



This meeting will be continued on Wednesday, April 28th, 2021 at 6:00 p.m. due to technical difficulties with calling in to speak.

Sandra Green  
City Secretary

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
April 27, 2021, 7:30 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](http://www.blizz.com), and following the online prompts to input the "Dial-in Phone Number" and the "Meeting ID."

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

1. **Dial-in Phone Number: [\(646\) 769-9101](tel:6467699101)**  
Please note that if you dial a toll number, your carrier rates will apply.
2. You will be prompted to enter the Meeting ID.  
**The Meeting ID for this meeting is [158-247-58](tel:15824758)**
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.
- Citywide Clean Up Day will be held on Saturday, June 26<sup>th</sup> from 7 a.m. to 1 p.m.
- Bois D'Arc Lake is starting to fill up. See flyer in agenda packet for more information.

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

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

## **III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA**

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

## **IV. CONSENT AGENDA**

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

- A. City Council Minutes
- B. City Financial Report

## **V. INFORMATIONAL ITEMS**

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

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

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

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

## **VI. PUBLIC HEARING**

- A. Public hearing to consider, discuss and act upon Ordinance #O-2021-0427-001 regarding an application requesting a change in zoning on approximately 37 acres of land, more or less, from A – Agricultural District Uses to PD – Planned Development District with a base zoning designation of C – Commercial District Uses on approximately 15.26 acres of land and a base zoning designation of MF-2 -- Multifamily Residence-2 District Uses on approximately 21.74 acres of land. The property is generally situated along the south side of County Road 611 and the north side of the access road between State Highway 78 and westbound Audie Murphy Parkway (U.S. Highway 380) and the northwestern side of a portion of State Highway 78, in the W.B. Williams Survey, Abstract A-952, in the City of Farmersville, Collin County, Texas.

**VII. READING OF ORDINANCES**

- A. Consider, discuss and act upon the first reading of Ordinance #O-2021-0511-001 regarding an amendment to the Sign Ordinance pertaining to painted signs on walls.

**VIII. REGULAR AGENDA**

- A. Consider, discuss and act upon an agreement with the Farmersville Historic Society agreement for the Bain-Honaker House.
- B. Consider, discuss and act upon Resolution #R-2021-0427-001 regarding Texas-New Mexico Power Company's application to amend its distribution cost recovery factor to increase distribution rates within the city.
- C. Consider, discuss and act upon Resolution #R-2021-0427-002 regarding Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor to increase distribution rates within the city.
- D. Consider, discuss and act upon a development agreement with Lakehaven Municipal Utility District.
- E. Update regarding the actual vs. budget.

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

**X. ADJOURNMENT**

**Dated this the 24<sup>th</sup> day of April, 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 April 24, 2021 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



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Sandra Green, TRMC  
City Secretary



## **I. Preliminary Matters**

# APRIL 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Parks & Recs Board Meeting 5:00 pm (Cancelled)	2 City Hall Closed – Good Friday	3 Farmersville Market 9:00 am
4	5	6	7	8 Parks & Recs Board Meeting 5:00 pm	9	10
11	12 Main Street Meeting 4:30 pm (Cancelled) FCDC (4B) Meeting 6:00 pm (Tentative)	13 City Council Meeting 6:00 pm	14	15 FEDC (4A) Meeting 6:30 pm (Cancelled)	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 FEDC (4A) Meeting 6:30 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 City Amenities Board Meeting 4:00 pm	30	

# 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					

# JUNE 2021

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

APRIL 2021

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**For the First Time in Nearly 30 Years,  
A Major Texas Reservoir Begins to Fill**

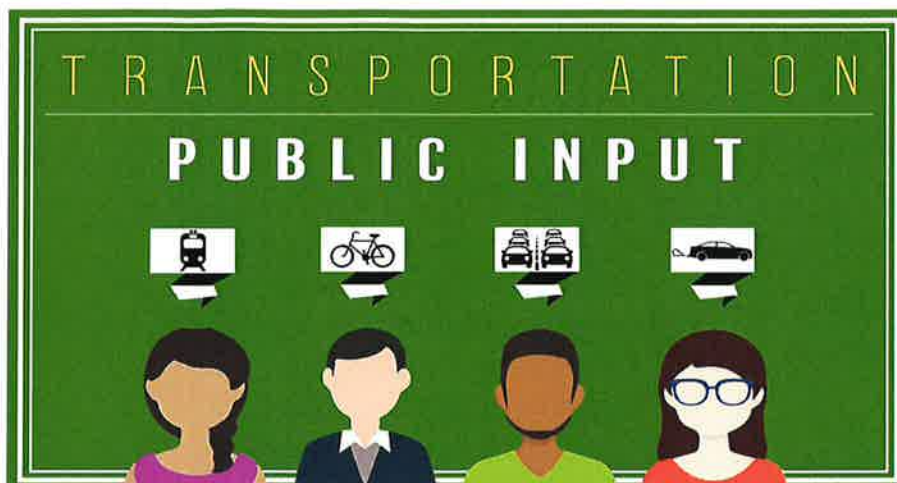


It's history in the making in North Texas! For the first time in nearly 30 years, a newly constructed lake has begun filling with water. Today, the North Texas Municipal Water District (NTMWD) began impounding, or capturing, water for the 16,641-acre Bois d'Arc Lake in Fannin County. Based on estimated weather patterns, NTMWD expects the reservoir to contain enough water to

begin providing treated water to its Member Cities and Customers next year.

Impoundment began when workers closed the lower gates at the raw water intake structure (seen in the photo above), cutting off the flow of water through the structure and allowing the reservoir to hold water. The 110-foot-tall structure sits inside of the lake footprint and pulls water from the reservoir for treatment. NTMWD will release water from the lake as required by our permit in order to keep water flowing downstream in Bois d'Arc Creek.

The amount of rainfall in the Bois d'Arc Lake watershed will determine how long it takes the lake to fill. The entire lake does not need to be filled prior to NTMWD providing treated water. The reservoir will hold approximately 367,609 acre feet (120 billion gallons) of water, and will eventually reach an average depth of 22 feet and a maximum depth of 70 feet.



## WHAT DO YOU THINK? TELL US.

Information will be posted online at [www.nctcog.org/input](http://www.nctcog.org/input) for public review and comment **April 12 - May 11, 2021**. To request printed copies of the information, call 817-608-2365 or email [cbaylor@nctcog.org](mailto:cbaylor@nctcog.org).

### COVID-19 #00X Transportation Infrastructure Program: Round 4

The COVID-19 Infrastructure Program is intended to award federal and regional funding to projects across the region that would benefit from expedited action to help stimulate the economy. Staff will present details on this fourth round of projects for public review and comment.

### Regional Trip Reduction Resolution for Single Occupancy Vehicle Trips

NCTCOG staff is proposing the passage of a single occupancy trip reduction resolution that establishes a regional trip reduction target to reduce drive alone commute trips through Travel Demand Management (TDM) strategies such as teleworking, ridesharing, active transportation, and transit. More information on the proposed resolution will be presented.

### Start of 2021 Ozone Season

The 2021 ozone season began on March 1 and runs through November 30, 2021. The Dallas-Fort Worth region does not meet attainment for federal air quality standards for the pollutant ozone. NCTCOG staff will present an introduction to the pollutant, an overview of current progress, an ozone season update, and strategies to help reduce air pollution and reach attainment.

### Car Care Awareness

NCTCOG educates citizens about vehicle maintenance and informs them about how they can contribute to the regional air quality solution by keeping their vehicles in good condition. Not only can proper maintenance save them money, but it also keeps the vehicle from polluting excessively by advising what to do if the check engine light illuminates. More information: [www.ntxcare.org](http://www.ntxcare.org).

### (ONLINE REVIEW & COMMENT; NO PRESENTATION)

Modifications to the 2021-2024 TIP Development Project Listing: [www.nctcog.org/input](http://www.nctcog.org/input)

### RESOURCES AND INFORMATION

- Access North Texas: [www.nctcog.org/accessntx](http://www.nctcog.org/accessntx)
- Interactive Public Input: Map Your Experience: [www.nctcog.org/mapyourexperience](http://www.nctcog.org/mapyourexperience)
- Regional Smoking Vehicle Program: [www.smokingvehicle.org](http://www.smokingvehicle.org)
- Vehicle Incentives & Funding Opportunities: [www.nctcog.org/aqfunding](http://www.nctcog.org/aqfunding)



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](mailto:transinfo@nctcog.org)

Website: [www.nctcog.org/input](http://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](mailto:cbaylor@nctcog.org).

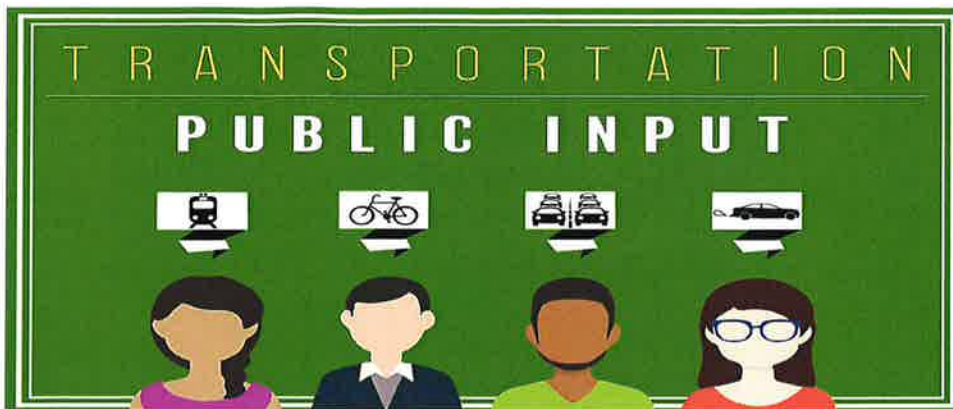
Reasonable accommodations will be made.

Para ajustes especiales por discapacidad o para interpretación de idiomas, llame al 817-608-2365 o por email:

[cbaylor@nctcog.org](mailto:cbaylor@nctcog.org).

Se harán las adaptaciones razonables.





## ¿Y USTED QUE PIENSA? CUÉNTENOS.

La información se publicará en línea [www.nctcog.org/input](http://www.nctcog.org/input) para revisión pública y comentarios **12 de abril - 11 de mayo de 2021**. Para solicitar las copias impresas de la información, llame al 817-608-2365 o por correo electrónico [cbaylor@nctcog.org](mailto:cbaylor@nctcog.org).

### COVID-19 #00X TRANSPORTATION INFRASTRUCTURE PROGRAM: RONDA 4

El COVID-19 Infrastructure Program tiene como objetivo en otorgar fondos federales y regionales a proyectos en toda la región que se beneficiarían de una acción acelerada con el fin de ayudar estimular la economía. El personal presentará los detalles sobre esta cuarta ronda de proyectos para su revisión y comentarios públicos.

### RESOLUCIÓN DE REDUCCIÓN DE VIAJES REGIONALES PARA VIAJES DE UNA SOLA OCUPACIÓN

El personal de NCTCOG está proponiendo la aprobación de una resolución de reducción de viajes de una sola ocupación que establece un objetivo de reducción de viajes a nivel regional con el fin de reducir viajes de una sola ocupación a través de estrategias del Travel Demand Management (TDM por sus siglas in inglés), como el teletrabajo, viaje compartido, transporte activo, y transporte público. Se presentará más información sobre la resolución propuesta.

### COMIENZO DE LA TEMPORADA DE OZONO 2021

La temporada de ozono 2021 comenzó el 1 de marzo y se extiende hasta el 30 de noviembre de 2021. La región de Dallas-Fort Worth no cumple con los estándares federales de la calidad del aire para el contaminante de ozono. El personal de NCTCOG presentará una introducción al contaminante, una descripción general del progreso actual, una actualización de la temporada de ozono, y estrategias para ayudar en reducir la contaminación del aire y alcanzar el cumplimiento.

### CAR CARE AWARENESS

NCTCOG educa a los ciudadanos sobre el mantenimiento de los vehículos y les informa como pueden contribuir a la solución regional de la calidad del aire manteniendo sus vehículos en buenas condiciones. El mantenimiento apropiado no sólo les permite ahorrar dinero, sino que también evita que el vehículo contamine en exceso al advertir que se debe hacer si prende la luz check engine. Más información: [www.ntxcare.org](http://www.ntxcare.org).

### (REVISIÓN Y COMENTARIO EN LÍNEA; SIN PRESENTACIÓN)

### MODIFICACIONES A LA LISTA DE PROYECTOS DE DESARROLLO DE TIP 2021-2024:

[www.nctcog.org/input](http://www.nctcog.org/input)

### RECURSOS E INFORMACIÓN

- Access North Texas: [www.nctcog.org/accessntx](http://www.nctcog.org/accessntx)
- Participación Pública Interactiva: Mapear su Propia Experiencia: [www.nctcog.org/mapyourexperience](http://www.nctcog.org/mapyourexperience)
- Regional Smoking Vehicle Program (RSVP por sus siglas en inglés): [www.smokingvehicle.org](http://www.smokingvehicle.org)
- Incentivos para Vehículos y Oportunidades de Financiación: [www.nctcog.org/aqfunding](http://www.nctcog.org/aqfunding)

**[WWW.NCTCOG.ORG/INPUT](http://WWW.NCTCOG.ORG/INPUT)**

## 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:

Correo electrónico:

[transinfo@nctcog.org](mailto:transinfo@nctcog.org)

Página Web:

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North Central Texas  
Council of Governments



NCTCOGtrans

**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	April 27, 2021
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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	April 27, 2021
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
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	April 27, 2021
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION MINUTES  
For  
April 13, 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, Jim Hemby, Dwain Mathers and Terry Williams were all present. City staff members Ben White, Sandra Green, Rick Ranspot, Kim Morris, Daphne Hamlin, Michael Sullivan and City Attorney Alan Lathrom were also present.
- Prayer was led by Mike Henry 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.
  - Early voting will begin on Monday, April 19th for the Farmersville General Election.
  - Celebrate Trails Day will be Saturday, April 24<sup>th</sup>.
  - The City Council Meeting on Tuesday, April 27<sup>th</sup> will begin at 7:30 p.m. due to early voting in the Council Chambers.
    - Mayor Wiebold congratulated the Chamber of Commerce for their annual banquet that was very successful.
    - Ben White stated the Fire Department received an ISO Level 2 rating which is the highest rating without having a full-time fire department. He said that rating is good for 10 years.

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

- No one came forward in person or via teleconference.



### III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

- No one came forward in person or via teleconference.

### IV. CONSENT AGENDA

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- A. City Council Minutes
- B. Police Department Racial Profiling Report
- C. Public Works Report
- D. City Manager’s Report
  - Motion to approve made by Jim Hemby
  - 2<sup>nd</sup> 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 apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body’s most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

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

- A. City Amenities Board
  - 1. Minutes
  - 2. Possible Council Liaison Report
    - Terry Williams said they are going over the Senior Citizens rules and regulations.
- B. Farmersville Community Development Board (Type B)
  - 1. Financials
  - 2. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Minutes
  - 2. Financials
  - 3. Possible Council Liaison Report
- D. Main Street Board
  - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
  - 1. Possible Council Liaison Report
- G. TIRZ Board
  - 1. Financials
  - 2. Possible Council Liaison Report
- H. City Manager's Verbal Report
  - Update on the contract for the Wastewater Treatment Plant #1 tricking arm filter.
    - Ben White stated the contract documents are signed and a pre-construction meeting was held. He explained the completion date, according to the contract, is the end of year but the contractor believes they can complete it by September.
  - Update on the construction of County Road 699
    - Ben White stated the concrete work is complete.
  - Update on Collin Parkway and Farmersville Parkway

- Ben White stated the utilities are complete, but the concrete is in short supply and it is being rationed. He said he has seen there are nationwide shortages and that fly ash is down as well. He indicated the contractor cannot do lime stabilization until they know when they can get concrete. They have moved the completion date to June.
- Update on boundary agreements
  - Ben White stated they held a meeting with Mayor Holt of Josephine and we are just waiting to hear back from him regarding the documents.
- Update on the Historic Preservation Ordinance
  - Ben White stated the committee is wanting to review the sign ordinance after the Historic Preservation Ordinance. He said they are meeting and currently reviewing other preservation ordinances so they can draft an ordinance that can be recommended to the Planning & Zoning Commission and then Council.

## **VI. PUBLIC HEARING**

- A. Public hearing to consider, discuss and act upon Ordinance #O-2021-0413-001 regarding text amendments to Chapter 77, "Zoning," of the Farmersville Code, as previously amended, by deleting the definition of "High Impact Use" from Section 77-29; by changing the zoning classification names of "Heavy Industrial" and "High Impact Industrial" to "HI-1 - Heavy Industrial-1" and "HI-2 - Heavy Industrial-2," respectively, in Sections 77-41, 77-53(f), 77-53(g), and 77-46; by further amending Sections 77-53(e) through (g) to identify the respective purposes of the "LI - Light Industrial," "HI-1 - Heavy Industrial-1" and "HI-2 - Heavy Industrial-2," zoning classifications together with the permitted and prohibited land uses, the area and yard and bulk requirements, and the development standards applicable to each of those zoning classifications; by further amending Section 77-46 to identify the uses allowed by right, or otherwise, in the "LI," "HI-1" and "HI-2" zoning classifications; by amending Section 77-49 by adding a new Paragraph (m), entitled "Concrete/Asphalt Batching Plant (Not Temporary)," establishing certain standards specific to a Non-Temporary Concrete/Asphalt Batching Plant seeking a Specific Use Permit; by amending Section 77-54(a) as it applies to uses allowed in the "LI," "HI-1," and "HI-2" zoning classifications; by amending Section 77-67(c)(6) to change the references to "Industrial District" to reflect the changes made by this ordinance; and, by amending Section 77-69(b)(1)c to change the references to "HI - Heavy Industrial District" to reflect the changes made by this ordinance;

and make such other and further related changes as may be necessary to the "LI," "HI-1," and "HI-2" zoning classifications as determined by the City Council.

- **AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, ENTITLED "ZONING," OF THE FARMERSVILLE CODE BY AMENDING SECTION 77-29, ENTITLED "DEFINITIONS," BY DELETING THE DEFINITION OF "HIGH IMPACT USE" IN ITS ENTIRETY, BY AMENDING SECTION 77-41, "ESTABLISHMENT OF ZONING DISTRICTS," AND SECTION 77-53, "NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS," TO CHANGE THE ZONING CLASSIFICATION NAMES OF "HEAVY INDUSTRIAL" AND "HIGH IMPACT INDUSTRIAL" TO "HI-1 - HEAVY INDUSTRIAL-1" AND "HI-2 - HEAVY INDUSTRIAL-2," RESPECTIVELY, AND AMEND THE LAND USES AND RELATED LAND DEVELOPMENT STANDARDS ALLOWED IN THE "LI - LIGHT INDUSTRIAL," "HI-1 - HEAVY INDUSTRIAL-1" AND "HI-2 - HEAVY INDUSTRIAL-2," ZONING CLASSIFICATIONS SET OUT IN SECTIONS 77-53(E) THROUGH (G), RESPECTIVELY, OF THE FARMERSVILLE CODE, BY AMENDING SECTION 77-46, ENTITLED "SCHEDULE OF PERMITTED USES," TO CHANGE THE ZONING CLASSIFICATION NAMES OF "HEAVY INDUSTRIAL" AND "HIGH IMPACT INDUSTRIAL" TO "HI-1 - HEAVY INDUSTRIAL-1" AND "HI-2 - HEAVY INDUSTRIAL-2" DISTRICTS, RESPECTIVELY, AND TO IDENTIFY THE USES ALLOWED IN THE "LI - LIGHT INDUSTRIAL DISTRICT," "HI-1 - HEAVY INDUSTRIAL-1 DISTRICT" AND "HI-2 - HEAVY INDUSTRIAL-2 DISTRICT" ZONING CLASSIFICATIONS; BY AMENDING SECTION 77-49, "USE-SPECIFIC REGULATIONS," BY ADDING A NEW PARAGRAPH (M), ENTITLED "CONCRETE/ASPHALT BATCHING PLANT (NOT TEMPORARY)," ESTABLISHING CERTAIN STANDARDS SPECIFIC TO A NON-TEMPORARY CONCRETE/ASPHALT BATCHING PLANT SEEKING A SPECIFIC USE PERMIT; BY AMENDING SECTION 77-54(A), ENTITLED "HIGHWAY COMMERCIAL OVERLAY DISTRICT," AS IT APPLIES TO USES ALLOWED IN THE "LI - LIGHT INDUSTRIAL DISTRICT," "HI-1 - HEAVY INDUSTRIAL-1 DISTRICT," AND "HI-2 - HEAVY INDUSTRIAL-2 DISTRICT" ZONING CLASSIFICATIONS; BY AMENDING SECTION 77-67, ENTITLED "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," BY AMENDING PARAGRAPH (C), ENTITLED "NON-RESIDENTIAL STRUCTURES," BY AMENDING SUBPARAGRAPH (6) TO CHANGE THE REFERENCES TO INDUSTRIAL DISTRICT TO REFLECT THE CHANGES MADE BY THIS ORDINANCE; AND, BY AMENDING SECTION 77-69, ENTITLED "SCREENING, FENCE AND WALL REGULATIONS," BY AMENDING PARAGRAPH (B), ENTITLED "GENERAL FENCE AND WALL REGULATIONS," BY AMENDING SUBPARAGRAPH (1)C TO CHANGE THE REFERENCES TO "HI -**

**HEAVY INDUSTRIAL DISTRICT” TO REFLECT THE CHANGES MADE BY THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

- Mayor Wiebold opened the public hearing at 6:10 p.m.
- Tony Strickland, with Nelson Bros. Concrete, was on teleconference and stated they have taken over the Patriot Concrete Plant and they plan to cooperate with the city in regards to development. He explained they started operations on that plant approximately three weeks ago.
- Mayor Wiebold asked if anyone else wanted to speak for or against the item.
- No one came forward so he closed the public hearing at 6:13 p.m.
- Ben White went over the overall document pointing out how HI-2 – High Industrial 2 would allow batch plants with an approval of a specific use permit. With the SUP they would be allowed an initial 20 year period and an additional 10 year extension to operate.
- Craig Overstreet asked about the time frame spelled out for the SUP. He wanted to know why a 30 year SUP was being proposed.
- Alan Lathrom stated he was just asked to prepare the ordinance with those time frames. He said usually an SUP runs with the land with no time limit attached to it.
- Dwain Mathers asked why we are putting a time frame in the ordinance instead of considering each case on an individual basis.
- Alan Lathrom stated it was added as recommended by the Planning & Zoning Commission.
- Ben White stated in the future if someone would like to receive the HI-2 zoning they would have to apply before they could have a batch plant. The Council could deny the application at that point.
- Alan Lathrom stated they could go into executive session to discuss the term limits set out in the ordinance.
- Mayor Wiebold announced Council would go into executive session at 6:20 p.m. to discuss legal issues with the terms of the timeframes set out for SUP's in the ordinance.
- Alan Lathrom explained the Council would enter into executive session under Section 551.071 of the Texas Government Code.
- Mayor Wiebold stated Council would reconvene from executive session at 6:45 p.m.

- Mike Henry wanted more discussion on whether to operate batch plants as an SUP with the 20 years and 10 additional years, or consider reducing the timeframe.
- Dwain Mathers stated he did not like the 20 years with a 10 year extension. He said that 15 years with a 5 year extension would make more sense. He explained other cities do not allow the 20 years.
- Craig Overstreet stated he thought the Planning & Zoning Commission did a lot a work on the ordinance and he appreciates it. He believes the time frames were too long as well. He indicated other cities do not allow the SUP's that long either. He thinks 15 years with a 5 year extension would be fine.
  - Motion to approve the ordinance with a change of the SUP timeframe to 15 years with a 5 year extension made by Dwain Mathers
  - 2<sup>nd</sup> was made by Mike Henry
  - All council members voted in favor

## **VII. READING OF ORDINANCES**

- A. Consider, discuss and act upon the first and only reading of Ordinance #O-2021-0413-002 regarding a budget amendment for Police Department surplus auction items.

- **AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2020 – 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

- Chief Sullivan stated this amendment was for the sale of their surplus items that went to auction. He explained with the money they are replacing all the cameras at the Onion Shed and purchasing other items they need.
  - Motion to approve made by Craig Overstreet
  - 2<sup>nd</sup> was made by Mike Henry
  - All council members voted in favor

## **VIII. REGULAR AGENDA**

- Mayor Wiebold wanted to hear Item G first. Item G was to Consider, discuss and act upon a Sub-Recipient Agreement to the Cooperative

Agreement between the U.S. Fish and Wildlife Service and Native Prairies Association of Texas regarding Southlake Prairie.

- Ben White stated we are receiving a grant for a native prairie grassland. He said there are cedar trees and locust trees which need to be cut down to preserve the native prairie grassland. He explained the grant would allow us to receive the money to cut the trees down. He said we would have to have the trees cut down and the area preserved by June of this year to receive the money.
- Mayor Wiebold introduced Professor White to the Council.
- Professor White addressed Council and stated that less than 1% of prairie land remains in the state. Over the last one hundred years the prairies have grown up with trees that ruin the native prairie grassland. He explained that with the growth that is coming they will be wonderful open spaces for the city. He said there will be additional monies to the cities that preserve these areas.
- Craig Overstreet asked if there would be an ongoing maintenance cost the city would have after we cut down the trees.
- Professor White stated that he would not think so.
- Ben White stated he has learned a lot from this experience. He said he found out that we were mowing some of the prairie land which is no longer being mowed at this time.
- Terry Williams asked if this would be something that would bring people to Farmersville.
- Professor White said absolutely.
- Alan Lathrom stated the agreement states the city has the obligation to maintain the restored habitat through March 19, 2031.
- Mayor Wiebold said that essentially we are cutting trees and letting the grass grow.
  - Motion to approve made by Mike Henry
  - 2<sup>nd</sup> was made by Jim Hemby
  - All council members voted in favor

A. Consider, discuss and act upon the engineering proposals received for services associated with the City's 2021/22 TxCDBG Community Development Fund application.

