, therefore,

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

SECTION 1: Contract Authorization - Contract Amount - Property Identification. A contract, aggregating in the amount of $825,000 (the "Aggregate Contract Amount") and entitled "City of Farmersville, Texas, Public Property Finance Contractual Obligation, Taxable Series 2021" (the "Contract" or "Contracts") shall be and is hereby authorized to be executed and delivered with the Initial Contracting Party, and the assigns thereof, to finance the use or the purchase or other acquisition of personal property identified in **Exhibit A** attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes, or such other personal property, appliances, equipment, furnishings, or interests therein, considered by the City Council to be necessary, useful and/or appropriate for purposes of the City (the "Property"); all in accordance with and pursuant to authority conferred by the laws of the State of Texas, particularly the Public Property Finance Act.

SECTION 2: Fully Registered Form - Contract Date - Authorized Amounts - Installment Payments - Interest Rate. The Contract shall be made, executed and delivered in fully registered form, bear a date of April 8, 2021 (the "Contract Date"), and shall be in the authorized amount of $825,000, or any lesser amount if there is any partial payment of the principal amount of the Contract, and the Aggregate Contract Amount shall be become due and payable finally on August 15, 2026, with principal installments (the "Installment Amounts") thereof to become due and payable on August 15 in each year (the "Payment Date") in accordance with the following schedule:

Year Payment Date	Installment Amount ($)
2022	155,000
2023	165,000
2024	165,000
2025	170,000
2026	170,000

Interest on the unpaid Installment Amounts shall accrue from the date of delivery of the Contracts to the Initial Contracting Party, anticipated to be April 8, 2021 (the "Delivery Date"), at the rate of 1.530% per annum (calculated on the basis of a 360-day year of twelve 30-day months) and such interest shall be payable on February 15 and August 15 in each year, commencing February 15, 2022, until the final Payment Date or upon prior prepayment.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The Installment Amounts on each Contract and the interest thereon shall be payable only to the registered contracting party or person (hereinafter called the "Contracting Party") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and such Installment Amounts and the interest payable thereon shall be payable in coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and without exchange or collection charges to the Contracting Party.

The selection and appointment of Zions Bancorporation, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Contract is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Contract (the "Contract Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit B**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Contracts. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Contracts are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified to perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Contract, the City agrees to promptly cause a written notice thereof to be sent to each Contracting Party by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Installment Amounts and interest on the Installment Amounts shall be payable to the Contracting Parties which appear in the Contract Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date with respect to payment of interest and the last business day of the month next precedent each Installment Amount with respect to the payment of the Installment Amount) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party; provided, however, the final Installment Amount or upon prepayment of the Contract shall be paid only upon presentation and surrender of the Contract to the Paying Agent/Registrar for cancellation at its designated offices in Salt Lake City, Utah (the "Designated

Payment/Transfer Office"). If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Prepayment of Installment Amounts.

(a) Optional Prepayment. Installment Amounts of the Contract shall be subject to prepayment, at the option of the City, in whole or in part in amounts of $1,000 or any integral multiple thereof (and if less than all of an Installment Amount is to be prepaid, the Contracts to be prepaid shall be selected by lot by the Paying Agent/Registrar), on any date, at a prepayment price equal to the Installment Amount to be prepaid plus accrued interest on such prepaid Installment Amount to the date of prepayment.

(b) Exercise of Prepayment Option. At least forty-five (45) days prior to prepayment date for the Contract (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to prepay the Contract, the Installment Amounts, or portions thereof, to be prepaid, and the date of prepayment. The decision of the City to exercise the right to prepay Installment Amounts of the Contract shall be entered in the minutes of the governing body of the City.

(c) Selection of Contracts for Prepayment. If less than all of an Installment Amount is to be prepaid on a prepayment date, the Prepayment Ledger appearing on the Contract shall be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to such partial prepayment, upon presentation and surrender of the Contract to the Designated Payment/Transfer Officer of the Paying Agent/Registrar.

(d) Notice of Prepayment. Not less than thirty (30) days prior to a prepayment date for the Contract, a notice of prepayment shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Contracting Party of a Contract to be prepaid in whole or in part at the address of the Contracting Party appearing on the Contract Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of prepayment so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Contracting Party.

All notices of prepayment shall (i) specify the date of prepayment for Installment Amounts, (ii) identify the Payment Date of the Installment Amount to be prepaid and, in the case of a portion of the Installment Amount of a Payment Date to be prepaid, the principal amount

thereof to be prepaid, (iii) state the prepayment price, (iv) state that the Installment Amount, or the portion of thereof to be prepaid, shall become due and payable on the prepayment date specified, and the interest thereon, or on the portion of the Installment Amount thereof to be prepaid, shall cease to accrue from and after the prepayment date, and (v) specify that the prepayment of the Installment Amount is conditioned on the presentation and surrender of the Contract to the Designated Payment/Transfer Office of the Paying Agent/Registrar. If a Contract is subject by its terms to prior prepayment and notice of prepayment has been duly given as hereinabove provided, the Installment Amount of such Contract (or the portion thereof to be prepaid) shall become due and payable and interest thereon shall cease to accrue from and after the prepayment date therefor; provided sufficient moneys for the purpose of such prepayment are held by the Paying Agent/Registrar.

(e) Conditional Notice of Prepayment. With respect to any optional prepayment of the Contract, unless certain prerequisites to such prepayment required by this Ordinance have been met and moneys sufficient to pay the Installment Amounts of the Contract and interest thereon to be prepaid shall have been received by the Paying Agent prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Contract and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Contract has not been prepaid.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Contracting Party any Contract called for prepayment, in whole or in part, within 45 days of the date fixed for the prepayment of such Contract.

SECTION 5: Assignment - Registration - Transfer - Exchange of Contract. The Paying Agent/Registrar shall obtain, record, and maintain in the Contract Register the name and address of each and every Contracting Party to a Contract executed and delivered under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. The registration of the Contract shall be transferable only in whole and only on the Contract Register, upon surrender of such Contract to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Contracting Party or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

When the registration of the transfer in the Contract Register has been recorded and the Contract is surrendered for cancellation, the Paying Agent/Registrar shall provide, in the name of the transferee, a new single fully registered Contract in the principal amount remaining to be paid at the time of the transfer or assignment.

When a Contract has been duly assigned and transferred or exchanged, the new Contract registered in such assignment and transfer or exchange shall be delivered to the Contracting Party at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Contracting Party, and, upon the registration and delivery thereof, such Contract shall be the valid obligation of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Contract surrendered in such assignment and transfer or exchange.

All transfers or exchanges of Contracts pursuant to this Section shall be made without expense or service charge to the Contracting Party, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Contracting Party requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Contracts cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Contracts," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Contract or Contracts registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Contracts" shall include any mutilated, lost, destroyed, or stolen Contracts for which a replacement Contract has been registered and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Contract shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Contract.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Contracting Party the Contract called for prepayment, in whole or in part, within 45 days of the date fixed for the prepayment of such Contract; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the balance of a Contract called for prepayment in part.

SECTION 6: Execution - Registration. The Contract shall be executed on behalf of the City by the Mayor, with the seal of the City reproduced or impressed thereon and countersigned by the City Secretary. The signature of such officers on the Contract may be manual or facsimile. Contracts bearing the manual or facsimile signatures of the persons holding such offices on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding a change in persons holding such offices at the time of delivery of the Contract to the Initial Contracting Party and with respect to Contracts delivered in subsequent assignments and transfers or exchanges.

No Contract shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless the registration certificate appearing on the Contract to be signed by the Comptroller of Public Accounts of the State of Texas (substantially in the form provided in Section 8(c) and/or the Paying Agent/Registrar (substantially in the form provided in Section 8(d), either or both such certificates, as the case may be, are manually executed by an authorized officer, employee or representative of the Comptroller of Public Accounts and/or the Paying Agent/Registrar, and such registration certificate, either or both, upon any Contract when duly executed by the Comptroller of Public Accounts and/or the Paying Agent/Registrar, as the case may be, shall be conclusive evidence, and the only evidence, that such Contract has been duly certified, registered and delivered.

