

FARMERSVILLE CITY COUNCIL REGULAR SESSION AGENDA December 13, 2022, 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
- Announcements
 - Calendar of upcoming holidays and meetings.
 - City Hall will be closed Friday, December 23rd and Monday, December 26th for the Christmas Holiday.

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

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

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

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

IV. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes (11-08-2022)
- B. Finance Report
- C. Public Works Report
- D. City Manager Report

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 and Financials.

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

VI. PUBLIC HEARING AND READING OF ORDINANCE

A. Public hearing regarding and Consider, Discuss and Act on, Ordinance O-2022-1213-001, an Ordinance of the City Council of the City of Farmersville, Texas, amending the Code of Ordinances of the City of Farmersville, Texas, through the amendment of Chapter 65, "Subdivisions," through the removal of all references to the Development Plat process set out in Subchapter B of Chapter 212 of the Texas Local Government Code by amending Section 65-4, "Jurisdiction," Section 65-11, "Definitions," Section 65-22, "Administratively Complete Application and Submission Dates," and Section 65-25, "Approval Process"; by deleting Section 65-31, "Development Plats," in its entirety; by amending Section 65-5, "Exemptions," to readopt the five-acre exemption contained in Subchapter A of Chapter 212 of the Texas Local Government Code.

VII. REGULAR AGENDA

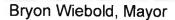
- A. Acknowledgement and thank you to Ronnie Simpkins regarding his being a good neighbor and citizen in the city of Farmersville.
- B. Presentation, consider and discuss a request from Farmersville Independent School District (FISD), presented by Michael Hesse, Auxiliary Director, regarding a road closure at Windom Street during certain daytime hours.
- C. Consider, discuss and act upon a contract between the City of Farmersville and Tyler Technologies (INCODE).
- D. Update, consider, discuss and act upon information regarding donations and volunteer hours for Farmersville Lights.
- E. Consider, discuss and act upon Resolution, R-2022-1213-001, regarding the sale of a 1998 fire truck (no longer in service), to Hopkins County for \$10,000.00 and act upon a budget adjustment for the funds received from the sale of the tire truck to purchase new bunker gear.

- F. Consider, discuss and act upon direction from City Council regarding the average monthly payment (AMP) system for utility payments.
- G. Consider, discuss and act upon motorized bicycles on the Chaparral walking trail.
- H. Consider, discuss and act upon Municipal Development Districts (MDD's).

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. ADJOURNMENT

Dated this the 8th day of December 2022.



The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advise necessitated by the deliberation or discussion of said items (as needed) listed on the agenda, as authorized by Texas Government code Section 551.071(a) ("Consultation with Attorney, Closed Meeting").

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted December 8th, 2022, by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Tabatha Monk City Secretary I. Preliminary Matters

Parks & Recs Board Meeting 5:00 pm 1 2 2 2 2 2 3 14 15 16 2 2 3 3 4 5 5:00 pm 5:00 pm
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JANUARY 2023

Sunday 1	Monday 2	Tuesday	wednesday Th	Thursday 5	Friday 6	Saturday 7
	City Hall closed for New Years Holiday			Parks & Recs Board Meeting 5:00 pm		Farmersville Market 9:00 am
00	9	10	11	12	13	14
	FCDC (4B) Meeting 6:00 pm	City Council Meeting 6:00 pm				
15	City Hall Closed –	P&Z Meeting 6:00 pm	First Day to File for a Place on General Election Ballot (City Council Place 1)	FEDC (4A) Meeting 6:00 pm	20	21
22	23	24 City Council Meeting 6:00 pm	25	City Amenities Board Meeting 4:00 pm	27	28
29	30	31				

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

Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II.
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

	III. CITIZEN COMMENTS ON ITEMS NOT ON THE AGENDA
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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	December 13, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	If you wish to address the City Council on a matter not posted on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.
Action	NA

IV. Consent Agenda

Agenda Section	Consent Agenda			
Section Number	IV.A			
Subject	Minutes (11-08-22)			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	December 13, 2022			
Attachment(s)	Minutes			
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php			
Consideration and Discussion	City Council discussion as required.			
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action 			



FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES November 08, 2022, 6:00 P.M. Council Chambers, City Hall 205 S. Main Street

I. PRELIMINARY MATTERS

- Mayor, Bryon Wiebold, called the meeting to order at 6:00 p.m. Council members, Craig Overstreet, Terry Williams, Ted Wagner and Mike Henry were in attendance. Councilmember Lance Hudson was absent. City staff members in attendance were City Manager, Ben White, Assistant City Manager, Mike Sullivan; City Secretary, Tabatha Monk, Police Chief Marsha Phillips, Fire Chief Gregg Massey, Warrant Officer Rick Ranspot and City Attorney, Alan Lathrom.
- Prayer was led by Warrant Officer, Rick Ranspot and the pledges to the United States and Texas flags were led by Mayor Wiebold.
- City Calendar for any upcoming closings for holidays and meetings.
- Informational flyer regarding a TxDOT meeting for US 380 Farmersville from County Road (CR 560 to CR 699 (Hunt County Line).
- Mr. Sullivan introduced new Fire Chief Gregg Massey.
- Chief Massey said a few words.

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

No one spoke under this item.

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

No one spoke under this item.

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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. Councilmember Overstreet asked to withdraw for discussion the Financial Budget Report, Public Works Report and City Manager Report.

- A. City Council Minutes (10-25-2022)
- B. Finance Report
- C. Public Works Report
- D. City Manager Report

Councilmember Overstreet made a motion to pull items C (Public Works Report) and D (City Manager Report for discussion and to approve items A (Consent agenda) and item B (Finance Report).

Councilmember Williams seconded the motion.

The motion carried unanimously (4-0).

Councilmember Overstreet made a motion to approve the Public Works Report and the City Manager Report.

Councilmember Williams seconded the motion.

The motion carried unanimously (4-0).

V. <u>INFORMATIONAL ITEMS</u>

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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

 Possible Council Liaison Report: (Councilmember Wagner advised they discussed striping the parking lot, which is already on Mr. White's agenda. They discussed how they would like the handicap parking area. They went over and discussed their bylaws, which haven't changed in a long time. They discussed their long wish list.)

- B. Farmersville Community Development Board (Type B)
 - Possible Council Liaison Report: (Councilmember Henry advised no meeting.)
- **C.** FEDC Farmersville Economic Development Board (Type A)
 - 1. Possible Council Liaison Report: (**Councilmember Williams** advised no meeting.)
- D. Main Street Board
 - 1. Possible Council Liaison Report: (Councilmember Overstreet advised no meeting.)
- E. Parks & Recreation Board
 - 1. Possible Council Liaison Report: (Councilmember Wagner not at meeting to give a report.)
- F. Planning & Zoning Commission
 - 1. Possible Council Liaison Report: (Councilmember Hudson not in attendance to give report.)
- G. TIRZ Board
 - 1. Possible Council Liaison Report: (Councilmember Overstreet advised no meeting since August. They are hoping to have another meeting prior to the end of the year to talk about their budget and their project.)

