

## FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA May 11, 2021, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

#### **WATCH THE LIVE BROADCAST**

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

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

#### I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Recognition of Departing Councilmembers
- Oath of Office for Re-Elected and Newly elected Councilmembers
  - Craig Overstreet, Place 1
  - o Ted Wagner, Place 3
  - o Lance Hudson, Place 5
- 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.
  - ➤ The City Council would like to recognize Andy May for a great job on his project on the Chaparral Trail.

## 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 for 4-27-21
- B. City Council Minutes for 4-28-21

#### V. <u>INFORMATIONAL ITEMS</u>

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

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as

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

- A. City Amenities Board
  - 1. Possible Council Liaison Report
- B. Farmersville Community Development Board (Type B)
  - 1. Possible Council Liaison Report
- C. FEDC Farmersville Economic Development Board (Type A)
  - 1. Financials
  - 2. Possible Council Liaison Report
- D. Main Street Board
  - 1. Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Minutes
  - 2. 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 home improvement incentive program
  - Update on boundary agreements
  - Update on Collin Parkway and Farmersville Parkway

#### VI. REGULAR AGENDA

- A. Presentation from UTA Capstone Project Group concerning Farmersville Citizen Survey.
- B. Consider, discuss and act upon a development agreement with Lakehaven Municipal Utility District.
- C. Consider, discuss and act upon an interlocal agreement with Collin County regarding jail services.
- D. Consider, discuss and act upon an interlocal agreement with Collin County regarding dispatch services.
- E. Consider, discuss and act upon an interlocal agreement with Collin County regarding Farmersville Parkway.

F. Consider, discuss and act upon strategies for raising revenues for roads.

#### VII. EXECUTIVE SESSION

DISCUSSION OF MATTERS PERMITTED BY TEXAS GOVERNMENT CODE CHAPTER 551 AS FOLLOWS:

- A. SECTION 551.074, DELIBERATION REGARDING PERSONNEL MATTERS AS FOLLOWS:
  - 1. Discussion regarding the job performance and compensation/benefits package of the City Manager.
  - 2. Discussion regarding the job performance and compensation/benefits package of the Main Street Manager.

#### VIII. RECONVENE FROM EXECUTIVE SESSION

## IX. <u>DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE</u> SESSION

- A. Any matters related to and arising out of the discussion of the job performance and compensation/benefits package of the City Manager.
- B. Any matters related to and arising out of the discussion of the job performance and compensation/benefits package of the Main Street Manager.

### X. REQUESTS TO BE PLACED ON FUTURE AGENDAS

#### XI. ADJOURNMENT

Dated this the 7th day of May, 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 972-782-604 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 May 7, 2021 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Sandra Green, TRMC

City Secretary

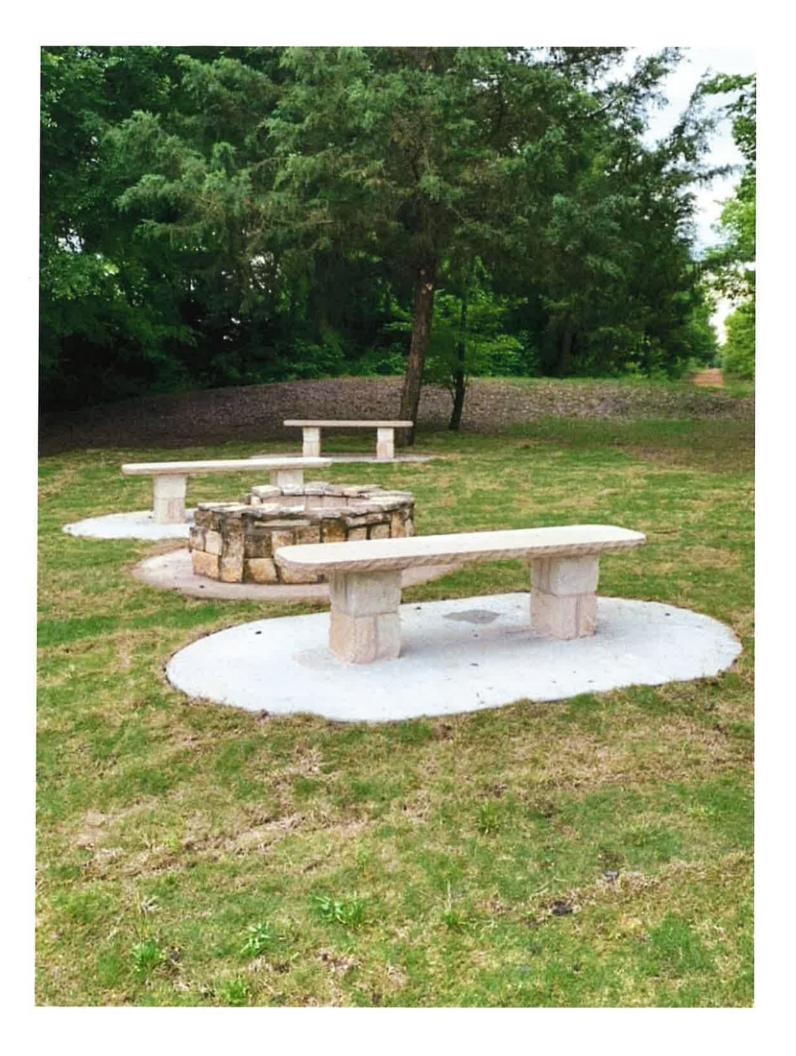


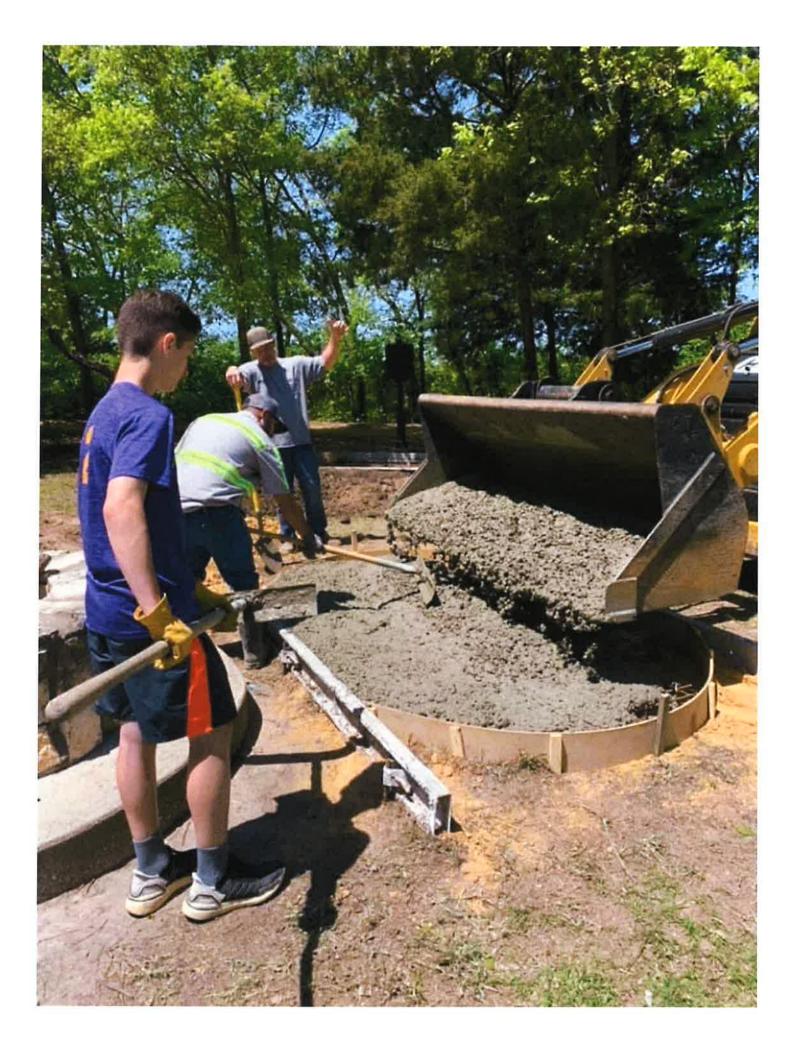
I. Preliminary Matters	

	Saturday	Farmersville Market 9:00 am Election Day 7 am - 7 pm	Φ	15	22	29	
	Friday		_	14	21	28	
	Thursday		Parks & Recs Board Meeting 5:00 pm	Historic Preservation Ad Hoc Committee Meeting 6:00 pm	FEDC (4A) Meeting 6:30 pm	City Amenities Board Meeting 4:00 pm	
MAY 2021	Wednesday		ις)	12	19	26	
	Tuesday		4	BOA Meeting 5:30 pm City Council Meeting 6:00 pm	<u>~</u>	25 City Council Meeting 6:00 pm	
	Monday		က	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	P&Z Meeting 6:00 pm	24	S1 City Hall Closed – Memorial Day
	Sunday		0	6	91	23	30

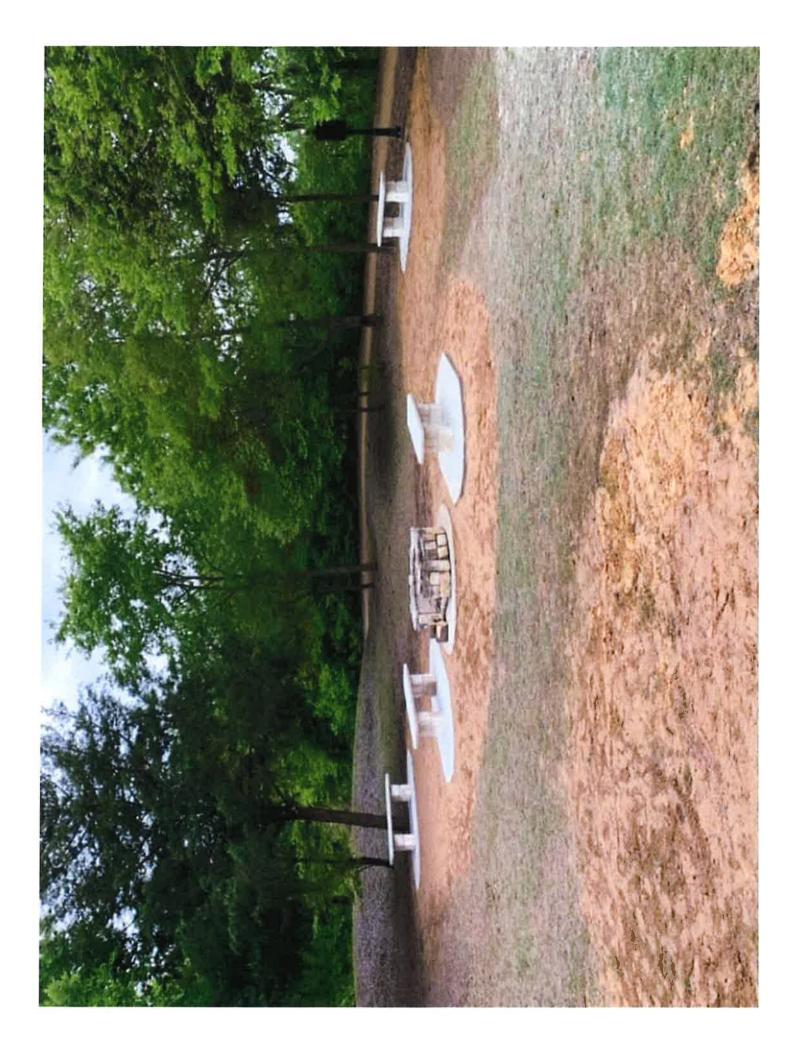
	Saturday	Farmersville Market 9:00 am	11 12	18	<b>25</b> 26	
	Friday				7	
	Thursday	Parks & Recs Board Meeting 5:00 pm	10	FEDC (4A) Meeting 6:30 pm	City Amenities Board Meeting 4:00 pm	
JUINE 2021	Wednesday	7	0	16	23	30
ſ	Tuesday	_	City Council Meeting 6:00 pm	15	City Council Meeting 6:00 pm	29
	Monday		7	Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	P&Z Meeting 6:00 pm	28
	Sunday		9	13	20	27