SECTION 7: Initial Contract. The Contract herein authorized may be initially executed and delivered as a single fully registered Contract in the Aggregate Contract Amount with Installment Amounts to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter called the "Initial Contract") and the Initial Contract shall be registered in the name of the Initial Contracting Party or the designee thereof. The Initial Contract shall be the Contract submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Contracting Party. Any time after the delivery of the Initial Contract, the Paying Agent/Registrar, pursuant to written instructions from the Initial Contracting Party, shall cancel the Initial Contract and exchange therefor a single definitive Contract of authorized

amount and in Installment Amounts with Payment Dates and bearing the same interest rate for transfer and delivery to the Contracting Parties named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial Contracting Party and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

(a) Forms Generally. The Contract, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, the form of Assignment and the form of Prepayment Ledger to be printed on the Contracts, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification and such legends and endorsements (including insurance legends in the event the Contract, or any installment amounts thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be determined by the officers executing and delivering such Contract as evidenced by their execution.

The definitive Contract and the Initial Contract shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Contracts as evidenced by their execution.

(b) General Contract Form.

The Contract may only be transferred to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

REGISTERED
NO. [T-1][R-1]

REGISTERED:
$825,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF FARMERSVILLE, TEXAS,
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION
TAXABLE SERIES 2021

Contract Date:	Interest Rate:	Payment Date:	Delivery Date:
April 8, 2021	1.530%	August 15, 2026	April 8, 2021

Contracting Party: ZIONS BANCORPORATION, N.A.

Contract Amount: EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS

The City of Farmersville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Collin, State of Texas, hereby agrees and promises to pay to the order of the Contracting Party named above, or the registered assigns thereof, the Contract Amount hereinabove stated in installments (the "Installment Amounts") on August 15 in each year (the "Payment Date") in accordance with the following schedule:

Year Payment Date	Installment Amount ($)
2022	155,000
2023	165,000
2024	165,000
2025	170,000
2026	170,000

(or so much thereof as shall not have been prepaid prior to the Payment Date) and to pay interest on such unpaid annual Installment Amounts from the Delivery Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022. The Installment Amounts are payable on the Payment Dates noted above or on a prepayment date to the Contracting Party named above or the assigns thereof by Zions Bancorporation, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon the presentation and surrender, at its designated office in Salt Lake City, Utah (the "Designated Payment/Transfer Office"). Interest is payable to the Contracting Party whose name appears on the "Contract Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Contracting Party recorded in the Contract Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Contracting Party. If the date for the payment of an Installment Amount or interest thereon shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The Installment Amounts of this Contract and interest thereon shall be paid without exchange or collection charges to the Contracting Party and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Contract is one of a number of contracts aggregating in amount $825,000 (herein referred to as the "Contracts"), executed and delivered to finance the acquisition, use or purchase of personal property, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Public Property Finance Act (Texas Local Government Code, Subchapter A of Chapter 271, as amended) and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

Installment Amounts of the Contract may be prepaid, at the option of the City, in whole or in part in authorized amounts of $1,000 or any integral multiple thereof (and if less than all of an Installment Amount is to be prepaid, the Contracts is to be prepaid shall be selected by lot by the Paying Agent/Registrar), on any date, at a prepayment price equal to the Installment Amount to be prepaid plus accrued interest on such Installment Amount to the date of prepayment.

At least thirty days prior to the date fixed for any prepayment of the Contract, the City shall cause a written notice of such prepayment to be sent by United States Mail, first class

postage prepaid, to the Contracting Party of each Contract to be prepaid to the address shown on the Contract Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Contract (or any portion of its Installment Amount) shall have been duly called for prepayment and notice of such prepayment duly given, then upon such prepayment date such Contract (or the portion of its Installment Amount to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the prepayment date therefor, provided sufficient moneys for the purpose of such prepayment are held by the Paying Agent/Registrar.

In the event a portion of the Installment Amount of a Contract is to be prepaid, payment of the prepayment price shall be made to the Contracting Party only upon presentation and surrender of such Contact to the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Prepayment Ledger appearing hereon will be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to such partial prepayment, and a new Contract of like Payment Date and interest rate in the authorized amount provided by the Ordinance for the then unpaid balance of the Installment Amount thereof will be issued to the Contracting Party, without charge. If the Installment Amount of this Contract is selected for prepayment, in whole or in part, the City and the Paying Agent/Registrar shall not be required to deliver or transfer this Contract to an assignee of the Contracting Party within 45 days of the prepayment date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Contracting Party of the unpaid balance of the Installment Amount of a Contract prepaid in part.

With respect to any optional prepayment of the Contract, unless certain prerequisites to such prepayment required by this Ordinance have been met and moneys sufficient to pay the Installment Amounts of the Contract and interest thereon to be prepaid shall have been received by the Paying Agent prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Contract and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Contract has not been prepaid.

This Contract is an obligation of the City payable from the pledged proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Contracting Party by the acceptance hereof hereby agrees, for definitions of terms; the description of and the nature and extent of the taxes pledged for the payment of the Contracts; the terms and conditions relating to the assignment and transfer of this Contract; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Contracting Parties; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Contract may be discharged at or prior to its Payment Date, and the obligation evidenced by the Contracts cease to exist as an obligation of the City; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Contract, subject to certain limitations contained in the Ordinance, may be assigned and transferred on the Contract Register only upon its presentation and surrender at the

Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered party hereof, or his duly authorized agent. When a transfer on the Contract Register occurs, one or more new fully registered Contracts with the same Payment Date, in authorized amounts, bearing the same rate of interest, and of the same Installment Amount will be delivered by the Paying Agent/Registrar to the designated assignee or assignees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered party whose name appears on the Contract Register (i) on the Record Date as the Contracting Party entitled to payment of interest hereon, (ii) on the date of surrender of this Contract as the Contracting Party entitled to payment of the Installment Amounts on the Payment Date or on a prepayment date and (iii) on any other date as the Contracting Party to notify for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing on the Contract Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the execution and delivery of the Contracts is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the execution and delivery of the Contracts to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; and that due provision has been made for the payment of the Contracts and interest thereon as aforestated. In case any provision in this Contract shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Contract and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Contract to be duly executed under the official seal of the City.

CITY OF FARMERSVILLE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Contract only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	REGISTER NO. _____
OF PUBLIC ACCOUNTS	)	
	)	

I HEREBY CERTIFY that this Contract has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Contracts.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Contract has been duly delivered and registered under the provisions of the within-mentioned Ordinance; the contract or contracts initially executed and delivered by the City having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Salt Lake City, Utah, is the "Designated Payment/Transfer Office" for this Contract.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Dallas, Texas,
as Paying Agent/Registrar

Registration date:

_____

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____ (Social Security or other identifying number: _____ _____) the within Contract and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Contract on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the contracting party as it appears on the face of the within Contract in every particular.

(f) Form of Prepayment Ledger.

PREPAYMENT LEDGER

DATE OF PREPAYMENT	PRINCIPAL AMOUNT PREPAID	SIGNATURE OF BANK'S AUTHORIZED OFFICER

SECTION 9: Levy of Taxes. To provide for the payment of the Installment Amounts to become due and payable and the payment of the interest thereon, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay (i) the Installment Amounts to become due and payable or an amount equal to 2% of the Aggregate Contract Amount (whichever is the greater) and (ii) the accrued interest on the Installment Amounts to become due and payable; full allowance being made for delinquencies and costs of collection. Full, complete and accurate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Contract shall be kept and maintained by the City at all times while the Contract is Outstanding, and the taxes collected annually for the payment of the Contract shall be deposited to the credit of a "Special 2021 Contract Fund" (the "Sinking Fund") maintained on the records of the City and at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Contract.

The Mayor, Mayor Pro Tem and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Sinking Fund, amounts sufficient to fully pay and discharge promptly each Installment Amount and interest on the Contract as the same accrues or becomes due and payable; such transfer of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each Payment Date and each interest payment date for the Contract.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Contracts. In case a Contract shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Contract of like form and tenor, and in the same authorized amount and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Contract, or in lieu of and in substitution for such destroyed, lost or stolen Contract, only upon the approval of the City and after (i) the filing by the Contracting Party with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Contract, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Contract shall be borne by the Contracting Party of the Contract mutilated, or destroyed, lost or stolen.

Every replacement Contract issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Contracts; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Contracts.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Contracting Parties, the Installment Amounts, together with the accrued interest thereon, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Contracting Parties shall thereupon cease, terminate, and be discharged and satisfied.