VI. REGULAR AGENDA

- **A.** "Presentation, consider and discuss a request from Farmersville Independent School District (FISD), presented by Michael Hesse, Auxiliary Director, regarding a road closure at Windom Street during certain daytime hours."
 - This item was tabled until the December 2022 meeting as Mr. Hesse was unable to attend this meeting.
- **B.** "Consider, discuss, and act upon an update by Matt Crowder, Chairman of the Farmersville Economic Development Board."
 - Mr. Crowder addressed the City Council and gave a brief update on the EDC board's search for an Economic Development Director.
 - Mr. Crowder answered all the Councils questions.
 - The Mayor and City Council expressed their thanks to Matt and the other EDC members for their hard work and dedication to this board and all the task required of them.
- C. "Consider, discuss and act upon a budget adjustment to increase revenue and expenses by \$65,000.00, making the budget for revenue and expenses

\$75,000.00 for Farmersville Lights and accepting donation to be used for Farmersville Lights."

- Mr. White updated the City Council on this item and why it was required.
- Councilmember Overstreet confirmed with Mr. White that the City's contribution remained at \$10,000.00 and the remainder was paid for with donations specifically donated for this item.
- Mr. Latham and Mr. White answered questions from the City Council.
- Councilmember Henry requested that at the next City Council meeting there
 is a financial report or ledger listing out the donations and expenses and that
 in January or February it be closed out so that the Council can see that.
- Councilmember Overstreet stated he would also like to see the approximation of volunteer hours expended.
- Councilmember Williams made a motion to approve the \$75, 000.00.and moving forward to approve the donations made to this event without bringing each new donation before the City Council.
- Councilmember Wagner seconded the motion.
- The motion passed unanimously (4-0).
- **D.** "Consider, discuss and act upon Resolution, R-2022-1108-001, authorizing the Mayor to execute an interlocal agreement with Collin County and the City of Farmersville regarding 2018 Parks and Open Space Bond Project (City Park Acquisition Project #OI18PG26)."
 - Mr. White updated the City Council on this item.
 - Mr. White answered questions from the City Council.
 - Councilmember Henry made a motion to approve this item.
 - Councilmember Overstreet seconded the motion to approve.
 - The motion passed unanimously (4-0).
- **E.** "Consider, discuss and act upon direction from City Council regarding the average monthly payment (AMP) system for utility payments."
 - Mr. White updated the City Council on this item.
 - Mr. White answered questions from the City Council.
 - After discussion among City Council and staff it was decided to bring this back on the next agenda.
 - Councilmember Overstreet made a motion to table this item.
 - Councilmember Henry seconded the motion to table.
 - The motion passed unanimously (4-0).
- **F.** "Consider, discuss and act upon membership of the Charles J. Rike Memorial Library to the Northeast Texas Digital Consortium."
 - Mr. White updated the City Council on this item.
 - Mr. White answered the City Council's questions regarding this program.
 - Councilmember Overstreet made a motion to table this item.

- Councilmember Henry seconded the motion to table.
- The motion passed unanimously (4-0).

VII. WORK SESSION

Presentation and discussion regarding Municipal Development Districts ("MDDs") established pursuant to Texas Local Government Code Chapter 377 including, but not limited to, their: creation; scope; powers; governance; funding; activities; the comparisons and interplay between and among MDDs and Type A and Type B Development Corporations; and the potential impacts on Type A and Type B Development Corporations arising out of or associated with creating a MDD.

- Mr. White updated the City Council on this work session.
- Mr. White advised that Jeff Moore, Attorney with Brown, Hofmeister, L.L.P. would be addressing the City Council.
- Jeff Moore spoke to the City Council and answered their questions regarding MDD's.
- Additional comments to and from Mr. Moore will be funneled through the City Manager or City Attorney, Alan Lathrom.
- No action taken.

II. REQUESTS TO BE PLACED ON FUTURE AGENDA

No items requested.

IX. ADJOURNMENT

Mayor Wiebold adjourned the meeting at 7:12 p.m.

	APPROVE:
ATTEST:	Bryon Wiebold, Mayor
Tabatha Monk. City Secretary	

4	
Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Finance Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Finance Report will be emailed this weekend
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	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action

Agenda Section	Consent Agenda
Section Number	IV.C
Subject	Public Works Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action



Public Works Monthly Report

Metrics

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

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

Public Works General

- 1. Lost time accidents for the year.
 - a. Total Number for 2022-2023: 0
 - b. Accidents in Month: 0
- 2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

Street System

- 1. Currently active projects in priority order
 - a. For the last month the following streets received repairs:
 - No significant activity
 - b. Stripe curb as no parking along Onion Alley (Backlog)
 - c. Upcoming sign updates:
 - Main Street at Candy Street
 - South Washington at Farmersville Parkway
 - d. Texas Community Development Block Grant, Community Development Fund
 - Reconstruction and drainage improvements, Davis (Prospect) between Rike and Austin, North Rike: Houston to Davis, Austin: Davis to Houston
 - \$350K grant, \$52.5K match
 - Grant application complete, awaiting award notification. Possible contract Dec 2022.
 - e. Texas Community Development Block Grant, Main Street Development Fund
 - Street and accessibility improvements, Farmersville Parkway South Main to Washington
 - \$350K grant, \$52.5K match
 - Currently implementing engineering design review updates. Next step is to get approval from the State.

- 2. Priority backlog items
 - a. US Economic Development Administration (EDA) Grant
 - Project being defined
 - Monetary grant ceiling defined by project
 - b. Develop thoroughfare impact fees
 - c. Institute railroad silent crossings

Water System

- 1. Currently active projects in priority order
 - a. Replace 2" galvanized waterline on North Rike, south of Murchison to Davis with 8" line.
- 2. Large water leak repairs
 - a. Raymond 2" valve
 - b. Water Street 2" PVC
- 3. Experienced severe damage to our water plant pumps and related wiring resulting from a TNMP phase reversal day before Thanksgiving but managed to get pumps working again. We are currently checking to see the extent of the damage to the windings. Bill will be sent to TNMP.
- 4. Priority backlog items
 - a. Recoat/rehab north elevated water tank.
 - b. Increase pumping capacity at underground storage tank to 1500 GPM pumps.
 - c. Update AMI/meter system with Utility Hawk software to display customer usage.
 - d. Replace cast iron/galvanized water lines:
 - Rolling Hills galvanized water lines
 - Windom Street from 7th Street alley to Sycamore
 - Hill Street between Orange and Bois D' Arc
 - Lee Street
 - e. Chlorine injection system.
 - f. Security cameras at water system focal points.

Wastewater System

- 1. Experienced severe damage to 4 of our wastewater lift station pumps from a TNMP phase reversal day before Thanksgiving but managed to get pumps working again. One pump was burned up at the Floyd road lift station and we are securing a replacement. Bill will be sent to TNMP.
- 2. Currently active projects in priority order
 - a. Continued review of the trickling arm filter operation. Continued with every three-week meetings with engineers and NTMWD to identify necessary improvements. Engineers are continuing to evaluate the operational numbers to see if they can improve plant performance.
- 3. Large wastewater collection system repairs
 - a. Replaced lift station pump at Farmersville Physical Therapy.
- 4. Priority backlog items
 - a. Develop possible financial plans for interceptor line.