	Saturday	S Farmersville Market 9:00 am	10	17	24	31
	Friday	2	•	16	23	30
	Thursday	Parks & Recs Board Meeting 5:00 pm	<b>∞</b>	15 FEDC (4A) Meeting 6:30 pm	City Amenities Board Meeting 4:00 pm	29
JULY 2021	Wednesday		7	14	21	28
	Tuesday		9	City Council Meeting 6:00 pm	20	City Council Meeting 6:00 pm
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	Sunday		4		18	25







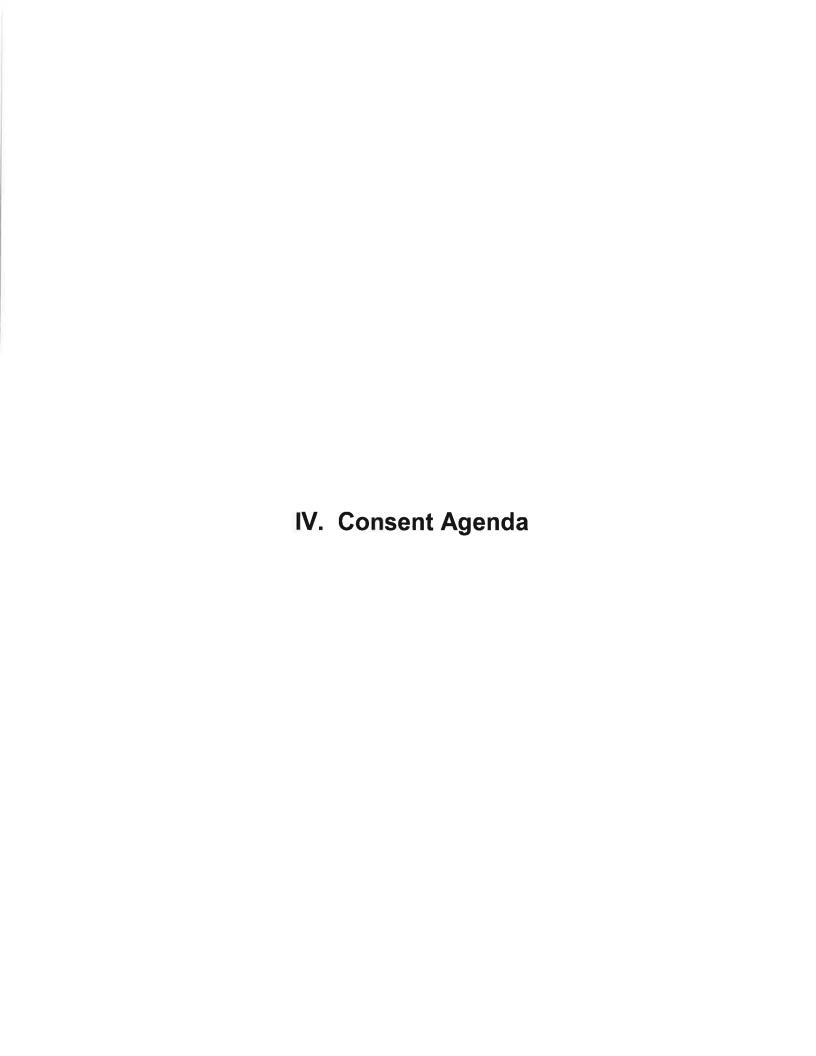


II. Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)

Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

III. CITIZEN COMMENTS ON MATTERS NOT ON AGEND	Α

Agenda Section	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	CITIZEN COMMENTS ON MATTERS NOT ON AGENDA
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	If you wish to address the City Council on a 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



Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes for 4-27-21
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



## FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES For April 27, 2021, 7:30 P.M.

#### I. PRELIMINARY MATTERS

- Mayor Wiebold and Council members Mike Henry, Craig Overstreet, Dwain Mathers and Terry Williams were all present. Jim Hemby was not in attendance. City staff members Ben White, Sandra Green, Rick Ranspot, Kim Morris, Daphne Hamlin, Michael Sullivan and City Attorney Alan Lathrom were also present.
- Mayor Wiebold stated the City Council meeting was noticed to allow people to call in to speak on items and the system is not working. Consequently, we are not able to proceed with the meeting. He said he was going to open the meeting with the sole purpose of continuing the meeting tomorrow evening at 6:00 p.m. He is also going to open the public hearing on the zoning case on tonight's agenda O-2021-0427-001 for the sole purpose of continuing the public hearing and action on that item for tomorrow evening. He called the meeting to order at 8:25 p.m.
- He went to agenda item VI.A which was:
  - 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.

- Mayor Wiebold opened the public hearing at 8:25 p.m.
  - Motion to continue the public hearing to tomorrow night at 6:00 p.m. with discussion and action on that item made by Mike Henry
  - o 2<sup>nd</sup> made by Terry Williams
  - All council members voted in favor
  - Motion to continue all agenda items to tomorrow night at 6:00 p.m. due to the technicalities made by Terry Williams
  - o 2<sup>nd</sup> made by Craig Overstreet
  - o All council members voted in favor

#### II. <u>ADJOURNMENT</u>

Meeting was adjourned at 8:27 p.m.

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

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	City Council Minutes for 4-28-21
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



## FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES For April 28, 2021, 6:00 P.M.

#### I. PRELIMINARY MATTERS

- Mayor Wiebold called the meeting, which was continued from the previous night, to order at 6:00 p.m. Council members Mike Henry, Craig Overstreet, Dwain Mathers and Terry Williams were all present. Jim Hemby was not in attendance. City staff members Ben White, Sandra Green, Rick Ranspot, Kim Morris, Daphne Hamlin and City Attorney Michael Martin were also present.
  - Prayer was led by Craig Overstreet 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.
    - 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.
      - Mayor Wiebold said May 1<sup>st</sup> is Election Day.
      - Mayor Wiebold stated the Council would like to remember Mr. Hemby and to let him know their thoughts and prayers are with him while he is recovering.
      - Mayor Wiebold explained that on May 8<sup>th</sup> there will be a Sister City signing ceremony at Collin College starting at 10:00 a.m.

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

 Allison Mathers who resides at 109 College Street addressed Council and stated the recommendation from the Historic Preservation Ad Hoc Committee was to continue with the current sign ordinance until they have time to go through the changes to the ordinance. They need time to discover the historical aspects and pros and cons on whether it is safe to paint signs on buildings downtown.

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

No one came forward in person or via teleconference.

#### 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
  - Motion to approve made by Mike Henry
  - o 2<sup>nd</sup> made by Terry Williams
  - o All council members voted in favor

#### V. INFORMATIONAL ITEMS

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

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
    - Dwain Mathers stated the consultant they hired, Mr. Last, came and gave a briefing regarding hiring an EDC Director. At the next meeting they will discuss budget and what hiring might involve.
- D. Main Street Board
  - Possible Council Liaison Report
- E. Parks & Recreation Board
  - 1. Possible Council Liaison Report
- F. Planning & Zoning Commission
  - 1. Minutes
  - 2. Possible Council Liaison Report
    - Mike Henry stated there was a public hearing to discuss the zoning change that is on the City Council agenda. He said they passed the zoning 4-1.
- 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.

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 APPROXIMATELY 15.26 ACRES OF SUCH LAND AND A BASE ZONING DISTRICT OF MF-2 MULTIFAMILY **RESIDENCE-2** ON APPROXIMATELY 21.74 ACRES SUCH OF LANDUSES 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.** 

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

- Mayor Wiebold opened the public hearing at 6:11 p.m.
- Matt Moore with Clay Moore Engineering stated he was in attendance on behalf of Brown & Griffin Real Estate. They are requesting rezoning for the property at the northwest quadrant of State Highway 78 and U.S. Highway 380 from Agricultural to a Planned Development District with commercial and multi-family. He said the property is unique because it will have challenging access off of State Highway 78 and Farmersville Parkway on the north. He explained there is existing industrial uses to the west of the property, but their approach is to set up office/flex space to buffer the multi-family from the He said the requested uses are compatible with the Comprehensive Plan and they have met with city staff regarding the site. He said they have some site constraints that will affect how many apartments units they will be able to build. He explained currently they do not have a plan for the multi-family and it will be something they will do down the road. He stated if the size of the property for the multi-family was a concern they could maybe cap the number of units they could have. He said that 350 units would be typical for the property size.
- Mayor Wiebold asked if anyone else wanted to speak for or against the zoning change.

- No one came forward so he closed the public hearing at 6:14 p.m.
- Mike Henry asked about the entrances to the property.
- Matt Moore stated they have not planned it yet, but they are looking at probably three entrances.
- Mike Henry stated one thing he liked about the layout is the buffer zone from the industrial.
- Dwain Mathers asked what the office space would be.
- Matt Moore stated it would be for the service industry for office spaces and smaller warehouses.
- Dwain Mathers asked what the concerns of the Planning & Zoning Commission were.
- Matt Moore stated they were concerned about the density of the multi-family tract and truck traffic.
- Craig Overstreet said he was a little concerned about the density. He also
  indicated that if they were to develop the multi-family soon it would have a
  great impact on the school district.
- Leaca Caspari stated the zoning fits within the future land use plan and it does make sense. Her only concern was access to the property. She said the fact that there are a lot of easements on the property will put limitations on the site. She indicated the traffic was a concern for Mr. Hesse on the Planning & Zoning Commission.
- Dwain Mathers asked if Council thought there would be traffic issues for the site.
- Craig Overstreet stated they have not submitted a site plan, so who could say at this point.
- The Council wanted to limit the units of the apartment complex in order to control the density.
  - Motion to approve the zoning change with a restriction of 350 units on the MF-2 tract made by Mike Henry
  - o 2<sup>nd</sup> was made by Terry Williams
  - All council members voted in favor, except Craig Overstreet who voted no

#### 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.
  - 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 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.

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

- Ben White stated he had another business downtown that painted a sign on the wall of their building. He explained he had the Building Official, Charles Kirk, conduct a survey of the buildings downtown that already had paint on the bricks. He said there are clear indications from others in the city that from historical purposes they do not want people to paint on the brick. He said he will have to enforce to current sign ordinance if Council does not make a determination to change the ordinance. If Council does not want to approve the ordinance he will give everyone two weeks to remove the signs.
- Craig Overstreet stated that it is very important for the city to enforce the
  ordinances we have in place. We have a process and we need to honor it.
  He said right now the ordinance says businesses cannot have signs painted
  on the buildings. He said the law needs to be enforced.
- Ben White stated the last sign that was put up was done without a permit.
   The inspector told them to stop painting the sign and the owner refused.
- Dwain Mathers wanted to speak on the topic.