The Contract shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full the Installment Amounts as the same shall become due and payable on the Payment Dates, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Installment Amounts and accrued interest on and prior to each Payment Date or (if notice of prepayment has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the prepayment date thereof. In the event of a defeasance of the Contract, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Contract. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Contracts to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is in excess of the amounts required for the payment of the Contracts in accordance with the defeasance provisions shall be remitted to the City or deposited as directed by the City. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then

authorized securities or obligations that may be used to defease obligations such as the Contract under the then applicable laws of the State of Texas.

SECTION 12: Ordinance a Contract - Amendments - Outstanding Contracts. This Ordinance shall constitute an agreement with the Contracting Parties from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Contract remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Contracting Parties, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Contracting Parties, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Contracting Parties to the Contract which are Outstanding and represent a majority of the aggregate Installment Amounts affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of Contracting Parties of the Contract which is Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Installment Amounts and interest on the Contract, reduce the Installment Amounts, change the rate of interest thereon, change the prepayment price, or in any other way modify the terms of payment of the Contract, (2) give any preference to any Contract over any other Contract, or (3) reduce the aggregate Installment Amount of the Contract required to be held for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to the Contract means, as of the date of determination, all Contracts theretofore delivered and registered under this Ordinance, except:

(1) those Contracts cancelled or delivered to the Paying Agent/Registrar for cancellation;

(2) those Contracts for which the Installment Amounts and all interest payable thereon has been paid or is deemed to be fully paid in accordance with the provisions of Section 11 hereof; and

(3) those mutilated, destroyed, lost, or stolen Contracts for which replacement obligations have been registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Sale of the Contract. The offer of Zions Bancorporation, N.A. (herein referred to as the "Initial Contracting Party") to purchase the Contract in accordance with an agreement, dated March 23, 2021, attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted and the sale of the Contract to said Initial Contracting Party is hereby approved and authorized and declared to be in the best interest of the City. The Mayor and City Secretary are hereby authorized and directed to sign the acceptance clause of said agreement for and on behalf of the City and as the act and deed of this City Council. Delivery of the Contract to the Initial Contracting Party shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 14: Cancellation. All Contracts surrendered for payment, prepayment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation

any Contracts previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Contracts so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Contracts held by the Paying Agent/Registrar shall be returned to the City.

SECTION 15: Notices of Contracting Parties. Wherever this Ordinance provides for notice to Contracting Parties of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Contracting Party appearing in the Contract Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Contracting Parties is given by mail, neither the failure to mail such notice to any particular Contracting Party, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Contracts. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Contracting Party entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by a Contracting Party shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Contract, excluding the amounts to pay costs of issuance, shall be deposited in an acquisition fund maintained at a City depository. Pending expenditure for the Property, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for the Property or deposited in the Sinking Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Contract, including investment earnings, remaining after acquisition of the Property shall be deposited to the credit of the Sinking Fund.

SECTION 17: Reimbursement. To the extent the City needs to pay for the Property prior to the date of the Contract's issuance, the City may use the proceeds of the Contract to reimburse the City for such expenditure.

SECTION 18: Legal Opinion. The Initial Contracting Party's obligation to accept delivery of the Contract is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Contract as to its validity, said opinion to be dated and delivered as of the date of delivery and payment for the Contract.

SECTION 19: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Contracting Parties, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Contracting Parties.

SECTION 20: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 21: Governing Law. This Ordinance and the Contracts authorized to be executed and delivered hereunder shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 22: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 23: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 24: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 25: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 26: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the execution and delivery of the Contract. In addition, prior to the initial delivery of the Contract, the Mayor, Mayor Pro Tem, City Secretary, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Contract by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 27: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Local Government Code, Chapter 551, as amended.

SECTION 28: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this March 23, 2021.

CITY OF FARMERSVILLE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

DESCRIPTION OF PERSONAL PROPERTY

Purchase of electricity through an agreement between the City and the City of Garland, Texas.

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 23, 2021 (this "Agreement"), by and between Zions Bancorporation, N.A., a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of Farmersville, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Farmersville, Texas, Public Property Finance Contractual Obligations, Taxable Series 2021 (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about April 8, 2021; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 **Appointment**. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 **Compensation**. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 **Other Definitions**. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 **Duties of Paying Agent**. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 **Payment Dates**. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 **Security Register – Transfers and Exchanges**. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank's office shown on the signature page hereof books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 **Securities**. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 **Form of Security Register**. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 **List of Security Holders**. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

Section 4.05 **Return of Cancelled Securities**. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 **Mutilated, Destroyed, Lost or Stolen Securities**. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 **Transaction Information to Issuer**. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 **Duties of Bank**. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 **Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in

a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 **Recitals of Issuer**. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 **May Hold Securities**. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 **Moneys Held by Bank - Paying Agent Account/Collateralization**. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 **Indemnification**. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 **Interpleader**. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 **DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

Section 5.09 **Tax Reporting**. It shall be the duty of the Bank, on behalf of the Issuer, to report to the Holders and the Internal Revenue Service, to the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, (i) the amount of "reportable payments," if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the Holder.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 **Amendment**. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 **Notices**. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

Section 6.04 **Effect of Headings**. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 **Successors and Assigns**. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 **Severability**. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 **Merger, Conversion, Consolidation, or Succession**. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 **Benefits of Agreement**. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 **Entire Agreement**. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 **Termination**. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 **Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

ZIONS BANCORPORATION, N.A.

By: _____

Title: _____

Address: 2501 North Harwood
Dallas, Texas 75201
Attention: Kristen Billings

With Additional Notice To:

Zions Bancorporation, N.A.
One South Main, 17th Floor
Salt Lake City, UT 84133
Attention: Kirsi Hansen

CITY OF FARMERSVILLE, TEXAS

By: _____
Mayor

Address: _____
_____

Attest:

_____
City Secretary

95508585.2/08009902

[*signature page to Paying Agent/Registrar Agreement*]

ANNEX A
TO PAYING AGENT/REGISTRAR AGREEMENT

BANK'S FEES AND CHARGES

EXHIBIT C

PURCHASE AGREEMENT

VIII. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon a Facilities Agreement with HCG Realty and Development regarding property located on the southwest corner of Farmersville Parkway and South Hamilton Street.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	Facilities 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

AFTER RECORDING, RETURN TO:

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

City of Farmersville, Texas
FACILITIES AGREEMENT
(Defer Construction of Required Improvements)

HCG Addition, Lots 1-2, Block A

THIS AGREEMENT, entered into effective the ____ day of _____, 2019, by and between ***CITY OF FARMERSVILLE***, a Texas municipal corporation and Type A General Law City ("CITY"), and ***HCG REALTY & DEVELOPMENT LLC***, a Texas limited liability company, whose principal address is 9471 County Road 2470, Royse City, Texas 75189-6790, ("DEVELOPER") witnesseth that:

WHEREAS, the Subdivision Regulations of the City of Farmersville, Texas contained in Chapter 65 of the Code of the City of Farmersville, Texas (the "Subdivision Regulations") 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 65-75 of the Subdivision Regulations requires the execution of a Facilities Agreement prior to the issuance of a Development Permit for the clearing, grading, filling, dredging, or construction of public streets, utilities, or drainage, or other improvements which may affect adjacent or surrounding properties in certain circumstances described in Section 65-75 of the Subdivision Regulations, as amended; and

WHEREAS, the development of the subdivision to be known as ***HCG Addition, Lots 1-2, Block A*** 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 DEVELOPER in accordance with Section 65-75 of the Subdivision Regulations, as amended; and

WHEREAS, the Subdivision Regulations also prohibit recording the Final Plat of a subdivision within the incorporated area of the City until the DEVELOPER has completed all of the public facilities required to serve the property being developed that must be dedicated to the City save and except the City

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

WHEREAS, DEVELOPER requests the recording of the Record Plat of a subdivision in the CITY, to be known as ***HCG Addition, Lots 1-2, Block A*** (the "Plat") prior to the completion and acceptance of certain of the Public Improvements required to serve the subdivision as are identified in attached Exhibits "B" and "C" (collectively the "Required Improvements"); and

WHEREAS, DEVELOPER agrees that the Required Improvements identified in attached Exhibits "B" and "C" will be installed after recordation of said Plat under the guarantees provided to the CITY as set forth herein.

NOW THEREFORE, in consideration of the intent and desire of the DEVELOPER, as set forth herein, and to gain approval of the CITY to record said Plat, the DEVELOPER and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the City of Farmersville along and adjacent to the east side of S. Hamilton Street and south of Farmersville Parkway containing approximately 7.863 acres of land, more fully described in Exhibit A attached hereto and fully incorporated herein by reference (the "Property").