- Ben White said we are trying to apply for two grants. One would be to improve Davis Street because it has flooding issues and because it meets the income levels. He said the street is in poor condition. He indicated the other grant would improve streets and public access around the Best Center and the Historical Museum. He said the David Street match would come out of the general fund street projects, and for Main Street he would get the

match from the general fund or he would go to the FCDC to ask for the funds. He said the scoring committee reviewed two engineering firms for the design of the projects. He said the scoring committee recommended Dunaway/DBI as the engineering firm.

- Motion to approve Dunaway/DBI as the engineering firm for both grants made by Mike Henry
  - 2<sup>nd</sup> was made by Terry Williams
  - All council members voted in favor
- B. Consider, discuss and act upon the engineering proposals received for services associated with the City's 2021 TxCDBG Main Street Fund application.
- See motion above that Council made for both item A and B.
- C. Consider, discuss and act upon Resolution #R-2021-0413-001 authorizing submission of an application to the TDA for the TxCDBG Community Development Fund.
- Mike Henry asked if the city would be able to handle the match amount in the grants if awarded.
  - Ben White indicated we would.
  - Charles Edwards, our grant writer, indicated that the \$17,500.00 stated in the resolution was a typographical error and it should be \$52,500.00.
- Motion to approve the resolution with the revision of the match amount being changed to \$52,500.00 made by Mike Henry
  - 2<sup>nd</sup> was made by Craig Overstreet
  - All council members voted in favor
- D. Consider, discuss and act upon Resolution #R-2021-0413-002 authorizing submission of an application to the TDA for the TxCDBG Main Street Fund.
- Motion to approve made by Craig Overstreet
  - 2<sup>nd</sup> was made by Terry Williams
  - All council members voted in favor
- E. Consider, discuss and act upon Resolution #R-2021-0413-003 identifying blighted areas in the Downtown District related to the TxCDBG Main Street Fund application.



- Charles Edwards stated the program requires the city meet one of HUD's national objectives of blighted areas, which are areas of deteriorated sidewalks and other public safety concerns.
    - Motion to approve made by Terry Williams
    - 2<sup>nd</sup> was made by Jim Hemby
    - All council members voted in favor
- F. Consider, discuss and act upon Resolution #R-2021-0413-004 regarding a Citizen Participation Plan related to TXCDBG funding.
- Ben White stated this resolution points out that we have to have a citizen participation plan.
  - Charles Edwards explained the grants require a citizen participation plan to be on file for the project. He said it offers the public the option to comment on the grant and it gives guidance indicating the application is on file for review.
    - Motion to approve made by Mike Henry
    - 2<sup>nd</sup> was made by Jim Hemby
    - All council members voted in favor
- G. Consider, discuss and act upon a Sub-Recipient Agreement to the Cooperative Agreement between the U.S. Fish and Wildlife Service and Native Prairies Association of Texas regarding Southlake Prairie.
- This item was discussed earlier in the agenda
- H. Consider, discuss and act upon Covid-19 funding for small businesses.
- Alan Lathrom stated he went back through the grant documents and those funds cannot be used to establish grants for business owners.
- I. Consider, discuss and act upon a beneficiary letter for the Bain-Honaker House.
- Ben White stated the Historic Society wanted the city to create a letter that would give the city the ability to take over the property if the Historic Society was ever dissolved.
  - Alan Lathrom stated he created a trust agreement that would have the Historical Society deed over the Bain-Honaker house and property to the city and the city would hold the deed in trust until such time the Historical Society

is dissolved or no longer function. Then, at that point the city would have the ability to step in and record the deed with Collin County. He said there is nothing in the trust agreement that obligates the city to do anything beyond that.

- Craig Overstreet asked about liability insurance and if the Bain-Honaker house is currently handling that.
- Alan Lathrom stated he did not know, but under the agreement the city would not own the property at this time and would have no obligation or responsibility for it until the city would record the deed.
- Dwain Mathers asked if the city would become the beneficiary if the Historical Society dissolves.
- Alan Lathrom explained that if the Historical Society dissolves the city would have the authority to record the deed and then the property would belong to the city.
- Craig Overstreet asked if we established the ownership of the Bain-Honaker house.
- Alan Lathrom stated he has not completed a title search on the property.
- Craig Overstreet asked if we would complete a title search before the deed would be filed.
- Alan Lathrom stated we could add requirements in the agreement to say they own the property, that it is property insured by the Historical Society and that there are no liens on the property.
- Craig Overstreet wanted to make sure it had language that if and when the deed was filed the city could do anything with the property they wanted to.
  - Motion to table made by Mike Henry
  - 2<sup>nd</sup> was made by Jim Hemby
  - All council members voted in favor

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

None

#### **IX. ADJOURNMENT**

Meeting was adjourned at 7:41p.m.

APPROVE:

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Bryon Wiebold, Mayor

ATTEST:

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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	April 27, 2021
Attachment(s)	City Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> </ul> <p>No motion, no action</p>

## MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: April 21<sup>st</sup>, 2021

Subject: March 2021 Budget Report

*Financial Reporting is available for review on the City website. [www.farmersvilletx.com](http://www.farmersvilletx.com). Press OpenGov button ;> Press Stories button at the top under City logo; Press City of Farmersville March 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	3,041,695	2,118,651	2,130,654
General Fund Expense	4,145,770	Expenses to Date	2,578,345	1,698,798	1,783,603
Water Fund Revenue	1,830,906	Revenue to Date	946,503	720,454	644,544
Water Fund Impact Fee Revenue	84,310	Revenue to Date	89,864	16,678	97,937
Water Fund Expense	1,915,216	Expenses to Date	796,098	99,873	806,331
Wastewater Fund Revenue	1,397,304	Revenue to Date	651,726	568,392	490,137
Wastewater Fund Impact Fee Revenue	120,336	Revenue to Date	296,231	30,437	260,708
Wastewater Fund Expense	1,517,640	Expenses to Date	586,392	694,141	501,421
Electric Fund Revenue	4,154,363	Revenue to Date	1,834,870	1,743,239	1,695,612
Electric Fund Expense	4,154,363	Expenses to Date	1,864,679	2,146,139	1,848,941
Refuse Fund Revenue	510,058	Revenue to Date	258,494	252,135	234,338
Refuse Fund Expense	510,058	Expenses to Date	216,729	217,938	208,456

### Cash Summary

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

# SUMMARY OF CASH BALANCES MARCH 2021

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ (544,778.77)	
Permit Fund			\$ (45,793.40)	
Refuse Fund			\$ 26,954.18	
Water Fund			\$ 510,335.49	
Wastewater Fund			\$ 694,205.66	
Electric Fund			\$ (552,696.97)	
Cares Act Funding	\$ 101,677.36			
CC Child Safety	\$ 19,171.58			
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	\$ 22,510.50			
Civic Ctr/Library Repair	\$ (26,498.35)			
JW Spain Grant	\$ 47,129.02			
Rike St. Grant	\$ (108,411.37)			
Radio Note	\$ 6,082.79			
Chapparral 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	\$ -			
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ 162,540.39</b>	<b>\$ 88,226.19</b>	<b>\$ 250,766.58</b>

<b>Debt Service Accounts</b>				
County Tax Deposit (cbtx 0807)(Debt Service)	\$ 27.28	\$ 216,529.60		
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$ 7.65	\$ 479,544.14		
<b>TOTAL:</b>	<b>\$ 34.93</b>	<b>\$ 696,073.74</b>		<b>\$ 696,073.74</b>

<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 1.82	\$ 113,981.31		
Water Dev. Board (Texstar 1110)	\$ 11.00	\$ 515,317.00		
2019 C/O Street ( Texstar 0190)	\$ 13.38	\$ 711,041.41		
Listcon Escrow(Texstar 0300)	\$ 2.27	\$ 125,146.22		
Summit Property Sewer Escrow (cbtx 231)	\$ 0.30	\$ 16,710.04		
2012 G/O Bond, streets, water, wastewater (Texstar 01	\$ 1.84	\$ 59,725.49		
<b>TOTAL:</b>	<b>\$ 30.61</b>	<b>\$ 1,541,921.47</b>	<b>\$ -</b>	<b>\$ 1,541,921.47</b>

<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Reserve)	\$ 33.63	\$ 2,065,519.10		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 1.22	\$ 76,966.95		
Water/WW Fund (Texpool 00017)(Capital)	\$ 5.24	\$ 332,023.40		
Elec. Fund (Texpool 0005) (Operating)	\$ 0.80	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 5.40	\$ 339,322.20		
Elec. Surcharge (Texpool 0015)	\$ 2.04	\$ 128,096.09		
Money Market Acct. (cbtx 092)	\$ 27.03		\$ 74,193.77	
<b>TOTAL:</b>	<b>\$ 75.36</b>	<b>\$ 2,991,927.74</b>	<b>\$ 74,193.77</b>	<b>\$ 3,066,121.51</b>

<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund	\$ -			
<b>TOTAL APPROPRIATED SURPLUS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>	<b>\$ 5,392,463.34</b>	<b>\$ 162,419.96</b>	<b>\$ 5,554,883.30</b>	

## SUMMARY OF CASH BALANCES MARCH 2021

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 7909)	\$	75.51	\$	88,159.23	
FEDC 4A Checking Account(Independent Bank 452)	\$	286.48	\$	1,808,149.65	
FEDC 4A Investment Account (Texpool 0001)	\$	13.66	\$	72,412.22	
<b>TOTAL:</b>	<b>\$</b>	<b>375.65</b>	<b>\$</b>	<b>1,968,721.10</b>	<b>\$ - \$ 1,968,721.10</b>

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 9724)	\$	7.55	\$	180,874.81	
FCDC 4B Investment Account (Texpool 0001)	\$	8.67	\$	546,831.96	
<b>TOTAL:</b>	<b>\$</b>	<b>16.22</b>	<b>\$</b>	<b>727,706.77</b>	<b>\$ - \$ 727,706.77</b>

TIRZ Account					
County Tax Deposits (cbtx 01276)	\$	-	\$	3,226.67	
TIRZ Texpool Account ( xxx019 )	\$	6.87	\$	912,611.91	
<b>TOTAL:</b>	<b>\$</b>	<b>6.87</b>	<b>\$</b>	<b>915,838.58</b>	<b>\$ - \$ 915,838.58</b>

**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.

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

PAGE: 1

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,145,770	349,438.89	3,041,695.60	0.00	1,104,074.40	73.37
TOTAL REVENUES	4,145,770	349,438.89	3,041,695.60	0.00	1,104,074.40	73.37
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	495,561.24	495,561.24	0.00	495,561.24	0.00
TRANSFERS	0	495,561.24	495,561.24	0.00	495,561.24	0.00
TOTAL 00-TRANSFER OUT	0	495,561.24	495,561.24	0.00	495,561.24	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	1,020.00	0.00	1,020.00	50.00
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	9,997.63	0.00	7,302.37	57.79
12-ADMINISTRATION						
PERSONNEL SERVICES	515,934	32,469.71	217,531.52	0.00	298,402.48	42.16
CONTRACTS & PROF. SVCS	286,182	18,981.49	137,769.61	0.00	148,412.39	48.14
CONST. MATL./TOOLS/EQUIP	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	134,844	10,754.20	68,162.98	0.00	66,681.02	50.55
UTILITIES	22,750	2,002.25	12,271.54	0.00	10,478.46	53.94
SUPPLIES	26,000	960.62	3,966.60	170.62	21,862.78	15.91
PERSONNEL RELATED ITEMS	49,700	3,953.33	16,471.42	0.00	33,228.58	33.14
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	69,121.60	456,173.67	170.61	579,065.72	44.07
14-MUNICIPAL COURT						
PERSONNEL SERVICES	159,380	11,748.26	80,360.43	0.00	78,019.57	50.74
CONTRACTS & PROF. SVCS	26,400	1,625.00	9,775.00	0.00	16,625.00	37.03
MAINTENANCE	19,482	1,573.01	9,079.54	1,900.97	8,501.49	56.36
UTILITIES	1,740	112.88	781.02	0.00	958.98	44.89
SUPPLIES	7,500	427.06	2,256.97	0.00	5,243.03	30.09
PERSONNEL RELATED ITEMS	9,410	308.37	6,180.79	0.00	3,229.21	65.68
CAPITAL EXPENDITURES	1,750	0.00	0.00	0.00	1,750.00	0.00
TOTAL 14-MUNICIPAL COURT	224,662	15,794.58	108,433.75	1,900.97	114,327.28	49.11
15-LIBRARY						
PERSONNEL SERVICES	103,567	7,789.86	52,916.55	0.00	50,650.45	51.09
CONTRACTS & PROF. SVCS	200	0.00	0.00	0.00	200.00	0.00
MAINTENANCE	27,945	3,980.18	16,312.79	0.00	11,632.21	58.37
UTILITIES	11,000	1,092.89	5,355.72	0.00	5,644.28	48.69



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100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES	3,650	62.81	414.84	0.00	3,235.16	11.37
PERSONNEL RELATED ITEMS	6,532	459.04	3,811.69	0.00	2,720.31	58.35
CAPITAL EXPENDITURES	15,000	273.46	5,145.68	0.00	9,854.32	34.30
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	167,894	13,658.24	83,957.27	0.00	83,936.73	50.01
16-CIVIC/CENTER						
CONTRACTS & PROF. SVCS	4,641	0.00	0.00	0.00	4,641.00	0.00
UTILITIES	14,900	9,522.53	14,188.41	0.00	711.59	95.22
TOTAL 16-CIVIC/CENTER	19,541	9,522.53	14,188.41	0.00	5,352.59	72.61
21-POLICE DEPT.						
PERSONNEL SERVICES	969,844	69,080.89	445,824.53	0.00	524,019.47	45.97
CONTRACTS & PROF. SVCS	87,734	198.60	39,823.36	0.00	47,910.64	45.39
CONST. MATL./TOOLS/EQUIP	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	102,865	9,651.75	60,181.27	4,738.62	37,945.11	63.11
UTILITIES	41,500	2,979.61	16,984.72	0.00	24,515.28	40.93
SUPPLIES	62,100	2,962.48	20,511.63	0.00	41,588.37	33.03
PERSONNEL RELATED ITEMS	27,100	25.73	20,240.76	0.00	6,859.24	74.69
CAPITAL EXPENDITURES	104,783	4,335.24	106,716.37	0.00	1,933.37	101.85
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,396,926	89,234.30	710,282.64	4,738.62	681,904.74	51.19
22-FIRE DEPT.						
PERSONNEL SERVICES	235,807	20,087.28	112,006.94	0.00	123,800.06	47.50
CONTRACTS & PROF. SVCS	72,560	6,250.00	32,340.00	0.00	40,220.00	44.57
CONST. MATL./TOOLS/EQUIP	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	37,650	3,059.18	12,217.27	83.52	25,349.21	32.67
UTILITIES	2,640	143.97	894.02	0.00	1,745.98	33.86
SUPPLIES	26,200	2,012.43	7,923.72	0.00	18,276.28	30.24
PERSONNEL RELATED ITEMS	25,600	4,186.00	25,973.57	0.00	373.57	101.46
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	35,738.86	191,355.52	83.52	212,017.96	47.45
34-STREET SYSTEM						
PERSONNEL SERVICES	88,904	12,331.35	98,046.12	0.00	9,142.12	110.28
CONTRACTS & PROF. SVCS	8,800	5,125.00	12,352.87	0.00	3,552.87	140.37
CONST. MATL./TOOLS/EQUIP	161,811	7,560.92	65,459.70	1,694.26	94,657.04	41.50
MAINTENANCE	3,500	0.00	1,459.34	0.00	2,040.66	41.70
UTILITIES	12,850	472.42	3,032.71	0.00	9,817.29	23.60
SUPPLIES	500	1,249.05	3,181.53	0.00	2,681.53	636.31
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	26,738.74	183,613.81	1,694.26	92,556.93	66.69
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	91,465	6,849.59	66,900.94	0.00	24,564.06	73.14
CONTRACTS & PROF. SVCS	23,500	390.00	5,546.23	0.00	17,953.77	23.60
CONST. MATL./TOOLS/EQUIP	41,336	151.34	67,519.17	0.00	26,183.17	163.34

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	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
% OF YEAR COMPLETED: 50.00						
MAINTENANCE	6,500	2,976.19	7,118.01	0.00	618.01	109.51
UTILITIES	22,750	1,771.31	12,212.33	0.00	10,537.67	53.68
SUPPLIES	500	789.00	789.00	0.00	289.00	157.80
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	12,927.43	160,085.68	0.00	26,265.32	85.91
39-PARKS						
PERSONNEL SERVICES	60,173	2,423.68	24,755.76	0.00	35,417.24	41.14
CONTRACTS & PROF. SVCS	51,750	3,464.00	16,691.72	0.00	35,058.28	32.25
CONST. MATL./TOOLS/EQUIP	20,000	1,180.19	7,818.73	0.00	12,181.27	39.09
MAINTENANCE	16,500	1,076.90	7,787.53	0.00	8,712.47	47.20
UTILITIES	75,000	3,226.81	18,313.93	0.00	56,686.07	24.42
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	11,371.58	76,157.60	0.00	152,265.40	33.34
71-DEBT SERVICE						
DEBT SERVICE	187,941	21,060.36	88,537.88	0.00	99,403.12	47.11
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	187,941	21,060.36	88,537.88	0.00	99,403.12	47.11
TOTAL EXPENDITURES	4,145,770	800,899.46	2,578,345.10	8,587.98	1,558,836.92	62.40
REVENUE OVER/(UNDER) EXPENDITURES	0	451,460.57	463,350.50	8,587.98	454,762.52	0.00

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## 100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

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	448,637.26	798,717.19	0.00	595,873.81	57.27
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	957.82	26,031.98	0.00	13,915.02	65.17
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	49,844.65	298,671.13	0.00	301,949.87	49.73
100.00.5722.000 BEVERAGE TAX	6,100	466.44	3,014.88	0.00	3,085.12	49.42
100.00.5723.000 HOTEL OCCUPANCY TAX	0	195.65	195.65	0.00	195.65	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	35,655	2,944.64	17,514.60	0.00	18,140.40	49.12
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	29,160.00	0.00	29,160.00	50.00
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	172.50	633.70	0.00	2,366.30	21.12
100.00.5735.000 FRANCHISE FEES - CABLE	19,000	0.00	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	42,276.10	162,450.09	0.00	61,633.09	161.13
100.00.5741.001 ALCOHOL BEVERAGE PERMIT	200	207.50	267.50	0.00	67.50	133.75
100.00.5742.000 PLANNING & ZONING FEES	50,000	16,938.54	62,700.52	0.00	12,700.52	125.40
100.00.5743.000 FEES (ANIMAL REG)	200	0.00	45.00	0.00	155.00	22.50
100.00.5744.000 PENALTIES	150,000	13,026.35	55,890.53	0.00	94,109.47	37.26
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 UNION SHED RENTAL	500	50.00	100.00	0.00	400.00	20.00
100.00.5747.000 COUNTY LIBRARY FUND	31,100	9,443.50	9,443.50	0.00	21,656.50	30.36
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	102,592.54	102,592.54	0.00	0.46	100.00
100.00.5758.000 T-MOBILE LEASE	16,747	3,001.48	10,505.18	0.00	6,241.82	62.73
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	33.63	935.44	0.00	14,064.56	6.24
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	2,000.00	6,000.00	0.00	6,000.00	50.00
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	710.30	1,395.18	0.00	5,804.82	19.38
100.00.5769.000 OTHER INCOME	27,956	407.20	1,171.74	0.00	26,784.26	4.19
100.00.5769.001 CARES ACT REFUND	0	101,677.36	0.00	0.00	0.00	0.00
100.00.5769.002 FARMERSVILLE LIGHTS DONA	0	15,000.00	49,950.00	0.00	49,950.00	0.00
100.00.5769.003 EVILLE LIGHT CARRIAGE RI	0	0.00	1,125.00	0.00	1,125.00	0.00
100.00.5771.000 ATHLETIC 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	25.00	50.00	0.00	450.00	10.00
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

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## 100-GENERAL FUND

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REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	10,354.92	0.00	10,355.08	50.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,800.00	0.00	1,800.00	50.00
100.00.5794.000 CIVIC RENT	5,500	50.00	300.00	0.00	5,200.00	5.45
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	712,142.94	0.00	752,143.06	48.63
100.00.5992.000 SALE OF FIXED ASSETS	97,300	18,272.12	18,272.12	0.00	79,027.88	18.78
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)	495,561.24	495,561.24	0.00	855,766.24	137.58-
TOTAL 00-REVENUE	4,145,770	349,438.89	3,041,695.60	0.00	1,104,074.40	73.37

## TOTAL REVENUE

4,145,770	349,438.89	3,041,695.60	0.00	1,104,074.40	73.37
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
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700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,915,216	168,847.64	1,036,367.42	0.00	878,848.58	54.11
TOTAL REVENUES	1,915,216	168,847.64	1,036,367.42	0.00	878,848.58	54.11
<u>EXPENDITURE SUMMARY</u>						
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	8,715.47	55,830.63	0.00	84,741.37	39.72
CONTRACTS & PROF. SVCS	500	99.60	99.60	0.00	400.40	19.92
MAINTENANCE	35,333	2,476.91	43,764.68	0.00	8,431.68	123.86
UTILITIES	5,750	580.88	1,938.58	0.00	3,811.42	33.71
SUPPLIES	3,000	32.09	1,340.68	0.00	1,659.32	44.69
PERSONNEL RELATED ITEMS	18,000	1,621.57	10,197.03	0.00	7,802.97	56.65
TOTAL 12-ADMINISTRATION	203,155	13,526.52	113,171.20	0.00	89,983.80	55.71
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/EQUIP	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	29,278.41	137,667.05	0.00	119,448.95	53.54
CONTRACTS & PROF. SVCS	120,405	19,205.04	52,112.86	0.00	68,292.14	43.28
CONST. MATL./TOOLS/EQUIP	282,170	15,707.39	46,734.94	102.24	235,332.82	16.60
MAINTENANCE	5,500	1,349.40	5,458.07	0.00	41.93	99.24
UTILITIES	32,750	2,955.50	18,448.95	0.00	14,301.05	56.33
SUPPLIES	847,596	71,145.02	353,753.90	0.00	493,842.10	41.74
PERSONNEL RELATED ITEMS	22,150	259.90	7,814.29	0.00	14,335.71	35.28
CAPITAL EXPENDITURES	22,500	0.00	0.00	0.00	22,500.00	0.00
TRANSFERS	121,874	10,156.17	60,937.02	0.00	60,936.98	50.00
TOTAL 35-WATER DEPT.	1,712,061	150,056.83	682,927.08	102.24	1,029,031.68	39.90
TOTAL EXPENDITURES	1,915,216	163,583.35	796,098.28	102.24	1,119,015.48	41.57
REVENUE OVER/ (UNDER) EXPENDITURES	0	5,264.29	240,269.14	( 102.24)	240,166.90	0.00

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## 700-WATER FUND

% OF YEAR COMPLETED: 50.00

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	690.00	5,600.00	0.00	5,900.00	48.70
700.00.5744.000 PENALTIES	15,000	0.00	10,093.59	0.00	4,906.41	67.29
700.00.5745.000 AGREEMENTS AND CONTRACTS	179,000	21,168.14	100,592.52	0.00	78,407.48	56.20
700.00.5746.000 IMPACT FEE	84,310	22,823.00	89,864.00	0.00	5,554.00	106.59
700.00.5751.000 CITY WATER SALES	1,612,836	122,749.43	721,007.68	0.00	891,828.32	44.70
700.00.5752.000 CHANGE IN UTILITY DEPOSIT	0	0.00	0.00	0.00	0.00	0.00
700.00.5753.000 WATER TAP FEES	10,570	1,387.00	7,683.00	0.00	2,887.00	72.69
700.00.5762.000 INTEREST EARNED	2,000	30.07	183.95	0.00	1,816.05	9.20
700.00.5767.000 OTHER REVENUE	0	0.00	27,542.68	0.00	27,542.68	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	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	168,847.64	1,036,367.42	0.00	878,848.58	54.11
TOTAL REVENUE	1,915,216	168,847.64	1,036,367.42	0.00	878,848.58	54.11

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705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,517,640	191,006.35	947,957.71	0.00	569,682.29	62.46
TOTAL REVENUES	1,517,640	191,006.35	947,957.71	0.00	569,682.29	62.46
<u>EXPENDITURE SUMMARY</u>						
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	4,460.65	29,403.26	0.00	26,739.74	52.37
TOTAL 12-ADMINISTRATION	56,143	4,460.65	29,403.26	0.00	26,739.74	52.37
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	149,337	4,840.43	39,968.45	0.00	109,368.55	26.76
CONTRACTS & PROF. SVCS	38,900	760.62	5,551.72	0.00	33,348.28	14.27
CONST. MATL./TOOLS/EQUP	62,933	10,367.62	29,635.49	0.00	33,297.51	47.09
MAINTENANCE	602,185	44,422.00	296,163.40	0.00	306,021.60	49.18
UTILITIES	25,275	2,304.58	11,568.37	0.00	13,706.63	45.77
SUPPLIES	5,500	1,389.05	3,019.25	0.00	2,480.75	54.90
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	0.00	9,959.70	0.00	9,959.70	0.00
TRANSFERS	252,780	21,065.00	126,390.00	0.00	126,390.00	50.00
TOTAL 36-WASTEWATER SYSTEM	1,461,497	85,149.30	556,989.38	0.00	904,507.62	38.11
TOTAL EXPENDITURES	1,517,640	89,609.95	586,392.64	0.00	931,247.36	38.64
REVENUE OVER/ (UNDER) EXPENDITURES	0	101,396.40	361,565.07	0.00	361,565.07	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