- Ben White indicated that one of the buildings he owns was the topic of discussion so he should recuse himself.
- Dwain Mathers would not recuse himself. He stated the Historic
  Preservation Ad Hoc Committee was supposed to have meetings to discuss
  the signs being painted on the walls and they have not had enough meetings
  yet. He said the signs need to be done historically correct.
- Leaca Caspari stated the Planning & Zoning Commission was asked to appoint this committee. She indicated city staff did not do much to get the meetings started. It is not the committee's fault the topic has not been discussed and decisions have not been made on sign ordinance changes.
- Donna Williams who resides at 1985 State Hwy. 78 stated she went to the Main Street Board Historical Society meeting and they stated you should not paint on the buildings.
- Allison Mathers requested that Council not approve the ordinance and wait until the Historic Preservation Ad Hoc Committee could review it and make a determination.
  - Motion to deny the changes and amendments to the current sign ordinance and to enforce the current sign ordinance made by Craig Overstreet
  - o 2<sup>nd</sup> was made by Mike Henry
  - Council Members voted as follows:
    - Dwain Mathers did not vote
    - Mike Henry voted yes
    - Terry Williams voted no
    - Craig Overstreet voted yes

#### VIII. REGULAR AGENDA

- A. Consider, discuss and act upon an agreement with the Farmersville Historic Society agreement for the Bain-Honaker House.
  - Ben White stated the changes requested by Council were made in relation to liability to the city.
    - Motion to approve made by Craig Overstreet
    - o 2<sup>nd</sup> was made by Terry Williams
    - All council members voted in favor

- 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.
  - Motion to approve made by Terry Williams
  - o 2<sup>nd</sup> was made by Mike Henry
  - All council members voted in favor
- 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.
  - Motion to approve made by Craig Overstreet
  - o 2<sup>nd</sup> was made by Mike Henry
  - All council members voted in favor
- D. Consider, discuss and act upon a development agreement with Lakehaven Municipal Utility District.
  - Ben White went over the development agreement and highlighted some major points in the agreement.
  - Dwain Mathers asked about the shortage of police and fireman within the city and asked if Lakehaven would help pay for additional staff that would house the fire station in Lakehaven.
  - Ben White stated it would be based on a pro rata of the population being protected.
  - Eddy Daniel stated the development is in the city's fire district and whether we get money or not we have to respond to calls in Lakehaven.
  - Ben White stated the county pays us per run for fire service in the county. He went on to discuss the wastewater treatment plant information in the agreement.
  - Craig Overstreet asked if right-of-way has been obtained for the sewer line from the city to Lakehaven.
  - Eddy Daniel said we have the interceptor line location chosen, but the rightof-way has not been acquired yet because it is expensive.
  - Ben White stated there are still items being negotiated and the agreement would be on the next agenda for approval.
- E. Update regarding the actual vs. budget.
  - Daphne Hamlin went over the major expenditures that have taken place and compared those to the budget.

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

- Craig Overstreet wanted street maintenance and repairs, update on the home improvement incentive program, and boundary agreements on the agenda.
- Mike Henry wanted an update on Collin Parkway.

### IX. ADJOURNMENT

Meeting was adjourned at 8:10 p.m.

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

V. Informational Items	

Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Minutes     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



# FARMERSVILLE CITY AMENITIES BOARD MINUTES FOR March 25, 2021

Present: Randy Smith, Regina Fryman, Dorothy Stephenson, Karen Rice and Judy Brandon. Also present: Council Liaison Terry Williams, and Librarian Trisha Dowell as staff liaison.

#### I. PRELIMINARY MATTERS

Meeting was called to order by Randy Smith at 4:01 p.m.

#### II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

There was no public testimony.

#### III. APPROVAL OF MINUTES

February 25, 2021 Minutes.

Karen made a motion to approve the minutes. Regina seconded; all were in favor.

#### IV. SENIOR CITIZEN CENTER

## A. Consider, Discuss, and act upon any changes to the Goals, Rules & Guidelines for the Senior Center.

There was some discussion about the goals, rules and guidelines. Board members are to bring a list of goals to the next meeting.

#### B. Comments and Concerns.

Randy wanted everyone to think about what kind of activities the board wanted to happen at the Senior Center.

#### V. CIVIC CENTER

#### A. Update on Civic Center

The board discussed the Civic Center report.

#### B. Comments and Concerns.

There was none.

#### VI. LIBRARY

#### A. Report from Trisha Dowell.

Trisha gave an update on the library; preparing for Summer Reading Club, and preparing to reopen normal hours in the next month.

#### **B.** Comments and Concerns

There were none.

#### VII. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

- Everyone come back with their suggestions for the goals, rules and guidelines for the Senior Center.
- Donations to Senior Center, where do they go, who are they from, what are they used for, and who controls the spending of them.

#### VIII. ADJOURNMENT

Regina made a motion to adjourn the meeting. Karen seconded; all were in favor. The meeting adjourned at 5:00 p.m.

ATTEST:

Trisha Dowell, Library Director

APPROVE:

Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Financials     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>□ Approve</li> <li>□ Approve with Updates</li> <li>□ Disapprove</li> <li>• Motion/second/vote to continue to a later date.</li> <li>□ Approve</li> <li>□ Disapprove</li> <li>• Move item to another agenda.</li> <li>• No motion, no action</li> </ul>

#### Farmersville Economic Development Corp. 4A April 2021 Financial Report

#### Farmersville Economic Development Corp 4A

#### **April 2021**

Statement	Balance	4-01-2021

\$88,159.23

Deposits:

Sales Tax:
Cking Int .30%
Loan repayment
Cleared Checks

Transfer to now account

Statement balance 05-02-2021

\$19,737.70 \$25.23

\$2,622.04

\$110,544.20

#### **Outstanding Transactions**

Sales Tax

**Transfer to Texpool** 

**CD Interest** 

**Oustanding checks (Collin College)** 

\$(7,500.00)

Balance 5-6-2021

\$103,044.20

Signature   Sign		FY 2020													
		Budget	October	November	December	January	February	March	April	May	June	July	Anonst	Santambor	5
	Beginning Bank Balance		\$253,314.84	\$276,467.67	\$274,628.59	\$238,994,48	\$326,680.83		П					The state of the s	
1,10,100   2,65,610   2,61,104   2,10,104	Sales Tax Collections	\$250 000 00	\$23.155.40	\$23 950 55	\$21,670,60	CV 505 KC\$	454 000 45	-							
11   12   12   12   12   12   12   12	nterest Income cking	\$100.00		\$71.08	673 16	824 COO 42	401,023.10		'n.						\$169,073.29
1   1   1   1   1   1   1   1   1   1	Now Account Interest	\$1 200 00		662.64	0.070	10.100	27.9 38	-							\$474 80
1   2   2   2   2   2   2   2   2   2	oan Repayment	\$31 464 00	\$2 622 04	\$2 622 D4	\$0.00¢	40 622 04	25,959,52	-							\$1,497.89
STOCOO   S	Transfer to now account			10,770,720	77,077	\$2,022,04	92,022,04	-+-	1						\$18,354.28
1   1   1   1   1   1   1   1   1   1	Fransfer to Texpool							\$(200,000.00)							
Strington   String	fransfer From Texpool														
Part	expool Interest	\$1,200,00	\$121.50	\$108.42	\$82.78	\$72.18	£35.41	-1-							
	D Investment		\$377.08			\$377.31									\$434.7
Strington   Stri	otal Revenue		\$ 279,537.75		298,994.48	326,680.83	360,411,94	88,159.23	110,544,20				•		19
11   12   12   12   12   12   12   12	Expenses:														
\$1,000.00   \$270.00   \$1,000	Administration Expenses														
\$2,200.00   \$2,500.00   \$194,72   \$2,500.00   \$194,72   \$2,500.00   \$194,72   \$2,500.00   \$194,72   \$2,500.00   \$194,72   \$2,500.00   \$194,72   \$2,500.00   \$2,5	dministration	\$1,000.00													
S250000   S2500000   S250000   S2500000   S	leeting Expenses	\$1,000.00	\$570.08												\$570.0
S250010   S2,500 00   S19472   S2000   S19472   S2000   S2,500 00   S19472   S2,500 00	ues/School/Travel	\$5,200,00													
12,500,000   114,12   12,500,000   12,144,12   12,500,000   12,144,12   12,500,000   12,144,12   12,500,000   12,144,12   12	TEX 21	\$2,500 00													\$2,500.0
100   100	Wice Supplies	\$200.00		\$194,72											\$1947
Si   Si   Si   Si   Si   Si   Si   Si	egal Service	\$2,500 00													
Si   Si   Si   Si   Si   Si   Si   Si	otal Administration	\$12,400.00													
Signoto to Signoto t	Marketing/promotion Exp	penses													
\$50,000   \$1,500	xpenses/Advertising	\$8,000.00													
1,500 00   2,500 00	Vebsite update	\$6,000.00													
	DC Round Table	\$1,500.00													
PCONT   \$500.00   St. 500.00	otary Sponsorship	\$500,00													
\$500.00   \$500	hamber Sponsorship	\$1,000.00													
\$7,500.00 \$1,1400.00 \$2,1070.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,000.00 \$2,14,100.00	mall Business intrepreparation Conf	\$500 00													
\$27,400.00   \$3,070.08   \$194.72   \$4,720.00   \$5,000.00   \$2,00	collin College Sponsorship	\$7,500,00						\$7 500.00							2 500
\$20,000 00   \$226,000 00   \$255,000 00   \$	otal Expenditures	\$37,400.00		\$194.72	ند			\$7,500.00		ú	*		3	4	\$10.764.8
\$50,000 00 \$224,000 00 \$225,000 00 \$225,000 00 \$25,000	Directive Business Incen														
SSA4,000 00   SSE5,000 00	dc Action Plan	\$20,000,00	104												
\$351,000.00 \$\$3,070.08 \$228,290.00 \$\$28,290.00 \$\$28,290.00 \$\$28,290.00 \$\$28,290.00 \$\$28,000.00 \$\$28,000.00 \$\$28,000.00 \$\$250,000.00 \$\$2	collin College Road	\$244,000.00													
\$314,000 00 \$3,070.08 \$22,290.00 \$\$  \$354,000 00 \$3,070.08 \$228,290.00 \$\$  \$357,436) \$\$  \$274,710.00 \$\$  \$357,436) \$\$  \$274,710.00 \$\$  \$276,4376.00 \$\$  \$276,4376.00 \$\$  \$276,4376.00 \$\$  \$276,4376.00 \$\$  \$276,4376.00 \$\$  \$276,000.00 \$226,000.00 \$2	açade Grant Program	\$50,000,000		\$25,000.00											\$25,000.0
\$514,000.00 \$53,070.08 \$528,484,72 \$53,070.08 \$528,484,75 \$525,000.00 \$525,000	Expense Pnor Year			\$3,290,00											\$3,290.0
\$53,400.00   \$3,070.08   \$226,480.00   \$4,000.00   \$2,000.00   \$	oral pevelopment cost	2514,000,00													\$28,290.0
\$214,710.00 \$3,070.08 \$28,484,72 \$28,984,48 \$328,680.83 \$380,411.94 \$80,659.23 \$110,544.20 \$	Potal Expenditures	\$351,400.00		\$28,290.00	ů,		is	\$7,500.00		es	ů.		**	· A	\$39,054.8
\$3,070.08 \$228,484.72 \$\$ \$326,690.83 \$360,411.34 \$80,699.23 \$110,544.20 \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$	From Reserves	\$214 710.00													
\$276,467,67 \$274,628,62 \$298,994,48 \$1226,680,83 \$360,411;94 \$80,659,23 \$110,544.20 \$257,551,52 \$257,615.03 \$257,646.32 \$257,746.32 \$127,746.32 \$1,808,149.65 \$1,808,041.34 \$256,000,00 \$256,000,00 \$256,000,00 \$256,000,00 \$256,000,00 \$256,000,00 \$1072,398,56 \$1,072,398,56 \$1,072,398,57 \$1,072,398,57 \$1,072,398,59 \$1,072,398,	Total Expenditures			\$28,484.72	d.		۵	\$7,500.00		à	ů	11			\$39.054.80
\$257,551.52 \$257,615.03 \$257,746.32 \$257,746.32 \$257,746.32 \$1,805,149.65 \$1,809,041.34 \$1,805,040.00 \$256,000.00 \$256,000.00 \$256,000.00 \$256,000.00 \$256,000.00 \$1072,208.19 \$1,072,298.56 \$1,072,398.56 \$1,072,298.56 \$1,072,298.56 \$1,072,298.56 \$1,072,298.56 \$1,072,098.77 \$1,072,09	Ending Bank Balance		\$276,487,67	5274,628.62	\$298,994.48	\$326,680,83	\$360,411.94	\$80,659,23	\$110,544.20						
\$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$5.50,000.00 \$7.50,000.00 \$1.072,000.00	Now Account		\$257,551.52	\$257,615.03	\$257,680.67	\$257,746.32	\$257,805.64	\$1,808,149.65	\$1,809,041.34						
\$1,072,098.77 \$1,072,290.97 \$1,072,398.56 \$72,412.22 \$72,412.20 \$72,413.00	CD Investment		\$250,000.00	\$250,000.00	-			uh.							
	Texpool Balance		\$1,072,099.77	\$1,072,208.19				\$72,412.22	\$72,413.00						

•

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote  ☐ Approve ☐ Approve with Updates ☐ Disapprove</li> <li>Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove</li> <li>Move item to another agenda. ☐ No motion, no action</li> </ul>