B. PUBLIC IMPROVEMENTS

DEVELOPER agrees to complete the Required Improvements for the subdivision to be known as ***HCG Addition, Lots 1-2, Block A*** within two (2) year(s) from and after the date of this Agreement, unless required sooner as provided herein below in this Agreement and the attached Exhibits, according to the construction plans regarding the construction of Required Improvements for said subdivision, which construction plans are on file with and approved by the City Engineer (the "Plans").

All Public Improvements, including utilities, drainage easements, sidewalks, street lighting, street signage, park land dedication and all other required improvements and dedications, shall be provided by DEVELOPER at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer, prior to issuance of any Certificate of Occupancy. Engineering studies, plan/profile sheets, and other construction documents shall be provided by DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such plans shall be approved by CITY Engineer or his agent prior to the issuance of a Development Permit.

1. THOROUGHFARES

DEVELOPER shall dedicate, as a part of the Public Improvements and at no cost to CITY, that amount of right-of-way along perimeter roadways adjacent to the PROPERTY (as reflected on the plat heretofore approved by the CITY) 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 or developed. If platting or development of the PROPERTY is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, DEVELOPER 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. DEVELOPER shall dedicate all right-of-way for the interior streets serving the PROPERTY at the time of development. Specific uses may require additional right-of-way dedication at the time of site plan approval.

DEVELOPER shall construct, as part of the Public Improvements and at no cost to CITY, roadway improvements in accordance with the CITY's Subdivision Ordinance and Street Design Standards then in effect. All roadway construction plans must be approved by CITY's Engineer or his agent prior to approval of a Development Permit for any portion of the PROPERTY being developed. The Roadway Improvements that are being deferred by this Agreement to allow the early recording of the Record Plat are described on the attached Exhibit B, which is fully incorporated herein by reference.

2. UTILITIES

DEVELOPER shall dedicate all easements and construct, at no cost to CITY, all necessary utility lines specifically including, but not limited to, any necessary off-site and oversize utility improvements to provide service to the PROPERTY in accordance with CITY standards, at such time as demand of the development on the PROPERTY requires or concurrent with the development of the PROPERTY, as determined by CITY. DEVELOPER shall construct all necessary utility lines to serve the interior of the PROPERTY; said lines shall be at least eight inches (8") in diameter or larger as demand of the development on the PROPERTY requires. All utility plans and improvements are subject to the approval of CITY's Engineer. The Utility Improvements that are being deferred by this Agreement to allow the early recording of the Record Plat are described on the attached Exhibit C, which is fully incorporated herein by reference.

3. HIKE AND BIKE TRAILS

DEVELOPER shall, at no cost to the CITY, dedicate the easement or right-of-way for and construct all required concrete hike and bike trail improvements in accordance with the CITY's Subdivision Ordinance and Master Trail Plan. The hike and bike trail shall be tied in or connected to the CITY's trail system or to the location(s)/area(s) identified as planned future extensions of the trail system specifically including, but not limited to, school sites and parkland sites. Final location and all hike and bike trail construction plans shall be subject to review and approval by the City Manager, and as specified in greater detail in the attached Exhibit B, which is fully incorporated herein by reference. All hike and bike trail construction plans must be approved by City Manager or his agent prior to approval of a Development Permit for any portion of the PROPERTY being developed.

C. PERFORMANCE BOND; LETTER OF CREDIT

1. The DEVELOPER, in accordance with the requirements established by the Subdivision Ordinance of the CITY and this Agreement, tenders to the CITY a guarantee of surety, specifically identified as: Bond for Fire Lane, Sidewalk, Potable Water, Sanitary Sewer, and Storm Water Drainage Improvements for the ***HCG Addition, Lots 1-2, Block A*** ("Required Improvements"), in the amount of **_____ and ___/One Hundredths Dollars ($_____.___)**, Bond No. _____ dated _____, 20_____, with _____ *(Insurance Company Name)*, as Surety, by order of the CITY, a copy of which is attached hereto as Exhibit D and fully incorporated herein by reference.

In the alternative, DEVELOPER may provide a standby Letter of Credit ("LOC") issued by a state or national banking association acceptable to CITY (or a cash deposit) in an amount equal to **_____ and ___/One Hundredths Dollars ($_____.___)**, which shall be in the form attached hereto as Exhibit D, assuring completion of the Required Improvements prior to the issuance of any Certificate of Occupancy for any Lot within the Property.

The only requirements for presentment of any Bond or LOC accepted hereunder by CITY shall be the presentation of the original thereof, together with an affidavit executed by the City Manager stating that DEVELOPER is in default under the terms of this Agreement. CITY shall require a local banking association to be named as a confirming bank for purposes of presentment and collection. **The Bond and/or LOC (or cash deposit) shall be returned to DEVELOPER upon CITY's acceptance of the Required Improvements and filing of a record plat for the PROPERTY.** The amount of the Bond or LOC (or cash deposit) pursuant to this Agreement was computed as follows: The total cost of constructing the Required

Improvements as reflected in the construction contract between DEVELOPER and a contractor, a copy of which contract is attached hereto as Exhibit E and fully incorporated herein by reference, (the "Construction Contract") plus at least twenty percent (20%) of the Construction Contract cost, such additional amount to cover unexpected or incidental costs of completion, including administrative expenses. The Construction Contract shall be assigned to City, as security only, by Contractor's execution hereafter which assignment, attached hereto as Exhibit F, shall grant the City rights, but not obligations thereunder, to require the Contractor's performance under the Construction Contract.

2. In the event the DEVELOPER shall fail or neglect to fulfill its obligations under this Agreement and as required by the Subdivision Ordinance, the DEVELOPER as Principal, and the Guarantor of Surety on the Bond shall be liable to pay for the cost of construction and installation of the Required Improvements, including but not limited to, engineering, legal, administrative and contingent costs together with any damages, either direct or consequential, which the CITY may sustain as a result of the failure of the DEVELOPER to carry out and execute all of the provisions of this Agreement and the provisions of the Subdivision Ordinance.

3. The DEVELOPER and the Surety further jointly and severally agree that the CITY, at its option, shall have the right to enter upon DEVELOPER'S property and construct and install, or pursuant to public advertisement and receipt of bids, cause to be constructed and installed the Required Improvements in the event the DEVELOPER fails or refuses to do so in accordance with the terms of the Agreement. The DEVELOPER shall be liable hereunder to reimburse the CITY the total cost to complete the Required Improvements plus such other and further costs and expenses enumerated in Paragraph 2 herein above. The Surety shall be liable in the amount of the Bond attached hereto.

4. If the DEVELOPER provides a LOC (or a cash deposit) rather than a Bond then the DEVELOPER shall be solely liable to pay for the cost of construction and installation of the Required Improvements, including but not limited to, engineering, legal, administrative and contingent costs together with any damages, either direct or consequential, which the CITY may sustain as a result of the failure of the DEVELOPER to carry out and execute all of the provisions of this Agreement and the provisions of the Subdivision Ordinance. The DEVELOPER further agrees that the CITY, at its option, shall have the right to enter upon DEVELOPER'S property and construct and install, or pursuant to public advertisement and receipt of bids, cause to be constructed and installed the Required Improvements in the event the DEVELOPER fails or refuses to do so in accordance with the terms of the Agreement. The DEVELOPER shall be liable hereunder to reimburse the CITY the total cost to complete the Required Improvements plus such other

and further costs and expenses enumerated in this Paragraph. The DEVELOPER shall be entitled to an offset or credit against the costs and expenses enumerated herein for any amount of money paid to the CITY by a financial institution upon presentment, if any, of the LOC (or cash deposit).

5. The DEVELOPER agrees to renew the Guaranty of Surety and Bond prior to its expiration so the Guaranty of Surety and Bond shall remain in full force and effect during the entire term of this Agreement, including any extension. If DEVELOPER provides a LOC in lieu of or in addition to the Guaranty of Surety and Bond, DEVELOPER agrees to renew the LOC prior to its expiration so the LOC shall remain in full force and effect during the entire term of this Agreement, including any extension. Upon renewal, the amount of the Bond and/or LOC shall be in its original amount or such lesser amount equal to the sum agreed to by the CITY's Engineer, such amount being sufficient to complete the remaining Required Improvements plus at least twenty percent (20%) of the then remaining construction amount.