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## 705-WASTEWATER

% OF YEAR COMPLETED: 50.00

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	115,191.11	641,812.84	0.00	732,991.16	46.68
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	15,000	0.00	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	75,210.00	296,231.00	0.00	175,895.00	246.17
705.00.5753.000 SEWER TAP FEE	5,000	600.00	3,107.00	0.00	1,893.00	62.14
705.00.5762.000 INTEREST EARNED	2,500	5.24	135.31	0.00	2,364.69	5.41
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	191,006.35	947,957.71	0.00	569,682.29	62.46
TOTAL REVENUE	1,517,640	191,006.35	947,957.71	0.00	569,682.29	62.46



CITY OF FARMERSVILLE  
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715-ELECTRIC FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,154,363	280,776.71	1,834,870.08	0.00	2,319,492.92	44.17
TOTAL REVENUES	4,154,363	280,776.71	1,834,870.08	0.00	2,319,492.92	44.17
<u>EXPENDITURE SUMMARY</u>						
<u>12-ADMINISTRATION</u>						
PERSONNEL SERVICES	77,005	5,190.60	33,578.81	0.00	43,426.19	43.61
TOTAL 12-ADMINISTRATION	77,005	5,190.60	33,578.81	0.00	43,426.19	43.61
<u>37-ELECTRIC DEPT.</u>						
PERSONNEL SERVICES	482,695	34,780.27	250,735.43	0.00	231,959.57	51.94
CONTRACTS & PROF. SVCS	89,000	770.39	20,192.36	0.00	68,807.64	22.69
CONST. MATL./TOOLS/EQUP	161,575	3,484.43	79,102.27	10,737.31	71,735.42	55.60
MAINTENANCE	30,342	825.48	4,900.63	0.00	25,441.37	16.15
UTILITIES	13,750	1,027.82	5,890.95	0.00	7,859.05	42.84
SUPPLIES	2,137,791	7,682.96	913,506.73	0.00	1,224,284.27	42.73
PERSONNEL RELATED ITEMS	24,868	1,071.16	8,423.77	0.00	16,444.23	33.87
DEBT SERVICE	40,631	2,622.04	56,363.63	0.00	15,732.63	138.72
CAPITAL EXPENDITURES	157,500	11,497.30	22,381.74	8,823.80	126,294.46	19.81
TRANSFERS	939,206	78,267.16	469,602.96	0.00	469,603.04	50.00
TOTAL 37-ELECTRIC DEPT.	4,077,358	142,029.01	1,831,100.47	19,561.11	2,226,696.42	45.39
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	4,154,363	147,219.61	1,864,679.28	19,561.11	2,270,122.61	45.36
REVENUE OVER/ (UNDER) EXPENDITURES	0	133,557.10	( 29,809.20)	( 19,561.11)	49,370.31	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

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## 720-REFUSE FUND

% OF YEAR COMPLETED: 50.00

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	0.00	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	20,301.51	121,132.42	0.00	113,164.58	51.70
720.00.5752.000 COMMERCIAL TRASH COLLECT	182,691	15,233.64	89,641.67	0.00	93,049.33	49.07
720.00.5755.000 RECYCLE	79,436	6,965.81	41,548.23	0.00	37,887.77	52.30
720.00.5755.001 RECYCLE FRANCHISE FEE	6,134	609.00	3,632.50	0.00	2,501.50	59.22
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	43,109.96	258,494.33	0.00	251,563.67	50.68
TOTAL REVENUE	510,058	43,109.96	258,494.33	0.00	251,563.67	50.68

## **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	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

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	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

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	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	<ol style="list-style-type: none"> <li>1. Minutes</li> <li>2. Possible Council Liaison Report</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**CITY OF FARMERSVILLE  
PLANNING AND ZONING COMMISSION MINUTES  
REGULAR SESSION MEETING  
March 15, 2021, 6:00 P.M.**

**I. PRELIMINARY MATTERS**

- Chairman Joe Helmberger presided over the meeting which was called to order at 6:00 p.m. Commissioners Michael Hesse (via teleconference), Adam White, Lance Hudson, Rachel Crist (via teleconference), Leaca Caspari and John Klostermann were in attendance. Also, in attendance were staff liaison, Sandra Green; City Manager, Ben White; Council liaison, Mike Henry; and City Attorney, Alan Lathrom.
- Lance Hudson 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 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.
- Joe Helmberger opened the public hearing at 6:03 p.m.
  - Sam Satterwhite, who resides at 202 Cedar Ridge in Wylie, came forward and presented for the developer. He explained they are requesting a zoning change from Commercial to MF-2 – Multi-family - 2. He stated the property is

currently under contract because they are waiting to see if the rezoning request was approved. He indicated they want to incorporate Murphy in the name of the apartments in reference to Audie Murphy. He stated they are not going to compare themselves to Palladium, but Palladium is currently full and there is a demand for apartments. He went over the amenities the facility would have and explained they would have a mix of one bedroom and two bedroom units. He said they will exceed the number of parking spaces required by the zoning ordinance. They are going to limit the height of the buildings to three stories even though the zoning ordinance allows up to four stories. He discussed how he wanted a development agreement that would state how they are going to make the facility nice and 100% masonry. He explained it would be an \$11.5 million investment. He said approximately \$96,000.00 a year would go to the city for ad valorem taxes.

- Adam White asked what the projected rent would be.
- Sam Satterwhite stated they would be set at market rates, so a little over \$1,000.00 for a one bedroom and around \$1,200.00 for a two bedroom.
- Alex Cavender, who represents 380 Lake View Development, stated he is the developer of the property located just west of the proposed site. He explained one of the concerns he has is the lift station and if this development could cause a strain on the sewer lines if the zoning was approved. He said they are afraid it would take the capacity away from their development.
- Chairman Helmberger asked if anyone else wanted to speak for or against the rezoning request. No one came forward so he closed the public hearing at 6:20 p.m.
- Chairman Helmberger stated it sounded like it would be a great product. He said Brookshire's is thriving because of the Palladium apartments and he believes it would bring more people to Farmersville.
- Leaca Caspari asked if we have sewer capacity and she is worried about traffic that would be added.
- Ben White stated the lift station was designed for future growth and has three pumps. He said he does not see any issues with capacity. He explained we have increased the capacity recently and we are also in the process of putting in a new trickling arm filter which will allow us to receive 250,000 more gallons of capacity.
- Rachel Crist asked about the traffic and roadways to get on to U.S. Highway 380.
- Ben White explained that most people would go to the stop light on Collin Parkway once the road is complete and not use Harvard as much. He said Collin Parkway will be completed in April.
- Sam Satterwhite explained the development would take at least 18 months to two years to occupy. He said they felt most people would go to the stop light if they were going to the east and would only take Harvard if they were getting on U.S. Highway 380 to go west.

- Rachel Crist asked if the city thought another stop light would be added at Harvard Boulevard in the future.
- Joe Helmberger stated that in Princeton they are adding a fifth and sixth lane to U.S. Highway 380 which will start in 2022. He said they are also building a reliever street south of town. He indicated that you have to have more traffic on the road before TxDOT would spend money to study it.
- Michael Hesse asked what kind of experience the developer has in building these types of units. He said he is in favor of this development if it is the right kind of development. He asked how the cost of building materials would now affect their plans for this site.
- Sam Satterwhite explained the project would be the client's first venture by himself, but his family has done multi-family for years. He is planning on the units having granite counter tops, 100% masonry and his client knows the price of everything is going up. He said if they receive the rezoning approval they would go straight into the engineering phase and then into building.
- Michael Hesse asked what uses could be there for commercial zoning now.
- Sandra Green explained that almost anything could be in a commercial zoning district, except residential or multi-family. She indicated office space, retail, and any other similar uses could go there currently.
- Michael Hesse asked city staff what they would consider the best choice for the property, commercial or multi-family.
- Joe Helmberger stated it would be a good buffer from commercial to residential.
- Ben White stated with commercial you need the residential to support it. He said that commercial buildings are not growing as much as living units because a lot of retail is being ordered online.

- Motion to approve made by Adam White
- 2<sup>nd</sup> to approve made by John Klostermann
- All members voted in favor, except Rachel Crist and Michael Hesse who voted no.

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.

- Chairman Helmberger opened the public hearing 6:41 p.m.
- Tony Strickland, who represented Nelson Brothers Ready Mix, stated he owns property in this area and wants to operate a batch plant in the future. He said they would need this zoning in place in order to build their operation. He said they typically like to operate by right, but they are wanting to move forward pending the outcome of this item.
- Chairman Helmberger asked if anyone else wanted to speak for or against the item.
- No one came forward so he closed the public hearing at 6:43 p.m.
- Ben White stated staff decided to change from a High Impact District to Heavy Industrial 2. He also said they added more prohibited uses to the ordinance. He discussed how the specific use permit in the Heavy Industrial 2 zoning district listed the 20 year automatic term with 10 year extension for concrete batch plants.
- Leaca Caspari explained her main concerns with the ordinance. She indicated that concrete kilns should be a prohibited use. She also stated she was confused as to why two-family duplexes would be allowed in the Light Industrial zone.
- Alan Lathrom stated that two-family duplexes are allowed in the current zoning ordinance in Light Industrial zones. He said he did not change that in the ordinance, but it could be taken out.
- Leaca Caspari said she does not believe we should grant a specific use permit for an automatic 20 years. She stated she researched other cities and no one does that. She said some cities do give automatic extensions, but they are given notice. She explained if property owners around the area have to be notified and there is a legitimate concern, then they should have to go through the SUP process again. She believes an SUP is put in place to help protect the property owners around the area.
- Alan Lathrom said that most specific use permits run with the land and there are no time restraints or time restrictions. Most SUP's are terminated when the use ends. He said in Farmersville the city required time restrictions on game rooms. He restated that SUP's usually run with the land and may be particular to a specific owner or operator of the business or the land. He said it runs indefinitely.
- Chairman Helmberger asked if the SUP process in general has changed.
- Alan Lathrom stated the paperwork process and submittal has not changed. He explained there are some things in the ordinance that would be required to be part of the submittal for concrete batch plants, such as landscaping, screening and lighting.
- Leaca Caspari stated SUP's have a purpose and they are there to protect. She said there has to be something in place that gives us the ability to address any issues that come up. She understands that when people invest

here they need a return, but she also thinks the Commission needs to protect neighboring properties.

- Adam White stated the plan was to get rid of the term high impact. He said the idea in this case was keeping the zoning more restrictive and allowing only certain uses in this zone. He indicated that changing up the SUP time frame was to give the business owner's assurance, because the time restraints were a main concern for them.
- Leaca Caspari stated she understands that the business owner's want assurances, but she knows that protecting the property owner's around them is important. She said the time frame of 20 years with an automatic renewal of 10 years is way too much time and not reasonable.
- Adam White said if it was the same businesses that were operating it for the whole time period then it should not make a difference.
- Joe Helmberger stated that TCEQ regulates the concrete businesses very well and people could file complaints constantly with the TCEQ.
- Leaca Caspari pointed out that high impact was referenced in the document in a few places and wanted to know why.
- Alan Lathrom stated they were in the documents by error and could be removed.
- Leaca Caspari stated that at one point Ben White said he learned over time that if an SUP is granted long term it still allows us to control the area up front. She said the Heavy Industrial – 2 zoning would be allowed in any of the areas called out as Heavy Industrial on the Future Land Use Map.
- Ben White stated areas would be subject to the Future Land Use Map, but it would not be granted automatically. He said the Planning & Zoning Commission and City Council would have to approve the zoning on a case by case basis. We were trying to purposely create a zoning category that would make it harder to get a batch plant in the city. He said they could zone the whole area as Heavy Industrial and never grant a Heavy Industrial – 2 use. The old rules allowed batch plants in Heavy Industrial with an SUP and they could be scattered throughout the whole region. He said now we are only allowing them in Heavy Industrial – 2. They would have to get the Heavy Industrial – 2 zoning granted and also an SUP.
- Leaca Caspari asked why you could not just do all that with an SUP.
- Ben White stated they were trying to make getting a batch plant in the city harder to do. Under the new set of rules, you could not put in a batch plant in Heavy Industrial -1. They would have to rezone to Heavy Industrial - 2.
- Leaca Caspari stated that 6,000 acres is a lot of land and she can see situations that would have a large amount of area for High Industrial - 2.
- Ben White said anyone else would have a hard time coming into the city under that zoning in the future.
- Michael Hesse stated he believes we have the ordinance right.

- Rachel Crist said she has received calls from concerned people. She said she feels that we are just giving the ordinance a face over and trying to approve it from the High Impact Ordinance.
- Adam White asked what amount of the High Impact Ordinance is actually carried over into the ordinance they are reviewing now. His concern is that there is just wordsmithing to change this ordinance.
- Alan Lathrom stated there is a current definition of the high impact in the zoning ordinance. The zoning ordinance is an exclusionary ordinance and if it does not call out a permitted use then it is not allowed. If someone wanted to conduct a use that is not listed they would have to request the zoning ordinance be changed to add the use. He said we took out the high impact definitions and uses from the ordinance all together. We have looked at each of the uses in High Industrial - 1, High Industrial - 2, and Light Industrial to make sure we have the uses in the appropriate settings. He said we added in comments that were heard during the public hearing process in regards to the exclusions. The list of exclusions is not necessary, but we placed it in there so the citizens could see what is excluded.
- Joe Helmberger stated that years from now some of those uses may change and it would be up to the city to allow it.
- Lance Hudson explained they had stripped the High Impact Ordinance down to where it only allowed concrete batch plants. He said the definition of high impact caused a lot of issues and that is why they were trying to get away from that term.
- Adam White stated the unforeseen was his main concern. He said the specific use permit maintains leverage for the city in the future for any uses that may come to the city.
- Leaca Caspari said the list of exclusions just causes confusion, because people believe that if it is not listed then it is allowed.
- Alan Lathrom stated they can add a cement kiln in the exclusionary list if that is the desire of the Commission.
- Joe Helmberger summarized Leaca Caspari's concerns. He said she pointed out there are two references to high impact that needed to be removed from the ordinance. He said adding cement kiln to the exclusionary list and she wanted to remove the two-family residential dwelling that was permitted in Light Industrial. He said he would be more than happy to take out the section of prohibited uses since the ordinance is exclusionary anyway.
- Alan Lathrom stated that he could add language stating that the ordinance is exclusionary and if it is not shown as a permitted use then it is not allowed. He said that would allow them to delete the prohibited use list.
- Leaca Caspari stated that Chairman Helmberger did not address her main concern of the time limits set on the specific use permit.

- Rachel Crist asked who originally requested the change in the zoning ordinance to include a high impact zone.
- Chairman Helmberger said the Commission cannot act on something that does not come down from Council.
- Leaca Caspari stated she believes it was written specifically for an industry.
- Rachel Crist stated she agreed.
- Ben White stated it was presented to Council and they recommended it be sent to the Planning & Zoning Commission to review and revise the ordinance.
  - Motion to approve with the changes of removing the references to high impact, removing the permitted use of two-family dwelling in Light Industrial and deleting the prohibited uses list made by Lance Hudson
  - 2<sup>nd</sup> made by John Klostermann
  - All members voted in favor, except Leaca Caspari and Rachel Crist who voted no

#### **IV. ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

- A. Consider, discuss and act upon minutes from February 22, 2021.
  - Motion to approve made by Leaca Caspari
  - 2<sup>nd</sup> to approve made by Rachel Crist
  - All members voted in favor
- B. Discussion and direction regarding scope and goals for the Historic Preservation Ad Hoc Committee in relations to the Historic Preservation Ordinance and the Sign Ordinance.
  - Paul Kelly, Chairman of the Historic Preservation Ad Hoc Committee, came forward and wanted direction from the Planning & Zoning Commission as to what the Ad Hoc Committee was supposed to be doing. He stated the committee is unclear of the direction they are suppose to take on the two documents they are reviewing.
  - Mike Henry stated the change in the sign ordinance was reviewed by the Council and he said it was recommended that the Historic Preservation Ad Hoc Committee review it regarding the possible change of painting on walls. He said Council wanted them to decide on how they wanted signage on the downtown buildings to look.
  - Paul Kelly stated it was his understanding that the changes to the sign ordinance and the Historic Preservation Ordinance were to be reviewed to



determine if they were going to sign off on them or make recommendations for changes.

- Chairman Helmberger stated the city does not have an approved Historic Preservation Ordinance. He said the Planning & Zoning Commission reviewed the same document they did and came to the conclusion that we need one that fits Farmersville. He said he needs the Ad Hoc Committee to get in to the weeds and say what the ordinance should be.
- Alan Lathrom stated the ordinance they have to review is a mash up from the recommended ordinance from the Texas Historical Commission, City of Arlington, City of McKinney and from the City of Forney.
- Ben White stated the ordinance was in the making for several years. He said it was also reviewed and vetted by the City of McKinney Historic Preservation Officer. He said it was then presented to the Planning & Zoning Commission and it did not move forward then.
- Chairman Helmberger stated when he first read it he did not feel it was for Farmersville. He said he has too much government reach already in his life. He wants the ordinance to be written for Farmersville.
- Paul Kelly clarified that the document they have is a guide to get us to move forward. He also asked about a time line.
- Chairman Helmberger stated he believes it will take at least 6 months if not longer.
- Allison Mathers stated the document that was presented as a Historical Preservation Ordinance draft scared everyone. She said the ordinance that is pressing is the sign and mural ordinance that was sent down to them.

## **V. ADJOURNMENT**

Meeting was adjourned at 7:58 p.m.

ATTEST:

  
Sandra Green, TRMC, City Secretary

APPROVE:

  
Joe Helmberger, Chairman



Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VI. Public Hearing**

Agenda Section	Public Hearing
Section Number	VI.A
Subject	Public hearing to consider, discuss and act upon Ordinance #O-2021-0427-001 regarding an application requesting a change in zoning on approximately 37 acres of land, more or less, from A – Agricultural District Uses to PD – Planned Development District with a base zoning designation of C – Commercial District Uses on approximately 15.26 acres of land and a base zoning designation of MF-2 -- Multifamily Residence-2 District Uses on approximately 21.74 acres of land. The property is generally situated along the south side of County Road 611 and the north side of the access road between State Highway 78 and westbound Audie Murphy Parkway (U.S. Highway 380) and the northwestern side of a portion of State Highway 78, in the W.B. Williams Survey, Abstract A-952, in the City of Farmersville, Collin County, Texas.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	O-2021-0427-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE #2021-0427-001**

**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 37 ACRES OF LAND SITUATED ALONG THE SOUTH SIDE OF COUNTY ROAD 611 AND THE NORTH SIDE OF THE ACCESS ROAD BETWEEN STATE HIGHWAY 78 AND WESTBOUND AUDIE MURPHY PARKWAY (U.S. HIGHWAY 380) AND THE NORTHWESTERN SIDE OF A PORTION OF STATE HIGHWAY 78 IN THE W.B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, FROM A - AGRICULTURAL DISTRICT USES TO PD - PLANNED DEVELOPMENT DISTRICT (PD#2021-0427-001) WITH A BASE ZONING DISTRICT CLASSIFICATION OF C - COMMERCIAL DISTRICT ON APPROXIMATELY 15.26 ACRES OF SUCH LAND AND A BASE ZONING DISTRICT OF MF-2 – MULTIFAMILY RESIDENCE-2 ON APPROXIMATELY 21.74 ACRES OF SUCH LAND USES IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND 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 of Farmersville, Texas, (“Planning and Zoning Commission”) has recommended a change in zoning classification of the property described herein and has recommended amending the Official Zoning Map of the City of Farmersville, Texas, regarding the rezoning of the property hereinafter described; and

**WHEREAS**, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville, 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 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 as hereinafter provided 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:

Those two tracts of land containing a total of approximately 37 acres of land (collectively the "Property") in the W.B. Williams Survey, Abstract No. 952, are more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes allowed by law and the two tracts of land comprising the Property are depicted on the map identified as "Zoning Exhibit A" attached hereto as Exhibit B and incorporated herein by reference for all purposes allowed by law presently zoned A - Agricultural District are hereby rezoned as follows:

- (a) The tract of land identified as Sub-District I on the map attached hereto as Exhibit B containing approximately 15.26 acres of land is hereby rezoned PD - Planned Development District (PD#2021-0427-001) with a base zoning district of C - Commercial District uses; and
- (b) The tract of land identified as Sub-District II on the map attached hereto as Exhibit B containing approximately 21.74 acres of land is hereby rezoned to PD - Planned Development District (PD#2021-0427-001) with a base zoning district of MF-2 - Multifamily Residence-2 uses.

In the event of any conflict between any exhibit attached hereto and this Ordinance, the language and contents of this Ordinance shall control.

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

It is hereby 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**

All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

### **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 unconstitutional by any court of competent jurisdiction, such unconstitutionality 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 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 or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense. 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 27<sup>th</sup> day of April, 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 27<sup>th</sup> DAY OF APRIL, 2021.**

---

Bryon Wiebold, Mayor

**ATTEST:**

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Sandra Green, TRMC  
City Secretary



**Exhibit "A"**  
*Description of Property*

**BEING** a tract of land situated in the W.B. Williams Survey, Abstract No. 952, City of Farmersville, Collin County, Texas, being part of that same tract of land as described in a special warranty deed to Alliance Trust Company, N.A., recorded in Volume 3871, Page 1315 of the Deed Records of Dallas County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

**BEGINNING** at a 1/2-inch rebar with a cap stamped "3941" found for the Northwest corner of a right-of-way dedication to the State of Texas, recorded in Instrument No. 20080806000957940 (D.R.C.C.T.), and being the Northernmost corner of a right-of-way dedication to the State of Texas, recorded in Instrument No. 20080528000638410 (D.R.C.C.T.), and lying on the North right-of-way line of State Highway 380 (variable width right-of-way), and lying on the East line of a tract of land described in a warranty deed to Samantha G. McIver, recorded in Volume 5848, Page 640 (D.R.C.C.T.), and lying on the West line of said Alliance Trust Company, N.A. tract;

**THENCE** North 00 Degrees 12 Minutes 33 Seconds West, with the East line of said McIver tract, the East line of a tract of land as described in a warranty deed to Russell Blake Mounger, recorded in Volume 1185, Page 590 (D.R.C.C.T.), and the East line of Lot 1A, of 380 Industrial Park, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Cabinet I, Page 335 of the Plat Records of Collin County, Texas, and the East line of a right-of-way dedication to the City of Farmersville, recorded in Instrument No. 20090217000173920 (D.R.C.C.T.), a distance of 1698.79 feet to a 1/2-inch rebar with a cap stamped "windrose" set for the Northwest corner of the herein described tract, and being the Northeast corner of said right-of-way dedication, and lying at the approximate centerline of County Road No. 611 (variable width right-of-way);

**THENCE** South 86 Degrees 34 Minutes 30 Seconds East, with the approximate centerline of said County Road No. 611, a distance of 1129.69 feet to a 1/2-inch rebar with a cap stamped "windrose" set for the Northeast corner of said Alliance Trust Company, N.A. tract, same being the Northwest corner of a tract of land as described in a warranty deed to Lovell Investments, LTD., recorded in Volume 5974, Page 2175 (D.R.C.C.T.);

**THENCE** South 00 Degrees 03 Minutes 21 Seconds East, departing the Approximate centerline of said County Road No. 611, with the West line of said Lovell Investments, LTD. tract, a distance of 757.92 feet to a 1/2-inch rebar found for the Easternmost

Southeast corner of said Alliance Trust Company, N.A. tract, and being the Northeast corner of a tract of land as described in a warranty deed to Zahir Ahmed and Fathima Ahmed, recorded in Volume 5372, Page 5584 (D.R.C.C.T.);

**THENCE** South 89 Degrees 56 Minutes 39 Seconds West, departing the West line of said Lovell Investments, LTD. tract, with the North line of said Ahmed tract, a distance of 292.48 feet to a 1/2-inch rebar with a cap stamped "3941" found for the Northwest corner of said Ahmed tract, and being an interior "ell" corner of said Alliance Trust Company, N.A. tract;

**THENCE** South 00 Degrees 03 Minutes 21 Seconds East, with the West line of said Ahmed tract, and the East line of said Alliance Trust Company, N.A. tract, a distance of 224.94 feet to a 1/2-inch rebar found for corner;

**THENCE** South 31 Degrees 27 Minutes 13 Seconds East, with the Southwest line of said Ahmed tract, a distance of 285.54 feet to a 1/2-inch rebar with a cap stamped "3941" found for corner;

**THENCE** South 06 Degrees 40 Minutes 01 Seconds East, continuing with the Southwest line of said Ahmed tract, a distance of 46.93 feet to a 1/2-inch rebar found for corner;