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Financials     Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

TIRZ
April 2021
Financial Report

#### TIRZ April 2021

Statement Balance 03-31-2021

\$3,226.67

Deposits:

**Cking Int CBTX** 

\$1.60

Wire Fee

Transfer from Texpool

Ad Valorem County portion Statement balance 4-30-2021 \$61,558.93 \$64,787.20

**Outstanding Transactions** 

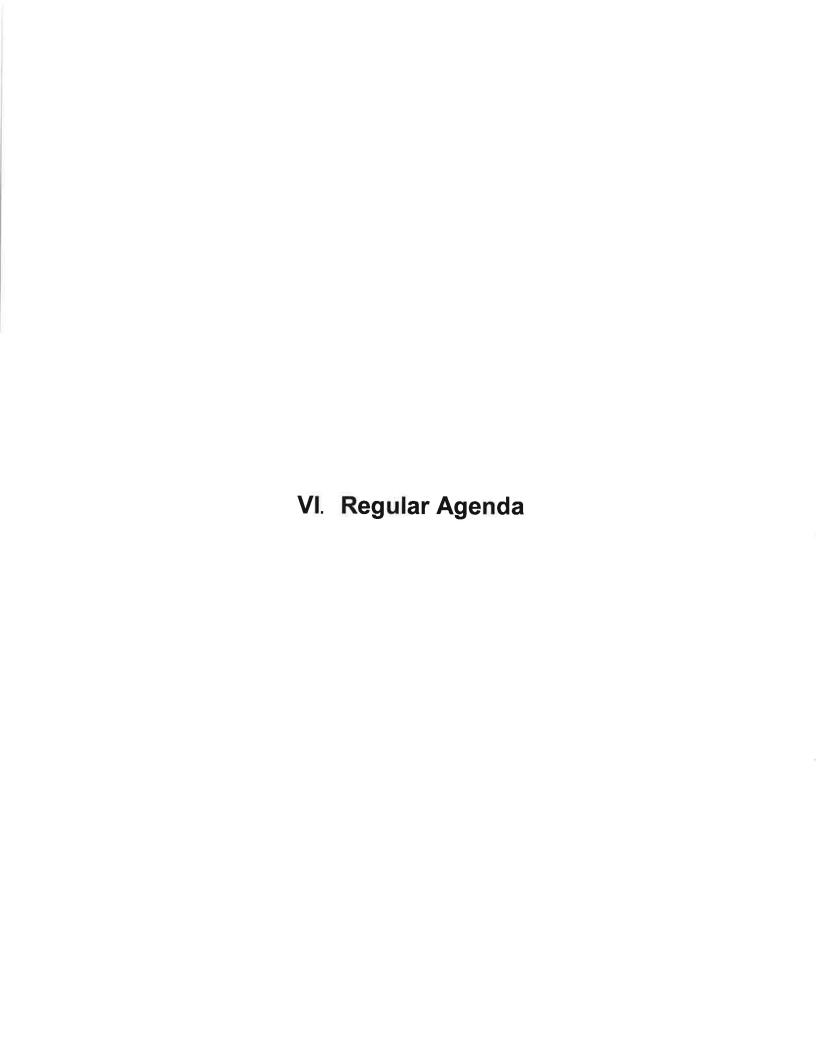
Balance 5-6-2021

\$64,787.20

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

	FY 2020													
	Budget	October	November	December	January	February	March	Anril	Move	hund	Traffic	100		
Beginning Bank Balance		\$32,908.12	\$32,909.83	\$32,911.23	\$32,912.63	\$32 163.92	\$3.226.67 €	ı	may	Silic	July	August	September	QL.
Deposits							+	ı						
Ad Valorem Tax Collection	\$425,043,00						C105 5R1 24 C	A+ 548 03						
Interest Income cking	\$3,500,00	\$1.77	\$1.40	\$1.40	\$1.29	\$0.26								
Misc deposit						200								
wire fee														
Transfer to Texpool														
Transfer From Texpool							\$(495 561 24)							
Texpool interest		\$47.28	\$42.17	\$32.19	\$28.08	\$13.79	\$6.87	40.13						
Total Revenue	\$428,543,00	\$32,909.83	\$32,911.23	\$32,912.63	\$32.913.92	\$32.164.18		755			•		ļ	
Exponses:								AT: 10.1100	4	٨	٨	À	a	o's
Administration	\$2,000.00													
Meeting Expenses	\$2,000,00													
Dues/School/Travel	\$2,000.00													
Office Supplies														
Legal Service	\$7,500.00													
Debt Service														
Interest Payment (PJ116)	\$57,875.00					\$28.837.51								
Bond Issuance					\$750.00									
Principal Payment (PJ116)	\$85,000.00													
Directive Business Incentives	ş													
Street Construction, Concrets, Welch Drive, Panel Replacement (PJ122)	\$225,000.00													
TIRZ General Fund Transfer (PJ261)	\$40,000.00													
Street Construction, Farmerville Pkwy, AMP to Welch (PJ116)	\$244,000.00													
Total Expenditures	\$645,375.00	d,		*	\$750.00	\$28,937.51				4	4	,	J	\$20 £87 £4
Revenue vs Expenditures	(\$216,832)													(\$29 KRR)
From Reserves	\$216,832													
Ending Bank Balance		\$32,909.83	\$32,911,23	\$32,912.63	\$32,163.92	\$3,226.67	\$3,226.67	\$84,787.20	ů	٠	vi	vi	d	
Texpool Balance		\$416,927.57	\$416,969.74	\$417,001.93	\$417,030.01	\$417,043.80	\$912,611,91	\$912,622.04						
Total Available Funds		\$449,837.40	\$449,880,97	\$449,914,56	\$449,193.93	\$420,270.47	\$915,838.58	\$977,409.24						

Agenda Section	Informational Items
Section Number	V.H
Subject	City Manager's Verbal Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php
Consideration and Discussion	<ul> <li>Update on home improvement incentive program</li> <li>Update on boundary agreements</li> <li>Update on Collin Parkway and Farmersville Parkway</li> </ul> City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>



Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Presentation from UTA Capstone Project Group concerning Farmersville Citizen Survey.
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Survey Results
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>

#### Final Report 2021 Citizen Satisfaction Survey

A partnership between the City of Farmersville & University of Texas at Arlington





TEXAS ARLINGTON UNIVERSITY OF

MPA Capstone Aaron Werner Diem Nguyen Lynn Barrett Cristina Winner Carissa Williams-Spicer

## Survey Objectives

FIVE YEAR UPDATE

MEASURE CITIZEN SATISFACTION QUALITY OF LIFE & BROADBAND ADDED

CITIZEN FEEDBACK SECTION

### 2021 Report

141 PAGES

10 CATEGORIES

CITIZEN INPUT

Citizen Survey Farmersville Report

2021





TEXAS
ARLINGTON

#### Completed For MPA Capstone By:

Cristina Winner Carissa Williams-Spicer Aaron Werner Diem Nguyen



### Categories

Perception of the City

Perception of Safety

Accessibility

Environment, Housing and Opportunities

Day to Day Essentials

Recreation Bond

Perception of City Services

Day to Day Activities

Perception of Quality of Life

Objectives

**Demographics** 

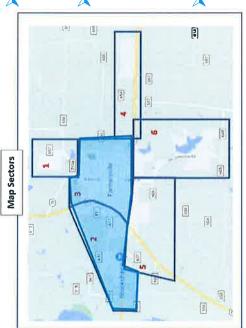
Other Issues Services

#### Respondent Demographics

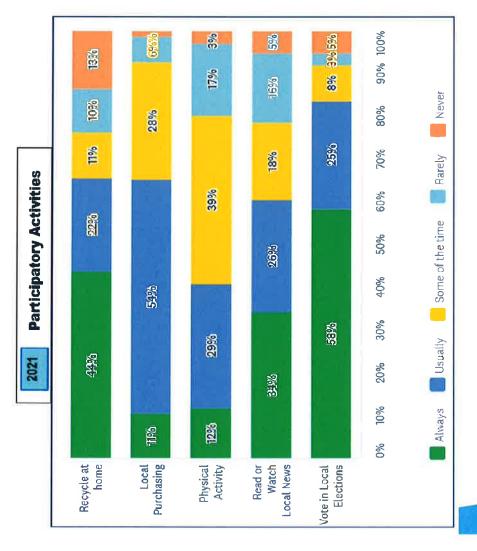
- □ Employment Status
- ☐ Years lived in Farmersville
- □ Dwelling Type
- ☐ Rent vs. Own
- □ Monthly Housing Costs
- □ Total Income
- ☐ Race/Ethnicity
- □ Age
- □ Gender
- ☐ Highest Level of Education
- ☐ Cell phone vs landline
- ☐ Children 17 and Under in the home
- ☐ Member of Household 65 years or older
- □ Sector of town
- □ Participatory Activities

#### Demographics Key Takeaways

Most Respondents Lived in Sectors 2 and 3



- Respondents were considerably younger than in the 2016 survey
- Likely a result of the electronic format and the new development in the city drawing younger families
- Percentage of women went up slightly 65%-35%
- Most respondents live in detached single-family housing and own their homes
- Most respondents were Caucasian, but Hispanic survey takers increased from 5 years ago.
- Most respondents were working full time, half outside Farmersville, more than 17 percent working from home
- Almost all reported having a cellphone and no landline



## Participatory Activities

- Significant decline in
- always recycle,
- watch the news
- Slight Decline
- always shop local
- engage in physical activity
- > 83 percent always or usually vote in local elections. This is well above average for local elections.

# Category One: Perception of the City



Neighborhood as a place to live

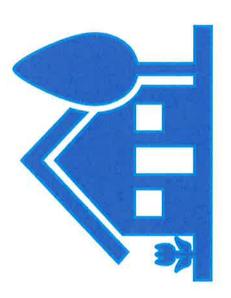
>As a place to raise children

►As a place to work

►As a place to visit

►As a place to retire

►Overall Quality of Life



#### Perception Takeaways

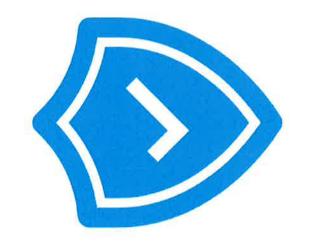
Safety RankedHighestOverall NaturalEnvironmentSense ofCommunity

- ►As a place to live score was a 3.75 out of 5
- ►Neighborhood as a place to live was the highest with a 4.11
- >35 percent of respondents rated
  Farmersville Excellent place to live, raise children and retire
- >80 percent ranked the city as having excellent or good quality of life.
- >30 percent ranked the city excellent or good place to work, lowest of the category
- ►Significant increase in scores over 2016

#### Category Two: Perception of Safety

## Respondents were asked to rate how safe they felt...

- Oln their neighborhood during the day
- Oln their neighborhood at night
- In public areas of Farmersville during the day
- Oln public areas of Farmersville during the night



#### Safety Key Takeaways

- Respondents overwhelmingly reported feeling safer during the day
- ▶Neighborhood (95 percent)
- ► Public spaces (96 percent)
- ►At night respondents still reported feeling somewhat or very safe
- ►Neighborhood (87.7 percent)
- ▶ Public Areas (84.3 percent)
- Significant increase in feeling of safety over 2016 survey results, particularly in neighborhoods and public areas at night

## ENVIRONMENT, HOUSING AND OPPORTUNITIES CATEGORY 3: ACCESSIBILITY,

- Housing and Food Opportunities Accessibility
- ➤ Variety of housing options
- Availability of affordable housing
- Availability of affordable quality food
- **▶** Environment
- ► Air quality
- ► Cleanliness
- ➤ Overall appearance





- Ease of public parking
- Ease of travel by car
- Ease of travel by bicycle
- ► Ease of walking
- Availability of walking trails



## ENVIRONMENT, HOUSING AND OPPORTUNITIES KEY TAKE AWAYS ACCESSIBILITY,

- > Generally, favorability rose in most categories in the 2021
- > The demographics of the survey are statistically significant
- of 65. In 2021 only 23 percent of the respondents were ▶ In 2016, 42 percent of respondents were over the age over the age of 65.
- > Favorable responses for housing affordability jumped 16 percent. This may be attributed to different age demographic and new housing developments.