6. DEVELOPER shall provide the CITY evidence that the Guaranty of Surety and Bond or LOC has been renewed at least thirty (30) days prior to its scheduled expiration date. If DEVELOPER fails to timely provide CITY with such verification of renewal CITY shall be authorized to immediately, and at anytime prior to the expiration date of the Bond and/or LOC, assert a claim against the Bond and/or make presentment of the LOC accepted hereunder by CITY by presenting the original thereof, together with an affidavit executed by the City Manager stating that DEVELOPER is in default under the terms of this Agreement.

D. PARK DEDICATION

1. DEVELOPER shall dedicate required parkland concurrent with platting and development of the Property to provide for the recreational needs created by such development as set forth herein and as determined by the City Council. The approved parkland site shall be shown on the plat as a fee simple conveyance to the CITY and shall be conveyed to the CITY by General Warranty Deed free of all encumbrances and at no cost to the CITY. DEVELOPER shall also provide the CITY with an owner's title policy of insurance in an amount equal to the value of the land conveyed, which amount shall be determined by the CITY.

2. The DEVELOPER shall also be responsible for, and pay the costs of, providing convenient access by improved streets, sidewalks and, adequate drainage improvements so that the site is suitable for the purpose intended, and shall provide water, sewer and electrical utilities to the Property in accordance with the procedures applicable to other public improvements as specified in the Subdivision Ordinance of the CITY.

3. In the alternative and subject to the determination of the Director of the CITY's Parks Department all or part of the DEVELOPER'S parkland dedication requirements may be satisfied by the payment of money in lieu of land. The amount of cash to be paid in lieu of parkland dedication shall be determined based upon the Collin Central Appraisal District's most recent appraisal of all or part of the Property at the time the fees are paid for any future phase of development instead of and rather than the appraisal value of the Property at the time of execution of this Agreement.

4. DEVELOPER may pay cash in lieu of dedication in advance of any phase of development for which the CITY's Parks Department has approved fees in lieu of dedication, based on the CITY ordinance requirement of parkland dedication, outside of any floodplain on the Property, in an area equal to five percent (5%) of the gross area of the subdivision for use as parks, playgrounds, recreational areas, open spaces, or green areas by paying an estimated amount equal to the value of the Property established by the most recent appraisal of all or part of the Property made by the central appraisal district immediately prior to the final platting and approval thereof by the CITY. DEVELOPER acknowledges and understands that the calculations regarding required parkland dedication and fees in lieu of dedication shall change if the number of residential lots is changed. In the event of an increase in the number of residential lots for any phase(s) of the Property following DEVELOPER's pre-payment of the cash in lieu of dedication, the DEVELOPER shall dedicate additional parkland or pay additional fees in lieu of dedication as recalculated by the CITY. In the event of a decrease in the number of residential lots for which DEVELOPER prepaid cash in lieu of dedication under this provision, the DEVELOPER shall be entitled to a pro-rata refund or reimbursement of any "overpayment" upon completion of all phases of the Property and final build out of said lots and Property.

5. In any event, all required parkland shall be dedicated or cash in lieu of dedication shall be paid to CITY prior to the platting of the last phase of the Property. DEVELOPER shall not be allowed to file the plat for the last phase of the Property until the parkland dedication or cash payment is satisfied.

E. <u>CITY DEVELOPMENT ORDINANCES</u>

DEVELOPER shall develop the PROPERTY in accordance with the standards as set forth in City of Farmersville zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, park land dedication, hike and bike trails, impact fees, Street Design Standards, Public Improvements Policy and construction standards.

F. NO WAIVER

DEVELOPER expressly acknowledges that by entering into this Agreement, DEVELOPER, its 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 Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

G. VARIANCES

It is expressly acknowledged that only those variances to the Zoning Ordinance and Subdivision Ordinance or other applicable CITY ordinances stipulated in attached Exhibit G, if any, are granted by CITY for this subdivision and/or development. If no variances are granted, Exhibit G shall state "No variances for this Property are granted and none shall be allowed."

H. INDEMNITY AND HOLD HARMLESS AGREEMENT

DEVELOPER, its 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 DEVELOPER, and only to the extent or percentage attributable to DEVELOPER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. DEVELOPER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of final acceptance of each phase of the improvements.

I. REVOCATION

In the event DEVELOPER fails to comply with any of the provisions of this Agreement, CITY shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of Property; and CITY shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against DEVELOPER'S property; and in the alternative, CITY shall be authorized to levy an assessment against DEVELOPER'S property for public improvements to be held as a tax lien against the Property by CITY.

J. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

DEVELOPER has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise DEVELOPER, regarding DEVELOPER's rights under Texas and federal law. DEVELOPER 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.) DEVELOPER specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, Developer hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those 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 DEVELOPER's responsibility for roadway and utility improvements for the Property. DEVELOPER 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. DEVELOPER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that OWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by DEVELOPER's Property. DEVELOPER further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and DEVELOPER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **DEVELOPER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to DEVELOPER's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

K. CONTINUITY

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

L. ASSIGNABILITY

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

M. TERMINATION AND RELEASE

Upon satisfactory completion by DEVELOPER and final acceptance by CITY of all requirements of this Agreement, this Agreement shall terminate and CITY will execute a release of covenant to DEVELOPER, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future. This Agreement shall not terminate until the requirements of all parties have been fulfilled.

N. MAINTENANCE BOND

Prior to final acceptance of improvements to Property, DEVELOPER has furnished to CITY a good and sufficient maintenance bond in the amount of fifteen percent (15%) of the contract price of such improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety, in favor of CITY, to indemnify City against any repairs arising from defective workmanship or materials used in any part of the construction of improvements to Property, for a period of two (2) years from the date of final acceptance of such improvements.

O. CONFLICT OF INTEREST

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

OWNER shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time OWNER submits this signed Agreement to CITY, and as follows:

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

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Agreement binds all parties to the Agreement. The

Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

P. GENERAL PROVISIONS

1. DEVELOPER hereby relieves CITY of any responsibilities for any inadequacies in the preliminary plans, exhibits and cost estimate(s) supplied for the purpose of this Agreement, and further agrees that DEVELOPER will comply with CITY'S Subdivision Ordinance, Street Design Standards, Public Improvements Policy and any other applicable policies, rules, regulations and ordinances of CITY regarding development of Property.

2. DEVELOPER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.

3. DEVELOPER 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 DEVELOPER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of DEVELOPER.

4. DEVELOPER agrees that improvements to Property as set forth herein shall be completed within two (2) year(s) from the date of approval of this Agreement by the Farmersville City Council. Unless otherwise specified in this Agreement or an attachment hereto, it is understood that any obligation on the part of CITY to make any refunds shall cease upon the expiration of the two (2) year(s), except when extended for good cause and agreed to in writing by CITY and DEVELOPER.

5. 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, TMCC
City Secretary

HCG REALTY & DEVELOPMENT LLC,
a Texas limited liability company

By: _____
CHRISTOPHER L. GRUPIDO
Managing Member

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 _____, 20_____, by CHRISTOPHER L. GRUPIDO, in his capacity as Managing Member of ***HCG REALTY & DEVELOPMENT LLC***, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of ***HCG REALTY & DEVELOPMENT LLC***.

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

DESCRIPTION OF PROPERTY

STATE OF TEXAS
COUNTY OF COLLIN

Being a tract of land, situated in the W. B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, and being all of that called 7.867 acre tract of land, described by deed to HCG Realty & Development, LLC, as recorded under Document No. 20150402000370560, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a plastic cap stamped "Boundary Solutions" found for the northwesterly corner of said 7.867 acre tract, same being at the intersection of the easterly monumented line of S. Hamilton Street and the southwesterly monumented line of Farmersville Parkway;

THENCE South 75°20'31" East, along said southwesterly monumented line of Farmersville Parkway, a distance of 491.72' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northeasterly corner of said 7.867 acre tract, same being the northwesterly corner of a called 7.66 acre tract of land, described by deed to HCG Realty and Development, LLC, as recorded under Document No. 20150707000830900, O.P.R.C.C.T.;

THENCE South 00°18'08" East, along the common line between said 7.867 acre and 7.66 acre tracts, a distance of 659.55' to a 5/8" iron rod with a plastic cap stamped "Boundary Solutions" found for the southwesterly corner of said 7.66 acre tract, same being the southeasterly corner of said 7.867 acre tract, said corner also being in the northerly line of a tract of land, described by deed to the City of Farmersville, as recorded under Document No. 20131223001672150, O.P.R.C.C.T.;

THENCE North 89°37'53" West, along the southerly line of said 7.867 acre tract, a distance of 476.00' to a 5/8" iron rod with a plastic cap stamped "Boundary Solutions" found for the southwesterly corner of said 7.867 acre tract, said corner also being in the aforementioned easterly monumented line of S. Hamilton Street;

THENCE North 00°14'06" West, along said easterly monumented line of S. Hamilton Street, a distance of 780.92' to the **POINT OF BEGINNING** and containing 342,507 square feet or 7.863 acres of land, more or less.