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

Storm Water System

- 1. Relocate storm water line between Main Street and City Park drainage ditch. (Backlog)
- 2. Repair City Park storm water ditch retaining wall. (Backlog)

Property and Buildings

- 1. Currently active projects in priority order
 - a. Stock carp in South Lake and fix morning glory outflow structure. (in progress)
 - b. Stripe parking lot at Senior Center.
 - c. Strip north downtown parking lot.
 - d. Onion Shed improvements. (Collin County Open Space Grant/FCDC)
 - e. Install Big Bertha emergency siren at Farmersville Heritage Museum. (phase: construction, completion percentage: 55%).
 - f. Chaparral Trail Improvements (Grant: 4 X \$200K grant/\$50K match).
 - g. Rambler Park: ADA swing set and non-ADA swing set installation. (Collin County Open Space Grant/FCDC)
- 2. Priority backlog items
 - a. Install remaining banner mounts downtown.
 - b. Riding Arena: greeting sign with rules
 - c. Southlake Park: playground equipment repair

Electrical System

- 1. Experienced a TNMP transmission line phase reversal day before Thanksgiving. The city was placed on the Oncor backup feed until the problem was resolved.
- 2. Currently active projects in priority order
 - a. Pole replacements
 - No activity
 - b. Charlie's Hamburgers permanent power.
 - c. High School indoor practice facility.
 - d. High School remodel.
- 3. Substation and transmission line improvements (phase: concept only, completion percentage: 55%)
- 4. Priority backlog projects
 - a. Complete circuit 1 open wire secondary replacement.

Refuse System

1. No new news.

High Speed Internet Service

- 1. Feasibility study is complete. Next step is to develop public/private partnership.
- 2. CARES Act Broadband Grant
 - a. Received final approval!
 - b. \$2.9M grant, \$730K match
- 3. American Rescue Plan Grant
 - a. \$899.4K total
 - b. Used as match for CARES Act Broadband Grant, \$899.4K total
 - c. Receiving 2 installments, \$449.7K each. First installment received.

Agenda Section	Consent Agenda
Section Number	IV.D
Subject	City Manager Report
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	City Manager Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action



City Manager Monthly Report

Metrics

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- 2. Select <OPENGOV> button
- 3. Navigate within OpenGOV menu to select the metric of choice

City Manager General

- 1. Top priority items:
 - a. Economic Development
 - i. Hire Economic Development Director.
 - ii. Fiber
 - iii. New sources of ad valorem/sales tax
 - b. Code enforcement
 - c. Streets
 - d. Water/Sewer lines
 - e. Municipal Development District (MDD)
 - f. Employee compensation and benefits
 - g. Farmersville Electric rates

Ordinances, Resolutions, and Public Hearings (In Priority Order)

- 1. Budget amendment for Farmersville Lights. (complete)
- 2. No platting requirement exception for properties over 5 acres. (in-progress)
- 3. Surplus decision and budget amendment for white fire engine. (in-progress)
- 4. Street ordinance regarding change of traffic flow at the intermediate school. (inprogress)
- 5. MDD election ordinance. (in-progress)
- 6. City limit modification and annexation for the following properties: (in-progress)
 - a. North end of South Lake Park including riding arena
 - b. Northern section of Chaparral Trail
- 7. Adopt new ETJ boundary and related map. (in-progress)
- 8. Utility average billing ordinance. (in-progress)
- 9. Impact fee study and related ordinances. (in-progress)
- 10. Modify zoning ordinance to achieve the following (in-progress)
 - a. Consider deleting SF3 category
 - b. Enhance remaining SF categories to promote quality neighborhoods
- 11. VFW SUP Ordinance. (backlog)
- 12. SH 78 speed study resolution. (backlog)
- 13. Truck weight capacity ordinance. (backlog)

- 14. Subdivision ordinance change to accommodate increased park land dedication and when a plat is required concerning five acres or less. (backlog)
- 15. Water design manual change to accommodate rural water pipe designs. (backlog)

Contracts/Agreements/Grants

- 1. Collin County Open Space grant applications pending ILA. (in-progress)
 - a. Caddo Park Improvements (Estimated Project Cost: \$200K, Collin County Grant: \$100K, Project Coordinator: USACE)
- 2. CDBG Community Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. Awaiting award which will likely be Fall 2022. Contract expected in December 2022. (in-progress)
- 3. CDBG Main Street Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. (in-progress)
 - a. Currently implementing engineering design review updates. Next step is to get approval from the State.
- 4. Research developer agreements and disposition as necessary: (backlog)
 - a. Steenson
 - b. Camden Park
 - c. Nelson Brothers
 - d. Caddo Park
- 5. EDA Planning Grant. (backlog)
- 6. TP&W Small Communities Parks Grant 50% grant/50% match. (backlog)
- 7. TP&W Outdoor Recreation Grant. (backlog)
- 8. State of Texas Historical Preservation Grant. (backlog)

Planning/Plats/Site Plans/Zoning/Variances

- 1. Tatum Elementary School Plat. (in-progress)
- 2. High School Plat. (in-progress)
- 3. Domino's concept plat and preliminary plat. (in-progress)
- 4. Orange 380 addition replat, Orange Street at Audie Murphy Parkway. (in-progress)
- 5. Frank Moore minor plat. (in-progress)
- 6. The Loop at Farmersville apartments development concept plan. (in-progress)
- 7. Windmill 380 (Bates) property preliminary plat. (in-progress)
- 8. Lake Haven preliminary plat revision. (backlog)
- 9. Update comprehensive plan. (backlog)

Policy/Procedural Changes

1. No new news.

Customer Service Window

1. No new news.

Personnel Related Matters

- 1. Filled all Police Department positions.
- 2. Swore in Gregg Massey as new Fire Chief.

Budget/Finance

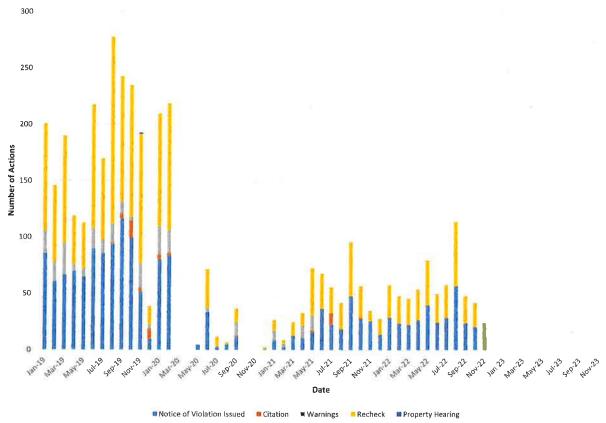
1. Created budget amendment for Farmersville Lights. This item will be included as an annual item within the normal budget process from now on.

Development Services

1. FISD

- a. High School 2nd Floor addition
- b. High School multipurpose building with practice field
- c. High School remodel
- 2. Farmersville Loop Apartments
 - a. Approximately 350 units
 - b. Site Plan is approved, working on concept plan
- 3. Fountainview Apartments
 - a. 290 apartment units, 7 buildings in phase 1, 3 buildings in phase 2
 - b. Preliminary platting approved, awaiting infrastructure construction
- 4. Camden Park
 - a. Phase IV infrastructure, 110 total
 - Preliminary platting approved, awaiting infrastructure construction
 - Retire development agreement
- 5. Code Compliance Update

Code Enforcement Activity



Case number	Date :	<u>.</u>	Address	▼ Violation	Open/ Close	Revisit
110122-1	11/01/2022	118 Bois D Arc		Vehicle	Closed	Vehicle Towed
110722-1	11/07/2022	109 University		Vehicle	Open	Remove Junk vehicle
110722-2	11/07/2022	112 Dartmouth		Vehicle	Open	Move Party Bus from subdivision
110722-3	11/07/2022	1003 S Main St		Vehicle	Open	Move vehicles from grass and commercial vehicles
110722-4	11/07/2022	918 S Main St		Vehicle	Open	Remove vehicles
110722-5	11/07/2022	822 S Main ST		Vehicle	Open	Remove vehicles
111422-1	11/14/2022	1204 Willow Ln		Grass	Open	Cut grass
111422-2	11/14/2022	1220 Willow Ln		Grass	Ореп	Cut grass
112822-1	11/28/2022	426 N Hamilton		Vehicle	Open	Bring truck to date
112822-2	11/28/2022	411 N Hamilton		Vehicle	Open	Bring truck to date
112822-3	11/28/2022	509 Maple st		Vehicle	Open	Remove rv from grass
112822-4	11/28/2022	708 Windom		Vehicle	Open	Car tagged for tow/ gave till December to move

Information Technology

1. Continuing forward with major overhaul of our IT infrastructure especially around aging servers, switch gear, and software. Servers, switches, and software in City Hall are currently being upgraded.