## CATEGORY 4: Day-To-Day Essentials

- □ Education
- □ Availability of affordable quality childcare
- □ Employment Opportunities
- □ Availability of decent paying jobs
- □ Shopping opportunities
- □ Cost of Living in Farmersville
- ☐ Quality of business and service establishments
- □ Downtown and commercial areas





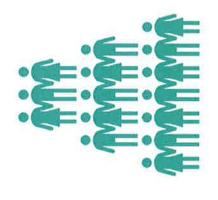
- □ Cultural Arts & Music
- □ Religious or Spiritual
- □ Social Activities
- □ Volunteer Opportunities
- □ Community Participation
- □ Diversity and Inclusion
- □ Neighborliness



#### Essentials Takeaways

Safety RankedHighestOverall NaturalEnvironmentSense ofCommunity

- > Education ranked high, significant increase
- AS A PLACE TO LIVE Overall score was a 3.75 out of 5
- Neighborhood as a place to live was the highest with a 4.11
- >35 percent of respondents rated Farmersville as an excellent place to live, raise children and retire.
- >80 percent ranked the city as having either excellent or good quality of life.
- excellent or good place to work, lowest of the >30 percent ranked the city as either category
- ► Significant increase in overall score



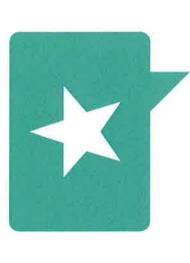
- Lower Crime reports
- Most conserve water, prep for emergencies, contact city leaders,
  - V Decrease in victim of crime category

#### CATEGORY 5: Day-To-Day Activities

- ➤ City Interaction
- > City Participation
- ➤ Public Meetings

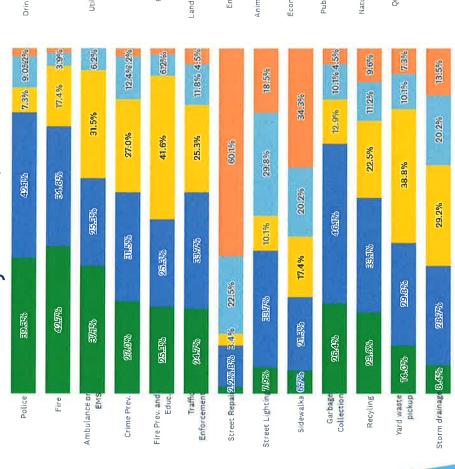
# CATEGORY 6: Perception of City Services

- ► Departmental Quality
- ► Customer Service
- ► Performance Ratings for Governmental Services



REPORT HAS DETAILED CHARTS

#### 2021 City Services

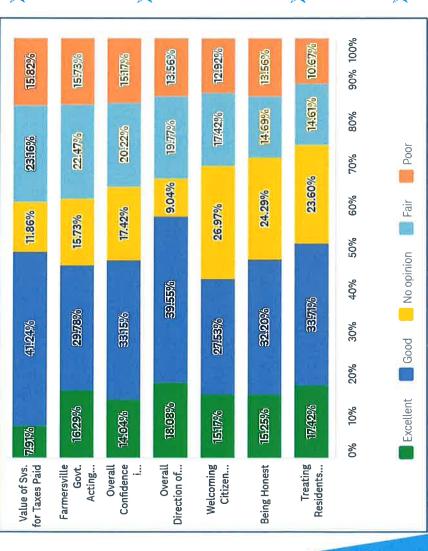






- street repair and sidewalk maintenance which mirrored Those rated below fair included code enforcement, the 2016 survey
- > Streets received the lowest ratings with 60 percent giving a rating of poor
- Increase of 20 percent from 2016 survey
- > Street lighting and sidewalks also received ratings of fair or poor
- Data mirrors the feedback provided by respondents in the open-ended questions

## Governmental Performance



- > 40 percent approved of services value for taxes and overall direction was good
- > 38 percent responded either fair or poor regarding city government acting in their best interests
- > 57 percent agreed with overall direction of the city
- Higher responses than in 2016

# Category 7: Perception of Quality of Life

► Public Safety

▶ Education

► Employment Opportunities

▶Open Spaces

► Utilities

▶Internet Services, fiber & broadband

► Affordable Childcare

► Business Environment

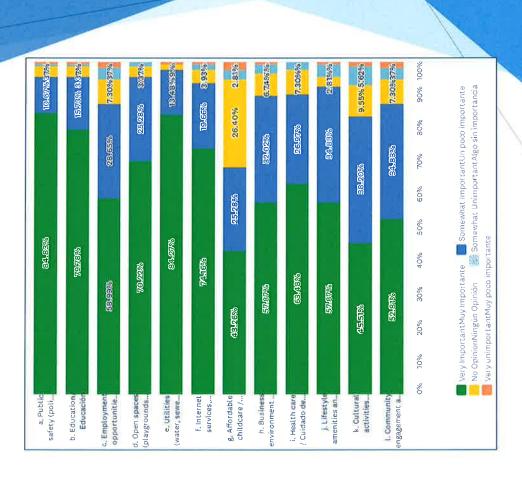
► Health Care

► Lifestyle Amenities

► Cultural Activities

► Community Engagement and Services





Citizens view public safety, utilities/internet, education and open spaces as top four categories

Data provides support for any bond initiatives for future development of parks and recreation facilities

\*32 percent of respondents had neutral or negative responses on affordable childcare

\* Likely demographic driven

## Bond Election

- > 66 percent support for indoor recreation center
- > Increase of 10 percent from the 2016 survey
- > 75 percent support bond for an outdoor recreation area
- > 35 percent bond for indoor/outdoor recreation facilities
- > 61 percent of younger respondents supported bond election

- ►Indoor Recreation Center
- ►Outdoor Recreation Center
- ▶ Amenities
- ▶ Swimming Pool
- ► Cardio Workout facility
- ►Playground, Small Children's Activities
- ►Multi-Purpose Rooms
- ► Indoor Jogging Track
- ► Baseball/Softball/Soccer Fields
- ►Basketball/Tennis/Volleyball Courts
- ▶ Racquetball / Handball
- ▶ Professional Trainers
- ▶ Other

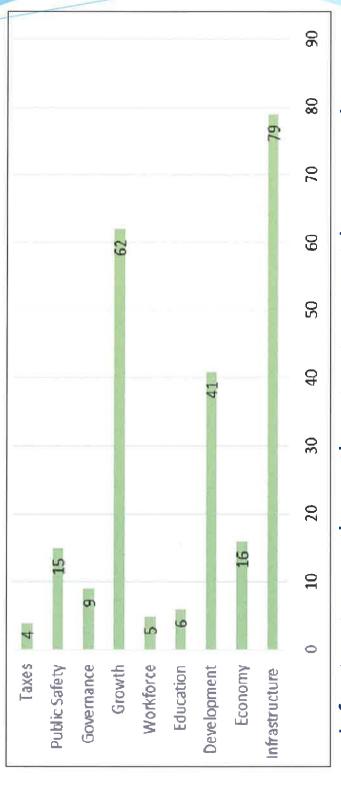
### Broadband

- ▶73.5 percent very satisfied or somewhat satisfied
- ▶57 percent use internet more than 4 hours a day
- 1 percent reported never using internet
- ▶85 percent use internet 2 hours or more a day
- ►75 percent of respondents depend on internet for work or school

- ➤ Internet Service at Home
- Monthly Cost for Internet Services
- Price Point for City Provided Services
- > Internet Provider
- > Satisfaction with Current Provider
- ➤ Time Spent Daily on Internet
- Depend on Internet to do Work or School



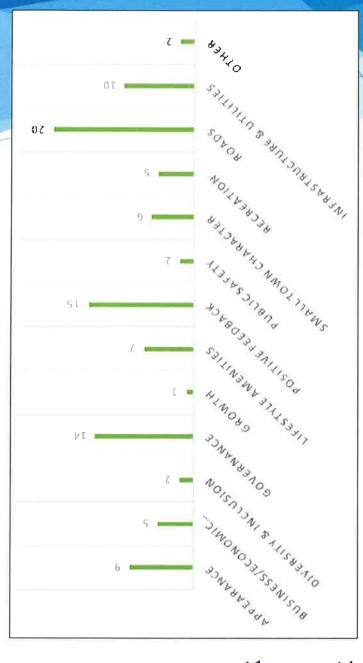
# Open Ended Responses



- > Infrastructure and growth as top two most important issues next 5 years
- > 2016 top two were reversed

### Feedback

- Roads were mentioned more often than any other category
- Positive feedback commending city staff and services was next



- > Decrease in comments on appearance, upkeep, public safety from 2016
- > Comments on diversity & inclusion indicate a changing community

## Summary & Conclusion

- > 2021 rating higher than in 2016 with a 3.51 overall
- > Perception of safety was top category with rating of 4.45
- Government Performance a increased from 2.92 to 3.17
- Results show citizens Satisfied with direction of the city.
- Scontinued concerns on future growth & development, streets, fitness and recreation opportunities

# is uoissan

Agenda Section	Regular Agenda	
Section Number	VI.B	
Subject	Consider, discuss and act upon a development agreement with Lakehaven Municipal Utility District.	
То	Mayor and Council Members	
From	Ben White, City Manager	
Date	May 11, 2021	
Attachment(s)	Development Agreement	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php	
Consideration and Discussion	City Council discussion as required.	
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to another agenda.</li> <li>No motion, no action</li> </ul>	

### 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 ("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, 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, the Parties intend that the Property be developed: (i) as a high-quality, masterplanned, 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, the District and the City now wish to enter into this Agreement to amend and restate the Original Agreement in its entirety; and

WHEREAS, this Agreement is authorized by and entered into pursuant to the provisions of Section 212.172, Texas Local Government Code, as amended.

### **AGREEMENT**

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

### ARTICLE I CONSENT TO ADDITION OF LAND TO THE DISTRICT

- 1.1 <u>Consent to Addition of Land to the District</u>. 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 <u>Full Satisfaction</u>. 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 <u>Consent Resolutions</u>; <u>Other Documents</u>. 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 Article I and in the Consent Resolution.

### ARTICLE II EMERGENCY SERVICES

2.1 <u>Emergency Services</u>. 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 <u>Cost of Emergency Services</u>. Landowner or the District shall pay for such Emergency Services, as follows:
  - (a) Landowner, on behalf of the District, or the 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 the 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 the District during the immediately preceding year.
  - (b) On a quarterly basis, Landowner, on behalf of the District, or the 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:

Payment = City Cost X # of District Connections
(# of City Connects + # 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 the District, or the 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 the District, or the 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 the District, or the 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 the District, or the 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 the District, or the 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 the District, or the 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 the District, or the 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 the District assume no responsibility for the reliability, promptness or response time of the City in providing the Emergency Services. Landowner's and the 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 the 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. The 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 Landowner and the 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 the 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 <u>Site for Emergency Services</u>. Contemporaneously with the filing of a final plat for the phase adjacent to the "Emergency Services Site" (hereinafter defined), 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 the District shall be responsible for all public infrastructure costs related to the extension of adequate public facilities necessary to serve the Emergency Services Site. Landowner and the 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) Within 60 days from the Effective Date of this Agreement, Landowner or District shall 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 and approved by Landowner, which approval will not be unreasonably withheld, delayed or denied, 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; provided that the final easement route utilizes existing rights-of-way to the maximum extent possible where feasible.

Substantially contemporaneously with the conveyance of the Plant Site to the City under subsection (a)(1), above, the City shall grant a temporary license upon, over, and across the Plant Site to Landowner, the District, their subcontractors and vendors that provides unrestricted access for the purpose of carrying out construction activities related to the Temporary WWTP and the WWTP prior to those facilities commencing operation. The City shall also grant to Landowner or the District such easements as are necessary to extend utilities to the Temporary WWTP and WWTP at no cost to Landowner or the District subject to the City's approval of the location of such easements upon and across the Plant Site, which approval shall not be unreasonably withheld, delayed or denied.