**THENCE** South 42 Degrees 00 Minutes 51 Seconds East, continuing with the Southwest line of said Ahmed tract, a distance of 95.83 feet to an "X" cut set for the Southernmost corner of said Ahmed tract, and the Southernmost Southeast corner of said Alliance Trust Company, N.A. tract, and lying on the Northwest right-of-way line of State Highway 78 (variable width right-of-way), and lying at the beginning of a non-tangent curve to the right, having a central angle of 04 Degrees 36 Minutes 53 Seconds, a radius of 4297.18 feet, and a chord bearing and distance of South 50 Degrees 17 Minutes 35 Seconds West, 346.00 feet;

**THENCE**, with the Northwest right-of-way line of said State Highway 78, along said curve to the right, an arc length of 346.09 feet to a 1/2-inch rebar with a cap stamped "windrose" set for corner;

**THENCE** North 37 Degrees 19 Minutes 36 Seconds West, continuing with the Northwest right-of-way line of said State Highway 78, a distance of 48.83 feet to a 5/8-inch rebar found for corner;

**THENCE** South 52 Degrees 35 Minutes 31 Seconds West, continuing with the Northwest right-of-way line of said State Highway 78, a distance of 210.63 feet to a 1/2-inch rebar with a cap stamped "3941" found for the Southernmost corner of the herein described tract, and being the Easternmost corner of said first referenced right-of-way dedication to the State of Texas;

**THENCE** North 38 Degrees 03 Minutes 00 Seconds West, with the North line of said first referenced right-of-way dedication to the State of Texas, a distance of 106.94 feet to a 1/2-inch rebar with a cap stamped "3941" found for corner;

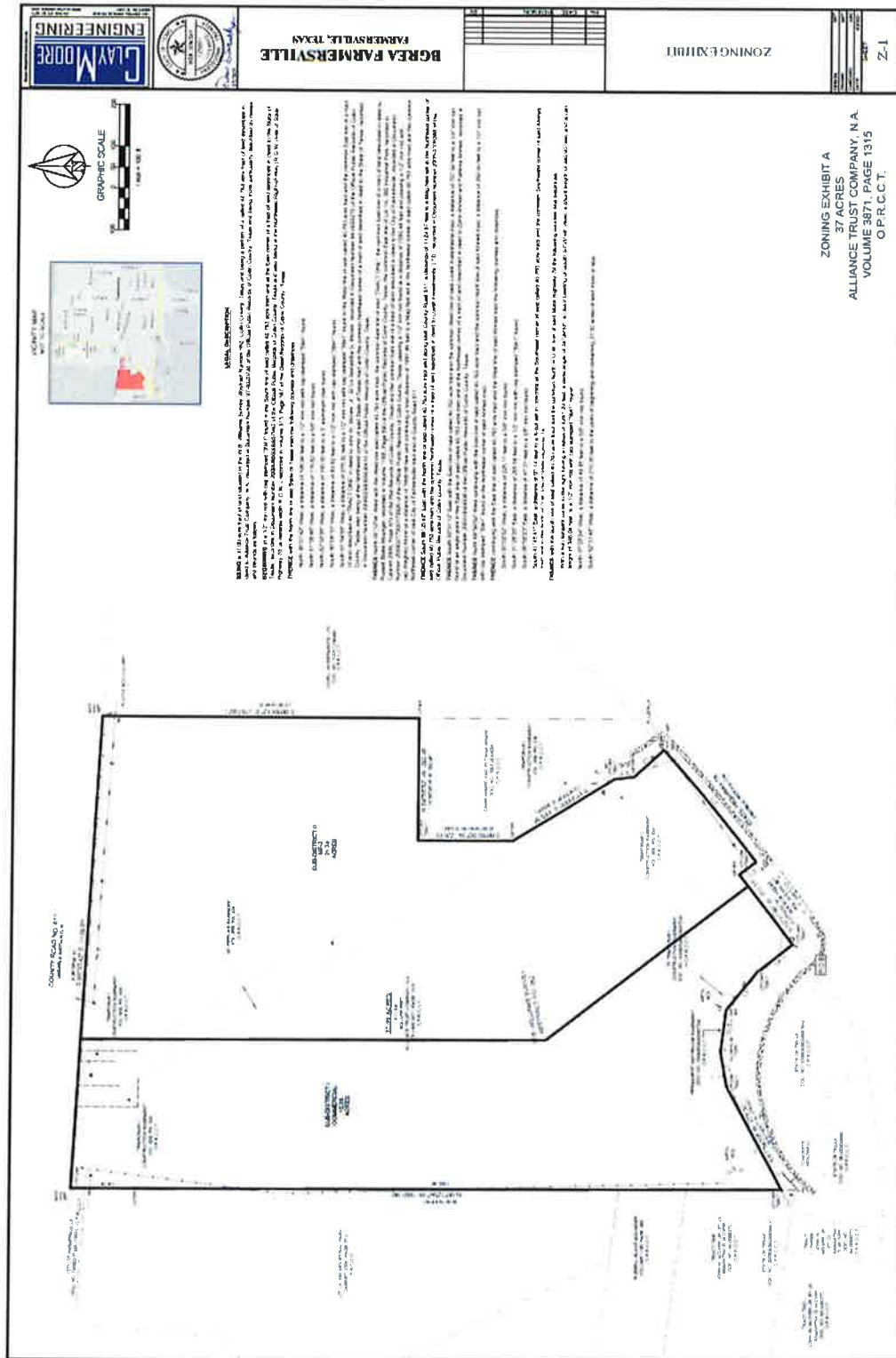
**THENCE** North 51 Degrees 37 Minutes 04 Seconds West, continuing with the North line of said first referenced right-of-way dedication to the State of Texas, a distance of 116.62 feet to a 5/8-inch rebar found for corner;

**THENCE** North 82 Degrees 34 Minutes 53 Seconds West, continuing with the North line of said first referenced right-of-way dedication to the State of Texas, a distance of 100.00 feet to a TXDOT monument found for corner;

**THENCE** South 80 Degrees 03 Minutes 52 Seconds West, continuing with the North line of said first referenced right-of-way dedication to the State of Texas, a distance of 83.82 feet to a 1/2-inch rebar found for corner;

**THENCE** South 61 Degrees 52 Minutes 58 Seconds West, continuing with the North line of said first referenced right-of-way dedication to the State of Texas, a distance of 279.34 feet to the **POINT OF BEGINNING** and containing a total of 1,612,180 square feet, or 37.011 acres of land, more or less.

### Depiction of Property



## **VII. READING OF ORDINANCES**

Agenda Section	READING OF ORDINANCES
Section Number	VII.A
Subject	Consider, discuss and act upon the first reading of Ordinance #O-2021-0511-001 regarding an amendment to the Sign Ordinance pertaining to painted signs on walls.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	O-2021-0511-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE # O-2021-0511-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING CHAPTER 56, "SIGNS AND ADVERTISING," THROUGH THE AMENDMENT OF ARTICLE II "DEFINITIONS AND REGULATIONS," OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 56-31, "DEFINITIONS; SIGN REGULATIONS AND REQUIREMENTS," BY AMENDING THE DEFINITIONS FOR THE FOLLOWING WORDS OR PHRASES "CENTRAL AREA (CA) ZONING DISTRICT OR CA – CENTRAL AREA DISTRICT," "GRAFFITI," "MURAL," "REAR WALL SIGN," AND "WALL SIGN," BY AMENDING SECTION 56-32, "PROHIBITED SIGNS" BY AMENDING SUBPARAGRAPH (L) TO PROHIBIT A SIGN TO BE PAINTED DIRECTLY ON TO THE EXTERIOR WALL OR FACADE OF A BUILDING OR STRUCTURE IN THE CENTRAL AREA (CA) ZONING DISTRICT SAVE AND EXCEPT A MURAL (IF OTHERWISE PERMITTED), A REAR WALL SIGN, AND/OR A WALL SIGN, AND BY AMENDING SECTION 56-53, "SIGNS FOR THE CENTRAL AREA (CA) ZONING DISTRICT" TO ALLOW A MURAL (IF OTHERWISE PERMITTED), A REAR WALL SIGN, AND/OR A WALL SIGN, TO BE PAINTED DIRECTLY ON TO THE EXTERIOR WALL OR FACADE OF A BUILDING OR STRUCTURE IN THE CENTRAL AREA (CA) ZONING DISTRICT; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville, Texas, (the "City") is a Type A general-law city, 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**, the City adopted the Code of Ordinances, City of Farmersville, Texas ("Farmersville Code"), for the protection of the public health and general welfare of the people of the City; and

**WHEREAS**, the City Council of the City of Farmersville ("City Council") previously adopted rules and regulations relating to signs and advertising; and

**WHEREAS**, the City Council now seeks to modify certain of the rules and regulations relating to signs and advertising; and

**WHEREAS**, the City Council finds that it is in the best interest of the public health, safety and welfare to modify certain of the rules and regulations relating to signs and advertising as provided hereinbelow.

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

**Section 2. AMENDMENT OF CHAPTER 56, "SIGNS AND ADVERTISING," THROUGH THE AMENDMENT OF ARTICLE II "DEFINITIONS AND REGULATIONS," OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 56-31, "DEFINITIONS; SIGN REGULATIONS AND REQUIREMENTS," BY AMENDING THE DEFINITIONS FOR THE FOLLOWING WORDS OR PHRASES "CENTRAL AREA (CA) ZONING DISTRICT OR CA – CENTRAL AREA DISTRICT," "GRAFFITI," "MURAL," "REAR WALL SIGN," AND "WALL SIGN"**

From and after the effective date of this Ordinance, Chapter 56, "Signs and Advertising," is hereby amended through the amendment of Article II "Definitions and Regulations," of the City's Code of Ordinances by amending Section 56-31, "Definitions; Sign Regulations and Requirements" by amending the definitions for the following words or phrases "Central Area (Ca) Zoning District or Ca – Central Area District," "Graffiti," "Mural," "Rear Wall Sign," and "Wall Sign" to hereafter read as follows:

*"Central Area (CA) Zoning District or CA – Central Area District.*

(1) The area consists of the historic downtown area as established by Chapter 77, "Zoning," as it currently exists or may be amended by ordinance, and as indicated on the City Zoning Map.

(2) All signs for the CA – Central Area District shall be regulated according to the provisions of this Chapter. Refer to Section 56-53 regarding Signs in the Central Area Zoning District and see Section 56-54."

*"Graffiti* means pictures, words or slogans, images, or other artwork painted, drawn, scratched, carved, cut or applied in any other manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items



in public view without obtaining a sign permit. Graffiti includes, but is not limited to, the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent or vulgar images or offensive language. Graffiti is prohibited in the city and its extraterritorial jurisdiction."

"*Mural* means noncommercial pictures or artwork painted, drawn or applied directly on to the exterior walls that do not depict or contain advertising, logos, or images of a product or service offered or sold on premises or off premises.

- (1) Murals shall not be used to advertise products or services of any kind offered or sold off premises or on premises. Any form of wording or logo shall be of secondary nature to a mural.
- (2) A sign permit is required.
- (3) A detailed drawing of the proposed mural shall be submitted to the city with the sign permit application for review to determine conformity with all applicable city, state and federal laws, statutes and ordinances.
- (4) The mural shall be executed in conformity to the detailed drawing of the proposed mural that is submitted to the city with the sign permit application.
- (5) A mural shall be located above grade and below a roof and only within a nonresidential zoning district. Murals shall not be applied to a roof or other similar cover of a building or structure. The maximum area of a mural shall not exceed the length or height of the exterior wall on which it is painted, drawn or applied. A mural shall not face a residential neighborhood unless separated by a major thoroughfare.
- (6) Murals are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
- (7) Murals shall not contain any matter that is obscene or pornographic, or which offends the public morals, or that is inappropriate viewing material for anyone under the age of 18 years including, but not limited to:

- a. Nudity or a state of nudity, specified anatomical areas and specified sexual activities, as those terms are defined in this section;
- b. Less than completely and opaquely covered human genitals, buttocks, or that portion of the female breast below the top of the areola; and
- c. Human male genitals in a discernibly turgid stage whether covered or uncovered."

*"Rear Wall Sign* means a sign erected on to or against, or painted, drawn or applied directly on to a wall with no main entrances or store fronts, and which wall does not face the front or side of the lot.

- (1) A sign permit is required.
- (2) A building may have a maximum of one rear wall sign.
- (3) Rear wall signs shall only be permitted in the CA Zoning District."

*"Wall Sign* means any sign erected on to or against, or painted, drawn or applied directly on to an exterior wall or erected parallel directly onto a wall. A wall sign is a sign erected parallel to and extending not more than 12 inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. A wall sign identifies the name or logo of a business.

- (1) A sign permit is required.
- (2) Wall signs are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
- (3) Maximum wall coverage for signs placed on the front or side of a building, which wall contains a main entrance into the building, above the highest opening (window or door), shall be limited to 25 percent of the area, measured vertically from the highest opening (window or door) up to the highest point of the wall, and horizontally from outside corner to outside corner of such wall, including openings.

(4) Maximum wall coverage for signs placed on the front or side of a building, which wall contains a main entrance into the building, below the top of the first floor opening (window or door), shall be limited to ten percent of the area, measured vertically from the top of the highest opening (window or door) down to the sidewalk, and horizontally from outside corner to outside corner of such wall, including openings.

(5) Maximum wall coverage for rear wall signs shall be limited to 15 percent of the rear wall surface, measured vertically from the bottom of the wall to the roof, and horizontally from outside corner to outside corner of the rear wall."

**Section 3. AMENDMENT OF SECTION 56-32, "PROHIBITED SIGNS" BY AMENDING SUBPARAGRAPH (L) TO PROHIBIT A SIGN TO BE PAINTED DIRECTLY ON TO THE EXTERIOR WALL OR FACADE OF A BUILDING OR STRUCTURE IN THE CENTRAL AREA (CA) ZONING DISTRICT SAVE AND EXCEPT A MURAL (IF OTHERWISE PERMITTED), A REAR WALL SIGN, AND/OR A WALL SIGN**

From and after the effective date of this Ordinance, Chapter 56, "Signs and Advertising," is hereby amended through the amendment of Article II "Definitions and Regulations," of the City's Code of Ordinances by amending Section 56-32, "Prohibited Signs" by amending Subparagraph (I) to prohibit a sign to be painted directly on to the exterior wall or facade of a building or structure in the Central Area (CA) Zoning District save and except a Mural (if otherwise permitted), a Rear Wall Sign, and/or a Wall Sign to hereafter read as follows:

- "(I) No portion of any sign save and except a Mural (if otherwise permitted), a Rear Wall Sign, and/or a Wall Sign in the CA – Central Area District shall be painted directly on to the exterior wall or facade of any building or structure other than on a window or a door. Murals remain prohibited throughout the City."

**Section 4. AMENDMENT OF SECTION 56-53, "SIGNS FOR THE CENTRAL AREA (CA) ZONING DISTRICT" TO ALLOW A MURAL (IF OTHERWISE PERMITTED), A REAR WALL SIGN, AND/OR A WALL SIGN TO BE PAINTED DIRECTLY ON TO THE EXTERIOR WALL OR FACADE OF A BUILDING OR STRUCTURE IN THE CA – CENTRAL AREA DISTRICT**

From and after the effective date of this Ordinance, Chapter 56, "Signs and Advertising," is hereby amended through the amendment of Article II "Definitions and Regulations," of the City's Code of Ordinances by amending Section 56-53, "Signs for the Central Area (CA) Zoning District" to allow a Mural (if otherwise permitted), a Rear Wall Sign, and/or a Wall Sign to be painted directly on to the exterior wall or facade of a building or structure in the Central Area (CA) Zoning District to hereafter read as follows:

**"Sec. 56-53. - Signs for the CA – Central Area District.**

*(a) Policy and purpose.*

(1) The CA – Central Area District is a unique historical and cultural environment that provides a certain charm and aura to the city which cannot be replaced and is worthy of preservation.

(2) In an age of uniform franchise signs and generic, plastic box signs, historic signs and even new historic styled signs (signs which emulate or imitate historic signage) often attract by their individuality. Historic signage typically allowed buyers and sellers to communicate quickly using images that were the medium of daily life. By communicating names, addresses, prices, products, images and other fragments of daily life, historic styled signs also bring the past to life.

*(b) Design considerations.*

In order to preserve the benefits of the CA, all signs in the CA shall have a design appearance compatible with, reflective of, and incorporating materials and design elements utilized in, the original building design, time era, and historic downtown character of the CA. The following points should be considered when designing and constructing new signs for structures in the CA:

(1) New signs should emulate or imitate historic signage. The simple signs that were originally used on these buildings serve as the best example for new signs.

(2) Signs should be viewed as part of an overall graphics system for the historic building to which they are attached. Signs should work with the building, rather than against it.

(3) New signs should respect the size, scale and design of the historic building.

(4) Sign placement is an important decision and new signs should not obscure significant architectural features and building elements or design details of a historic building.

(5) New signs should also respect neighboring buildings and add to the tapestry and appeal of the CA. New signs should not overpower the historic building to which they are attached or adjacent historic buildings or structures.

(6) Sign materials should be compatible with the historic character of the building and the CA. Materials characteristic of the building's period and style, used in contemporary designs, can form effective new signs.

(7) New signs should be attached to the building carefully to prevent damage to historic fabric and to ensure the safety of pedestrians. Fittings should penetrate mortar joints rather than brick, for example, and sign loads should be properly calculated and distributed.

(8) New signs may also be painted, drawn or applied directly on to the building provided that the sign is painted, drawn or applied in a manner acceptable to the City Manager, or his designee, that will prevent damage to the historic fabric and structural integrity of the building and provided further that the sign itself is protected and sealed against the elements so as to provide a clean, well-defined, long-lasting, durable, non-fading, and non-running or streaking image.

(c) *Sign standards.*

(1) Allowable signs in the CA include general business signs, incidental signs, menu boards, nameplates, wall signs and rear wall signs.

(2) Signs shall be designed for pedestrian and slow-moving traffic. Big does not mean better.

(3) Signs shall be flat signs with an allowable thickness of no more than four inches, measured from the wall surface to that portion of the face of the sign which projects furthest away from the building wall.

(4) Signs should be placed under the lower cornice. No sign shall be allowed above the top of the second-story windows of a building.

(5) Signs may be placed on the building's fascia or on the sign frieze, which is the horizontal flat bank above the store windows. Such signs may be on a flat signboard; painted, drawn or applied directly to the building; or, made of individual letters or symbols attached to the building's fascia or sign frieze.

(6) Signs may be placed on an awning. The following shall apply:

- a. Only one awning sign is allowed per building.
- b. Awnings shall be positioned to emphasize special shapes or details of the facade, draw attention to shop entrances, or to emphasize a display window.
- c. Awning signs positioned along the first-floor level of the facade shall be no less than eight feet from the sidewalk to the sign.
- d. Awning signs shall not extend beyond the awning or canopy projection.
- e. Awnings and awning signs shall not be made of metal, shiny plastic, barrel or square extension awning, or internally-illuminated vinyl awning.

(7) Sandwich boards are allowed provided they adhere to the following criteria:

- a. One sign per primary entrance;
- b. May extend out a maximum of two feet from the building, with the maximum of six square feet of

sidewalk area used.

(8) Projecting signs that hang over the sidewalk are discouraged because they often obscure individual buildings and interrupt the visual harmony of the street. A projecting sign that is attached to a wall and extends out from a building may be used provided it meets the following criteria:

- a. The projecting sign shall not extend more than 15 inches in whole or in part horizontally or diagonally beyond the surface of the building to which it is attached;
- b. The projecting sign shall be placed along the first-floor level of the facade;
- c. Projecting signs must have a minimum clearance above the sidewalk of eight feet and shall not extend 12 feet or more above the sidewalk nor above the roof line of the building to which it is affixed;
- d. The projecting sign shall be of a unique shape and design or symbolize the services offered within the business being advertised, such as a bowl and trestle advertising a drug store or pharmacy; and
- e. The projecting sign shall be no more than four inches thick.

(9) Materials and colors shall be harmonious with the architecture of surrounding structures in the CA.

(10) Sign materials should be durable and easy to maintain.

- a. Appropriate and acceptable sign materials include:
  1. Painted or carved wood;
  2. Carved wooden letters;

3. Galvanized sheet metal;
4. Porcelain enamel;
5. Slate, marble, or sandstone;
6. Gold leaf;
7. Gilt, painted, stained, or sandblasted glass; or
8. Stained glass.

b. Plastic shall not be allowed unless it is determined to have the appearance of one of the appropriate sign materials identified herein.

(11) A sign in the CA shall not visually dominate the structure to which it belongs or call undue attention to it.

(12) No Day-Glo, fluorescent, neon or brilliant bright colored signs shall be allowed in the CA. Standard or traditional colors shall be used.

(13) No rear lighted, or internally lighted, plastic signs shall be allowed in the CA.

(14) No sign shall contain any moving parts or be lit from behind or internally unless and except it is an historically accurate reproduction of a sign previously existing in the specific location proposed."

## **Section 5. 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 6. SAVINGS**

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

## **Section 7. 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 8. 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 9. 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 10. ENGROSSMENT AND ENROLLMENT**

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

## **Section 11. EFFECTIVE DATE**

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

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

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**APPROVED:**

By: \_\_\_\_\_  
BRYON WIEBOLD, Mayor

**ATTEST:**

By: \_\_\_\_\_  
SANDRA GREEN, TRMC, City Secretary

## **VIII. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VIII.A
Subject	Consider, discuss and act upon an agreement with the Farmersville Historic Society agreement for the Bain-Honaker House.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• City Council discussion as required</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**TRUST AGREEMENT BY AND BETWEEN  
THE FARMERSVILLE HISTORICAL SOCIETY AND  
THE CITY OF FARMERSVILLE REGARDING  
THE BAIN-HONAKER HOUSE AND PROPERTY**

This Trust Agreement ("Agreement") is entered into by and between the **CITY OF FARMERSVILLE, TEXAS**, a Texas Municipal Corporation, ("City") and the **FARMERSVILLE HISTORICAL SOCIETY**, a Texas Non-Profit Corporation, ("Society") acting by and through their respective duly authorized representatives.

WITNESSETH:

**WHEREAS**, the Society is a non-profit corporation dedicated to the preservation and restoration of the historic Bain-Honaker House built in 1865 on College Street in Farmersville, Texas; and

**WHEREAS**, the Society participates in local Historic Marker Programs including area cemetery markers, city markers, and assists local property owners with historic marker applications seeking to preserve historic properties in the Farmersville area; and

**WHEREAS**, the Society provides a variety of programs for the public benefit including, but not limited to, exhibits, publications, lectures, oral history interviews, and educational programs; and

**WHEREAS**, the Society owns the Bain-Honaker House and supports major City-wide events including Old Time Saturday, the Christmas Tour of Homes and Audie Murphy Day by opening the Bain-Honaker House during such events for public tours; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds that the Society provides a valuable public service and benefit to the citizens of the City of Farmersville, Texas; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, further finds that supporting the work and efforts of the Society is in the best interest of the citizens of the City of Farmersville, Texas and serves a vital public purpose; and

**WHEREAS**, the Society desires to fulfill its legal obligations through the establishment of a mechanism whereby the title to the Bain-Honaker House, its contents, and the property on which the Bain-Honaker House is constructed (collectively the "Bain-Honaker Property") will be conveyed to the City in the event that the Society should ever become insolvent or dormant or be dissolved while the Society is still in possession of the Bain-Honaker Property.

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

**Section 1.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**Section 2.** Society hereby deposits with the City, contemporaneously with the execution of this Agreement by City, a Special Warranty Deed conveying to the City the Bain-Honaker Property (the "Deed") to be held in trust until the earlier of the date on which the Society becomes insolvent or dormant or discontinues its operations or is dissolved (each occurrence being an "Event of Discontinuance").

**Section 3.** Notwithstanding the foregoing, Society retains and reserves the absolute unilateral right to immediately revoke this Trust Agreement upon at least three days' written notice to City. Upon the revocation of this Trust Agreement, the Society may convey the Bain-Honaker Property to any other person or party.

**Section 4.** City hereby agrees to hold the Deed in trust until such time as this Agreement is revoked or an Event of Discontinuance occurs.

**Section 5.** City agrees that City will upon the revocation of this Agreement promptly return the unrecorded Deed to the Society.

**Section 6.** City further agrees that City will upon an Event of Discontinuance examine and evaluate the Bain-Honaker Property as well as the title to the Bain-Honaker Property. If the City determines, in City's sole discretion, that the Bain-Honaker Property is in good repair and that the title to the Bain-Honaker is free and clear of any and all liens and encumbrances of any kind, type or nature, the City may choose to record the Deed in the Deed Records of Collin County, Texas, and take possession of the Bain-Honaker Property. However, notwithstanding anything to the contrary contained herein, the City makes no representations and assumes no responsibilities or liabilities regarding or relating to or otherwise arising out of this Trust Agreement and/or the Bain-Honaker Property.

**Section 7.** The Society and the City specifically agree that this Trust Agreement is not a contract for goods and services. The Society and the City further specifically agree that nothing contained in this Agreement is intended to waive, nor shall it be interpreted as waiving, the City's sovereign immunity or governmental immunity.

**Section 8.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

**Section 9.** The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation

having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

**Section 10.** This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

**Section 11.** This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

**Section 12.** It is expressly understood and agreed that, in the execution of this agreement, the City does not waive, nor shall it be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

**Section 13.** Each person signing this Agreement hereby confirms that he or she is duly authorized to execute this Agreement on behalf of that party.

**ATTEST:**

**FARMERSVILLE HISTORICAL  
SOCIETY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF FARMERSVILLE**

By: \_\_\_\_\_  
SANDRA GREEN, TRMC  
City Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BRYON WEIBOLD  
Mayor

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Farmersville Original Donation, Block C, Lot 14C.