Special Events/Projects

1. Completed city-related preparations for Farmersville Lights.

V. INFORMATIONAL ITEMS

Agenda Section	Informational Item			
Section Number	V.A			
Subject	City Amenities Board			
То	Mayor and Council Members			
From	Ben White, City Manager			
Date	December 13, 2022			
Attachment(s)	Possible Council Liaison Report			
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php			
Consideration and Discussion	City Council discussion as required.			
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action 			

Agenda Section	Informational Item
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report 2. Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action

Farmersville Community Development Board 4B October 2022 Financial Budget Report

Farmersville Community Development Corp 4B October 2022

Statement Ba	lance: 10-1-2022			\$548,492.53
	Deposits:			\$ -
	Sales Tax:			\$38,937.25
	Checks cleared (3108-3110,3112-311	18)		\$(10,231.06)
	Now Checking Int30%	-		\$140.11
	Wire Fee			\$(10.00)
	Balance 10-31-2022			\$577,328.83
Outstanding 1	ransactions			
	Sales Tax (Reimburse State ck 3119)		\$(15,165.72)
	Reimburse City (office supplies, music		Park ck 3120)	\$(1,321.50)
	checks			4(1,021100)
	CD Interest			
	Balance			\$560,841.61
	Outstanding checks:			
	3119 State Comp	\$	15,165.72	
	3120 City of Farmersville	\$	1,321.50	
	Outstanding for budget year 2021-2022	\$	16,487.22	

Farmersville Community Development Corporation Cummulative Income Statement For the Fiscal Year Ended, September 30, 2023

	FY2022/2023												Acriusi	Ŗ
Particulars	Budget	October	November	December February	February	March	April	May	June	July	August	September	ALD.	
Sales Tax Collections	2000 0000	\$38.937		1				-			Ţ	1		
Interest income	150	140			ĺ			ļ	į.				2	12.98%
Total Revenue	\$300,150	2017							4		8		140	
Expenses														
Admin Fee		3						i					10	
Total Admin Fee														MINNON
Parks and Recreation														#0,000
(PJ246)	\$ 200,000												•	
Chaparral Trail Upgrade Project MM11.2 to MM13.2														0.00%
Arbor Day	Deefers S	-												
JW Spain Concession	\$ 35,700	The state of							ĺ		040			
JW Spain Field		-											A	
Total Parks and Recreation	\$ 661,000										Service of the service of			-
Мизоит														
Control Character Total Charac	12,000	k i						Ī						0.00%
Civic Organizations											To the second			
COC Events, promotions, and Publications (PJ237)	5 15.000													
NETT Grant (PJ251)	40			-74										
Total Civic Organizations	\$ 20,000							1						
Special Events			,											
Sparks of Freedom (PJ238)	\$ 10,000												s	0.00%
Music in the Park 2022 (PJ265)	\$ 6,000	1											en i	0.00%
Audie Murphy Day	\$ 6,000													
Cops & Rodders/National Night Out (PJ241/281)	\$ 8,401													0.00%
Chaparral Trail Open Day Even (PJ266)	\$ 500				- 10			1		i			,	
Total Special Events	\$ 30,901												(
FCDC Projects														
Billboard Promotion (PJ252)														
The Reiss Group	\$ 7,000												49	0.00%
Total FOOD By													60	0.00%
Maintenance/Professional Services/Marketion	10,000								-					
Reimburse City for Accounting Services	5 1,000						1						ì	
Legal Services									1					000
Mays Building Taxes	\$ 2,000							-	1					0.00%
Total Maintenance/Professional Svc./Main.	\$ 13,000												69 6	
Total Expenses	\$ 746,901	\$ 10 \$										^	e S	000
0	1446 3541		Υ											
Excess Revenue Over Expenses	(446,751)	(10)		•				٠) [A	9			

Farmersville Community Development Corporation Financial Statement For the Fiscal Year Ended September 30, 2023

	FY20Z3	Ortober	None		* ::			Ì			4 4		Actual	×
Revenue:				Occumber.	various y .	receives	marcii Aprii	may may	anne	July	August	September	YID	
Sales Tax Collections	\$300,000	\$38					a 91	1 9			1 14	Ø	38,937	12.98%
The local modern	9 100	1										\$	140	
lotal Kevenue	\$ 300,150	\$ 39,077			\$. \$. s	. \$. \$.	s .	\$	\$	\$0.00	\$39,077	13.02%
	FY2023			1		1	1					1	Ambigi	BL :
1	Budget	Octobe	November	December	January F	February M	March April	rii May	June	July	August	September	YTD	ð
Admin Fee		6				+	1000	- Y					-	
Total Main Street Program	45				1	AND SUPERIOR	100			1				#DIVIO
Parks and Recreation						- 9			1					**********
MM11.2 (PJ246)	\$ 200,000													
Chaparral Trail Upgrade Project MM11.2 to				0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						2 2				
Arbor Day	900,000	1 1 1 1		8			i V	7	1					
JW Spain Concession	\$ 35,700				-		7			9	1			
JW Spain Field	\$ 75,000			1	100	0 - 0 - 0	13	Ĭ				-		
Total Parks and Recreation	\$ 661,000	. 4			1						-24	o		2000
Museum											ì	s	•]:	
Bain Honaker Painting	\$ 12,000											8	•1.	0.00%
Total Museum	\$ 12,000											s		0.00%
Civic Organizations COC Events, promotions, and Publications														
Great (B1951)	5 000			0.0							Đ	S		0.00%
Total Civic Organizations	20,000					v	*	·	Ī			S	į.	0.00%
Special Events	* 20,000			Y	(8)				t	1	1	U		0.00%
Sparks of Freedom (PJ238)	\$ 10,000			ō						F		1		0.000
Music in the Park 2022 (PJ265)	\$ 6,000	1					-0.00		1			2	1	0.00%
Audie Murphy Day	\$ 6,000								-			4	1	0.00.0
Cops & Rodders/National Night Out (PJ241/28	40					1						s		0.00%
Chaparral Trail Open Day Even (PJ266)	500			i i							-	S	×	0.00%
ECDC Booker	100,00						,					S	ř	0.009
Billboard Promotion (P.1252)		i de		*		,	y.		1	1	-			
The Reiss Group	\$ 7.000			15	1		ļ		1	1 1 2 4		•	Ť.	
Texas Bulletins	\$ 3,000								1			n 4		0.00%
Total FCDC Projects	\$ 10,000					30						s o		0.00%
laintenance/Professional Services/Marketing														
Remburse City for Accounting Services	\$ 1,000		-0.0				i.		1			60		0.00%
Mays Building Taxes	\$ 2,000	1					+	1	-		1	· ·	٠	0.00%
Total Maintenance/Professional Svc./Main.	\$ 13,000			10				-			0	so	•	0.00%
					-				-			74		
Total Expenses	\$ 746,901 \$	10	\$	\$	\$. \$. \$. 5	. \$	\$	\$	ş	۴	47	0.00%
Excess Revenue Over Expenses	(448,751)	39,067							6.					
2000							1					,	39,077	
4	Al e							- Contract	#					Ì
Interest income TEXPOOL		ç					-							
	,	A1 71011 9							410					