- (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 agrees with Landowner that City is the Discharge Permit holder and a party to a Wastewater Regionalization Agreement dated March 26, 2009, by and between North Texas Municipal Water District ("NTMWD"), the City, and Farmersville Investors, LP, predecessor-in-interest to Owner (the "WRA"), that the provisions of the WRA are still in place, that the Study (as defined in the WRA) has been completed, and that this Agreement is subordinate to the WRA for as long as it remains in force and effect. Owner and City agree that the spirit and intent of the WRA has been fulfilled; and shall cooperate to obtain NTMWD's approval of the recission, repeal, revocation, or termination of the WRA. If termination of the WRA is not acceptable to NTMWD, Owner and City shall cooperate to obtain NTMWD's approval of an amendment to the WRA that recognizes the Temporary WWTP and the WWTP as the "District Regional Facility," as defined in the WRA, and authorizes the City to operate the Temporary WWTP and the WWTP in place of NTMWD.
- (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, the 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 the 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 the 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 the 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. The WWTP shall be constructed according to the construction plans prepared by Kimley-Horn & Associates dated March 2019, as well as the Official Opinion of Probable Cost attached as Exhibit "F".
- 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, 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.
- (n) The District shall not be entitled to more capacity than that amount of capacity for which Landowner and/or District has paid to 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.
- (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 <u>Governing Regulations</u>. Except as may otherwise be agreed by the City and Landowner, 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," which has been previously approved by the City Council (the "Concept Plan"), and which is a development plan as provided in Section 212.172, Texas Local Government Code;
  - (b) The City's "Subdivision Ordinance" (i.e., currently Chapter 65 of the Farmersville Code), as of the Effective Date, except as otherwise provided herein and in the Development Standards (the "Subdivision Regulations") it being specifically understood and agreed that preliminary plats within the Property shall be valid for a period of 6 months; provided, however, that no preliminary plat shall expire so long as progress toward completion of the project, as contemplated by Section 245.005(c), Texas Local Government Code, has been accomplished;
  - (c) The City's "Utilities" Ordinance (i.e., currently Chapter 74 of the Farmersville Code), as it 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 development standards set forth in Exhibit "H" (the "Development Standards") attached hereto and incorporated herein by reference for all purposes allowed by law, as they may be amended from time to time upon the agreement of the Parties;

- (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 the Development Standards 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) Present and future ordinances enacted by the City pursuant to Chapter 217, Texas Local Government Code; provided, however, so long as Landowner's performance of a complained of act or alleged failure to perform an act is in compliance with the requirements of this Agreement, the City cannot claim that such performance or failure to perform 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 shall apply to the development of the Property unless and until the Property is annexed into the City's corporate limits, as provided in this Agreement.

4.2 <u>Concept Plan</u>. The Concept Plan identifies 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.

- 4.5 <u>Development Regulation Revisions</u>. The City Manager shall have the authority to administratively approve the following "minor revisions" to the Development Standards: (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 Standards 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 <u>Building Code Amendments</u>. 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 <u>State and Federal Requirements</u>. 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 <u>1445 Agreement</u>. 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 <u>Jurisdiction</u>. 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 <u>Plat Approval</u>. 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, 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 provide police services as required by this Agreement.
  - (b) 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 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.

- (c) 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 Standards. Except for model homes built in conformity to the Development Standards, 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 <u>Certificate of Occupancy</u>. 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 <u>Inspection Records and Reports</u>. 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 <u>Plat Review Fees</u>. 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 <u>Plan Review Fees</u>. 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 <u>City Inspection Fees</u>. 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 Landowner, District and City agree are adopted and applied to the WWTP in compliance with Chapter 395, 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 <u>Fees.</u> Except for Plat Review Fees, Plan Review Fees, Inspection Fees, the 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 <u>Description of Public Infrastructure</u>. 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) <u>Public Improvements</u>. 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 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 Landowner or the District at the time of platting as required by the Subdivision Ordinance. Such plans shall be approved by City Manager or4 the City's Engineer or his agent prior to the issuance of a Development Permit.
  - (b) <u>Thoroughfares</u>. 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) <u>Utilities</u>. 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 "Retail Water Provider," defined below, 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 <u>Retail Water Provider</u>. 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 (the "Retail Water Provider").
- Retail Sewer Provider. The City is the retail sewer provider to the Property 7.4 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 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.
- 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 <u>Limited Purpose Annexation</u>. 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 <u>Default; Remedies</u>. 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 <u>Approvals and Consents</u>. 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 <u>Notice</u>. 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:

<u>To Landowner</u>: 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 <u>Entire Agreement</u>. 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 <u>Time of Essence</u>. Time is of the essence in the exercise of each Party's duties and obligations pursuant to this Agreement.
- 11.8 <u>Amendment</u>. This Agreement may be amended or modified only by written instrument executed by both Parties.
- 11.9 <u>Applicable Law; Venue</u>. 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 <u>Invalid Provision</u>. 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 <u>No Waiver</u>. 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 <u>Counterpart Originals</u>. 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 <u>Ambiguities Not to Be Construed against Party Who Drafted Agreement</u>. 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 <u>Vested Rights</u>. 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) <u>Estoppel Certificates</u>. 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 <u>Merger</u>. 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 <u>Captions</u>. 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 the provisions hereof.
- 11.22 <u>Authority</u>. 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 <u>Governmental Powers; Waivers of Immunity</u>. 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:	
By:SANDRA GREEN, TRMC City Secretary	[CITY SEAL]

[Signatures continue on following page.]

THE STATE OF TEXAS COUNTY OF COLLIN	§ §	
This instrument was acknowled 2021, by BRYON WIEBOLD, i behalf of the City.	ged before in his capa	e me on this the day of, city as the Mayor of the City of Farmersville, Texas, on
(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 acknowled 2021, by,,,,,, Texas limited liability company,	ged before	e me on this the day of, of LAKEHAVEN FARMERSVILLE, LLC, a f of said limited liability company.
(SEAL)		Notary Public in and for the State of Texas

26

[Signatures continue on following page.]

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

	By: Name: Title:
THE STATE OF TEXAS § COUNTY OF §	
This instrument was acknowledged be 2021, by,	

### **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 said471.086 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;

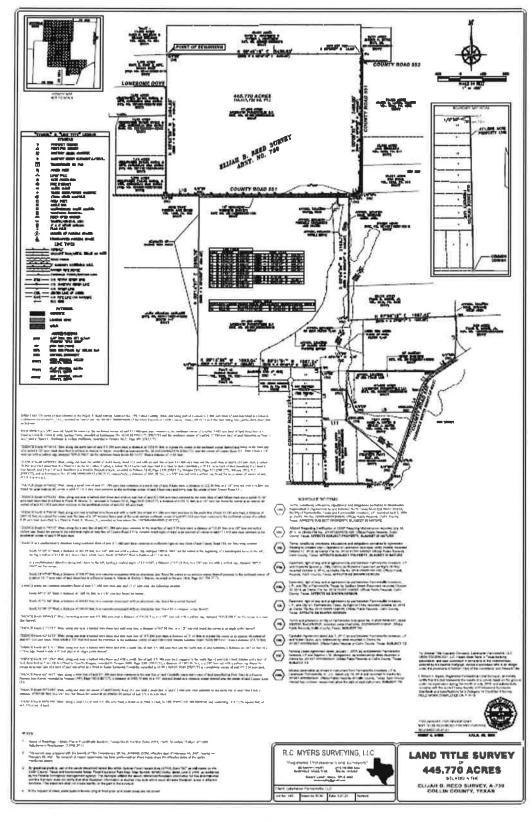
THENCE S 88 degrees 39 minutes 27 seconds W, a distance of 2535.03 feet, to a 5/8" iron rod with a yellow cap stamped "RPLS 3963" set for corner in the west line of said 28.251 acre tract and being in the east line of County Road No. 551;

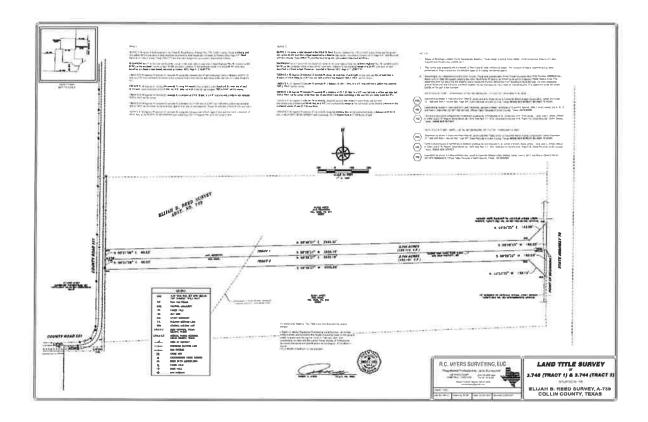
THENCE N 00 degrees 21 minutes 06 seconds E, along the easterly line of said County Road and the west line of said tract a distance of 60.03 feet, to a 5/8" iron rod found for corner at the northwest corner thereof, common to the southwest corner of said 28.532 acre tract;

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 Polltical Boundary.doc

EXHIBIT "D"

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:

<u>Section 1.</u> The facts set out in the preamble are true and correct and are incorporated herein for all purposes.

<u>Section 2.</u> 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.

this day of	2021.
	BRYON WIEBOLD, Mayor
ATTEST:	
SANDRA GREEN, TRMC, City Secretary	<del>=</del> .
(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

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Tabent City of Parmersville Yogker, Whattowarder Treatment Plant 3 Date: 04/13/2021	Constructi	on of 0.	Construction of 0.5 MGD SBR As Designed	besigned	Use	Temp. F	Use Temp. Plant and Impact Fees	act Fees
Farmers ville Wastewater Treatment Plant 3 OPCC								
Item No.	Quantity	255	Unit Price	Nem Cost	Coantily	245	UnitPrice	tem Cost
1 Mobilization	-	57	\$500,000	\$500,000				
Temporary Erosion, Sedimentation, and Water Polistion Prevention and Control Plan	-	3	\$30,000	\$30,000				
3 Sile Civil Work	**	15	\$599 000	\$599,000				
Vard Piping	**	S	\$483,000	\$463,000				
_		5	\$585,000	\$585,000				
He advoces Inglastation	m	2	\$537,000	\$537,000				
8 Vortex Grit Charither	y-	₩ ₩	\$240,000	\$240,000				
	**	2	\$2,307,000	\$2,307,000				
10.0	**	2	\$785,000	\$785,000				
12 Com Media Disc Fatration		2	\$310,000	\$310,000				
13 UV Dismilection	**	(A)	\$1,165,000	\$1,166,000				
14 Studge Holding Tank		2	\$409,000	\$409,000				
Solds Handing Building	•	10	\$1,643,000	\$1,643,000				
	-	D)	\$1,223,000	\$1,223,000				
18 SCADA System		(A)	\$260,000	\$250,000				
19 Trench Marery	2330	la,	\$10	\$23,300				
20 Administration Building	9	S	\$951,000	\$961,000				
The Engineer has no confrid over the cost of labor, materials, equipment, or over the Compactor's methods of determinance prices and cost companies before or market cookings. Desired or Analysis materials received hours as	Subtotal			\$12,061,300				
based on the information known to Engineer at this time and represent only the Engineer's judgment as a design	Conting	(34.46)	10	1,206,700				
processarios recisios vide constructor industry. The Englishme cannot also does not guid ander that processes, bods or about donatoricho costs with the view from its opinions of processe costs.	-			15,500,500	7			
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Lakehaven Sewer Connection Fees (Paid by Developer) Builder to City of Farmers title	aid by Develop	per/Build	er to City of F	armersy:the)	1917	ដៅ	\$2,800	\$5,367,600
NOTES: 1. Temporary Package Plant and all related leasing, operations and mantenance costs by Developed					Subfotal:			\$15,500,500
					Conting (%,+4)	(7+°)	0	·
					Total			15,500,500

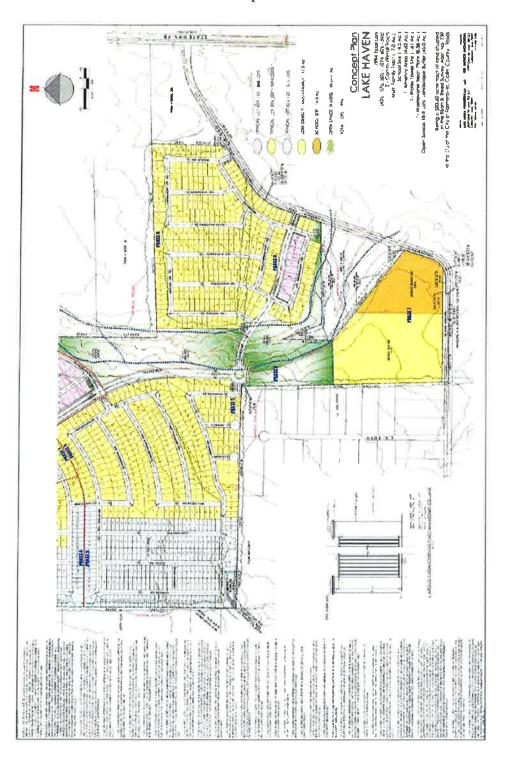
### EXHIBIT "G-1"

### Concept Plan



EXHIBIT "G-2"

## Concept Plan



### EXHIBIT "H"

**Development Standards** 

# **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.

<u>Block</u>: 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.