EXHIBIT B  
SPECIAL WARRANTY DEED

(Consisting of five (5) attached pages.)

After Recording, Please Return to:

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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**SPECIAL WARRANTY DEED**

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THE STATE OF TEXAS           §  
                                          §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN         §

That the **FARMERSVILLE HISTORICAL SOCIETY**, Texas non-profit corporation ("Grantor"), for and in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by **CITY OF FARMERSVILLE**, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto said Grantee, all the following described real estate, to wit:

BEING 19,471 square feet or 0.4470 acres of land, more or less, and being Lot 14C, Block C of said Farmersville Original Donation, more commonly known as 108 College Street, in the City of Farmersville, Collin County, Texas, and being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference for all purposes allowed by law (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record

in Collin County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

The Property also contains and includes the Bain-Honaker House and all other improvements together with all other property, either real or personal, situated on the Property. As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking and accepts the Property "AS IS-WHERE IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition, but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs and assigns forever; and, Grantor hereby binds Grantor, Grantor's heirs, executors and administrators, to the extent allowed by Texas law, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said

Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through, or under Grantor, but not otherwise.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FARMERSVILLE HISTORICAL  
SOCIETY**, a Texas non-profit  
corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before the undersigned authority this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of the Farmersville Historical Society.

\_\_\_\_\_  
Notary Public of the State of Texas

**AGREED AND ACCEPTED:**

**CITY OF FARMERSVILLE, TEXAS,**  
*a Texas municipal corporation*

\_\_\_\_\_  
BRYON WIEBOLD  
Mayor

THE STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before the undersigned authority this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ by **BRYON WIEBOLD**, Mayor of  
the City of Farmersville.

\_\_\_\_\_  
Notary Public of the State of Texas

Agenda Section	Regular Agenda
Section Number	VIII.B
Subject	Consider, discuss and act upon Resolution #R-2021-0427-001 regarding Texas-New Mexico Power Company's application to amend its distribution cost recovery factor to increase distribution rates within the city.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	R-2021-0427-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2021-0427-001**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS FINDING THAT TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Farmersville, Texas ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP" or "Company") with an interest in the rates and charges of TNMP; and

**WHEREAS**, the Cities Served by Texas-New Mexico Power Company ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("Commission") and the courts; and

**WHEREAS**, on or about April 5, 2021, TNMP filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51959, seeking to increase distribution rates by \$13,959,505 million annually; and

**WHEREAS**, the City of Farmersville will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

**WHEREAS**, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

**WHEREAS**, TNMP Cities' members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny TNMP's DCRF.

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

**SECTION 1.** The City is authorized to participate with TNMP Cities in Commission Docket No. 51959.

SECTION 2. Subject to the right to terminate employment at any time, the City of Farmersville hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal TNMP's DCRF application.

SECTION 3. The rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. The Company should continue to charge its existing rates to customers within the City.

SECTION 5. The City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Thomas Brocato, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com).

**DULY PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this 27<sup>th</sup> day of April, 2021.

**APPROVED:**

\_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, TRMC  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



Agenda Section	Regular Agenda
Section Number	VIII.C
Subject	Consider, discuss and act upon Resolution #R-2021-0427-002 regarding Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor to increase distribution rates within the city.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	R-2021-0427-002
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
RESOLUTION # R-2021-0427-002**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Farmersville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

**WHEREAS**, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

**WHEREAS**, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately \$97,826,277; and

**WHEREAS**, the City of Farmersville will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

**WHEREAS**, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

**WHEREAS**, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

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

**SECTION 1.** The City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. Subject to the right to terminate employment at any time, the City of Farmersville hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. The rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. The Company should continue to charge its existing rates to customers within the City.

SECTION 5. The City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

**DULY PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this 27<sup>th</sup> day of April, 2021.

**APPROVED:**

\_\_\_\_\_  
Bryon Wiebold, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, TRMC  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Agenda Section	Regular Agenda
Section Number	VIII.D
Subject	Consider, discuss and act upon a development agreement with Lakehaven Municipal Utility District.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	Development Agreement
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>

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

This FIRST AMENDED AND RESTATED AGREEMENT RELATING TO CREATION AND OPERATION OF LAKEHAVEN MUNICIPAL UTILITY DISTRICT (this "Agreement") is entered into as of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Lakehaven Farmersville, LLC, a Texas limited liability company (the "Landowner"), Lakehaven Municipal Utility District of Collin County (the "District"), and the City of Farmersville, Texas, a Type-A General Law municipal corporation of the State of Texas (the "City"). Landowner and the District and the City may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Farmersville Investors, L.P., a Texas limited partnership ("Farmersville Investors") and the City entered into that certain Agreement Relating to Creation and Operation of Lakehaven Municipal Utility District, dated October 16, 2013 (the "Original Agreement"), and recorded in the Real Property Records of Collin County, Texas under Clerk's Document No. 20131017001430550; and

WHEREAS, Farmersville Investors assigned all of its rights, title, and interest in and to the Original Agreement to Landowner; and

WHEREAS, Landowner is the owner of approximately 453.259 acres of land located in Collin County, Texas (the "County"), which Property is described by metes and bounds in Exhibit "A" attached hereto and depicted by the boundary map attached hereto as Exhibit "B" (the "Property"); and

WHEREAS, at the time of the Original Agreement, the Property was located outside the corporate limits and extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, pursuant to the Original Agreement, the City accepted a Petition by Landowner to include the Property in the City's ETJ so the City shall have and exercise jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure necessary to serve the Property (collectively the "Public Infrastructure"), and the County shall have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend for the Property to remain and be developed within the City's ETJ and not be subject to full-purpose annexation by the City until such time that Landowner has received one hundred percent (100%) of all reimbursable costs and expenses due to Landowner from the District, and as otherwise provided by this Agreement; and

WHEREAS, should any part or portion of the Property be developed in phases within the City's ETJ, the City shall have the right and ability notwithstanding the foregoing to annex any phase of the Property for full-purpose annexation at such time as Landowner has received one

hundred percent (100%) of all reimbursable costs and expenses due to Landowner from the District for that particular phase of development; and

WHEREAS, the Parties intend that the Property be developed: (i) as a high-quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to the regulations of the City that are in place at the time of the Effective Date of this Agreement applicable to development in the City's ETJ and as otherwise provided in this Agreement; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") issued an order creating the District, dated January 10, 2014, upon and across approximately 375.9 acres of land (the "District Land"), as described by metes and bounds in Exhibit "C" attached hereto and depicted by the boundary map attached hereto as Exhibit "D," which District Land is a portion of the Property; and

WHEREAS, Landowner has determined that development of the remaining approximately 77.359 acres of land within the Property (the "Non-District Land") can best be achieved by means of annexing the Non-District Land into the District such that the District Land and the Non-District Land constituting one hundred percent (100%) of the Property is entirely developed within the District; and

WHEREAS, the City is not opposed to the annexation of the Non-District Land into the District under appropriate parameters, as set forth herein; and

WHEREAS, the District was granted the power to construct, maintain and operate macadamized, graveled and paved roads and turnpikes pursuant to Senate Bill No. 2535, 86th Texas Legislature, Regular Session, 2019, codified at Chapter 8093, Texas Special District Local Laws Code, pursuant to Article III, Section 52, of the Texas Constitution; and

WHEREAS, prior to the creation of the District, the County requested that the TCEQ order a contested case hearing on the matter of the District creation, citing concerns regarding the impact of single-family residential development within the District and inadequate funding of fire and police services to serve the District upon development; and

WHEREAS, in an effort to address the County's concerns and avoid further administrative and legal proceedings, including proceedings before SOAH, and to address other desired arrangements between Farmersville Investors and the City with respect to development of the Property and the provision of certain services to the District, Farmersville Investors and the City came to an agreement on certain terms and conditions; and

WHEREAS, to such end, Farmersville Investors and the City entered into that certain Letter of Understanding, dated February 28, 2012 (the "Letter of Understanding"), outlining certain agreed terms and conditions relating to the creation and operation of the District, and Farmersville Investors and the City formalized such terms and provisions through the execution of the Original Agreement; and

WHEREAS, the phrase "End User" is hereby defined to mean any tenant, user, or owner of a "Fully Developed and Improved Lot," but excluding the homeowners association; and

WHEREAS, the phrase "Fully Developed and Improved Lot" is hereby defined to mean any privately-owned lot in the District, regardless of proposed use, for which a final plat, amended plat, minor plat, or record plat has been approved by the City and recorded in the real property records of Collin County; and

WHEREAS, Landowner, District and the City now wish to enter into this Agreement to amend and restate the Original Agreement in its entirety; and

WHEREAS, each Party is authorized to enter into this Agreement pursuant to the provisions of Section 212.172 of the Texas Local Government Code, as amended.

## AGREEMENT

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

### ARTICLE I

#### CONSENT TO ADDITION OF LAND TO DISTRICT

1.1 Consent to Addition of Land to District. Simultaneously with the approval of this Agreement, the City intends to adopt a Consent Resolution in the form attached hereto as Exhibit "E" demonstrating the City's consent, pursuant to Section 42.0425 of the Texas Local Government Code and Section 54.016(e) of the Texas Water Code, to the inclusion of the Non-District Land in the District subject to and pursuant to the terms of this Agreement.

1.2 Full Satisfaction. The consents contained in this Agreement and in the Consent Resolution are given by the City in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, without limitation, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General.

1.3 Consent Resolutions; Other Documents. The City agrees to adopt such further resolutions and execute such further documents as may reasonably be requested by Landowner, the District, or any governmental agency or political subdivision having jurisdiction over the District, to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

## ARTICLE II EMERGENCY SERVICES

2.1 Emergency Services. Subject to the provisions set forth herein-below, the City will provide fire protection, "first responder" services, emergency medical services, and police services (collectively referred to as "Emergency Services") to the District in the same manner and to the same extent it provides Emergency Services within the City and in accordance with this Agreement. The City's Volunteer Fire Department (and its successor, if any) shall provide fire-protection services, emergency medical services, and "first responder" services to and within the District in the same manner and to the same extent it provides and would provide said services within the City. The City shall also provide police services to and within the District including regular patrolling, as determined necessary by City in its reasonable discretion, and enforcement of jurisdictional laws, land use regulations, and building codes, in the same manner and to the same extent it provides and would provide such police services within the City. It is specifically understood that the City lacks the authority to enforce certain of its ordinances outside the City's corporate limits and that such ordinances, which are so restricted by the City's jurisdictional limits, will not be enforced within the District for so long as the District remains outside the City's corporate limits, save and except as provided otherwise in this Agreement. The District will adopt regulations through the County Commissioners Court granting ability for City to enforce such ordinances within the District. It is also understood that the prosecution of any Class C misdemeanors must be pursued through the appropriate Justice of the Peace precinct rather than the City's municipal court. With respect to ambulance services, the City participates in an interlocal cooperation agreement with Collin County whereby the City pays a percentage of the cost for ambulance service plus run fees ("Ambulance Agreement"). In the event the City's proportionate share of the cost for ambulance service and/or run fees under the Ambulance Agreement is increased to offset the impacts generated by the District, the provision of ambulance service to the District through such Ambulance Agreement shall be considered the provision of ambulance services by the City to the District and the increased costs to the City associated with the provision of such ambulance services shall be included within the definition of "Emergency Services" as defined herein-above and applied herein-below. Furthermore, in the event the City, at some date in the future, provides ambulance services to the District by or through some other agreement, methodology, or mechanism the provision of such ambulance services shall be included within the definition of "Emergency Services" as defined herein-above and applied herein-below.

2.2 Cost of Emergency Services. Landowner or District shall pay for such Emergency Services, as follows:

(a) Landowner, on behalf of the District, or District shall deposit the initial amount of Five Thousand and Zero/One Hundredths Dollars (\$5,000.00) with the City as security for payment of the costs and expenses, including "Additional Expenses" (defined below), incurred by City to provide Emergency Services to the District (the "Deposit"). Such Deposit shall be paid to City within 30 days from the Effective Date of this Agreement, and in any event no later than the date on which the first permit is issued to Landowner or District for any development activity to be performed on the Property. The amount of the Deposit shall be evaluated on an annual basis and shall be increased, as



necessary, to an amount equal to the average quarterly payment for Emergency Services and Additional Expenses (defined below) billed by City to Landowner or District during the immediately preceding year.

(b) On a quarterly basis, Landowner, on behalf of the District, or District shall pay its proportionate share of the City's total documented costs of providing Emergency Services for such quarterly period based on the proportion of the number of water meter connections ("Connections") within the District to the total number of Connections within the City's corporate limits and the District (the "District Share"). More particularly, the District Share shall be calculated as follows:

$$\text{Payment} = \text{City Cost} \times \frac{\text{\# of District Connections}}{(\text{\# of City Connects} + \text{\# of District Connects})}$$

For purposes of this Agreement, the quarterly periods shall end on December 31, March 31, June 30, and September 30 of each year.

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

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

(e) If Landowner, on behalf of District, or District fails or refuses to timely make payment of the District Share and/or Additional Expenses, City shall be authorized to deduct such amount(s) from the Deposit and apply such funds to the payment of the District Share and/or Additional Expenses. Landowner, on behalf of District, or District shall thereafter have 45 days to restore the Deposit to its full amount and pay any additional amounts then due and owing to the City. If Landowner, on behalf of District, or District fails or refuses to so restore the Deposit and pay any additional amounts then due and owing

to City, the City may in its sole discretion and without liability therefore cease providing unfunded or underfunded Emergency Services to the District.

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

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

(h) The District, within 180 days of the execution of this Agreement, shall enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement") under which the District agrees to be responsible for the payments required under this Section. District and the City acknowledge that in the event of execution of an Interlocal Agreement, all police services provided hereunder shall be provided in accordance and compliance with Section 49.216 of the Texas Water Code upon the installation of the 10<sup>th</sup> water meter in the District. The Parties additionally agree that the Landowner and District shall complete all state requirements related to the provision of fire-protection services under this Agreement.

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

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

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

2.3 Site for Emergency Services. Contemporaneously with the filing of a final plat for the first phase of development of the Property, Landowner will convey to the City a site that is at least two (2) acres in size situated within the District which is reasonably acceptable to the City for use as a site for basing Emergency Services to serve the District ("Emergency Services Site"). The location of the Emergency Services Site is subject to the actual phasing of development by Landowner, and Landowner or District shall be responsible for all public infrastructure costs

related to the extension of adequate public facilities necessary to serve the Emergency Services Site. The Landowner and District are not responsible for any capital costs related to the construction of improvements within the Emergency Services Site.

### ARTICLE III WASTEWATER FACILITIES

#### 3.1 Wastewater Treatment Plant.

(a) The Parties acknowledge that within 60 days from the Effective Date of this Agreement, Landowner or District will complete the following actions:

1) Convey to the City, in fee simple and at no cost to the City, a ten-acre tract within the District for the construction of a wastewater treatment plant (the "Plant Site"); and

2) Convey to the City a twenty-foot (20') wide sanitary sewer easement upon and across the Property along the route identified by the City, at no cost to the City, that allows the City to connect the City's sanitary sewer system to the Plant Site free and clear of any conditions, limitations, and/or restrictions.

(b) The Parties acknowledge the City of Farmersville is named as permit holder for the TPDES Permit No. WQ0014778001 (the "Discharge Permit") and the City is authorized to treat and discharge wastes from the treatment plant to be constructed on the Plant Site. The District reserves the right to utilize up to the 500,000 gallons per day effluent discharge identified in the Discharge Permit. The City confirms and agrees that, as Discharge Permit holder and party to a Wastewater Regionalization Agreement dated March 26, 2009 by and between North Texas Municipal Water District, the City and Farmersville Investors, LP, predecessor-in-interest to Owner (the "WRA"), the conditions of the WRA have been satisfied, and the Study (as defined in the WRA) has been completed.

(c) The Parties agree that a Temporary Wastewater Treatment Plant will be needed to serve the first phases of development until the permanent plant is installed including the construction of the WWTP headworks to the 500,000 gpd volume for the Discharge Permit (the "Headworks") and leasing and installation of the package plant(s) (whether one or more, the "Package Plant") (all of which improvements are hereafter referred to collectively as the "Temporary WWTP").

1) Package plants may be installed in a phased manner in increments as little as 0.125 MGD.

2) City shall be solely responsible for phasing Package Plants in such a way as to provide capacity to facilitate development of the Property.

3) In no event shall a moratorium be placed on the ability to develop lots or sell, start, or close homes within the District based on insufficient capacity that arises solely as a result of City's improperly phasing Temporary WWTP expansions or connections to the Temporary WWTP. In such event, District will be permitted to utilize pump & haul services at the sole cost of the District to ensure that the Property has a functional wastewater system.

(d) The District will notify the City when it deems that installation of the Temporary WWTP is necessary (the "Commencement Notice"); and, at such time the City will immediately begin design and construction of the headworks and negotiations of a lease agreement for the package plant.

(e) Within 60 days of receipt of the Commencement Notice, the City shall solicit bids from contractors for installation of the Headworks unless the District elects to assume construction duties for the Headworks.

1) If the City assumes construction duties for the Headworks:

- i. The City shall select the most qualified low-cost contractor subject to approval by District, such approval not to be unreasonably withheld.
- ii. At such time that the contract for the Headworks is awarded, the District shall post a Payment & Performance Bond, which bonds shall satisfy the requirements of Tex. Gov't Code Chapter 2253, in the amount of 100% of the contract value (the "Contract Value") as financial guarantee for the work.
- iii. The City shall submit invoices for progress payment of the Headworks to District no more frequently than once per month.
- iv. The District shall remit payment to City for each such payment application regarding the Headworks contract within 230 days of City's submission of each invoice for reimbursement.

2) If the District assumes construction duties for the Headworks, the District shall directly contract with the District selected contractor, shall pay all invoices related to the Headworks construction, and not be required to post a Payment & Performance Bond for the Contract Value thereof unless otherwise required of District by Texas law.

(f) Within 60 days of receipt of the Commencement Notice, the City shall enter into a lease agreement, which includes preventive maintenance, for the third-party Package Plant, the costs of which lease shall be paid by District. The terms of the agreement shall be subject to approval by the District, such approval not to be unreasonably withheld.

(g) The City shall require City's contractor to complete the construction of the Temporary WWTP including the Headworks (to the extent that the City assumes construction duties of the Headworks) and Package Plant installation within 365 days of receipt of the Commencement Notice.

(h) Until the Property can connect to the Temporary WWTP, the District shall be allowed to utilize pump & haul services at the sole cost of the District to ensure that the Property has a functional wastewater system.

(i) If any milestones for City initiated processes are not achieved, the District may elect to exercise self-help and assume day-to-day construction responsibilities for construction of the Headworks and installation of the Package Plant.

(j) Upon completion and City's final acceptance of the Temporary WWTP:

1) The District shall be permitted to release the Payment & Performance Bonds if they were required to be posted.

2) The City shall be responsible for the daily operation of the Temporary WWTP related to waste water collection and treatment, including general operation expenses such as time and labor for operational personnel.

3) The costs associated with the design, lease, capital, installation, disposal, repair, removal, and any necessary remediation of the Package Plant (the "Package Plant Costs") shall be the responsibility of all parties contributing wastewater to the Package Plant.

4) The City shall submit invoices to District for its pro-rata share of the Package Plant Costs no more frequently than once per month, and the District shall remit payment therefor to City within 30 days of receipt of any invoice. The District's pro-rata share of the Package Plant Cost shall be defined as the number of single-family equivalent units being contributed by the District at the time of connection to the Temporary WWTP divided by the total number of single-family equivalent units being contributed to the Temporary WWTP at the time of connection to the Temporary WWTP (the "District Package Plant Pro-Rata Share")

5) The District shall remit to the City the amount of \$3.5 Million less the Contract Value as repayment for the engineering cost incurred by the City. The total \$3.5 Million shall be considered the "Initial District Investment".

(k) The City plans to cause a permanent wastewater treatment plant (the "WWTP") to be constructed on the Plant Site to treat wastewater flows generated by the District of approximately 500,000 gpd upon final build-out (the "District Capacity") and to treat wastewater flows generated by the City and other users in the region with which the City is associated (collectively the "City Capacity"). The City agrees that the District Capacity may be adjusted, as necessary, to meet the ongoing needs of the District up to

500,000 gpd at final build-out, and any improvements to the WWTP necessary to treat the District Capacity and the City Capacity beyond the amounts identified in this Agreement shall be at the sole cost and expense of the City, including cost overruns, subject to then available City funds. The WWTP shall be constructed according to the construction plans prepared by Kimley Horn & Associates dated TBD, as well as the Official Opinion of Probable Cost attached as Exhibit "F".

(1) The City will make the decision to start planning and constructing the WWTP at such time as the District's and other contributing entity's (if necessary) combined predicted 500,000 gallon/day need date matches the predicted planning and construction start date for the WWTP. At the time the City makes the decision to proceed forward with the WWTP, the City shall obtain a revised Official Opinion of Probable Construction Cost based on the actual contract value for the construction of a WWTP with an initial capacity of 500,000 gpd and including the cost of the Headworks and engineering expenses incurred to date but excluding any contingency (the "Revised OPCC"). The City shall assume construction management duties for the WWTP construction. At least thirty (30) days prior to construction commencement for the WWTP, the District shall contribute the District's pro-rata share of the amount equal to the Revised OPCC less the sum of the Initial District Investment and the Wastewater Capital Recovery Fees (the "District Balloon Payment"). The District's pro-rata share of the WWTP shall be defined as the number of single-family equivalent units being contributed by the District to the WWTP divided by the total number of single-family equivalent units being contributed to the WWTP by all parties at the time of WWTP construction (the District WWTP Pro-Rata Share). Other expansions of the permanent WWTP may be necessary if other entities are contributing to the overall capacity of the permanent WWTP. At such time, the District will contribute to the City an amount using the process shown above until the District's ultimate capacity is achieved. Upon payment of the District Balloon Payment for the District's ultimate capacity, the District shall have no additional responsibility for the cost of capacity in the WWTP or expansions thereof, but capacity in the WWTP shall always be reserved for the District. It is specifically agreed and understood that such design and construction costs shall also mean and include: the clearing, grading and preparation of the Plant Site for construction; access to and from the Plant Site; the extension of necessary utilities to the Plant Site; any conditions imposed upon the Plant Site and WWTP by, through and under the Discharge Permit; and any and all other appurtenances to or arising out of or from any of the foregoing. Landowner and/or District shall also obtain or acquire and pay for all required easements and rights-of-ways and design, construct and pay for all internal sewer lines and all related appurtenances thereto as are necessary to convey wastewater from District customers through and across the Property to the WWTP (the "Wastewater Improvements") as development occurs within the Property. City shall pay for the complete design and all construction costs for that portion of the WWTP as is necessary to serve the City Capacity, whether designed and constructed in multiple phases or in one phase. With one (1) year notice, the Landowner or District has the option to pay the Balloon Payment owed to the City earlier than the time period described above. Upon receipt of payment, the City shall cause to construct the WWTP necessary to serve the District.

(m) Unless and until the Property is annexed into the City's corporate limits, no capital recovery fees shall be charged by the City against the Property other than the wastewater capital recovery fees (the "Wastewater Capital Recovery Fees") detailed in this Section (m). The Wastewater Capital Recovery Fees charged by the City shall be Two Thousand Eight Hundred Dollars (\$2,800) per single-family residential connection. All Wastewater Capital Recovery Fees applicable to individual single-family residential lots will be due and payable at the time building permits are issued for each single-family residential lot. District shall also be responsible for paying the City's then-current Wastewater Capital Recovery Fees for each connection to the Wastewater Improvements made by any commercial and/or multifamily use on the Property calculated on a single-family equivalency basis.

(n) The District shall not be entitled to more capacity than that amount of capacity for which the Landowner and/or District has paid City to design and construct toward the ultimate build-out of the District Capacity unless the City has previously designed and constructed one or more phases of the WWTP for City Capacity uses and the City has extra capacity in one or more of such phases and City agrees to sell to Landowner and/or District and Landowner and/or District agrees to purchase from City any or all of City's extra capacity. It is the City's obligation, regarding the Discharge Permit, to seek and obtain such further and additional permits as may be required by the TCEQ to expand the WWTP capacity beyond the currently permitted 500,000 gpd average daily flow as may be required to serve the demand of the District Capacity up to a maximum volume of 1,000,000 gpd and the City Capacity. If and when District's required capacity reaches and exceeds 1,000,000 gpd average daily flow, the District will be required to follow the City's usual processes to obtain additional capacity or negotiate a new agreement with City to accommodate any additional flows.

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

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

(q) After construction and dedication of the Wastewater Improvements to City, City shall be primarily responsible for the operation and maintenance of the WWTP and Wastewater Improvements (collectively the "Wastewater Facilities") whether such operation and maintenance is handled by City employees, contractors retained by City, or the North Texas Municipal Water District ("NTMWD") by and through an agreement with the City. City shall operate the Wastewater Facilities serving the District and will use the Wastewater Facilities to provide service to all customers within the District in accordance

with and subject to any and all applicable laws, ordinances, rules, regulations, policies or standards regarding the provision of sanitary sewer service by the City. The conveyance of the Wastewater Improvements is made to the City as further consideration for City's consent to and execution of this Agreement and City's acceptance of the responsibility to operate and maintain the Wastewater Facilities.

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

(s) The City shall at all times have the sole right to establish the retail rates for wastewater treatment services provided through the WWTP.