EXHIBIT B

PUBLIC THOROUGHFARE IMPROVEMENTS

DEVELOPER is responsible for the construction of the facilities detailed below. Those facilities must be complete and accepted by CITY prior to the issuance of a Final Acceptance letter for the Required Improvements. In the event any public facilities required to serve the development of Property are installed by a party other than DEVELOPER, those facilities must be complete and accepted by CITY prior to the issuance of a Final Acceptance letter for the Public Improvements required herein. No Certificate of Occupancy shall be issued for any building on the Property until Final Acceptance of the Public Improvements.

THOROUGHFARES. Construction of thoroughfares includes paving, drainage, striping, street lighting, sidewalks and erosion control.

a. A reinforced concrete fire lane at least twenty-four-foot (24') in width, approximately six hundred feet (600') long extending from the northern and southern points of ingress and egress from S. Hamilton Street in an easterly direction from S. Hamilton Street to and from and around the proposed building pad location on the Property.

b. Approximately one hundred (100) linear feet of a minimum five-foot (5') wide concrete sidewalk located within and along the eastern side of the Hamilton Street right-of-way

c. Four (4) Barrier Free Sidewalk Ramps located within and along the Hamilton Street right-of-way.

d. No other thoroughfares are being deferred by this Agreement. DEVELOPER shall dedicate and construct all other required thoroughfares and necessary internal roadways and appurtenances thereto as reflected on the Plat.

HIKE AND BIKE TRAILS. The following improvements shall be complete and accepted by the CITY prior to recording of the Record Plat.

a. No hike and bike trails are being deferred by this Agreement.

b. DEVELOPER shall dedicate and construct all required hike and bike trails together with all necessary appurtenances as shown on the Hike and Bike Trail Master Plan and as approved by the City Manager and City Council.

EXHIBIT C

PUBLIC UTILITY IMPROVEMENTS

DEVELOPER is responsible for the construction of the facilities detailed below. Those facilities must be complete and accepted by CITY prior to a Certificate of Occupancy being issued for any building on the Property. In the event any public utilities required to serve the development of Property are installed by a party other than DEVELOPER, those facilities must be complete and accepted by CITY prior to a Certificate of Occupancy being issued for any building on the Property.

WATER.

a. An eight-inch (8") diameter Water Line together with all related appurtenances running approximately five hundred sixty (560) linear feet as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

b. One (1) one and one-half-inch (1½") Domestic Water Meter and one (1) one-inch (1") Irrigation Water Meter together with all related appurtenances as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

c. Two (2) Fire Hydrants together with all related appurtenances as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

d. DEVELOPER shall construct all necessary water lines at least eight inches (8") in diameter or as otherwise necessary to serve the Property for both domestic and fire flow for the Property. The City Engineer shall approve the size of the line.

SANITARY SEWER SYSTEM.

a. An eight-inch (8") diameter sanitary sewer pipe with all related appurtenances running approximately two hundred thirty (230) linear feet as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

b. One (1) four-foot (4') Diameter Manhole with all related appurtenances as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

c. DEVELOPER shall also construct all necessary sanitary sewer lines to serve the interior of the Property consistent with City of Farmersville standards; said lines shall be at least eight inches (8") in diameter or as otherwise

necessary to serve the Property. The City Engineer shall approve the size of the line, based upon the design slope and drainage basin size.

STORM WATER DRAINAGE SYSTEM.

a. An eighteen-inch (18") diameter RCP storm water sewer pipe with all related appurtenances running approximately two hundred seventy (270) linear feet as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

b. Two (2) six-foot (6') long Curb Inlets as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

c. One (1) Detention Pond Outfall Structure as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

d. Three (3) Storm Line Safety Ends as generally depicted in the construction drawings approved by the City Engineer and the City Manager.

e. DEVELOPER shall also construct all necessary storm water sewer lines to serve the interior of the Property consistent with City of Farmersville standards; said lines shall be at least eight inches (8") in diameter or as otherwise necessary to serve the Property. The City Engineer shall approve the size of the line, based upon the design slope and drainage basin size.

EXHIBIT D

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That ***HCG REALTY & DEVELOPMENT LLC***, a Texas limited liability company, (hereinafter referred to as "Principal"), as Principal, and _____, a surety company organized and existing under the laws of the State of _____ with its principal office in the City of _____, and authorized to do business in the State of Texas (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto the **City of Farmersville, Texas,** a Texas municipal corporation (hereinafter referred to as "Obligee"), in the full and just sum of _____ **and ___/One Hundredths Dollars ($_____.___),** lawful money of the United States of America, to the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, THE ABOVE BOUNDED PRINCIPAL as a condition precedent to the approval by Obligee of the plat for that certain subdivision known as ***HCG Addition, Lots 1-2, Block A***, has entered into that certain Construction Facilities Agreement for Required Improvements with Obligee dated the _____ day of _____, 20_____, (attached hereto and hereinafter referred to as the "Agreement"), pursuant to which Principal is required to be responsible for arranging and contracting for the construction of certain required improvements in accordance with the plans, specifications and contract documents set forth or referred to in the Agreement (hereinafter referred to as the "Improvements");

WHEREAS, it was one of the conditions of said Agreement that this bond be executed:

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all respects comply with the terms and conditions of said Agreement, within the time therein specified, and shall in every respect fulfill its obligations thereunder, and under the plans, specifications and contract documents referred to and made a part thereof, **and shall indemnify, and hold harmless Obligee from and against all claims, costs, expenses, demands, damages, injuries and losses, including, but not limited to, engineering, legal, administrative and other contingent cost to carry out and execute all the provisions of said Agreement, within the time therein specified**, then this obligation shall be void; otherwise to remain in full force and effect.

THE SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the Principal fails to fulfill all of any portion of its obligations under the Agreement, within the time specified in the Agreement, the Surety, upon fifteen (15) days written notice from Obligee, or its authorized agent or officer, of Principal's default, shall forthwith perform and complete the obligations imposed by the aforesaid Agreement and pay the cost thereof, including, but not limited to, engineering, legal, administrative and other contingent costs. Should the Surety fail or refuse to perform and complete Principal's obligations under the Agreement, Obligee, in view of the public interest, safety, health and welfare factors involved and the inducement in approving and filing the said subdivision plat, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity, specifically including specific performance, to which the Principal and Surety unconditionally agree.

PROVIDED, FURTHER, that in any such legal action if filed on this Bond, venue shall lie in Collin County, Texas.

THE PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE, that, as set forth in the Agreement, Obligee, at its option, shall have the right to construct and install, or pursuant to public advertisement and receipt of bids, cause to be constructed and installed, the aforesaid Improvements in case the Principal should fail or refuse to do so in accordance with the terms of said Agreement, and in the event Obligee should exercise and give effect to such right, Principal shall be liable to reimburse the Obligee for the total cost thereof and Surety shall be liable for the amount set forth above, both including, but not limited to, engineering, legal, administrative and other contingent costs, together with any damages, either direct for consequential, which may be sustained on account of failure of the Principal to carry out and execute all of the provisions of said Agreement.

PROVIDED, HOWEVER, that both Principal and Surety agree and acknowledge that this bond is not executed pursuant to the provisions of VERNON'S TEXAS GOVERNMENT CODE ANN. Art. 2253.021, since said agreement is not between the Obligee and the prime contractor responsible for the construction of said Improvements and since the amount of this bond is in excess of the total costs of construction as set forth in the construction contract(s) for said Improvements.

FURTHERMORE, no extension of time or other waiver or amendment of the terms of said Agreement or any change in the method or amount of payment stipulated to be made by Obligee under the Agreement shall relieve Surety of its obligations hereunder and the Surety waives notice of any such extension, waiver, amendment, or change. The bond shall be automatically extended in time without formal and separate amendment to cover full and faithful performance of the Agreement modifications, regardless of the amount of time involved.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____, and the undersigned

Surety solemnly warrants and represents that it is duly authorized to do business in the State of Texas.