<u>Building</u>: 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.

<u>Building Line</u>: 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.

<u>Court</u>: 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.

<u>Dwelling Unit</u>: 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.

<u>Lot</u>: 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.

<u>Lot Coverage</u>: 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.

004985.000016:4844-6517-0605.v3

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.

<u>Single Family Dwelling Unit (Detached)</u>: 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.

<u>Thoroughfare</u>: 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.

<u>Thoroughfare Plan</u>: 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.

<u>Yard, Rear</u>: 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.

<u>Yard, Side</u>: 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.

004985.000016/4844-6517-0605.v3

#### 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.

<u>Permitted Uses</u>: 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.

004985.000016/4844-6517-0605.v3

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

Single-family 4 lots are a form of single family, detached <u>front entry</u> 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.

<u>Lot Coverage</u>: 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.

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

<u>Lot Width</u>: 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.

<u>Side Yard:</u> 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.

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

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

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

Single-family 5 lots are a form of single family, detached <u>front entry</u> 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.

<u>Side Yard:</u> 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.

<u>Parking:</u> 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.

004985.000016/4844-6517-0605.v3

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

Single-family 6 lots are a form of single family, detached <u>front entry</u> 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.

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

<u>Lot Width</u>: 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

<u>Side Yard:</u> 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.

<u>Parking:</u> 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.

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**Land Use Summary:** 

Use	# of Lots/Units	Acres	Density
Total Acreage	20 M SECTION CONTRACTOR OF THE PROPERTY OF THE	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
  - Separate transom windows
  - k. Variable roof pitch
  - I. Shutters
  - m. Masonry arches
  - n. Mixed masonry material
  - o. Coach light
  - 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 domers, 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.

004985,000016:4844-6517-0605,v3

- 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.
- 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

004985.000016 4844 - 6517 - 0605, v3

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 450th final platted lot.
- Wailboxes 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

004985,000016:4844-6517-0605,v3

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:
  - Cast-off, secondhand, or other items not originally intended to be used for constructing or maintaining a fence;
  - b. Plywood;
  - 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.

004985.000016;4844-6517-0605;v3

- 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.
- 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.
- 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-ofway 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.

004985.000016:4844-6517-0605.v3

#### 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.









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- 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.

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Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding jail services.
То	Mayor and Council Members
From	Ben White, City Manager
Date	May 11, 2021
Attachment(s)	Interlocal Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>



### **Contract Amendment**

Onci	(1)
One	L 1

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

Vendor:	City of Farmersville 205 S. Main St. Farmersville, TX 75442		Effective Date Contract No. Contract	10/1/2021 2020-359 Interlocal Agreement for Jail Services	
Awarded by 0	Court Order No.:		2	020-690-08-03	
Amendment	1 Court Or	der No.:			
9	YOU ARE DIRECTE	D TO MAKE	THE FOLLOWING AMEND	MENT TO THIS CONTRACT	
ITEM #1:	-	-	October 1, 2021 through 5 t with ninety (90) days wri	September 30, 2022, with the option for tten notice.	
ITEM #2:	Charges for fiscal year 20	022:	\$58.80 per day, per inm	ate	
	provided herein, all ter nly be modified in writ			act remain in full force and effect	
ACCEPTED B		(Print Name	e)	ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT	
205 S. Main				Collin County Administration Building	
Farmersville,	TX 75442			2300 Bloomdale Rd, Ste 3160 McKinney, Texas 75071	
SIGNATURE TITLE: DATE:				Michelle Charnoski Purchasing Agent, CPPB DATE:	

		, ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;				1 0							<u>F</u>	FY 2020 Inmate
Entity		FY 2015 Actual Paid	_	FY 2016 Actual Paid	⋖	FY 2017 Actual Paid		FY 2018 Actual Paid	⋖	FY 2019 Actual Paid		FY 2020 Actual Paid	Da  2022	Days Utilizing FY 2022 Adopted Rate
Anna	٠.	4,257.19	ş	3,489.50	ş	3,768.66	\$	4,606.14	\$	4,395.09	ş	4,543.88	ş	4,204.72
Anna ISD	٠	1993	s	(4)	ν,	10	↔	40	⋄	ĝ)	Ŷ	¥(	↔	×
Baylor Scott & White		139		27.5		(0)				, ii		0	⋄	10
Celina		1,674.96		1,674.96		3,210.34		1,674.96		3,589.86		2,271.94	❖	2,102.36
Collin Co. Community														
College				j)		у		139.58		8		((	٠	\((\begin{align*} \text{\text{\$\delta}} \text{\text{\$\delta}}
Community ISD		*1		Ĭ,		ж				ž		ķ	٧.	*
DART		10.		15		£		209.37		*		188.94	\$	174.84
Fairview		697.90		1,186.43		1,326.01		1,256.22		188.94		98.78	-√-	91.41
Farmersville		4,466.56		5,443.62		3,140.55		3,000.97		3,873.27		1,284.14	- √>	1,188.29
Farmersville ISD		()		10		(0)				٠		0	❖	С
Josephine		M.		62.69		209.37		19		Ŷ		98.78	\$	91.41
Lavon		348.95		907.27		348.95		837.48		1,133.64		790.24	<b>ب</b>	731.26
Lucas		279.16		348.95		)¥)		*		94.47		18	ς.	•
McKinney		75,442.99		88,005.19		73,349.29		63,090.16		70,285.68		36,977.85	↔	34,217.80
Melissa		3,559.29		5,024.88		2,512.44		3,768.66		3,495.39		3,457.30	⋄	3,199.24
Murphy		2,931.18		2,652.02		4,885.30		3,419.71		3,400.92		4,642.66	<b>ب</b>	4,296.13
Parker		139.58		139.58		209.37		418.74		1		395.12	ς.	365.63
Princeton		5,094.67		5,652.99		12,283.04		5,304.04		7,935.48		5,926.80	δ.	5,484.42
Prosper		279.16		1,884.33		1,954.12		2,372.86		3,684.33		4,247.54	\$	3,930.50
Prosper ISD		æ		9		36		**		Ĭ.		18	❖	3*
St Paul		76:		(g)		×		*		•			\$	DK
Westminister		1);		*)		×						*	٠	r
Wylie		fii		į,		2,931.18		3,978.03		7,179.72		2,271.94	\$	2,102.36
	↔	99,171.59	∿	116,479.51	Ş	110,128.62	٠	94,076.92	\$	109,256.79	\$	67,195.91	\$	62,180.36
Rates	Φ.	69.79	↔	69.79	<>	62.69	⋄	69.79	<b>\$</b>	94.47	\$	98.78	\$	58.80
# City Days		1,421		1,669		1,578		1,348		1,157		089		
	Ц												9	
Federal Inmate Housing # Federal Days	φ.	1,118,594.12 16,028	\$	905,525.25 12,975	\$	919,901.99 13,181	φ.	821,360.10 11,769	\$	952,492.33 13,648	₩	1,179,869.74 11,944	₩	1,254,164.03
Facility Utilization														
% County		94.90%		95.54%		95.99%		96.41%		96.16%		96.38%		
% City		0.41%		0.51%		0.43%		0.37%		0.30%		0.19%		
% Federal		4.68%		3.95%		3.58%		3.72%		3.54%		3.42%		

NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.

Agenda Section	Regular Agenda					
Section Number	VI.D					
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding dispatch services.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	May 11, 2021					
Attachment(s)	Interlocal Agreement					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	<ul> <li>Motion/second/vote</li> <li>□ Approve</li> <li>□ Approve with Updates</li> <li>□ Disapprove</li> <li>• Motion/second/vote to continue to a later date.</li> <li>□ Approve</li> <li>□ Disapprove</li> <li>• Move item to a future agenda.</li> <li>• No motion, no action</li> </ul>					

# INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the \_\_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, and Collin County, a political subdivision of the State of Texas (the "County").

# RECITALS

- 1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
- 2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seg., the parties agree as follows:

# SECTION 1. DEFINITIONS

**DISPATCH SERVICES.** The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

**HOSTING SERVICES**. The term "Hosting Services" means the County will store the City's data as it relates to dispatch services.

# SECTION 2. TERM

- 2.01 TERM. The term of this agreement shall commence on October 1, 2021 and shall continue in full force and effect through September 30, 2022. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties.
- **2.02 TERMINATION.** Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

# SECTION 3. SERVICES

- 3.01 The County agrees to provide dispatch services through the Sheriff's
  Office to the City in the same manner and under the same work schedule as such services
  are provided in the operation of the County's law enforcement personnel.
- 3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.
- 3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.
- 3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.
- 3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return Attachment (A), Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access Agreement.

# SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

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

# SECTION 5. COMPENSATION

- 5.01 The dispatch service charges for FY2022 in the amount of \$78,513.00 shall be paid by the City in four quarterly installments of \$19,628.25 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2022, the fee will be \$108 per radio and may be updated annually by PAWM.
- 5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.
- 5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

# SECTION 6. CIVIL LIABILITY

- 6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.
- 6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

# SECTION 7. AMENDMENT

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

# SECTION 8. CONTROLLING LAW

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

### SECTION 9. NOTICES

- 9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.
- **9.02 ADDRESSES.** All communications provided for in this agreement shall be addressed as follows:

- (A) Collin County, to:
  Purchasing Department
  2300 Bloomdale #3160
  McKinney, Texas 75071
- (B) Collin County Administrator, to:
  Bill Bilyeu
  2300 Bloomdale #4192
  McKinney, Texas 75071
- (C) If to the City, to:

Benjamin L. White

205 S. Main Street

Farmersville, TX 75442

(D) Collin County, Remote Access to: Information Technology Department 2300 Bloomdale #3198 McKinney, Texas 75071

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

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

# SECTION 10. CAPTIONS

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

# SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

# SECTION 12. OBLIGATIONS OF CONDITION

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

# SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

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

# SECTION 14. PRIOR AGREEMENTS SUPERSEDED

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

# SECTION 15. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use

diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

# IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"
COLLIN COUNTY, TEXAS
BY:
TITLE:
DATE:
"CITY"
BY: Bryon Wiebold
TITLE: Mayor
DATE: May 11, 2021

FY 2022 Radio Cost (excluding FD)