Agenda Section	Informational Item
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report 2. Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/cit y_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action

Farmersville Development Corporation 4A October 2022 Financial Report

Farmersville Economic Development Corp 4A October 2022

Statement Balance 10-01-2022

\$521,353.78

Deposits:

Sales Tax:

\$38,937.25

Cking Int .30%

\$133.57

Cleared Checks 1348-1351

\$(4,222.50)

Ending Balance:

\$556,202.10

Outstanding Transactions

Sales Tax

Reimburse State Comptroller

\$(15,165.72)

CD Interest

Oustanding checks

Balance 12-07-2022

\$541,036.38

Farmersville Economic Development Corporation
Cummulative Income Statement
For the 12 Months Ended, September 30, 2023

	Budget	October	November	Jaranhai	-	7								
Seginning Bank Balance	is a	\$521,353.78		Descriptor!	Agina	Column	Marcii	April	Verm	June	Ainr	August	September	
Deposits														
Sales Tax Collections	\$388,947.00	\$38,937,25												CED NES
Interest Income cking (7909)	\$7,490.00	\$133.57												\$133.67
Checks cleared		\$(4,222.50)												9100
Now Account Interest (8452)		\$489.16												\$489 16
Texpool Interest		\$181,70												5181 70
Total Revenue	\$396,437.00	\$ 556,202.10				•			3	•		•		
Expenses:												•		9 09,191,00
Administration Expenses														
Administration	\$9,600,00													
EDC Round Table	\$1,500,00													
Computer Maint	\$7,500,00													
Dues/School/Travel	\$18,000.00													e e
EDC Pasition	\$83,402.00													
TEX 21	\$2,500.00													ķ
Office Supplies	\$1,200.00													in la
Legal Service	\$4,500.00													ça .
Total Administration	\$128,202.00													ça .
Markanian Inches														
Marketing/Promotion	i		1											69
Expenses/Adventsing														-
Contigency	\$30,000,00													÷9 €
Sponsorship	\$1,500.00													,
Collin College Sponsorship	\$3,500 00													¥
Total Marketing/promotion	\$66,115.00													ę
Directive Business Incentives														•
Edc Action Plan	\$10,000.00													
Façade Grant Program	\$50,000.00													
Total Direct Incentives	\$60,000.00													
Total Fund Expenditures	\$254,317.00													
Revenue vs Expenditures	\$142,120													
Total Expenditures		+	1000											
Ending Bank Balance		\$556,202.10												
Now Account		\$1,920,300.10												
Texpool Balance		\$73,110.05												
Total Available Funds		\$2.549.612.26												

Agenda Section	Informational Item
Section Number	V.D
Subject	Main Street Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to another agenda. No motion, no action

Agenda Section	Informational Item
Section Number	V.E
Subject	Parks & Recreation Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Agenda Section	Informational Item
Section Number	V.F
Subject	Planning & Zoning Commission
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Move item to another agenda. No motion, no action

Agenda Section	Informational Item
Section Number	V.G
Subject	TIRZ Board
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Possible Council Liaison Report 2. Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action

TIRZ October 2022 Financial Budget Report

TIRZ October 2022

Dep	oosits:	\$-
Cki	ng Int CBTX .10%	\$6.62
Bor	nd Payment	
Sta	tement balance 10-31-2022	\$77,951.34
Outstanding Tra	nsactions	
3		
Rei	mburse City of Farmersville expenses	\$(10,227.10)
Rei	mburse City of Farmersville Admin Expe	\$(2,000.00)
Bal	ance 12-08-2022	\$65,724.24

\$77,944.72

Statement Balance 09-30-2022

ر Cummulati سه Statement For the 12 Months Erwed, September 30, 2023

Budget		FY 2023													
100 100		Budget	October	November	December	January	February	March	And	Man	1				
See 2015.00 See 2	Beginning Bank Balance		\$77,944.72						nide.	мау	onne	Auly	August	September	OTY
Sign Seg2, 015.00 Se62 Seg2 Seg	Deposits														
\$114,289.00 \$2,686.02 \$2,680.00 \$2,680.00 \$2,000.00 \$2,0	Ad Valorem Tax Collection	\$982,015,00													
\$1,100,804,00 \$56.62	County Tax Collection	\$114,289.00													
S1,100,804,00 S77,951,34 S. S. S. S. S. S. S. S	Interest Income cking	\$4,500.00	\$6.62												
\$1,100,804,00 \$77,961,34 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	Texpool Interest		\$2,633.32												\$6.62
\$2,000.00 \$2,000.00 \$5,000.00 \$12,500.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$2,000.00 \$2,000.00 \$3,144,175,00 \$4,175,00 \$4,175,00 \$5,000.00 \$5,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$2,000.00 \$3,145,175,00 \$4,175,00 \$4,175,00 \$5,000.	Total Revenue	\$1,100,804,00	\$77,951.34	Ś		J.	J	J		•					\$2,633,32
\$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$12,500.00 \$12,500.00 \$16,0 \$252,675,00 \$16,0 \$252,675,00 \$1,000.00 \$1,000.00 \$2,000.00 \$2,000.00 \$3,144,175,00 \$3,144,175,00 \$4,175,00	Expenses:							,	5	*	٨	'n	i	۵	
\$5,000.00 \$5,000.00 \$12,500.00 \$10,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$3,144,175.00 \$4,175.00	Administration	\$2,000.00													
\$12,500.00 \$12,500.00 \$12,500.00 \$12,500.00 \$12,500.00 \$10,000.00 \$10	Meeting Expenses	\$2,000.00													
6) \$52,675.00 (b) \$52,675.00 (c) \$470,000.00 (c) \$470,000.00 (c) \$414,175.00 (Dues/School/Travel	\$5,000.00													
6) \$52,675.00 16) \$52,675.00 17) \$70,000.00 18) \$77,000.00 19 \$77,000.00 19 \$77,000.00 19 \$77,000.00 19 \$77,000.00 19 \$77,000.00 19 \$77,000.00 19 \$77,000.00 10 \$77,000.00 10 \$77,000.00 10 \$71,000.00	Office Supplies														6
6) \$52,675.00 16) \$70,000.00 2. Incertives \$144,775.00 5. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	Legal Service	\$12,500.00													
6) \$52,675.00 16) \$70,000.00 5	Debt Service														မှ
6 \$70,000 00 \$- \$- \$- \$- \$- \$- \$	Interest Payment (PJ116)	\$52,675.00													
es \$18,4176.00 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	Principal Payment (PJ116)	\$70,000.00													ιφ
844,176,00 \$: \$: \$: \$: \$: \$: \$: \$: \$: \$: \$: \$: \$:	Directive Business Incentiv	sa													
85 \$18,412 \$77,981.34 \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$-	Total Expenditures		i			sh.	J.	J	J					ŀ	ľ
\$77,981.34 \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$-	Revenue vs Expenditures	\$18,412								-			ò	À	A
\$77,961.34 \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$- \$-	From Reserves														08
\$1,059,566.36	Ending Bank Balance		\$77,951.34	ŵ	**	sh.	ò	ò	J						
	Texpool Balance		\$1,059,556.35											*	
	Total Available Funds		\$1,137,507.69									1			