PRINCIPAL:

HCG REALTY & DEVELOPMENT LLC,
a Texas limited liability company

By: _____
CHRISTOPHER L. GRUPIDO
Managing Member

Date Signed: _____

ATTEST:

_____
Name: _____
Title: _____

SEAL

SURETY: _____

By: _____
Name: _____
Title: _____

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
ALAN D. LATHROM
City Attorney, City of Farmersville

The Resident Agent of the Surety in Texas, for delivery of notice and service of process is:

Name: _____
Address: _____
_____
Telephone: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: that _____, a surety company organized and existing under the laws of the State of _____ does hereby make, constitute and appoint,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of _____ on the _____ day of _____, 20_____ as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $_____, _____ Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, _____ has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this _____ day of _____, 20_____.

SEAL

_____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, before me, personally came _____ to me known, who being duly sworn, did depose and say that he is the President of _____, the corporation described in and which executed the above Instrument; that he executed said Instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

_____
Notary Public

CERTIFICATE

I, the undersigned, Secretary of _____, a _____ insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at _____, _____ this _____ day of _____, 20_____.

_____
Name: _____
Title: _____

ACKNOWLEDGMENT OF SURETY

STATE OF _____ }
COUNTY OF _____ }

On _____, 20_____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be the person who executed the said instrument on behalf of the said corporation and who stated that he/she executed the within and foregoing instrument in his/her capacity as the Attorney-in-Fact of _____, the corporation described in the original Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on _____

_____
Notary Public

_____
(Surety/Insurance Company Name)

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX # 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: _____ Insurance Company Claims
_____
_____

You may also contact the _____ Insurance Company Claims office by

telephone at: Telephone Number: _____

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

EXHIBIT D

LETTER OF CREDIT FORM

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____[##]_____

APPLICANT:
HCG Realty & Development LLC
9471 County Road 2470
Royse City, Texas 75189-6790

INITIAL EXPIRATION DATE:
[Month] [day], 20_____

BENEFICIARY:
The City of Farmersville
205 South Main Street
Farmersville, Texas 75442
Attn: Benjamin L. White, P.E., CPM
City Manager

AMOUNT: $_____.___
_____
Dollars and _____Cents

[Month] [day], 20_____

Gentlemen:

We hereby establish our irrevocable Letter of Credit No. _____[##]_____ in favor of the City of Farmersville, Texas ("Beneficiary") at the request and for the account of ***HCG REALTY & DEVELOPMENT LLC***, a Texas limited liability company, for the amount of **_____ and ___/One Hundredths Dollars ($_____.___)**. This Letter of Credit is available by your draft drawn at sight on [Financial Institution Name] accompanied by the following documents:

1. Beneficiary's manually signed statement on its letterhead reading exactly as follows:

   "We hereby certify that a default has occurred under the Facilities Agreement dated [Month] [day], 20_____, and we have notified _____, by certified letter of such default."

2. A copy of the certified letter of such default sent to ***HCG REALTY & DEVELOPMENT LLC***, dated at least fifteen (15) days prior to this drawing.

The undersigned shall have no obligation or duty to investigate whether or not an event of default has occurred and shall have no liability to ***HCG REALTY & DEVELOPMENT LLC***, in such regard.

All drafts under this Letter of Credit shall be marked "Drawn Under Irrevocable Letter of Credit No. _____[##]_____ dated [Month] [day], 20_____ issued by [Financial Institution Name], [City, State]."

This Letter of Credit sets forth in full the terms of our undertaking to you. Such undertaking shall not in any way be modified, amended, or amplified by reference to any document or instrument referred or related to herein and any such reference shall not be deemed to incorporate herein by reference any such document or instrument.

This Letter of Credit shall be deemed automatically extended without amendment for up to an additional _____ period(s) of one (1) year each from the present expiry date to [Month] [day], 20_____, unless thirty (30) days prior to any expiration date we shall notify you in writing, by registered mail or overnight courier at the address contained herein that we elected not to renew this Letter of Credit.

Except as expressly provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for documentary credits (1993 Revision), International Chamber of Commerce Publication No. 500.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our counter at [Financial Institution Street Address], [Financial Institution City, State & Zip].

Sincerely,

[Name of Financial Institution Officer or
Employee Authorized to Bind the Institution]
[Financial Institution Officer or
Employee's Title]

EXHIBIT E

CONSTRUCTION CONTRACT

1. The Construction Contract is on file with the City Engineer's Office.

EXHIBIT F

ASSIGNMENT OF CONSTRUCTION CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THIS ASSIGNMENT OF CONSTRUCTION CONTRACT (this "Assignment") is made as of the _____ day of _____, 20_____, by ***HCG REALTY & DEVELOPMENT LLC***, a Texas limited liability company, whose principal address is 9471 County Road 2470, Royse City, Texas 75189-6790, (hereinafter referred to as "Owner" and "Developer") to the ***CITY OF FARMERSVILLE***, a Texas municipal corporation ("City").

RECITALS

A. On or about the _____ day of _____, 20_____, City entered into a Construction Facilities Agreement with ***HCG REALTY & DEVELOPMENT LLC***, ("Developer") for the construction of certain infrastructure improvements including the construction of Permanent Fire Lane, Sidewalk, Potable Water, Sanitary Sewer, and Storm Water Drainage Improvements, and related appurtenances ("Required Improvements"). To secure Developer's obligations under the Construction Facilities Agreement, Developer posted a performance bond or letter of credit with City in the amount of _____ and ___/One Hundredths Dollars ($_____.___) issued by _____ *(Insurance Company/Financial Institution Name)* ("Performance Bond or LOC").

B. Owner has entered into construction contracts for the required improvements under the Construction Facilities Agreement with _____ *(Contractor's Name)* (the "Construction Contracts").

C. Owner has agreed to conditionally assign to City the Owner's rights under the Construction Contracts.

D. As a condition to its agreements under the Construction Facilities Agreement, City has required the execution and delivery of this Assignment by Owner.

NOW, THEREFORE, in order to further secure the obligations of Owner under the Construction Facilities Agreement, the parties hereby agree as follows:

1. Deposit of Cash. Owner agrees to tender the Performance Bond or LOC referenced herein in the amount of _____ and ___/One Hundredths Dollars ($_____.___).

2. Assignment of Construction Contracts. As additional security for the performance of Owner's obligations under the Construction Facilities Agreement, Owner hereby transfers and assigns to City and grants City a security interest in all of Owner's rights and interest, but not its obligations in, under, and to the Construction Contract upon the following terms and conditions:

6. Owner represents and warrants that the copies of any Construction Contract it has furnished or will furnish to City are a true and complete copy thereof and that Owner's interest therein is not subject to any claim, setoff, or encumbrance.

7. **Neither this Assignment nor any action by City shall constitute an assumption by City of any obligation under the Construction Contract, and Owner shall continue to be liable for all obligations of Owner thereunder, Owner hereby agrees to perform all of its obligations under the Construction Contract. Owner further agrees to indemnify and hold City harmless against and from any loss, cost, liability or expense (including but not limited to attorneys' fees and expenses) resulting from any failure of Owner to so perform.**

8. **City shall have the right at any time (but shall have no obligation) to take in its name or in the name of Owner such action as City may at any time determine to be necessary or advisable to cure any default under the Construction Contract or to protect the rights of Owner or City thereunder. City shall incur no liability if any action so taken by it or in its behalf shall prove to be inadequate or invalid, and Owner agrees to hold City free and harmless against and from any loss, cost, liability or expense (including but not limited to attorneys' fees and expenses) incurred in connection with any such action.**

9. Owner hereby constitutes and appoints City as Owner's attorney-in-fact, in Owner's name or in City's name to enforce all rights of Owner under the Construction Contract.

10. Prior to the occurrence of a default, Owner shall have the right to exercise its rights as owner under the Construction Contract provided that Owner shall not cancel or amend the Construction Contract or do or suffer to be done any act which would impair the security constituted by this Assignment without the prior written consent of City.

3. Termination of Assignment. Upon completion of the improvements required by the Construction Facilities Agreement and acceptance thereof by City, this Assignment shall terminate. City shall return the cash deposit to Owner within ten (10) days of the termination of this Assignment.

4. Representations of Owner. Owner covenants and represents to City that (i) Owner has full right, title, power, and authority to assign the Construction Contract; (ii) no other assignment or interest therein has been made; and (iii) there are no existing defaults under the provisions of this Construction Contract.