	PD Radios	PAWM PAWM		Collin County		Grand		
Outside Agency	as of 03/11/21	Fee	e per Radio	Cost	Ra	dio/Dispatch Fee		Total
Anna	34	\$	108	\$ 3,672	\$	140,563	\$	144,235
Anna ISD	4	\$	108	\$ 432	\$	8,807	\$	9,239
Celina	52	\$	108	\$ 5,616	\$	174,212	\$	179,828
Celina ISD	4	\$	108	\$ 432	\$	8,579	\$	9,011
Community ISD	5	\$	108	\$ 540	\$	10,651	\$	11,191
Fairview	41	\$	108	\$ 4,428	\$	134,619	\$	139,047
Farmersville	24	\$	108	\$ 2,592	\$	78,513	\$	81,105
Farmersville ISD	7	\$	108	\$ 756	\$	15,175	\$	15,931
Josephine	14	\$	108	\$ 1,512	\$	47,383	\$	48,895
Lavon	17	\$	108	\$ 1,836	\$	52,875	\$	54,711
Melissa	28	\$	108	\$ 3,024	\$	114,595	\$	117,619
Melissa ISD	3	\$	108	\$ 324	\$	6,817	\$	7,141
Princeton	54	\$	108	\$ 5,832	\$	246,849	\$	252,681
Outside Agency								
Total	287	\$	108	\$ 30,996	\$	1,039,639	\$	1,070,635
Collin County	1,003	\$	108	\$ 108,324	\$	2,560,211	\$	2,668,535

### ATTACHMENT A

# Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form

# Remote Access Agreement

# 1.0 Purpose

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

# 2.0 Scope

This policy applies to all Law Enforcement and Fire Department personal external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

# 3.0 Policy

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

# Additionally,

- 1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
- 2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
- 3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
- 4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
- 5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
- 6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
- 7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
- 8. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
- 9. Only approved REMOTE ACCESS clients may be used.
- 10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
- 11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to

# ATTACHMENT A

- the County's network within 24 hours or next business day.
- 12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
- 13. Accounts will be locked out after a certain number of failed attempts.
- 14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
- 15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
- 16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
- 17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
- 18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
- 19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

# 4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

# 5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

# 6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

# ATTACHMENT A

7.0 Definitions					
Term	Definition				
REMOTE ACCESS	An extension of Collin County's internal private network.				
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.				
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.				
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.				
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.				
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.				
Agency Management'	s Signature (if applicable)				
Printed Name: Bryo	n Wiebold Signature:				
E-Mail Address: b.w	riebold@farmersvilletx.com Phone: (972) 782-6151 Date: 5-11-2021				
Remote Access Users	Signature				
Printed Name: Bryo	n Wiebold Signature:				
E-Mail Address: _b.w	riebold@farmersvilletx.com Phone: (972) 782-6151 Date: 5-11-2021				
Sponsoring Party's Signature	gnature				
Printed Name:	Signature:				
E-Mail Address:	Phone: Date:				
Return form to:					
Caren Skipworth					

2300 Bloomdale #3198 McKinney, Texas 75071

#### ATTACHMENT B

# **MOTOROLA ASTRO 25 P25 RADIO SYSTEM**

#### **TERMS OF USE**

- 1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
- Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
- 3) The participating department will notify the Collin County Sheriff's Office Support Services Captain and the Communications Manager of any radio (Mobile or Portable) that is misplaced, stolen, or lost. The Radio ID will be de-activated immediately unless needed for administrative or investigative purpose.
- 4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
- 5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is not allowed on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
- 6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

AUTHORIZED PROGRAMMERS (This list may be modified at any time during this agreement)

- 1) Plano Radio Shop (City of Plano)
- 2) Frisco Radio Shop (City of Frisco)
- 3) McKinney Radio Shop (City of McKinney)
- 4) Crosspoint Communications
- 5) Fort Worth Radio Shop (City of Fort Worth)
- 6) Dallas Radio Shop (City of Dallas)
- 7) Harris Corp (Irving Shop only)
- 8) Garland Radio Shop (City of Garland)
- 7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to the Support Services Captain and the Communications Manager anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
- 8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. The Support Services Captain and the Communications Manager must be notified before the radio changes ownership. If the department is unsure who to contact, contact Dispatch, which operates 24/7 to pass information to the designated person.

# ATTACHMENT B

9)	Anytime an emergency button is accidentally activated, it is the responsibility of the officer to
	let Dispatch know that the activation was a mistake.

Agenda Section	Regular Agenda					
Section Number	VI.E					
Subject	Consider, discuss and act upon an interlocal agreement with Collin County regarding Farmersville Parkway.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	May 11, 2021					
Attachment(s)	Interlocal Agreement					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	<ul> <li>Motion/second/vote</li> <li>☐ Approve</li> <li>☐ Approve with Updates</li> <li>☐ Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>☐ Approve</li> <li>☐ Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>					

# INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF FARMERSVILLE CONCERNING THE CONSTRUCTION OF FARMERSVILLE PARKWAY (CR 611) IMPROVEMENTS 2007 BOND PROJECT #RI07020

WHEREAS, the County of Collin, Texas ("County") and the City of Farmersville, Texas ("City") desire to enter into an agreement concerning the construction of improvements to Farmersville Parkway (CR 611) 07-020 (the "Project") in Farmersville, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement (the "Agreement"); and

WHEREAS, the 2007 Collin County Bond Program included \$1,900,000 for funding the construction of the Farmersville Parkway, 2007 Bond Project #07-020, of which amount a balance of \$1,675,000 is remaining to use toward construction of the Project; and

WHEREAS, the 2007 Collin County Bond Program included funding for the Extension of Floyd Street from US 380 to Old Josephine Road, 2007 Bond Project # 07-021, the remainder of which funding in the amount of \$75,000 the City proposes to reallocate to the Project; and

WHEREAS, the City of Farmersville wishes to combine all project funds towards the Collin and Farmersville Parkway Project for a total remainder of funding in the amount of \$1,750,000; and

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

# WITNESSETH:

# ARTICLE I.

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.

# ARTICLE II

The City shall arrange to construct improvements to Farmersville Parkway (CR 611), 2007 Bond Project #RI07-020, hereinafter called the "Project". The Project shall consist of constructing a four-lane divided thoroughfare a distance of approximately three thousand nine hundred (3,900) linear feet. The Project shall also include construction of underground storm sewers as part of the road improvements. All improvements shall be designed to meet or exceed the current Collin

County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

# ARTICLE III.

The City shall prepare plans and specifications for the Project, accept bids and award a contract to construct the Project and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

# ARTICLE IV.

If the City is acquiring real property for use as right-of-way, any acquisition shall be done in accordance to all state statutory requirements.

# ARTICLE V.

The City estimates the total actual cost of the Project will be FOUR MILLION **DOLLARS** (\$4,000,000) (the "Estimated Amount"). With this Agreement, the County hereby agrees to fund the Project in an amount not to exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) (the "County Participation Amount"). The County shall remit fifty percent (50%) of the County Participation Amount to the City within thirty (30) days after the City issues a Notice to Proceed to the contractor and the City submits a written request for payment to the County. The County shall remit the remaining fifty percent (50%) of the County Participation Amount to the City within thirty (30) days after the project is fifty percent (50%) complete and the City submits a written request for payment to the County. Following completion of the Project, the City shall provide a final accounting of all expenditures for the Project (the "Actual Cost"). If the Actual Cost to construct the Project is less than the Estimated Amount set forth herein, the City shall remit to the County fifty percent (50%) of the difference between the Estimated Amount and the Actual Total Cost. The Collin County Commissioners Court may revise this payment schedule based on the progress of the Project. In calculating the Project's Actual Cost, the City shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

# ARTICLE VI.

The County's participation in the Project, with this agreement, shall not exceed **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000)** 

# ARTICLE VII.

The City shall install a project sign identifying the Project as being partially funded by the 2007 Collin County Bond Program. The City shall provide before, during and after photographs and quarterly progress reports in electronic format or via US mail to the County. Following completion of the Project, the City shall provide an itemized final accounting of expenditures.

# ARTICLE VIII.

The City and the County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

# ARTICLE IX.

INDEMNIFICATION. TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM IT PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

# ARTICLE X.

<u>VENUE</u>. 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.

# ARTICLE XI.

<u>SEVERABILITY</u>. 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 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.

# ARTICLE XII.

<u>ENTIRE AGREEMENT.</u> This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

# ARTICLE XIII.

<u>SUCCESSORS AND ASSIGNS.</u> 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.

# ARTICLE XIV.

<u>IMMUNITY</u>. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall 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.

# ARTICLE XV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

# ARTICLE XVI.

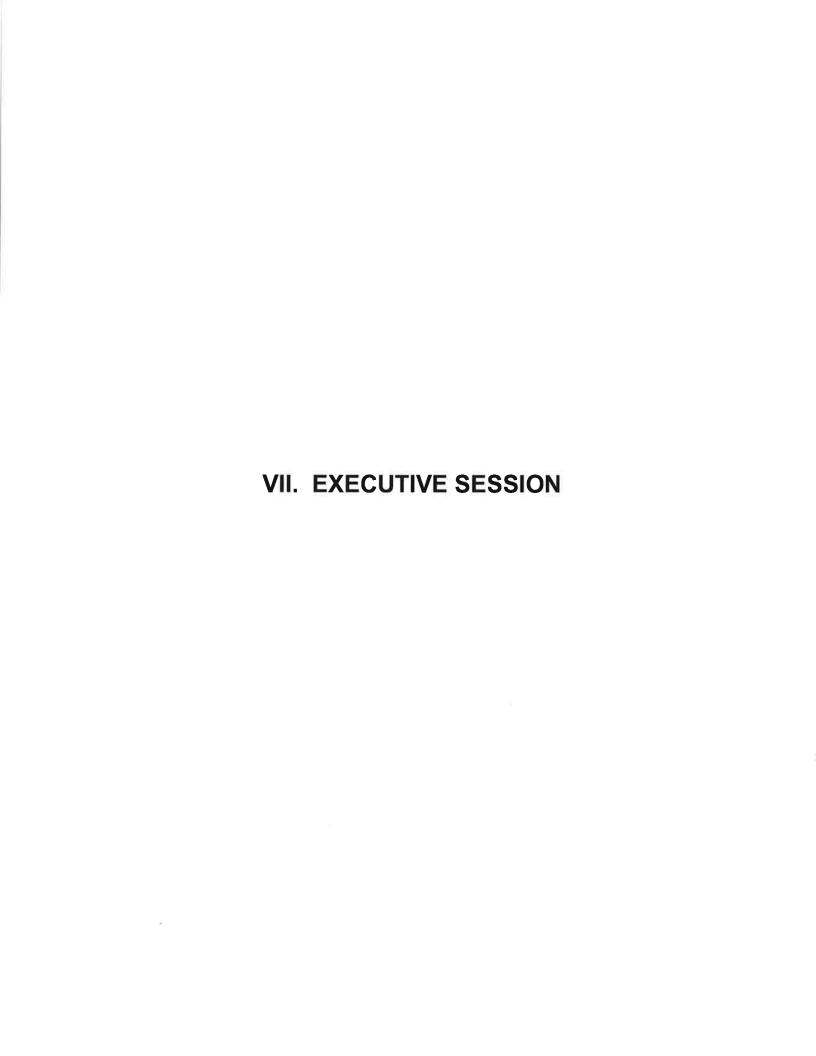
FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

# ARTICLE XVII.

<u>TERM.</u> This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

AFFROVED AS TO FORM:	COUNTY OF COLLIN, TEXAS
By:	By:
Executed on this day of, Commissioners Court Order No	20, by the County of Collin, pursuant to
ATTEST:	CITY OF FARMERSVILLE, TEXAS
Ву:	By:
Name: Sandra Green	Name: Bryon Wiebold
Title: City Secretary, TRMC	Title: Mayor
Date:	Date:
Executed on behalf of the City of Farmersv	ille.

Agenda Section	Regular Agenda					
Section Number	VI.F					
Subject	Consider, discuss and act upon strategies for raising revenues for roads.					
То	Mayor and Council Members					
From	Ben White, City Manager					
Date	May 11, 2021					
Attachment(s)	None					
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/cit y council meetings.php					
Consideration and Discussion	City Council discussion as required.					
Action	<ul> <li>Motion/second/vote</li> <li>Approve</li> <li>Approve with Updates</li> <li>Disapprove</li> <li>Motion/second/vote to continue to a later date.</li> <li>Approve</li> <li>Disapprove</li> <li>Move item to a future agenda.</li> <li>No motion, no action</li> </ul>					





# IX. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION

X. Requests to be Placed on Future	Agendas