Agenda Section	Public Hearing and Reading of Ordinances
Section Number	VI. A.
Subject	Ordinance O-2022-1213-001 Amending subdivision Ord. regarding plats over 5 acres
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Ordinance
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to another agenda. • No motion, no action

CITY OF FARMERSVILLE ORDINANCE # O-2022-1213-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, THROUGH THE AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," THROUGH THE REMOVAL OF ALL REFERENCES TO THE DEVELOPMENT PLAT PROCESS SET OUT IN SUBCHAPTER B OF CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE BY **AMENDING** SECTION 65-4. "JURISDICTION," SECTION 65-11, "DEFINITIONS," SECTION 65-22, "ADMINISTRATIVELY COMPLETE APPLICATION AND SUBMISSION DATES," AND SECTION 65-25, "APPROVAL PROCESS"; DELETING SECTION 65-31, "DEVELOPMENT PLATS," IN ENTIRETY; BY AMENDING SECTION 65-5, "EXEMPTIONS," THE READOPT **FIVE-ACRE EXEMPTION** CONTAINED SUBCHAPTER A OF CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ALL AS SET FORTH HEREIN BELOW; REPEALING ALL CONFLICTING ORDINANCES; RESERVING ALL EXISTING RIGHTS AND REMEDIES; PROVIDING FOR IMMUNITY; **PROVIDING** FOR **INJUNCTIONS: PROVIDING** PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Farmersville, Texas, (the "City") is a Home Rule City possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

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

WHEREAS, the City Council of the City of Farmersville, Texas (the "City Council") originally adopted the Subdivisions Ordinance pursuant to the authority granted by Texas Local Government Code Chapter 212 to provide for the safe, efficient, and orderly development of the city, and the provision of adequate streets, utilities, services, and facilities, all in accordance with the comprehensive plan for the city; and

WHEREAS, Texas Local Government Code Section 212.002 authorizes the governing body of a city to adopt rules governing plats and subdivisions of land within its jurisdiction under Subchapter A of Chapter 212 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 212.003 authorizes the governing body of a city to extend those rules to the extraterritorial jurisdiction of the city; and

WHEREAS, Texas Local Government Code Section 212.041 also authorizes the governing body of a city to adopt Subchapter B of Chapter 212 of the Texas Local Government Code to require that a development plat be approved prior to development occurring within the city's corporate limits or extraterritorial jurisdiction in certain situations; and

WHEREAS, on May 8, 2018, the City Council adopted the City's current Subdivisions Ordinance contained in Chapter 65 of the Farmersville Code (the "Subdivisions Ordinance"), which adopted the provisions of both Subchapter A and Subchapter B of Texas Local Government Code Chapter 212; and

WHEREAS, the City Council now desires to amend the Subdivisions Ordinance to remove its prior adoption of Subchapter B of Chapter 212 of the Texas Local Government Code to remove the development plat requirements and all references thereto from the Subdivisions Ordinance to simplify its current processes; and

WHEREAS, Texas Local Government Code Section 212.004, which is a part of Subchapter A, specifically exempts a division of land in which the parts are greater than five acres, and where each part has access, and no public improvements is being dedicated from the requirements of platting and the City Council desires to also reinstate that exemption hereby; and

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

WHEREAS, the City Council finds and determines that it is in the best interest of the public health, safety and general welfare of the citizens of Farmersville, Texas, to amend certain provisions of Chapter 65, "Subdivisions," of the Farmersville Code as provided herein below.

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY REMOVING ALL REFERENCES TO THE DEVELOPMENT PLAT PROCESS CONTAINED IN SECTION 65-4, "JURISDICTION"

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code, is hereby amended by deleting Section 65-4, entitled "Jurisdiction," in its entirety and replacing said section with a new Section 65-4, also entitled "Jurisdiction," to read as follows:

"Sec. 65-4. - Jurisdiction.

The provisions of this chapter shall apply to the following forms of land subdivision and development activity within the city's limits and its extraterritorial jurisdiction:

- (1) The division of land into two or more tracts, lots, sites or parcels; or
- (2) All subdivisions of land whether by metes and bounds division or by plat, which were outside the jurisdiction of the city's subdivision regulations in Collin or Hunt County, Texas and which subsequently came within the jurisdiction of the city's subdivision regulations through:
 - a. Annexation; or
 - b. Extension of the city's extraterritorial jurisdiction; or
- (3) The combining of two or more contiguous tracts, lots, sites or parcels for the purpose of creating one or more legal lots in order to achieve a more developable site, except as otherwise provided herein; or
- (4) When a building permit is required for un-platted or improperly platted parcels for one of the following uses:
 - a. Residential single-family:
 - 1. Construction of a new single-family dwelling unit; or
 - 2. Moving of a primary structure or a main building onto a piece of property; or
 - 3. Renovation or expansion of an existing main building in excess of 50 percent of the square footage of the current structure; or
 - b. Nonresidential and multi-family:
 - 1. Construction of a new nonresidential or multi-family structure; or
 - 2. Additions to, or modification of an existing building in excess of 50 percent of its current size; or
 - 3. Moving a primary structure onto a parcel of property; or
 - c. For tracts where any public improvements are proposed."

SECTION 3. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY REMOVING ALL REFERENCES TO THE DEVELOPMENT PLAT PROCESS CONTAINED IN SECTION 65-11, "DEFINITIONS"

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code, is hereby amended by amending Section 65-11, entitled "Definitions," by replacing the current definition of "plat" with a new definition of "plat" to read as follows:

"Plat means a preliminary plat, final plat, amended plat or replat, as determined by the context."

SECTION 4. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY REMOVING ALL REFERENCES TO THE DEVELOPMENT PLAT PROCESS CONTAINED IN SECTION 65-22, "ADMINISTRATIVELY COMPLETE APPLICATION AND SUBMISSION DATES"

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code, is hereby amended by deleting subparagraph (a) "Administratively complete," of Section 65-22, entitled "Administratively complete application and submission dates," in its entirety and replacing said subparagraph (a) with a new subparagraph (a) "Administratively complete," to Section 65-22, entitled "Administratively complete application and submission dates," to read as follows:

"Sec. 65-22. - Administratively complete application and submission dates.

(a) Administratively complete. The filing date of a full and complete plat submittal ("plat application") is the date on which the application for a preliminary plat, final plat, replat, minor plat, minor replat, amending plat, or record plat is considered administratively complete. An application for a preliminary plat, final plat, replat, minor plat, minor replat, amending plat, conveyance plat or record plat shall be considered administratively complete when the correct application has been submitted together with the completed corresponding plat and all of the fully completed supporting documents and information, which documents and information are generally set out in the submittal checklist published by the city, necessary for the city manager, city secretary and/or city engineer or their designee(s) to review the application for conformity with the requirements identified by and through the Code of Ordinances, City of Farmersville, Texas, and all applicable statutes, ordinances, rules and regulations of the State of Texas and the United States plus the payment of the full amount of the applicable application fees required for the processing of such application."