#### ARTICLE IV DEVELOPMENT OF THE PROPERTY

4.1 Governing Regulations. Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

(a) The Concept Plan consisting of Exhibit "G-1" through Exhibit "G-2," has been previously approved by the City Council (the "Concept Plan"), which Concept Plan is a development plan as provided in Section 212.172 of the Texas Local Government Code;

(b) The City's "Subdivision Ordinance" (i.e., currently Chapter 65 of the Farmersville Code), as may be amended from time to time, except as otherwise provided in the Special Regulations (the "Subdivision Regulations");

(c) The City's "Utilities" Ordinance (i.e., currently Chapter 74 of the Farmersville Code), as may be amended from time to time (the "Utilities Ordinance");

(d) The City's Building and Building Regulations Ordinance (i.e., currently Chapter 14 of the Farmersville Code), as may be amended from time to time (the "Building Codes");

(e) The special regulations set forth on Exhibit "H" (the "Development Regulations"), as may be amended from time to time;

(f) Record plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (the "Approved Plats");

(g) Revisions and exceptions to Development Regulations described in Section 4.5;

(h) State and Federal Requirements described in Section 4.7, including amendments allowed by Section 4.7;



- (i) The Development Process described in Article V;
- (j) The Development Charges described in Article VI, including amendments allowed by Article VI;
- (k) Fire and police services agreements entered into pursuant to this Agreement;
- (l) Ordinances enacted pursuant to Texas Local Government Code Section 217.001, *et seq.*; provided, however, so long as Landowner's performance is in compliance with the Development Agreement, the City cannot claim that such performance is a nuisance; and
- (m) The Public Infrastructure and Retail Utility Service provisions of Article VII.

Subject to the City's rights to amendment stated above, the Governing Regulations are exclusive, and no other present or future ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind shall apply to the development of the Property. Landowner acknowledges and agrees, however, that other ordinances of the City that do not regulate the development of the Property may be applied and enforced by the City to non-development activities within the Property. Landowner further acknowledges and agrees that any modifications to the Governing Regulations allowed by this Agreement constitute limited waivers of vested rights under Chapter 245, Texas Local Government Code, as amended

4.2 Concept Plan. The Concept Plan identifies "Planning Units," land uses, major streets, major drainage ways, location of sites for certain parks, schools and other present and proposed land uses. The Concept Plan was approved by the City Council on September 22, 2020 and may be amended from time to time with the approval of the City Council or as otherwise provided herein. The City Manager of the City has the authority to administratively approve any minor modifications to the lot layout or phasing that does not increase density or change the lot mix percentages as presented and further provided that acreages of land uses other than schools and parks do not increase or decrease more than ten percent (10%) and arterial and collector roadway alignments substantially conform to the alignments shown on the then-existing Concept Plan. The Concept Plan may be revised from time to time with the approval of Landowner, the City, and the owners of the portions of the Property within the area being revised or as otherwise provided in this section. If the Concept Plan is revised as provided in this section, the revised Concept Plan shall be an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City Secretary's Office.

4.3 Planning Unit GDP. When the first preliminary plat within a Planning Unit is submitted, such submittal shall be preceded or accompanied by a general development plan for the Planning Unit (a "Planning Unit GDP"). Each Planning Unit GDP will be prepared in accordance

with the general development plan requirements of the City and the Governing Regulations. Each Planning Unit GDP shall be reviewed by City staff to determine compliance with the Governing Regulations and, subject to the City Changes described in Section 4.4, shall be approved by the Planning and Zoning Commission if the Planning Unit GDP complies with the Governing Regulations. All preliminary plats within a Planning Unit shall be in substantial conformance with the approved Planning Unit GDP.

4.4 City Changes. Except for amendments to the Governing Regulations authorized by this Agreement, changes required by the City to, or conditions imposed by the City upon the approval of, any Planning Unit GDP, excluding changes or conditions that are necessary to comply with this Agreement (collectively, “City Changes”), must be reasonable, must be based on generally accepted planning principles, and must be provided to the applicant in writing. City Changes necessitated by issues of public safety are permitted regardless of whether they are necessary to comply with this Agreement and regardless of their impact on the Planning Unit GDP. City Changes that primarily affect the style, feel, look, theme, or aesthetics of the Planning Unit GDP may be recommended to the applicant; however, the applicant is not required to make such changes. City Changes to a Planning Unit GDP shall take into consideration the impact on lot count and shall avoid any reduction in lot count to the extent reasonably possible. Nothing in this section shall impair the right of the City to require changes to any Planning Unit GDP that are necessary for compliance with this Agreement, regardless of impact on the Planning Unit GDP.

4.5 Development Regulation Revisions. The City Manager shall have the authority to administratively approve the following “minor revisions” to the Development Regulations: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; (iii) an increase in lot coverage of five percent (5%) or less; and (iv) a reduction in off-street parking of five percent (5%) or less. The City Council may further authorize exceptions to strict compliance with the Development Regulations when Landowner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception does not materially and adversely affect the quality of development.

4.6 Building Code Amendments. The City shall have the right to amend the Building Codes, from time to time, to include changes, including local amendments to the Building Codes, that have been adopted by the City Council for uniform application throughout the corporate limits of the City.

4.7 State and Federal Requirements. Development of the Property shall also be subject to ordinances that the City is required to adopt, from time to time, by state or federal law. Notwithstanding the foregoing, however, nothing in this section constitutes a waiver of Landowner’s right to claim that a City ordinance required by state or federal law: (i) does not apply to the Property based on the “vested rights” of Landowner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, of the Texas Local Government Code; (ii) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (iii) constitutes an illegal exaction or a “taking” without just compensation.

4.8 1445 Agreement. The City covenants, represents and warrants to Landowner that, with respect to the City-County Plat Approval Agreement, dated March 25, 2002 (the "1445 Agreement"), between the City and the County, the City has been granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ. The City agrees that within 60 days of granting the ETJ Petition, it shall take all such actions as may be necessary (if any are, in fact, necessary), including amendment of the 1445 Agreement, to ensure that the exclusive regulatory jurisdiction granted the City under the 1445 Agreement will apply to the Property.

4.9 Conflicts.

(a) In the event a court of competent jurisdiction determines there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, then this Agreement shall control.

(b) In the event a court of competent jurisdiction determines there is a conflict between the Special Regulations and any of the other Governing Regulations, then the Special Regulations shall control.

(c) In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

ARTICLE V  
DEVELOPMENT PROCESS

5.1 Jurisdiction. Pursuant to the terms of the 1445 Agreement, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats (including Record Plats as such are defined in the Subdivision Ordinance), the design, construction, installation and inspection of Public Infrastructure, and the construction and occupancy of structures; and, that the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

5.2 Plat Approval. Subdivision of the Property shall require approval of preliminary and final plats (including Record Plats) by the City in accordance with the Governing Regulations and this Agreement.

(a) NOTWITHSTANDING THE FOREGOING, UNLESS EXPRESSLY WAIVED BY THE CITY AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.23, IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE PROPERTY THAT NONE OF THE DEFAULTS DESCRIBED IN THIS SECTION 5.2(a) SHALL EXIST AS OF THE FILING DATES FOR SUCH APPLICATIONS. THE EXISTENCE OF ANY OF SUCH DEFAULTS SHALL NOT, HOWEVER, AFFECT IN ANY WAY

THE OBLIGATION OF THE CITY TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY PLATS (INCLUDING THEREAFTER THE FILING AND PROCESSING OF THE CORRESPONDING FINAL PLATS AND RECORD PLATS) THAT WERE FILED PRIOR TO THE OCCURRENCE OF SUCH DEFAULTS.

1) There shall not be a Default with respect to the obligation to pay the Park Fee to supplement the City's park and recreation facilities within the Property as required by this Agreement.

2) There shall not be a Default with respect to the obligation to provide police services as required by this Agreement.

3) There shall not be a Default with respect to the obligation to provide fire service to the Property as required by this Agreement.

(b) NOTWITHSTANDING THE FOREGOING, UNLESS EXPRESSLY WAIVED BY THE CITY, IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE PROPERTY WITHIN A PLANNING UNIT THAT NONE OF THE DEFAULTS DESCRIBED IN THIS SECTION 5.2(b) SHALL EXIST WITHIN THE PLANNING UNIT AS OF THE FILING DATES FOR SUCH APPLICATIONS. THE EXISTENCE OF ANY OF SUCH DEFAULTS WITHIN A PLANNING UNIT SHALL NOT, HOWEVER, AFFECT IN ANY WAY THE OBLIGATION OF THE CITY TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY PLATS AND FINAL PLATS WITHIN THE PLANNING UNIT THAT WERE FILED PRIOR TO THE OCCURRENCE OF SUCH DEFAULTS OR TO CONTINUE TO PROCESS APPLICATIONS FOR PRELIMINARY AND FINAL PLATS FILED IN ANY OTHER PLANNING UNIT.

1) There shall not be a Default within the Planning Unit with respect to the obligation to maintain drainage Public Infrastructure as required by this Agreement.

2) There shall not be a Default within the Planning Unit with respect to the obligation to provide Neighborhood Parks as required by this Agreement.

(c) Public Infrastructure Inspections. Public Infrastructure shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City. All Public Infrastructure shall be constructed and installed in compliance with the Governing Regulations and all inspections of the sanitary sewer, roadway and storm sewer drainage infrastructure shall be performed by the City. Inspections shall be paid for by the Landowner or District. Upon the City's inspection for the Public Infrastructure a determination shall be rendered that the Public Infrastructure has been constructed and installed in compliance with all applicable regulations, the City Certified Inspector or

Water Certified Inspector shall issue a certificate of substantial completion to Landowner and/or District evidencing such compliance. To the extent reasonably possible, City inspections shall comply with TCEQ bond submittal requirements.

(d) Building Permits. No permanent structure (as such term may be defined, from time to time, by the District, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy; a "Structure") shall be constructed unless a building permit has been issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Regulations. Except for model homes built in conformity to the Development Regulations, no building permit shall be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits shall be issued for model homes prior to the recordation of a final plat only if water capacity for basic fire services to serve the model homes is available; however, no model home may be sold to any end buyer of a fully developed and improved lot within the Property ("End Buyer") until a final plat has been recorded. Building inspections and permits shall be through the administrative control of the City. No building permit may be issued to a builder who does not own land within the Property unless such builder agrees in writing to be bound by this Agreement and delivers a copy of such writing to the City Secretary. All inspections and building permits shall be paid to the City by the builder performing the work (or by the owner of the property on which the work is being performed).

5.3 Certificate of Occupancy. No Structure shall be occupied until a certificate of occupancy or a final green tag has been issued by the City certifying that the Structure has been constructed in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to, or occupied by, an End Buyer until a certificate of occupancy or final green tag has been issued. All certificates of occupancy and final green tags shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed).

5.4 Inspection Records and Reports. All inspection records for Public Infrastructure shall be available for copying by the District during normal business hours. The City shall provide to the District a copy of each Public Infrastructure inspection report within ten (10) days after the inspection is performed.

## ARTICLE VI DEVELOPMENT CHARGES

6.1 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and record plat review and approval process (the "Plat Review Fees") according to the Master Fee Schedule adopted by the City Council, as amended, and in effect on the date of submittal of each plat application. The Master Fee Schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

6.2 Plan Review Fees. Development of the Property shall be subject to payment to the City of the fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the Master Fee Schedule adopted by the City Council, as amended, and in effect on the date of submittal of each set of plans and specifications. The Master Fee Schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

6.3 City Inspection Fees. Fees for City inspections shall not exceed those charged throughout the City ("Inspection Fees").

6.4 Impact Fees. In lieu of impact fees development of the Property will be subject to the payment to the City of the District WWTP Payment, together with any required adjustments thereto, and Wastewater Capital Recovery Fees necessitated by and attributable to the design, development and installation of the WWTP for the Property, as agreed upon and provided for in this Agreement, which fees and charges the Landowner, District and City agree are adopted and applied to the WWTP in compliance with Chapter 395 of the Texas Local Government Code and subject to the provisions set forth elsewhere in this Section 6.4. With the exception of the District WWTP Payment, together with any required adjustments thereto, and Wastewater Capital Recovery Fees, the City may not require the payment of any other impact fees or similar capital recovery fees, charges, or assessments of any kind in connection with the development of the Property unless authorized by the State and Federal Requirements or agreed to by the Parties in writing.

6.5 Fees. Except for Plat Review Fees, Plan Review Fees, Inspection Fees, District WWTP Payment (together with any required adjustments thereto), Wastewater Capital Recovery Fees, and other fees charged under the Governing Regulations that are uniformly applicable within the corporate limits of the City, no other fees or charges of any kind are due and payable to the City in connection with the Property.

## ARTICLE VII PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

7.1 Description of Public Infrastructure. This Section 7.1 generally describes the on-Property and off-Property Public Infrastructure which will be designed, constructed and installed as set forth herein and within the time periods or milestones set forth herein. The failure by the City to perform any of its obligations under this Section 7.1, in whole or in part, shall not be the basis for denial of any plat request by Landowner, and in the event of such failure, Landowner shall be permitted to continue development of the Property notwithstanding such failure.

(a) Public Improvements. 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 the Landowner or the District at no cost to City, in accordance with the Governing Regulations and as approved by the City's Engineer or City Manager or City Council, prior to issuance of any Certificate of Occupancy. Engineering studies, plan/profile sheets, and other construction documents shall be provided by the Landowner or the District at the time of platting as required by the

Subdivision Ordinance. Such plans shall be approved by City Manager or the City's Engineer or his agent prior to the issuance of a Development Permit.

(b) Thoroughfares. Landowner or the District shall dedicate, as a part of the Public Improvements and at no cost to City, 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. Landowner or the District 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.

(c) Utilities. The WWTP shall be designed, constructed, and funded as provided in Article III, hereinabove. Landowner or the District 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. Landowner or the District 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.

## 7.2 Operation of the Public Infrastructure.

(a) If dedicated to and accepted by the City, the City shall at all times maintain the Public Infrastructure accepted by the City, or cause such Public Infrastructure to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. To the extent the City accepts and utilizes the sewer Public Infrastructure, the City shall operate the sewer Public Infrastructure serving the Property and will use the Public Infrastructure to provide service to all customers within the Property in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, policies or standards regarding the provision of sanitary sewer service by the City.

(b) To the extent none of the City, the County or the State accepts the potable drinking water Public Infrastructure within the Property, such the potable drinking water Public Infrastructure shall be maintained by the District in good condition and working order, ordinary wear and tear excepted.

(c) To the extent none of the City, the County or the State accepts roadway Public Infrastructure within the Property, then such roadway Public Infrastructure shall be maintained to standard City maintenance standards by the District in good condition and working order, ordinary wear and tear excepted.

(d) To the extent none of the City, the County or the State accepts drainage Public Infrastructure within the Property, such drainage Public Infrastructure shall be maintained by the District in good condition and working order, ordinary wear and tear excepted.

7.3 Retail Water Provider. The Landowner and the District are contracting with a third-party vendor to obtain uniform retail water service to the Property that will provide for all necessary domestic flows as well as the fire flows required by the Governing Regulations.

7.4 Retail Sewer Provider. The City is the retail sewer provider to the Property sufficient to provide capacity in an amount equal to at least 500,000 gpd provided Landowner or District constructs adequate sewer Public Infrastructure under this Agreement. Retail customers within the Property shall pay the applicable sewer rates for customers outside the city limits. The City agrees to take, and to cooperate with the Landowner and the District in taking, such actions as may be necessary or desirable to Landowner or the District to ensure uninterrupted, equitable and uniform retail sewer service by the City as the retail sewer provider to the Property. The City agrees not to take any action or to permit any action to be taken which would have a material adverse effect on uninterrupted, equitable and uniform retail sewer service by the City as the retail sewer provider to the Property. The City covenants, represents and warrants to Landowner and the District that: the Sewer Contract is in full force and effect; the City is not in default nor are there circumstances in which, with the giving of Notice or passage of time, the City would be in default under the Sewer Contract; and with respect to the Property, the City will take no action with respect to the Sewer Contract to terminate, amend or modify same without the consent of Landowner and the District.

## ARTICLE VIII ANNEXATION

8.1 Immunity from Full Purpose Annexation. The Property shall remain in the ETJ of the City and be immune from full purpose annexation by the City until such time that Landowner has received one hundred percent (100%) of all reimbursables due to Landowner by the District for completion of facilities to serve full development of the District, as confirmed by the financial advisor to the District. Landowner hereby consents to the full purpose annexation of the Property by the City upon the occurrence of Landowner's receipt of one hundred percent (100%) of all reimbursables due to Landowner by the District. Notwithstanding the foregoing, should any part or portion of the Property be developed in phases within the City's ETJ, the City shall have the right and ability to annex any phase of the Property for full-purpose annexation at such time as Landowner has received one hundred percent (100%) of all reimbursable costs and expenses due to Landowner from the District for that particular phase of development.

8.2 Consent to Annexation. **LANDOWNER AND ALL FUTURE LANDOWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND FUTURE DEVELOPERS OF THE PROPERTY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION UNDER STATE LAW OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS, ELECTIONS, AND PROTESTS TO SUCH**



**ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF LANDOWNER AND ALL FUTURE LANDOWNERS AND FUTURE DEVELOPERS FOR FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT AND SPECIFICALLY THE RESTRICTIONS IN SECTION 4.1 OF THIS AGREEMENT.**

8.3 Limited Purpose Annexation. Landowner agrees that the City shall have the right to annex those areas of the Property that are intended for commercial and/or development for the sole and limited purpose of allowing the City to impose sales and use taxes within the boundaries of such commercial and/or retail areas to the extent permitted by State law, and such sales and use tax revenue with the District shall be utilized to offset the cost of Emergency Services to serve the District. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement, pursuant to Section 43.0751 of the Texas Local Government Code. No limited purpose annexation pursuant to a strategic partnership agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the City for the purposes of this Agreement until the conditions of Section 8.1 are met.

ARTICLE IX  
TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a term of thirty (30) years from the Effective Date.

ARTICLE X  
ASSIGNMENT OF AGREEMENT

Neither Party hereto shall, without the prior written consent of the other Party hereto, assign this Agreement or any interest herein except that, upon written notice to the City, Landowner may: (i) assign all or any portion of its rights and obligations to an "affiliate" of Landowner, or (ii) assign all or any portion of its rights and obligations hereunder regarding a portion of the Property to a party ("Purchaser") purchasing such land ("Purchaser's Land") upon Purchaser's written acknowledgment of its duty to be bound by the terms of this Agreement as it relates to the development of Purchaser's Land and releasing Landowner from its obligations hereunder.

ARTICLE XI  
MISCELLANEOUS PROVISIONS

11.1 Default; Remedies. Neither Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by the other Party and (ii) the noticed Party has had a reasonable period of time to cure the alleged failure (taking into consideration the nature and extent of the alleged failure, but in no event less than thirty (30) days after the notice is given). If a Party is in default under this Agreement, the exclusive remedies of the non-defaulting Party shall be injunctive relief, mandamus, or specific performance specifying the actions to be taken by or prohibited of the

defaulting Party and the actions, if any, permitted to be taken by the non-defaulting Party to remedy the default. Such relief shall be directed solely to the failed obligation and the defaulting Party shall not address or include any activity or actions not directly related to the failed obligation.

11.2 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement by the City shall be evidenced by an ordinance or resolution adopted by the governing body or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the City. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

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

To the Landowner: Attn: Tommy Cansler  
Lakehaven Farmersville, LLC  
3930 Glade Road, Suite 108-322  
Colleyville, Texas 76034

To the District: c/o Coats Rose, P.C.  
Attn: Mindy L. Koehne  
14755 Preston Road, Suite 600  
Dallas, Texas 75254

To the City: Mr. Benjamin L. White, P.E.  
City Manager  
City of Farmersville, Texas  
205 S. Main St.  
Farmersville, TX 75442

With a copy to: Alan Lathrom  
Brown & Hofmeister, L.L.P.  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75082

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

11.4 Force Majeure. In the event either Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the City and/or the Property, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, and significant variations from normal weather conditions reasonably expected during the period in question, and any other events or circumstances that are not within the control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. "Force majeure" shall not mean or refer to (i) governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement or, (ii) any change in market conditions or the economy that slows down or impairs development of the Property (unless such change is a direct result of one of the conditions listed above as being an event of "force majeure"). Notwithstanding the occurrence of any force majeure events the term of this Agreement shall not be extended beyond thirty (30) years.

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

11.6 Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto acknowledge that each has entered into this Agreement willingly and that each Party has equal bargaining powers. Neither Party has been coerced or has acted under duress. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the District or upon obtaining an ownership interest in any part of property within the District shall be deemed to be a "Landowner" and have all the rights and obligations of Landowner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

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

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

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

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

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

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

11.13 No Waiver. No consent or waiver, expressed or implied, by either Party to this Agreement to or of any default of any covenant or provision hereof by either Party shall be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

11.14 Enforceability.

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

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

(c) In the event it is necessary for either Party to retain an attorney or attorneys to enforce any term or condition of this Agreement against the other Party, said defaulting Party shall pay all costs or expenses, including reasonable attorneys' fees incurred in connection therewith upon final settlement, by agreement, or upon a judgment.

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

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

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

11.18 Vested Rights. Except as provided in this section, Landowner does not, by entering into this Agreement, waive (and Landowner expressly reserves) any right that Landowner may now or hereafter have with respect to any claim: (i) of “vested” or “protected” development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (ii) that an action by the City constitutes a “taking” or inverse condemnation of all or any portion of the Property, (in either event, a “Claim”). Notwithstanding the foregoing, Landowner does waive any such property rights and Claims to the extent they are based on an action taken by the City under the authority of this Agreement (excluding, however, any action taken by the City that constitutes a Default under this Agreement). The City may amend any Governing Regulation as provided in this Agreement and apply such amendments to the Property unless otherwise stated in this Agreement.

11.19 Binding Obligation; Estoppel.

(a) The Property: Subject to the limitations and release provisions contained in this section, this Agreement binds and constitutes a covenant running with the Property. This Agreement shall be recorded in the Deed Records of Collin County, Texas after its execution. As required by Section 212.172(f) of the Texas Local Government Code, subject to the provisions of Article IV herein: (i) this Agreement is binding on the City and Landowner and on their respective successors and assigns for the term of this Agreement; however (ii) this Agreement is not binding on, and does not create any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property. For purposes of this Agreement, the City and Landowner agree that the term “end-buyer” means any owner, lessee, or occupant; and that the term “fully developed and improved lot” means any lot, regardless of proposed use, for which the City has approved a final plat. The City and Landowner further agree that this Agreement shall not be binding on any property (whether or not platted) used or intended to be used for a church, school, police/fire/EMS facility, library, public park, public community center, or any other public use.

(b) Estoppel Certificates. From time to time, upon written request by Landowner and at Landowner's cost, the City Manager of the City will execute a written estoppel certificate identifying any obligations of a Party under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Landowner is in compliance with its duties and obligations under this Agreement.

11.20 Merger. This Agreement embodies the entire understanding between the Parties and there are no representations, warranties, or agreements between the Parties covering the subject matter of this Agreement.

11.21 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

11.22 Authority. By executing below, the City and Landowner agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members. In particular, the Parties intend that this Agreement shall constitute an agreement entered into pursuant to the authority of Subchapter G, Chapter 212, Texas Local Government Code.

11.23 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions; provided however, the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

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

CITY OF FARMERSVILLE, TEXAS

By: \_\_\_\_\_  
BRYON WIEBOLD  
Mayor

ATTEST:

[CITY SEAL]

By: \_\_\_\_\_  
SANDRA GREEN, TRMC  
City Secretary

THE STATE OF TEXAS           §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by BRYON WIEBOLD, in his capacity as the Mayor of the City of Farmersville, Texas, on behalf of the City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

LAKEHAVEN FARMERSVILLE, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of LAKEHAVEN FARMERSVILLE LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

LAKEHAVEN MUNICIPAL UTILITY DISTRICT  
OF COLLIN COUNTY, a Texas Utility District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_, \_\_\_\_\_ of LAKEHAVEN MUNICIPAL UTILITY  
DISTRICT OF COLLIN COUNTY, a Texas Utility District, on behalf of said utility district.