5. Successors and Assigns. This Assignment shall inure to the benefit of Owner and City and shall be binding upon such successors and assigns.

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

OWNER:

HCG REALTY & DEVELOPMENT LLC,
a Texas limited liability company

By: _____
CHRISTOPHER L. GRUPIDO
Managing Member

Date Signed: _____

ACCEPTED AND AGREED:

_____
Contractor's Name

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT G

VARIANCES

1. No variances for this Property are granted and none shall be allowed.

Agenda Section	Regular Agenda
Section Number	VIII.B
Subject	Consider, discuss and act upon the bid tabs and recommendation for the procurement of services for grant writing for the city.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	Bid sheet
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Form A508

Texas Community Development Block Grant

Phase Two Solicitation for Administrative/Planning Services

Evaluation of Proposals

Applicant Community:	City of Farmersville	
Evaluation Team: (at least three persons required, including one local official)	**Name of Evaluator**	**Title**
	Benjamin L. White	City Manager
	Sandra Green	City Secretary
	Bryon Wiebold	Mayor
Program: (list ONLY one program per form, create a separate A508 for each additional program)	2021-2022 Downtown Revitalization Fund	
Description of Anticipated Project:	Infrastructure and ADA improvements within the City of Farmersville downtown district	
Date Solicitation Sent:	March 1, 2021	
Responses received:	**Name of Firm**	**Date Response Received**
	Resource Management & Consul.	3-9-21
	Raymond K. Vann & Associates	Not Received
	Traylor & Associates	Not Received

Evaluation of Proposals: (revise/add/delete services in this section as appropriate)

Enter for each criterion & proposal: (criteria listed on A506)

- Points awarded, or
- Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).

Name of Firm	Experience/ Qualifications	Prior Work Performance	Capacity to Perform	Proposed Cost	Business Tenure		Notes
Resource Management & Consul.	30	24	12	18	9		
Raymond K. Van & Associates	0	0	0	0	0		No Submittal
Traylor & Associates	0	0	0	0	0		No Submittal

Firm Recommended:	Resource Management & Consul.
Firm Selected:	Resource Management & Consul
	* If Firm Selected differs from Firm recommended by Evaluators, provide explanation
Conflict of Interest Evaluated by:	☐ Conflict exists, firm disqualified ☒ No conflict exists
Date Awarded by Governing Body:	
Signature of Lead Evaluator:	

Form A508

Texas Community Development Block Grant

Phase Two Solicitation for Administrative/Planning Services

Evaluation of Proposals

Applicant Community:	City of Farmersville	
Evaluation Team: (at least three persons required, including one local official)	**Name of Evaluator**	**Title**
	Benjamin L. White	City Manager
	Sandra Green	City Secretary
	Bryon Wiebold	Mayor
Program: (list ONLY one program per form, create a separate A508 for each additional program)	2021-2022 Community Development Fund	
Description of Anticipated Project:	Street improvements within the City of Farmersville	
Date Solicitation Sent:	March 1, 2021	
Responses received:	**Name of Firm**	**Date Response Received**
	Resource Management & Consul.	3-9-21
	Raymond K. Vann & Associates	Not Received
	Traylor & Associates	Not Received

Evaluation of Proposals: (revise/add/delete services in this section as appropriate)

Enter for each criterion & proposal: (criteria listed on A506)

- Points awarded, or
- Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).

Name of Firm	Experience/ Qualifications	Prior Work Performance	Capacity to Perform	Proposed Cost	Business Tenure		Notes
Resource Management & Consul.	30	24	12	18	9		
Raymond K. Van & Associates	0	0	0	0	0		No submittal
Traylor & Associates	0	0	0	0	0		No submittal

Firm Recommended:	Resource Management & Consul.
Firm Selected:	Resource Management & Consul.
	* If Firm Selected differs from Firm recommended by Evaluators, provide explanation
Conflict of Interest Evaluated by:	☐ Conflict exists, firm disqualified ☒ No conflict exists
Date Awarded by Governing Body:	
Signature of Lead Evaluator:	

Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act regarding Covid funding for small businesses.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Discussion regarding citywide hazardous material inspection processes and results.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	• Fire Marshal's Office tasked with inspecting all known commercial/public establishments at least once a year. Inspections include Hazardous Materials. • Chapter 27 of the International Fire Code Hazardous Materials – General Provisions. Proper handling, storage and maximum allowable quantities. • Chapter 34 of the International Fire Code Flammable and Combustible Liquids (Gasoline, Diesel, Mineral Spirits) • Local Emergency Planning Committee (LEPC). Collin County receptor of Tier II reports. Collaboration with State and Local. City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Quarterly report from Main Street Manager, Kevin Casey.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 23, 2021
Attachment(s)	Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to a future agenda. _____ • No motion, no action

Activity Summary Overview

PROGRAM NAME: Farmersville Main Street Program
THIS REPORT COVERS:

☐ March 2021

This is a template to use. We would like to know what kind of activity is going on in your individual programs, such as (but not limited to) the following. Please provide specific examples but they don't need to be lengthy.

- *Virtual/digital meetings of your Board, four-point or project committees or task forces*
- *How you/your Main Street program is communicating with your stakeholders/merchants etc.*
- *Addressing current needs/preparing for or anticipating future needs (for example, adjusting existing grant programs, promoting downtown businesses, helping merchants get online, hosting webinars, etc.)*
- *What are the greatest challenges, fears and needs? What are you struggling with?*

- *Meetings/ Conference Calls Virtual/digital meetings.*
    - *The Main Street Board has taken up the task of transitioning to the new Main Street model. This will require board training and re-evaluation of the work plan. This will take a couple of months to complete.*
    - *Multiple in person and telephone meetings with downtown merchants and future merchants*
    - *Ongoing communication with Grant Manager for Trails Project*
    - *Multiple conversations with State office in regard to facade inprovements to ReMax building. Offering guidance to insure historical aspects of the facade are keeping with the history*
    - *Online trainings with State office and peer managers. On boarding training for new members of the Main Street Board and ongoing Main Street Manager training*
    - *ERSI Training.*
    - *Main Street has submitted its year end report to the State and awaiting feedback. Will report further once the State has finalized their assessment.*
    -
- *How you/your Main Street program is communicating with your stakeholders/merchants etc.*
    - *Our Board had divided up the downtown businesses and have been acting as liaisons. Continual communication is the goal. This was in practice before I came into the position and has be re-instituted by Board Chairperson Doris Cooks.*
    - *Museum Board Meeting Discussions on renovations to exterior*
    - *Audie Murphy Day Meeting Date has been moved to the 13th of November*

- *Activities in the district:*

    - *Board member Tracey Wolf has created a form to help track events being held downtown and to capture contact info and social media post. This will allow Main Street to have an updated distribution list and help market "instore" events. (sales, shop late, ladies night)*
    - *Social media outreach is still ongoing.*
    - *Grand re-opening promo video was completed for Fancy Fibers highlighting the new space and new services.*
    - *Farmersville Marketing University has been a huge success. Lauren Oliver brings her tips and tools to help with social media marketing for our downtown merchants. This was a free event available in person*

and live streaming. Her methods have a proven track record of over 300% increase in business revenue during covid lockdown earlier this year. To date we have had 2 sessions one in council chambers and the other on site at Fancy Fibers. Hoping to put together session 3.

- *We have also informed all the merchants and business owners of the availability of small business grant through Main Street National and Brother Office Products, and instructions on how to apply. We have advised if they need help reach out to the Main Street for assistance.*
- *Researching additional COVID 19 Grants for business owners to update interiors to make business more secure from COVID. I have a grant watch that alerts me to new grants and when they are opening. If the grant requirements fit a downtown business I personally deliver them to the merchant. We have received the best news from one of the downtown businesses. One of the grants helped free up money and they were able to expand their business. The results are exactly what we had hoped for.*
- *Several economic development projects are ongoing downtown. I continue support the growth and opportunity for each of the projects and hopefully we get them across the finish line.*
- *I would like to openly thank the staff, Mayor, council, board members and citizens for the support. This is a one man office but there is an entire town standing behind me and any success is a direct result of that partnership*

Agenda Section	Regular Agenda
Section Number	VIII.F
Subject	Update on execution of the Wastewater Treatment Plant 1 trickling arm filter contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VIII.G
Subject	Update on Collin Parkway and Farmersville Parkway.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 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	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to a future agenda. _____ • No motion, no action

IX. Requests to be Placed on Future Agendas

X. Adjournment