SECTION 5. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY REMOVING ALL REFERENCES TO THE DEVELOPMENT PLAT PROCESS CONTAINED IN SECTION 65-25, "APPROVAL PROCESS"

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code, is hereby amended by deleting subparagraph (a) of Section 65-25, entitled "Approval Process," in its entirety and replacing said subparagraph (a) with a new subparagraph (a) to Section 65-25, entitled "Approval Process," to read as follows:

"Sec. 65-25. Approval Process.

(a) At such time as the city manager or the city engineer, or their respective designee(s), determine that a plat application is administratively complete, city staff will begin its technical review of the plat application for the preliminary plat, final plat, replat, minor plat, minor replat, amending plat, or record plat (collectively "plat"), and shall submit the plat application together with the plat to the city manager, the planning and zoning commission or the city council, as appropriate, together with the city manager's recommendation regarding the plat application and plat so as to allow the planning and zoning commission or the city council to approve, approve with conditions, or disapprove the plat application and affiliated plat within 30 days in accordance with Section 212.009(a) of the Texas Local Government Code, as amended."

SECTION 6. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY DELETING SECTION 65-31, "DEVELOPMENT PLATS," IN ITS ENTIRETY

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code is hereby amended by deleting Section 65-31, entitled "Development Plats," and replaced with the following text to read in its entirety:

"Sec. 65-31. Intentionally omitted."

SECTION 7. AMENDMENT OF CHAPTER 65, "SUBDIVISIONS," BY AMENDING SECTION 65-5, "EXEMPTIONS," BY ADDING A NEW SUBPARAGRAPH (7) TO READOPT THE FIVE-ACRE EXCEPTION SET OUT IN TEXAS LOCAL GOVERNMENT CODE § 212.004(a)

From and after the effective date of this Ordinance, Chapter 65 of the Farmersville Code is hereby amended by amending Section 65-5, entitled "Exemptions," by adding a new subparagraph (7) that readopts the five-acre exemption to read as follows:

"(7) Divisions of land into parts greater than five acres where each part has access, and no public improvement is being dedicated. The phrase "no public improvement is being dedicate" means that these subdivision regulations and the Comprehensive Plan do not require

the dedication and/or construction of any linear park or public improvement upon any portion of the land to be divided."

SECTION 8. REPEALER CLAUSE

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

SECTION 9. SEVERABILITY CLAUSE

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

SECTION 10. RESERVATION OF EXISTING RIGHTS AND REMEDIES

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

SECTION 11. IMMUNITY

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

SECTION 12. INJUNCTIONS

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

SECTION 13. PENALTY

Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$ 2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 14. PUBLICATION

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

Section 15. ENGROSSMENT AND ENROLLMENT

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

Section 16. SAVINGS

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

Section 17. EFFECTIVE DATE

accordance with and as provided by Texas law.	upon its adoption and publication in
PASSED on first reading on theday of second reading on the day of scheduled meetings of the City Council of the Cit quorum present, and approved by the Mayor on the council of the City council of	, 2022 at properly y of Farmersville, Texas, there being a
APPROVED THIS DA	Y OF DECEMBER 2022.
A	PPROVED:
Bi	ryon Wiebold, Mayor

ATTEST:
Tabatha Monk, City Secretary

VII. REGULAR AGENDA

Agenda Section	Regular Agenda
Section Number	VI.A.
Subject	Acknowledgement and thanks to Ronnie Simpkins
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Presentation FISD
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Video on Screen
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	VI. C
Subject	Contract (Tyler Tech. INCODE)
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	Contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to a future agenda. No motion, no action



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A - DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means the City of Farmersville, Texas.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional
 descriptions set forth in our written proposal to you, or their functional equivalent. Future
 functionality may be updated, modified, or otherwise enhanced through our maintenance and
 support services, and the governing functional descriptions for such future functionality will be
 set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The
 Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A
 contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum
 number of named users that are authorized to use the Enterprise Permitting & Licensing labeled
 modules as indicated in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.



- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Order Form" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party SaaS Services" means software as a service provided by a third party, if any, identified in the Investment Summary.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom
 modifications, and/or other related interfaces identified in the Investment Summary and
 licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.



2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.



- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official



Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project



deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

- Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



SECTION D - THIRD PARTY PRODUCTS

- Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- Third Party Software. As part of the SaaS Services, you will receive access to the Third Party
 Software and related documentation for internal business purposes only. Your rights to the Third
 Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



SECTION F - TERM AND TERMINATION

- 1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO



YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

- Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S.
 Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.



- 18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. <u>Data & Insights Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investmen

Investment Summary

Exhibit B

Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Service Level Agreement

Exhibit C

Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Farmersville, TX
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	City of Farmersville
One Tyler Drive	205 South Main Street
Yarmouth, ME 04096	Farmersville, TX 75442
Attention: Chief Legal Officer	Attention: Ben White



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Exhibit A



Quoted By: Quote Expiration: Quote Name: DK Robertson 12/20/22 SaaS Flip

Sales Quotation For:

City of Farmersville 205 S Main St Farmersville TX 75442-2209 Ben White +1 (972) 782-6151 b.white@farmersvilletx.com

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 13,522
Fixed Assets	\$ 1,301
Purchase Orders	\$ 4,111
Human Resources Base Package	\$ 3,388
Payroll	\$ 2,387
RP Pro 9 Customer Relationship Management Suite	
D22-330487-V6K4D3	Page 1 of 4

Exhibit A

Utility Billing Water/Gas	\$ 10,284
Additional Utility Meter-Reader Interface	\$ 1,353
Cashiering	\$ 3,708
Building Projects	\$ 1,856
Tyler One	
Content Manager Suite	
Enterprise	\$ 8,674
Enterprise Workflow	\$ 1,205
Municipal Justice powered by Incode	
Municipal Justice 9 Suite	
Criminal Case Manager	\$ 5,852
TOTAL:	\$ 57,641

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 57,641
Total Tyler Services		
Summary Total	\$0	\$ 57,641
Contract Total	\$ 57,641	

2022-330487-V6K4D3

Page 2 of 4

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Please note: Amounts contained within this agreement will replace the current annual maintenance amounts for those listed applications currently paid by the City of Farmersville.

Annual Maintenance for current applications listed in this agreement that will be replaced by this contract: \$38,154.

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Human Resources Base Package includes FMLA leave tracking, benefits administration, position control/budgeting, applicant tracking.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are involced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.

2022-330487-V6K4D3

Page 3 of 4

- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

roi six (o) iniquidis iron	if the Quote date of the Ellective Date of the Contract	, willcriever is	later.
Customer Approval:	<u></u>	Date:	
Print Name:		P.O.#:	

2022-330487-V6K4D3

Page 4 of 4



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- 1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
 - 2.1 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 Annual Services: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 Third Party SaaS: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- 4. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit
 for the maintenance and support fees prepaid for the Tyler Software for the time period
 commencing on the first day of the SaaS Term.

<u>Payment</u>. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast 15% Lunch 25% Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.



^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Service Level Agreement

Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client R	Client Relief Schedule			
Actual Attainment	Client Relief			
99.99% - 98.00%	Remedial action will be taken			
97.99% - 95.00%	4%			
Below 95.00%	5%			

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone for urgent or complex questions, users receive toll-free, telephone software support.
 - * Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website www.tylertech.com for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	ncident Resolution Targets*		
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.		