## EXHIBIT "A"

### Metes and Bounds Description of the Approximately 453.259 Acre Parent Tract

#### Tract 445.770 Acres Description

BEING 445.770 acres of land situated in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas and being part of a called 471.086 acre tract of land described in a Deed to Lakehaven Farmersville, LLC, recorded as Instrument No. 20190719000850840 of the Deed Records of Collin County, Texas (DRCCT) and this tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod found for corner at the northwest corner of said 471.086 acre tract common to the northeast corner of a called 7.483 acre tract of land described in a Deed to Owot E. Owot & wife, Inyang Owot, recorded as Instrument No. 20141203001317300 (DRCCT) and the southeast corner of a called 17.326 acre tract of land described as Tract 1 in a Deed to James F. Holliman & Lellani Holliman, recorded in Volume 4623, Page 694 (DRCCT);

THENCE North 89°48'16" East, along the north line of said 471.086 acre tract, a distance of 3436.93 feet, to a point for corner at the northeast corner thereof and being in the west line of a called 6.727 acre tract described in a Deed to Jessica N. Sayre, recorded as Instrument No. 20180522000623970 (DRCCT), near the center of County Road 551, from which a 5/8" iron rod with a yellow cap, stamped "RPLS 3963" set for reference bears South 88°16'37" West a distance of 13.85 feet;

THENCE South 00°09'32" West, along and near the center of said County Road 551 and with an east line of said 471.086 acre tract and the west lines of said 6.727 acre tract, a called 79.862 acre tract described in a Deed to Cecilia M. Lafon, Trustee, a called 28.532 acre tract described in a Deed to Jack Hendricks, a 28.521 acre tract of land described in a Deed to Issa Ismail, and a tract of land described in a Deed to Ibrahim Alkam, recorded in Volume 5818, Page 1656 (DRCCT), Volume 2832, Page 917 (DRCCT), Volume 2832, 915 (DRCCT), and as Instrument No. 20140214000140310 (DRCCT), respectively, a distance of 2465.00 feet, to a 5/8" iron rod with a yellow cap found for an exterior ell corner of said 471.016 acre tract;

THENCE South 89°48'42" West, along a south line of said 471.086 acre tract common to a north line of said Alkam tract, a distance of 222.48 feet, to a 5/8" iron rod with a yellow cap found for at an interior ell corner of said 471.016 acre tract common to the northwest corner of said Alkam tract and being near the center of said County Road 551;

THENCE South 00°04'34" West, along and near a barbed wire fence and with an east line of said 471.086 acre tract common to the west lines of said Alkam tract and a called 33.183 acre tract described in a Deed to Frank H. Moore, Jr., recorded in Volume 5518, Page 3839 (DRCCT), a distance of 2193.72 feet, to a 1/2" iron rod found for corner at an interior ell corner of said 471.016 acre tract common to the southwest corner of said 33.183 acre tract;

THENCE North 87°58'19" East, along and near a barbed wire fence and with a north line of said 471.086 acre tract common to the south line of said 33.183 acre tract, a distance of 1897.42 feet, to a point for corner near the base of a 10" wooden fence post at the most eastern northeast corner of said 471.016 acre tract common to the northwest corner of a called 9.99 acre tract described in a Deed to Frank H. Moore, Jr., recorded as Instrument No. 1997060400043989 (DRCCT);

THENCE South 01°43'10" West, along the a east line of said 471.086 acre tract common to the west line of said 9.99 acre tract, a distance of 733.83 feet, to a 5/8" iron rod with a yellow cap, found for corner in the northwest right-of-way line of County Road 550 (a variable width right-of-way) at an exterior ell corner of said 471.016 acre tract common to the southwest corner of said 9.99 acre tract;

THENCE in a southwesterly direction along southeast lines of said 471.086 acre tract common to northwest right-of-way lines of said County Road 550, the following courses:

South 56°44'16" West, a distance of 469.39 feet, to a 5/8" iron rod with a yellow cap, stamped "RPLS 3963" set for corner at the beginning of a non-tangent curve to the left, having a radius of 613.00 feet, and a chord which bears South 36°40'45" West a distance of 371.46 feet;

In a southwesterly direction along said curve to the left, having a central angle of 35°16'26", a distance of 377.39 feet, to a 5/8" iron rod with a yellow cap, stamped "RPLS 3963" set for corner;

South 18°47'48" West, a distance of 408.47 feet, to a concrete monument with an aluminum disc found for corner at an exterior corner thereof common to the northeast corner of a called 13.17 acre tract of land described in a Deed to James A. Martin & Shirley J. Martin, recorded in Volume 1856, Page 567 (DRCCT);

THENCE along the common boundary lines of said 471.086 acre tract and said 13.17 acre tract, the following courses:

South 89°35'38" West, a distance of 1000.06 feet, to a 5/8" iron rod found for corner;

North 21°31'34" West, a distance of 400.47 feet, to a concrete monument with an aluminum disc found for a corner thereof;

South 01°08'15" West, a distance of 500.06 feet, to a concrete monument with an aluminum disc found for a common corner thereof

THENCE South 88°46'23" West, traversing across said 471.086 acre tract a distance of 435.48 feet, to a 5/8" iron rod with a yellow cap, stamped "RPLS 3963" set for corner in a west line thereof;

THENCE North 01°13'37" West, along and near a barbed wire fence and said west line, a distance of 847.90 feet, to a 1/2" iron rod found for corner at an angle point thereof;

THENCE North 02°52'33" West, along and near a barbed wire fence and said west line of 471.086 acre tract, a distance of 71.45 feet, to a point for corner at an interior ell corner of said 471.016 acre tract, from which a 1/2" iron rod found for reference at the northeast corner of said Elm Creek Estates Addition bears North 89°51'01" West a distance of 5.70 feet;

THENCE North 88°51'01" West, along and near a barbed wire fence and with a south line of said 471.086 acre tract and the north line of said Addition, a distance of 1067.24 feet, to a 1" iron pipe found inside a 2" iron pipe at an angle point thereof;

THENCE North 89°12'36" West, along and near a barbed wire fence and with a south line of said 471.086 acre tract common to the north line of said Elm Creek Estates and a tract of land described as Tract 4B in

a Deed to Camille Reagan, recorded in Volume 5680, Page 2201 (DRCCT), a distance of 1093.04 feet, to a 5/8" iron rod with a yellow cap found for corner in an east line of a tract of land described in a Deed to James Reynolds Costabile, recorded as 20181116001419060 (DRCCT) at a southwest corner of said 471.016 acre tract;

THENCE North 00°14'57" East, along a west line of said 471.086 acre tract common to the east line of said Costabile tracts and a tract of land described as First Tract in a Deed to Patricia Jane Eaves, recorded in Volume 1483, Page 382 (DRCCT), a distance of 2980.76 feet, to a 3/8" iron rod found at a common corner thereof near the center of said County Road 551;

THENCE South 89°54'45" West, along and near the center of said County Road 551 and with a south line of said 471.086 acre tract common to the north line of said First Tract, a distance of 569.84 feet, to a 5/8" iron rod found for corner at an exterior ell corner of said 471.016 acre tract;

THENCE North 00°02'50" West, along a west line of said 471.086 acre tract, a distance of 2464.53 feet, to THE POINT OF BEGINNING and containing 19,417,736 square feet, or 445.770 acres of land.

Hendricks Tract 1 3.745 Acre

BEING 3.745 acres of land situated in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas and being part of a called 28.532 acre tract of land described in a Deed to Jack Hendricks, recorded in Volume 2832, Page 917, Deed Records of Collin County, Texas (DRCCT) and this tract being more particularly described as follows:

BEGINNING at a 1" solid iron rod found for corner in the west right-of-way line of State Highway No 78 (variable width ROW), at the southeast corner of said 28.532 acre tract, common to the northeast corner of a called 28.521 acre tract described in a Deed to Issa Ismail, recorded in Volume 2832, Page 915, (DRCCT);

THENCE S 88 degrees 39 minutes 27 seconds W, along the common line of last mentioned tracts, a distance of 2635.18 feet, to a 5/8" iron rod found for corner at the common west corner thereof, and being in the east line of County Road No.551;

THENCE N 00 degrees 21 minutes 06 seconds E, along the easterly line of said County Road and the west line of said 28.532 acre tract, a distance of 60.03 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner;

THENCE N 88 degrees 39 minutes 27 seconds E, a distance of 2535.32 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner;

THENCE N 44 degrees 34 minutes 25 seconds E, a distance of 143.66 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner in the west line right-of-way line of said Highway 78 and the east line of said 28.532 acre tract;

THENCE S 00 degrees 29 minutes 23 seconds W, along the common line of said right-of-way and said tract, a distance of 160.03 feet, to the POINT OF BEGINNING and containing 163,115 Square Feet or 3.745 Acres of land.

Ismail Tract 2 3.744 Acres

BEING 3.744 acres of land situated in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas and being part of a called 28.521 acre tract of land described in a Deed to Issa Ismail, recorded in Volume 2832, Page 915, Deed Records of Collin County Texas (DRCCT), and this tract being more particularly described as follows:

BEGINNING at a 1" solid iron rod found for corner in the west right-of-way line of State Highway No. 78 (variable width ROW), at the northeast corner of said 28.521 acre tract, common to the southeast corner of a 28.532 acre tract of land described in a Deed to Jack Hendricks, recorded in Volume 2832, Page 917, (DRCCT);

THENCE S 00 degrees 29 minutes 23 seconds W, along the west line of said right-of-way and east line of said tract, a distance of 160.03 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner;

THENCE N 45 degrees 25 minutes 35 seconds W, a distance of 139.14 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner;

THENCE S 88 degrees 39 minutes 27 seconds W, a distance of 2535.03 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner in the west line of said 28.251 acre tract and being in the east line of County Road No. 551;

THENCE N 00 degrees 21 minutes 06 seconds E, along the easterly line of said County Road and the west line of said tract a distance of 60.03 feet, to a 5/8" iron rod found for corner at the northwest corner thereof, common to the southwest corner of said 28.532 acre tract;

THENCE N 88 degrees 39 minutes 27 seconds E, along the common line of last mentioned tracts, a distance of 2635.18 feet, to the POINT OF BEGINNING and containing 163,101 Square Feet or 3.744 Acres of land.

EXHIBIT “B”

Boundary Map Depicting the Approximately 453.259 Acre Parent Tract





## EXHIBIT "C"

### Metes and Bounds Description of the Approximately 375.9 Acre District

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

**BEGINNING** at the northwest corner of said 471.016 acre tract;

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

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

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

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

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


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

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

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

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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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



January 19, 2011  
F:\LEGALS\2008\08032\375.9Ac Political Boundary.doc



Boundary Map Depicting the Approximately 375.9 Acre District



EXHIBIT “E”

City Consent Resolution

**CITY OF FARMERSVILLE  
RESOLUTION #R-202\_-\_-\_-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FARMERSVILLE, TEXAS CONSENTING TO THE ADDITION OF  
APPROXIMATELY 77.359 ACRES OF LAND INTO LAKEHAVEN  
MUNICIPAL UTILITY DISTRICT OF COLLIN COUNTY**

**WHEREAS**, on \_\_\_\_\_, 2021, the City of Farmersville, Texas (the “City”) received the Petition for Consent to Annexation of Land into Lakehaven Municipal Utility District of Collin County (the “Petition”) executed by Lakehaven Farmersville, LLC (the “Petitioner”), attached hereto as Exhibit “A”; and

**WHEREAS**, the Petition seeks to add approximately 77.359 of land in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas, that is more particularly described in said Petition (the “Non-District Land”) to the approximately 375.9 acres of land in the Elijah B. Reed Survey, Abstract No. 739, Collin County, Texas, that is already contained in the Lakehaven Municipal Utility District of Collin County (the “District”), the same being wholly located in the extraterritorial jurisdiction of the City; and

**WHEREAS**, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town or village; and

**WHEREAS**, the City Council of the City is not opposed to the annexation of the Non-District Land into the District, and therefore desires to adopt a Resolution for the purpose of consenting to the addition of the Non-District Land to the District.

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

**Section 1.** The facts set out in the preamble are true and correct and are incorporated herein for all purposes.

**Section 2.** The City Council hereby gives its written consent, pursuant to Section 42.0425 of the Texas Local Government Code, to the addition of the Non-District Land to the District.

**Section 3.** The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code Chapter 551, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon by the City Council. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof in accordance with the requirements of the Texas Open Meetings Act.

**DULY PASSED AND APPROVED**, by the City Council of the City of Farmersville, Texas on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
BRYON WIEBOLD, Mayor

ATTEST:

\_\_\_\_\_  
SANDRA GREEN, TRMC, City Secretary

(CITY SEAL)

EXHIBIT "A"

Petition for Consent to Annexation of Land into  
Lakehaven Municipal Utility District of Collin County

## EXHIBIT “F”

### Engineer’s Official Opinion of Probable Cost

# Opinion of Probable Construction Cost

Client: City of Farmersville	Construction of 0.5 MGD SBR As Designed	Use Temp. Plant and Impact Fees
Project: Wastewater Treatment Plant 3		
Date: 04/13/2021		

## Farmersville Wastewater Treatment Plant 3 OPCC

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$500,000	\$500,000				
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control Plan	1	LS	\$30,000	\$30,000				
3	Site Civil Work	1	LS	\$599,000	\$599,000				
4	Yard Piping	1	LS	\$483,000	\$483,000				
5	Influent Lift Station	1	LS	\$585,000	\$585,000				
6	Headworks Installation	1	LS	\$537,000	\$537,000				
8	Vortex Grit Chamber	1	LS	\$240,000	\$240,000				
10	Sequencing Batch Reactor Installation	1	LS	\$2,307,000	\$2,307,000				
11	Blower/MCC Building	1	LS	\$785,000	\$785,000				
12	Clon Media Disc Filtration	1	LS	\$310,000	\$310,000				
13	UV Disinfection	1	LS	\$1,166,000	\$1,166,000				
14	Sludge Holding Tank	1	LS	\$409,000	\$409,000				
15	Solids Handling Building	1	LS	\$1,643,000	\$1,643,000				
17	Site Electrical, Instrumentation and Control	1	LS	\$1,223,000	\$1,223,000				
18	SCADA System	1	LS	\$260,000	\$260,000				
19	Trench Safety	1	LS	\$23,300	\$23,300				
20	Administration Building	2330	LF	\$961,000	\$961,000				
		1	LS						
		Subtotal			\$12,061,300				
		Engineering			2,232,500				
		Conting. (3% + 1)	10		1,206,700				
		Total:			15,500,500				

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES: 1. Temporary Package Plant and all related leasing, operations and maintenance costs by Developer

Paid Upfront by Developer to City of Farmersville		
Predicted Subsequent Fees Paid by Developer to City of Farmersville at Construction Decision Point		
Lakehaven Sewer Connection Fees (Paid by Developer/Bidder to City of Farmersville)		
	1	LS
	1	LS
	1917	EA
Subtotal		\$3,500,000
Engineering		\$6,632,900
Conting. (3% + 1)		\$2,800
Total:		\$15,500,500

## Concept Plan





### Concept Plan



EXHIBIT “H”

Development Regulations

# Development Regulations

## LAKEHAVEN ETJ of Farmersville, Texas

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## Development Standards

### LAKE HAVEN DEVELOPMENT STANDARDS

These Development Standards shall apply to all development within the Property. Property being as defined in Exhibit "C" – Concept Plan.

#### DEFINITIONS

Accessory Building or Use: In a Residential District, a subordinate building attached or detached and used for a purpose customarily incidental to the main structure, located on the same lot, such as a private garage for automobile storage, tool house, bath, or green house as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter, but not involving the conduct of a business.

Block: An area enclosed by streets and occupied by or intended for buildings; or if said is used as a term of measurement, it shall mean the distance along a side of a street between the nearest two streets which intersect said street on the said side.

Building: Any structure built for the support, shelter, or enclosure of persons, chattels, or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

Building Line: A line parallel or approximately parallel to the Street line (Right of Way) at a specific distance there from making the minimum distance from the Street line (Right of Way) that a building may be erected.

Court: An open, unoccupied space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court is a court having one side open to a street, alley, hard or other permanent space.

District: The LAKE HAVEN Municipal Utility District of Collin County.

Dwelling Unit: A building or portion of a building which is arranged, occupied or intended to be occupied as living quarters and includes facilities for food preparation and sleeping.

Lot: Land occupied or to be occupied by a building and its accessory building and including such open space or HOA common areas having it principal frontage upon a public street or public access easement.

Lot, Corner: A Lot abutting on two intercepting or intersection Streets where the interior angle of Intersection or Interception does not exceed 135 degrees.

Lot Coverage: The percentage of the total area of a Lot occupied by the base (first Story or floor) of Buildings located on the Lot.

Lot, Interior: A Lot other than a Corner Lot.

Lot, Lines: The lines bounding a lot.

Lot, Through: A Lot having its front and rear on different Streets, or having its front or rear line on a Street and the other line on a river, lake, creek or other permanent body of water.

Lot Depth: The mean distance between the front and rear lot lines.

Lot Width: The width of a lot at the front building line.

Main Building: The building or buildings on a lot which are occupied by the primary use.

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Open Space: Open Space Lots provided with a specific tract will be maintained by a Home Owners Association. This will include all improvements within the floodway/floodplain area, i.e. ponds, walks, etc. not specifically conveyed to the City of Farmersville

Residential District: Any District that has residential uses as the primary use.

Single Family Dwelling Unit (Detached): A dwelling designed and constructed as a free standing structure for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one family.

Street: A public or private thoroughfare which affords the principal means of access to abutting property.

Thoroughfare: An officially designated federal or state numbered highway or county or other road or street designated as a primary thoroughfare on the official Thoroughfare Plan of the City of Farmersville.

Thoroughfare Plan: The official Thoroughfare Plan of the City of Farmersville adopted by the City Council establishing the location and official right-of-way width of principal highways and Streets in the City, together with all amendments thereto subsequently adopted.

Yard: An Open Space, other than a Court, on the same Lot with a Building.

Yard, Front: An open, unoccupied space on a lot facing a street extending across the front of the lot between the side lot lines and from the main building to the front lot or street line with the minimum horizontal distance between the street line and the main building line as specified for the district in which it is located.

Yard, Rear: An open, unoccupied space, except for accessory buildings as herein permitted, extending across the rear lot line or a lot from one side lot line to the other side lot line and having a depth between the building and the rear lot line as specified in the district in which the lot is situated.

Yard, Side: An open, unoccupied space or spaces on one or two side of a main building and on the same lot with the building, situated between the building and a side line of the lot and extending through from the front yard to the rear yard. Any lot line not the rear line or a front line shall be deemed a side line.

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### **SINGLE FAMILY LOT TYPE REGULATIONS**

LAKE HAVEN shall include multiple single-family lot types in order to achieve the goals of the District. The single-family lot types and specific requirements shall be as follows:

**General Description:** The Residential tracts are intended to accommodate a variety of single-family residential uses. The residential units will be comprised of Single Family 4, Single Family 5 and Single Family 6 products. Development standards for each of the aforementioned housing types are outlined below. The provisions of this Section apply to all residential lots as shown on the Concept Plan.

**Permitted Uses:** Land uses permitted within the residential lots and further described on the Concept Plan shall be as follows:

- Residential units as described herein.
- Publicly owned or HOA owned recreation facilities.
- Churches/rectories.
- Schools – public.
- Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts.
- Fire stations and public safety facilities.
- Real estate sales offices during the development and marketing of the Planned Development.
- Public streets and private streets.
- Electronic security facilities including gatehouse and control counter.
- Accessory buildings and uses customarily incidental to the permitted uses.
- Temporary buildings and uses incidental to construction work on the premises, which shall be removed upon completion.

### **Sign Regulations:**

Any sign or signs within the Property shall comply with the requirements of the City of Farmersville Sign Ordinances.

### **Plan Requirements:**

Except as otherwise specifically authorized by the City of Farmersville Subdivision Regulations, no building permit shall be issued by the City of Farmersville for any parcel of land until a Final Plat, as applicable for the specific area of the land has been recorded in the Real Property Records of Collin County Clerk and all public improvements to serve the parcel of land have been fully constructed and accepted.

**Single-Family 4 (SF4):**

Single-family 4 lots are a form of single family, detached front entry garage housing. This residential type will consist of smaller lots, having access and frontage on a public or private street. Building and area requirements are as follows:

**Lot Area:** The minimum area of any lot shall be four thousand (4,000) square feet.

**Lot Coverage:** In no case shall more than seventy (70) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

**Building Size:** The minimum square footage of a dwelling unit shall exceed one thousand two hundred (1,200) square feet of conditioned space.

**Lot Width:** The minimum width of any lot shall not be less than forty (40) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of thirty-five (35) feet at the building line; provided all other requirements of this section are fulfilled.

**Lot Depth:** The minimum depth of any lot shall be one hundred (100) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

**Front Yard:** The minimum depth of the front yard shall be twenty (20) feet to the main building structure. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

**Side Yard:** The minimum side yard on each side of a lot shall be five (5) feet. No portion of a structure including roof eaves may encroach into any utility easement. A side yard adjacent to a side street shall not be less than ten (10) feet.

**Rear Yard:** The minimum depth of the rear yard shall be ten (10) feet. No portion of a structure including roof eaves may encroach into any utility easement.

**Building Height:** Buildings shall be a maximum of two and one-half (2 ½) stories and a maximum height of thirty-five (35) feet.

**Parking:** Parking and driveways shall be permitted within all required yard areas and must be paved with concrete and provide direct access to a garage.

**Signage:** Any sign or signs for a Single Family 4 lot shall comply with the requirements of the City of Farmersville Sign Ordinances.



**Single-Family 5 (SF5):**

Single-family 5 lots are a form of single family, detached front entry garage housing. This residential type will consist of smaller lots, having access and frontage on a public or private street. Building and area requirements are as follows:

**Lot Area:** The minimum area of any lot shall be five thousand (5,000) square feet.

**Lot Coverage:** In no case shall more than seventy (70) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

**Building Size:** The minimum square footage of a dwelling unit shall exceed one thousand four hundred (1,400) square feet of conditioned space.

**Lot Width:** The minimum width of any lot shall not be less than fifty (50) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of forty-five (45) feet at the building line; provided all other requirements of this section are fulfilled.

**Lot Depth:** The minimum depth of any lot shall be one hundred (100) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

**Front Yard:** The minimum depth of the front yard shall be twenty (20) feet to the main building structure. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

**Side Yard:** The minimum side yard on each side of a lot shall be five (5) feet. No portion of a structure including roof eaves may encroach into any utility easement. A side yard adjacent to a side street shall not be less than ten (10) feet.

**Rear Yard:** The minimum depth of the rear yard shall be ten (10) feet. No portion of a structure including roof eaves may encroach into any utility easement.

**Building Height:** Buildings shall be a maximum of two and one-half (2 ½) stories and a maximum of thirty-five (35) feet.

**Parking:** Parking and driveways shall be permitted within all required yard areas and must be paved with concrete and provide direct access to a garage.

**Signage:** Any sign or signs for a Single Family 5 lot shall comply with the requirements of the City of Farmersville Sign Ordinances.



**Single-Family 6 (SF6):**

Single-family 6 lots are a form of single family, detached front entry garage housing. This residential type will consist of smaller lots, having access and frontage on a public or private street. Building and area requirements are as follows:

**Lot Area:** The minimum area of any lot shall be six thousand (6,000) square feet.

**Lot Coverage:** In no case shall more than sixty-five (65) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

**Building Size:** The minimum square footage of a dwelling unit shall exceed one thousand five hundred (1,500) square feet of conditioned space.

**Lot Width:** The minimum width of any lot shall not be less than sixty (60) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of fifty-five (55) feet at the building line; provided all other requirements of this section are fulfilled.

**Lot Depth:** The minimum depth of any lot shall be one hundred (100) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

**Front Yard:** The minimum depth of the front yard shall be twenty (20) feet to the main building structure. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

**Side Yard:** The minimum side yard on each side of a lot shall be five (5) feet. No portion of a structure including roof eaves may encroach into any utility easement. A side yard adjacent to a side street shall not be less than ten (10) feet.

**Rear Yard:** The minimum depth of the rear yard shall be ten (10) feet. No portion of a structure including roof eaves may encroach into any utility easement.

**Building Height:** Buildings shall be a maximum of two and one-half (2 ½) stories and a maximum height of thirty-five (35) feet.

**Parking:** Parking and driveways shall be permitted within all required yard areas and must be paved with concrete and provide direct access to a garage.

**Signage:** Any sign or signs a Single Family 6 lot shall comply with the requirements of the City of Farmersville Sign Ordinances.

**Land Use Summary:**

<u>Use</u>	<u># of Lots/Units</u>	<u>Acres</u>	<u>Density</u>
Total Acreage		453.259	
SF 4 Lots	575		
SF 5 Lots	1075		
SF 6 Lots	267		
Total Residential Lots	1917		
Amenity Center	1	4.62	
Open Space		45.0	

**Development and Design Standards:**

- A) In addition to the permitted uses stated for each use, the following temporary or permanent uses are permitted within the District:
- a. Temporary construction yard and field office associated with the construction of the development and houses within the development.
  - b. Temporary concrete batch plant associated with the construction of the development.
  - c. Temporary sales center for sale of new on-site homes by builders.
  - d. Sewage pumping station or package plant.
  - e. Private Utility.
  - f. Utility distribution/transmission lines.
  - g. Water reservoir or water pumping station.
  - h. Water wells (irrigation and pond filling).
  - i. Existing oil and gas operations as permitted by the City of Farmersville or the TCEQ.

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- B) All residential structures shall include at least three (3) of the following design features on the façade or visible from the front or side street:**
- a. Carriage style garage door with hardware
  - b. Architectural pillars or posts
  - c. Brick Chimney on exterior wall
  - d. Cast stone accents
  - e. Covered front porches (minimum 60 square feet covered by main roof or an architectural extension)
  - f. Dormers or Gables
  - g. Garage door NOT facing the street
  - h. Roof accent upgrades (i.e., metal, tile, slate)
  - i. Greater than 6:12 primary roof pitch, or variable roof pitch
  - j. Separate transom windows
  - k. Variable roof pitch
  - l. Shutters
  - m. Masonry arches
  - n. Mixed masonry material
  - o. Coach light
  - p. Decorative attic or gable feature, minimum 2 square feet in size, i.e. vent, window, or brick detail
  - q. Decorative driveway, i.e. salt finish, exposed aggregate, or other treatments approved by the City's Building Official
- C) Design Elevations:** No elevation may be repeated for a distance of four (4) lots, either on the same side or opposite side of the street.
- D) Exterior Materials:** Overall 70% masonry is required, except for windows, doors, roof dormers, and walls over roofing. Soldier brick and other similar variations in material are highly encouraged. Masonry materials shall include brick, cementitious fiberboard, stone, cast stone, stucco, or other materials of equal or similar characteristics upon the approval of the City's Building Official.
- E) Roofs:** Residential structures shall have a minimum 6:12 roof pitch on the main body of the structure. A porch or accent roof may have a minimum 4:12 roof pitch, but this may not exceed fifteen (15) percent of the entire roof.
- F) Out-Buildings:** All Out-Buildings, i.e., buildings not attached to the main residential structure. All Out-Buildings will be approved by the H.O.A. and the Architectural Review Committee prior to construction and permitted through the City of Farmersville.
- G) Livestock:** Livestock, other than allowed by City of Farmersville Ordinances are not allowed.

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- H) **Fencing:** Fencing on all residential lot types will be a stained 6' wood fence with steel posts and a wood cap, except that any lot siding or backing onto an Open Space lot will be required to have wrought iron fencing. Pool fencing for all lot types will comply with City of Farmersville Ordinances.
- I) **Garages and Driveways:** A private garage for not more than three (3) automobiles but at least two (2) full sized automobiles must be constructed and maintained as a garage for each residential housing type. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. The garage door will face either the front of the lot or be a side entry garage.
- J) Driveways on each residential lot and all sidewalks visible from a street may be constructed of broom finish concrete, aggregate concrete, stamped concrete or brick pavers. At the time of construction of a dwelling, the home builder shall also construct a five (5) foot sidewalk which shall be placed and constructed within the street right of way in accordance with City of Farmersville specifications and ordinances, behind the curb. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any lots. Asphalt and gravel driveways and sidewalks are specifically prohibited.
- K) Every part of a required Side Yard (including Side Yards adjacent to a street) shall be open and free of structures except fences, accessory buildings not on a structural concrete foundation, landscaping and air conditioning units. Ordinary projections of windowsills, belt courses, cornices and other architectural features may project not more than 12" (twelve inches) into the required Side Yard, and roof eaves may project no more than 30" (thirty inches) into the required Side Yard.
- L) Fences and gates located in the Side Yard facing the street or any designated Open Space Lot shall be wrought iron or material of similar appearance.
- M) HVAC units (excepting vents and stacks) shall be screened from view of a street.
- N) Lift Stations shall be screened with a minimum 8' masonry wall to include brick, stone, rock, concrete block or precast masonry and landscaped with one (1) tree or four (4) shrubs every 25 linear feet around the perimeter wall, except at access gates. Design shall include venting for appropriate air circulation.
- O) All yards shall be irrigated with an automatic sprinkler system that includes a rain sensor.
- P) Landscape buffers adjacent to a collector or arterial public right-of-way shall contain at least one large canopy tree, minimum 3" caliper at 6' height, every 50 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design but shall not exceed 250

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linear feet between trees. As space practically allows, sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. No trees or plantings exceeding 24" tall and no landscape berms will be allowed at any street intersection within a Visibility Triangle as defined by the City of Farmersville. Landscaping, sidewalk, trail and buffer requirements are only required as each Phase of lots are platted.

- Q) The single-family uses shall generally develop in accordance to the Concept Plan, including the street layout and lots, unless superseded by a Preliminary Plat approved by the City of Farmersville.
- R) The owner/applicant shall submit a Preliminary Plat for review and approval by the City of Farmersville prior to submitting a final plat and construction plans for Phase development.
- S) A Homeowners Association (HOA) shall be established and will maintain all Common Area/Open Space Lots.
- T) At least one (1) common area space shall be greater than 1.5 acres and include a swimming pool, playground, restroom facilities and a splash pad. The area shall be improved prior to the acceptance of the 450<sup>th</sup> final platted lot.
- U) Mailboxes shall be decorative metal and clustered in areas designated by the USPS.
- V) A Trail Use Agreement or a trail easement shall be allowed within the existing pipeline easements, subject to permission being granted, and also subject to the terms and conditions of the easement and the easement holders.
- W) Institutional uses such as public schools or churches, located in the residential districts, shall provide a minimum side yard of 50 feet on either side of the main building.
- X) Accessory buildings within LAKE HAVEN shall comply with City of Farmersville Zoning Ordinance.
- Y) Nothing in these Development Standards shall be construed as preventing any Architectural Control Committee with jurisdiction over any neighborhood from further restricting permission, location and type of accessory structure.
- A) Interior Lots: At least two (2) canopy trees per lot shall be planted in the front yard prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum of three (3) inch caliper.
- B) Corner Lots: In addition to the front yard trees, at least one (1) canopy tree per lot shall be planted in the side yard of lots adjacent to a street prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum of three (3) inch caliper.
- C) To prevent soil erosion, control run-off and effectively manage the storm water drainage patterns in the City, developed lots with buildings requiring a Certificate of Occupancy, dedicated open spaces, easements, etc. that have areas that are

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not covered by impervious materials shall be covered by one or more of grasses, vegetative groundcover or non-vegetative groundcover at the time of construction completion.

- D) All non-residential development within LAKE HAVEN shall comply with Landscaping Standards of the City of Farmersville Zoning Ordinance in effect at the time of City Council approval of this Ordinance.

- E) **STREETS:** Streets will be in compliance to the City of Farmersville standards and specifications.

There will be three (3) street types within LAKE HAVEN 1) local street; 2) collector street; 3) regional 2-lane divided street

**Local Street**

Street Type: Two-Lane Undivided

Right-Of-Way Width: 50 feet

Pavement: 27 feet Back to Back

**Collector Street**

Street Type: Two-Lane Undivided

Right-Of-Way Width: 65 feet

Pavement: 37 feet Back to Back

**Major Arterial**

Street Type: 4-Lane Undivided

Right-Of-Way Width: 70 feet

Pavement: 45' feet Back to Back

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**SIDEWALKS:** Sidewalks shall be installed per City of Farmersville's standard construction detail per each rights-of-way designation. The placing of sidewalks will be required on both sides of publicly maintained streets within the Property.

#### **ARTICULATION OF FENCES AND SCREEN WALLS:**

- A) Applicability: This section applies to screen walls located along the perimeter of a tract or parcel subject to an application for subdivision approval and abutting a collector or arterial street.
- B) Screen Walls will be located within a Screen Wall Maintenance Easement. Screen walls will be maintained by the HOA.
- C) Screen walls will be required along rights-of-way in excess of ninety (90) feet in width. Masonry screen walls will be required along rights-of-way where lots abut said right-of-way. Wrought iron fencing will be allowed, with or without a combination of masonry elements, along rights-of-way that abut open spaces and along the 90 ft rights-of-way and in excess of twenty-five (25) feet in depth. Depth is measured as perpendicular to the right-of-way line.
- D) Masonry screen walls be required to provide a separation of uses. Walls will be required between Commercial/Office/Retail to any Single-Family or Multi-Family use, where those uses abut.
- E) Standards: Materials. A fence may be constructed of permanent material, such as stone, rock, concrete, brick, decorative wrought iron or other materials that are similar in durability.
  - 1. The following materials shall not be used for screen walls subject to this section:
    - a. Cast-off, secondhand, or other items not originally intended to be used for constructing or maintaining a fence;
    - b. Plywood;
    - c. Barbed wire, razor wire, and other similar fencing materials capable of inflicting significant physical injury.

#### **EASEMENT STANDARDS:**

- A) Utility easements shall be provided within the proposed subdivision as may be necessary to assure the proper design, installation and maintenance of either underground or aerial utilities. Easement widths shall be determined by the type of utility; however, an easement shall not normally be required adjacent to a dedicated right-of-way.
- B) The minimum width for easements shall be:
  - 1. Utility easements (along property lines, if required) shall be five feet (5') on each side of the property line.

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2. Utility Easements along rights-of-way shall be 10' in width for franchise utilities and 15' exclusive easements on main side and 5' on meter side, as per city requirements.
  3. Drainage easements shall be the width of the drainage structure plus five feet on each side, rounding the total distance down to the nearest foot, or the width of the 100-year floodplain, whichever is greater.
  4. Fire lane access easement shall be 24 feet.
- C) When easements in areas adjoining proposed subdivisions are necessary to provide adequate passage of stormwater or to serve such subdivisions with utilities, the subdivider shall have the primary responsibility for obtaining such easements.
- D) When a proposed subdivision is traversed by a watercourse, drainageway, channel or stream or a proposed stormwater easement, the developer shall make the required improvements, if any, and dedicate the required right-of-way or easements.
- E) Wherever land which is covered by a floodway designation, a stormwater easement shall be placed on the plat covering the floodway area and such easement shall allow for access, maintenance or alteration of the floodway area. A statement shall be placed on the plat as follows: "Structures, including fences and fill material are prohibited in the floodway."

**DEVELOPMENT IN FLOODPLAIN:**

- A) A floodplain development permit will be required for any structures developed in the floodplain.
- B) All structures shall be a minimum of three (3) feet above the base flood elevation.

**ENTRY FEATURES:** Entry features will be required on all streets where they intersect with a ninety (90) foot right-of-way or larger as space practically allows. Detailed entry feature plans will be required with the construction plans for each phase. At a minimum each side of the entry feature will require: a) two (2) 3" caliper trees; b) thirty (30) 3-gallon, or larger shrubs and c) a minimum of 200 square feet of landscaped beds with flowers and ornamentals. Each entry feature will be composed of material similar to and complementary to the materials used for screen walls within the subdivision.

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**FIRE CODES:**

All structures within the development must meet all Fire Department development standards and the International Fire Code development standards as adopted by the City at the time of construction.

**INGRESS/EGRESS:**

Phased development shall maintain a minimum of two (2) points of ingress.

**LIGHTING:** The standards established within this section are intended to provide requirements in addition to the lighting standards established within City of Farmersville Subdivision Regulations or Texas New Mexico Power (as the single certified electric provider in this area).

- a. The developer has the option to provide decorative exterior lighting along all sidewalks, trails and exterior pedestrian corridors. The following pictures of decorative street lights taken from Oncor Electric Delivery's *Decorative Street Lighting Brochure* are illustrative of the nature of decorative lighting sought by this provision. The phrases "decorative exterior lighting," "decorative lighting," and "decorative street lights" refer to the shape and design of the light fixture, light pole and/or mounting bracket rather than the illumination cast by the fixture. The developer also has the option to provide more modern styles of interior lighting, including LED lighting. Examples of this option are provided below.



004985.000016-4844-6517-0605.v3



- b. All parking for the amenity center shall be illuminated.
- c. All lighting on parcels or tracts within the Property shall be shielded or directed to avoid light pollution on adjacent properties and parcels outside the Property. Lighting levels at the property line of any tract or parcel within the Property that is adjacent to property contiguous to the Property shall not exceed 0.1 foot candles measured at the property line.

004985.000016-4844-6517-0605.v3



Agenda Section	Regular Agenda
Section Number	VIII.E
Subject	Update regarding the actual vs. budget.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 27, 2021
Attachment(s)	Actual vs. budget
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>



TO: Mayor and City Council

FROM: Daphne Hamlin, Finance Director

DATE: April 21, 2021

SUBJECT: Budget report summary

City of Farmersville is at the half-way mark in the current 2020-2021 budget. Revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close to the 50% level, and have 50% remaining. The following pages reflect this in the General Fund by Department as well as the Enterprise Funds by Department

City staff will begin to review and revise the current budget and begin the process of preparing the new 2021-2022 budget within the next few weeks.

<b>100-GENERAL FUND</b>	<b>CURRENT</b>	<b>YEAR TO DATE</b>	<b>BUDGET</b>	<b>% YTD</b>	<b>NOTE</b>
<b>FINANCIAL SUMMARY</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>BALANCE</b>	<b>BUDGET</b>	
REVENUE SUMMARY					
<b>00-REVENUE</b>	<b>4,145,770</b>	<b>3,041,695.60</b>	<b>1,104,074.40</b>	<b>73%</b>	
EXPENDITURE SUMMARY					
11-MAYOR & CITY COUNCIL					
PERSONNEL SERVICES	2,040	1,020.00	1,020.00	50%	
CONTRACTS & PROF. SVCS	1,000	0	1,000.00	0%	
MAINTENANCE	500	72	428	14%	
PERSONNEL RELATED ITEMS	13,760	8,905.63	4,854.37	65%	
CAPITAL EXPENDITURES	0	0	0	0%	
<b>TOTAL 11-MAYOR &amp; CITY</b>	<b>17,300</b>	<b>9,998</b>	<b>7,302</b>	<b>58%</b>	
12-ADMINISTRATION					
PERSONNEL SERVICES	515,934	217,531.52	298,402.48	42%	
CONTRACTS & PROF. SVCS	286,182	137,769.61	148,412.39	48%	
CONST. MATL./TOOLS/EQUP	0	0	0		
MAINTENANCE	134,844	68,162.98	66,681.02	51%	
UTILITIES	22,750	12,271.54	10,478.46	54%	
SUPPLIES	26,000	3,966.60	21,862.78	15%	
PERSONNEL RELATED ITEMS	49,700	16,471.42	33,228.58	33%	
CAPITAL EXPENDITURES	0	0	0.01	0%	
TRANSFERS	0	0	0	0%	
<b>TOTAL 12-ADMINISTRATION</b>	<b>1,035,410</b>	<b>456,174</b>	<b>579,066</b>	<b>44%</b>	
14-MUNICIPAL COURT					
PERSONNEL SERVICES	158,380	80,360.43	78,019.57	51%	
CONTRACTS & PROF. SVCS	26,400	9,775.00	16,625.00	37%	
MAINTENANCE	19,482	9,079.54	8,501.49	47%	
UTILITIES	1,740	781.02	958.98	45%	
SUPPLIES	7,500	2,256.97	5,243.03	30%	
PERSONNEL RELATED ITEMS	9,410	6,180.79	3,229.21	66%	
CAPITAL EXPENDITURES	1,750	0	1,750.00	0%	
<b>TOTAL 14-MUNICIPAL COURT</b>	<b>224,662</b>	<b>108,434</b>	<b>114,327</b>	<b>48%</b>	
15-LIBRARY					
PERSONNEL SERVICES	103,567	52,916.55	50,650.45	51%	
CONTRACTS & PROF. SVCS	200	0	200	0%	
MAINTENANCE	27,945	16,312.79	11,632.21	58%	
UTILITIES	11,000	5,355.72	5,644.28	49%	
SUPPLIES	3,650	414.84	3,235.16	11%	
PERSONNEL RELATED ITEMS	6,532	3,811.69	2,720.31	58%	
CAPITAL EXPENDITURES	15,000	5,145.68	9,854.32	34%	
TRANSFERS	0	0	0	0%	
<b>TOTAL 15-LIBRARY</b>	<b>167,894</b>	<b>83,957.27</b>	<b>83,936.73</b>	<b>50%</b>	
16-CIVIC/CENTER					
CONTRACTS & PROF. SVCS	4,641	0	4,641.00	0%	
UTILITIES	14,900	14,188.41	711.59	95% New a/c unit	
<b>TOTAL 16-CIVIC/CENTER</b>	<b>19,541</b>	<b>14,188.41</b>	<b>5,352.59</b>	<b>73%</b>	
21-POLICE DEPT.					
PERSONNEL SERVICES	969,844	445,824.53	524,019.47	46%	
CONTRACTS & PROF. SVCS	87,734	39,823.36	47,910.64	45%	
CONST. MATL./TOOLS/EQUP	1,000	0	1,000.00	0%	
MAINTENANCE	102,865	60,181.27	37,945.11	59%	
UTILITIES	41,500	16,984.72	24,515.28	41%	
SUPPLIES	62,100	20,511.63	41,588.37	33%	

PERSONNEL RELATED ITEMS	27,100	20,240.76	6,859.24	75%	
CAPITAL EXPENDITURES	104,783	106,716.37	-1,933.37	102%	Grant
TRANSFERS	0	0	0	0%	
<b>TOTAL 21-POLICE DEPT.</b>	<b>1,396,926</b>	<b>710,282.64</b>	<b>681,904.74</b>	<b>51%</b>	
22-FIRE DEPT.					
PERSONNEL SERVICES	235,807	112,006.94	123,800.06	47%	
CONTRACTS & PROF. SVCS	72,560	32,340.00	40,220.00	45%	
CONST. MATL./TOOLS/EQUP	500	0	500	0%	
MAINTENANCE	37,650	12,217.27	25,349.21	32%	
UTILITIES	2,640	894.02	1,745.98	34%	
SUPPLIES	26,200	7,923.72	18,276.28	30%	
PERSONNEL RELATED ITEMS	25,600	25,973.57	-373.57	101%	
CAPITAL EXPENDITURES	2,500	0	2,500.00	0%	
TRANSFERS	0	0	0	0%	
<b>TOTAL 22-FIRE DEPT.</b>	<b>403,457</b>	<b>191,355.52</b>	<b>212,017.96</b>	<b>47%</b>	
34-STREET DEPT					
PERSONNEL SERVICES	88,904	98,046.12	-9,142.12	110%	Adjust will be made
CONTRACTS & PROF. SVCS	8,800	12,352.87	-3,552.87	140%	
CONST. MATL./TOOLS/EQUP	161,811	65,459.70	94,657.04	40%	
MAINTENANCE	3,500	1,459.34	2,040.66	42%	
UTILITIES	12,850	3,032.71	9,817.29	24%	
SUPPLIES	500	3,181.53	-2,681.53	636%	
PERSONNEL RELATED ITEMS	1,500	81.54	1,418.46	5%	
CAPITAL EXPENDITURES	0	0	0	0%	
<b>TOTAL 34-STREET SYSTEM</b>	<b>277,865</b>	<b>183,613.81</b>	<b>92,556.93</b>	<b>66%</b>	
60-PUBLIC WORKS BLDG					
PERSONNEL SERVICES	91,465	66,900.94	24,564.06	73%	Adjust will be made
CONTRACTS & PROF. SVCS	23,500	5,546.23	17,953.77	24%	
CONST. MATL./TOOLS/EQUP	41,336	67,519.17	-26,183.17	163%	
MAINTENANCE	6,500	7,118.01	-618.01	110%	
UTILITIES	22,750	12,212.33	10,537.67	54%	
SUPPLIES	500	789	-289	158%	
PERSONNEL RELATED ITEMS	300	0	300	0%	
CAPITAL EXPENDITURES	0	0	0	0%	
TRANSFERS	0	0	0	0%	
<b>TOTAL 60-PUBLIC WORKS</b>	<b>186,351</b>	<b>160,086</b>	<b>26,265</b>	<b>86%</b>	
39-PARKS					
PERSONNEL SERVICES	60,173	24,755.76	35,417.24	41%	
CONTRACTS & PROF. SVCS	51,750	16,691.72	35,058.28	32%	
CONST. MATL./TOOLS/EQUP	20,000	7,818.73	12,181.27	39%	
MAINTENANCE	16,500	7,787.53	8,712.47	47%	
UTILITIES	75,000	18,313.93	56,686.07	24%	
SUPPLIES	4,500	789.93	3,710.07	18%	
PERSONNEL RELATED ITEMS	500	0	500	0%	
CAPITAL EXPENDITURES	0	0	0	0%	
<b>TOTAL 39-PARKS</b>	<b>228,423</b>	<b>76,157.60</b>	<b>152,265.40</b>	<b>33%</b>	
71-DEBT SERVICE					
DEBT SERVICE	187,941	88,537.88	99,403.12	47%	
<b>TOTAL 71-DEBT SERVICE</b>	<b>187,941</b>	<b>88,537.88</b>	<b>99,403.12</b>	<b>47%</b>	

700-WATER FUND	CURRENT	YEAR TO DATE	BUDGET	% YTD	NOTE
FINANCIAL SUMMARY	BUDGET	ACTUAL	BALANCE	BUDGET	
REVENUE SUMMARY	1,915,216	1,036,367.42	878,848.58	54%	
EXPENDITURE SUMMARY					
12-ADMINISTRATION					
PERSONNEL SERVICES	140,572	55,830.63	84,741.37	40%	
CONTRACTS & PROF. SVCS	500	99.6	400.4	20%	
MAINTENANCE	35,333	43,764.68	-8,431.68	124%	
UTILITIES	5,750	1,938.58	3,811.42	34%	
SUPPLIES	3,000	1,340.68	1,659.32	45%	
PERSONNEL RELATED ITEMS	18,000	10,197.03	7,802.97	57%	
<b>TOTAL 12-ADMINISTRATION</b>	<b>203,155</b>	<b>113,171</b>	<b>89,984</b>	<b>56%</b>	
35-WATER DEPT.					
PERSONNEL SERVICES	257,116	137,667.05	119,448.95	54%	
CONTRACTS & PROF. SVCS	120,405	52,112.86	68,292.14	43%	
CONST. MATL./TOOLS/EQUP	282,170	46,734.94	235,332.82	17%	
MAINTENANCE	5,500	5,458.07	41.93	99%	
UTILITIES	32,750	18,448.95	14,301.05	56%	
SUPPLIES	847,596	353,753.90	493,842.10	42%	
PERSONNEL RELATED ITEMS	22,150	7,814.29	14,335.71	35%	
CAPITAL EXPENDITURES	22,500	0	22,500.00	0%	
TRANSFERS	121,874	60,937.02	60,936.98	50%	
<b>TOTAL 35-WATER DEPT.</b>	<b>1,712,061</b>	<b>682,927.08</b>	<b>1,029,031.68</b>	<b>40%</b>	
<b>TOTAL EXPENDITURES</b>	<b>1,915,216</b>	<b>796,098.28</b>	<b>1,119,015.48</b>	<b>42%</b>	
705-WASTEWATER FUND	CURRENT	YEAR TO DATE	BUDGET	% YTD	
FINANCIAL SUMMARY	BUDGET	ACTUAL	BALANCE	BUDGET	
REVENUE SUMMARY	1,915,216	1,036,367.42	878,848.58	54%	
EXPENDITURE SUMMARY					
12-ADMINISTRATION					
PERSONNEL SERVICES	56,143	29,403.26	26,739.74	52%	
<b>TOTAL 12-ADMINISTRATION</b>	<b>56,143</b>	<b>29,403.26</b>	<b>26,739.74</b>	<b>52%</b>	
36-WASTEWATER SYSTEM					
PERSONNEL SERVICES	149,337	39,968.45	109,368.55	27%	
CONTRACTS & PROF. SVCS	38,900	5,551.72	33,348.28	14%	
CONST. MATL./TOOLS/EQUP	62,933	29,635.49	33,297.51	47%	
MAINTENANCE	602,185	296,163.40	306,021.60	49%	
UTILITIES	25,275	11,568.37	13,706.63	46%	
SUPPLIES	5,500	3,019.25	2,480.75	55%	
PERSONNEL RELATED ITEMS	5,000	0	5,000.00	0%	
DEBT SERVICE	319,587	34,733.00	284,854.00	11%	
CAPITAL EXPENDITURES	0	9,959.70	-9,959.70	0%	
TRANSFERS	252,780	126,390.00	126,390.00	50%	
<b>TOTAL 36-WASTEWATER</b>	<b>1,461,497</b>	<b>556,989</b>	<b>904,508</b>	<b>38%</b>	



<b>715-ELECTRIC FUND</b>	<b>CURRENT</b>	<b>YEAR TO DATE</b>	<b>BUDGET</b>	<b>% YTD</b>	<b>NOTE</b>
<b>FINANCIAL SUMMARY</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>BALANCE</b>	<b>BUDGET</b>	
00-REVENUE	4,154,363	1,834,870.08	2,319,492.92	44%	
EXPENDITURE SUMMARY					
12-ADMINISTRATION					
PERSONNEL SERVICES	77,005	33,578.81	43,426.19	44%	
TOTAL 12-ADMINISTRATION	77,005	33,579	43,426	44%	
37-ELECTRIC DEPT.					
PERSONNEL SERVICES	482,695	250,735.43	231,959.57	52%	
CONTRACTS & PROF. SVCS	89,000	20,192.36	68,807.64	23%	
CONST. MATL./TOOLS/EQUP	161,575	79,102.27	71,735.42	49%	
MAINTENANCE	30,342	4,900.63	25,441.37	16%	
UTILITIES	13,750	5,890.95	7,859.05	43%	
SUPPLIES	2,137,791	913,506.73	1,224,284.27	43%	
PERSONNEL RELATED ITEMS	24,868	8,423.77	16,444.23	34%	
DEBT SERVICE	40,631	56,363.63	-15,732.63	139%	Make adjustment within Dept
CAPITAL EXPENDITURES	157,500	22,381.74	126,294.46	14%	
TRANSFERS	939,206	469,602.96	469,603.04	50%	
TOTAL 37-ELECTRIC DEPT	4,077,358	1,831,100	2,226,696	45%	
<b>TOTAL EXPENDITURES</b>	<b>4,154,363</b>	<b>1,864,679.28</b>	<b>2,270,122.61</b>	<b>45%</b>	
<b>720-REFUSE FUND</b>	<b>CURRENT</b>	<b>YEAR TO DATE</b>	<b>BUDGET</b>	<b>% YTD</b>	
<b>FINANCIAL SUMMARY</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>BALANCE</b>	<b>BUDGET</b>	
TOTAL REVENUES	510,058	258,494.33	251,563.67	51%	
EXPENDITURE SUMMARY					
32-REFUSE DEPT.					
PERSONNEL SERVICES	0	0	0		
CONTRACTS & PROF. SVCS	397,232	160,316.59	236,915.41	40%	
CONST. MATL./TOOLS/EQUP	110,426	55,212.96	55,213.04	50%	
MAINTENANCE	0	0	0	0%	
UTILITIES	2,400	1,200.00	1,200.00	50%	
PERSONNEL RELATED ITEMS	0	0	0	0%	
CAPITAL EXPENDITURES	0	0	0	0%	
TRANSFERS	0	0	0	0%	
<b>TOTAL 32-REFUSE DEPT.</b>	<b>510,058</b>	<b>216,729.55</b>	<b>293,328.45</b>	<b>42%</b>	

## **IX. Requests to be Placed on Future Agendas**

## **X. Adjournment**