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

^{*}Response and Resolution Targets may differ by product or business need

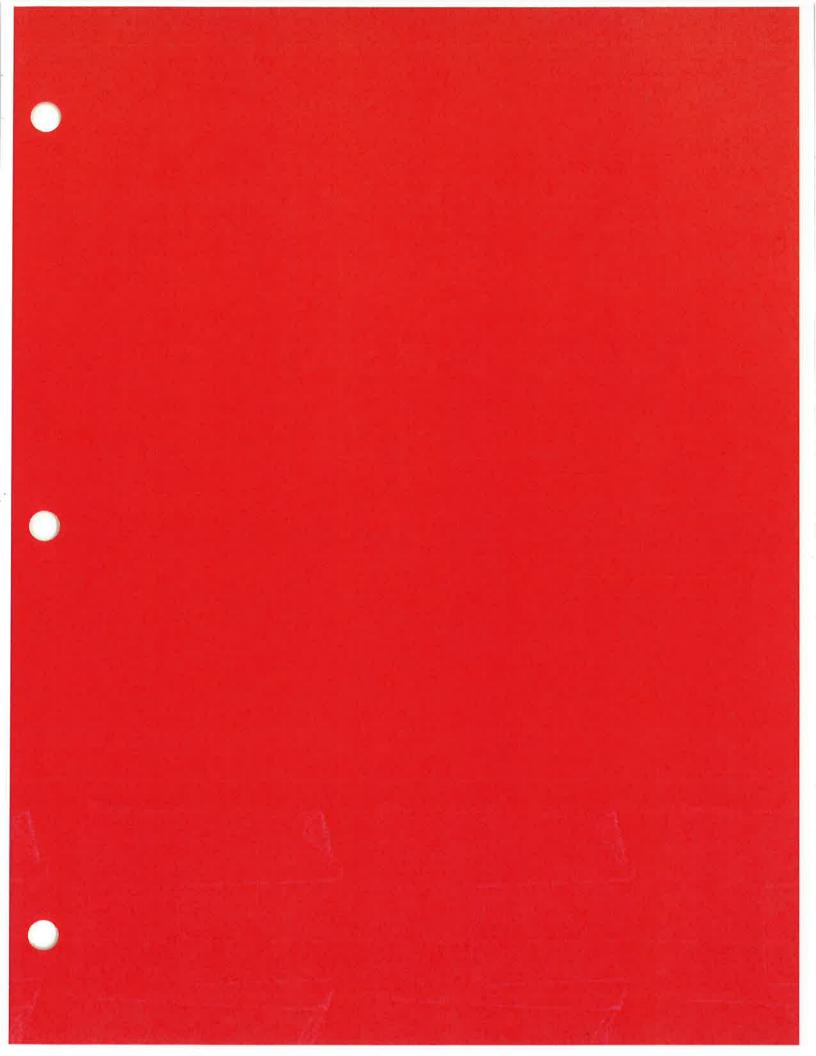
Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.







Quoted By: Quote Expiration: Quote Name: DK Robertson 05/15/23 Accounts Receivable with Optional Online

Sales Quotation For:

City of Farmersville 205 S Main St Farmersville TX 75442-2209 Ben White +1 (972) 782-6151 b.white@farmersvilletx.com

Tyler Annual Software – SaaS

ERP Pro powered by Incode	Standard Street	7.3	
ERP Pro 9 Financial Management Suite			
Accounts Receivable			\$ 1,94

Tyler Fees per Transaction

2022-372226-F8W4H9

Page 1 of 5

	· 1000000000000000000000000000000000000
Description	Net Unit Price
RP Pro powered by Incode	
RP Pro 9 Customer Relationship Management Suite	
Aiscellaneous Payments	\$ 1.25

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 9 Financial Management Suite			
Professional Services	12	\$ 1,740	\$0
Other Services			
Project Management	1	\$ 250	\$0
TOTAL:		\$ 1,990	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 1,945
Total Tyler Services	\$ 1,990	Ų 1,545
Summary Total	\$ 1.990	\$ 1,945
Contract Total	\$ 3 935	\$ 1,545

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance

2022-372226-F8W4H9

Page 2 of 5

ERP Pro powered by Incode	THE RESERVE OF THE PARTY OF			
ERP Pro 9 Financial Management Suit	e			
Accounts Receivable		12	\$ 1,740	\$0
	Sub-Total	12	\$ 1,740	\$ 0
	TOTAL:	12	\$ 1,740	\$0

Optional Tyler Annual Software - SaaS

Description			Annual
ERP Pro powered by Incode			
ERP Pro 9 Financial Management Suite			
Accounts Receivable Access			\$ 900
	TOTAL:		\$ 900
	Term # of Years:	1	

Comments

• Work will be delivered remotely unless otherwise noted in this agreement.

2022-372226-F8W4H9

Page 3 of 5

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.
 SaaS is considered a term of one year unless otherwise indicated.

Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

2022-372226-F8W4H9

Page 4 of 5

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.				
Customer Approval:	Date:			
Print Name:	P.O.#:			

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held





Quoted By: Quote Expiration: Quote Name: DK Robertson 05/15/23 Mobile Service Orders

Sales Quotation For:

City of Farmersville 205 S Main St Farmersville TX 75442-2209 Ben White +1 (972) 782-6151 b.white@farmersvilletx.com

Tyler Annual Software – SaaS

Description		Annuai
ERP Pro powered by Incode	AND THE PERSON NAMED IN	THE RESERVE AND ADDRESS OF THE PARTY OF THE
ERP Pro 9 Customer Relationship Management Suite		
Service Orders Mobile		\$ 643

2022-372233-K1W0W0 Page 1 of 4

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 9 Customer Relationship Management Sulte			
Professional Services	4	\$ 480	\$0
TOTAL:		\$ 480	\$ 0

Summary	One T	ime Fees	Recurring Fees
Total SaaS			\$ 643
Total Tyler Services		\$ 480	
Summary Total		\$ 480	\$ 643
Contract Total		\$ 1.123	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description		Hours	Extended Price	Maintenance
ERP Pro powered by Incode		Treat Land		
ERP Pro 9 Customer Relationship N	Management Suite			
Service Orders Mobile		4	\$ 480	\$0
	Sub-Total	4	\$ 480	\$ 0
	TOTAL:	4	\$ 480	\$ 0

2022-372233-K1W0W0

Page 2 of 4

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy. SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.

2022-372233-K1W0W0 Page 3 of 4

- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

2022-372233-K1W0W0

Print Name:

Page 4 of 4

Agenda Section	Regular Agenda		
Section Number	VI. D		
Subject	Update Farmersville Lights		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	December 13, 2022		
Attachment(s)	None		
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php		
Consideration and Discussion	City Council discussion as required.		
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to a future agenda. No motion, no action 		





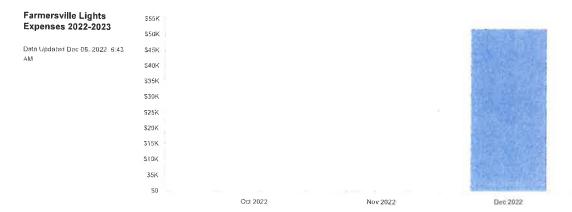
Oct 2022

\$0

\$61,500.00 Revenues in Dec 2022

Nov 2022

Dec 2022



\$52,107.90 Expenses in Dec 2022 Powered by OpenGov

Agenda Section	Regular Agenda		
Section Number	VI.E.		
Subject	Sale of Fire Truck and purchase bunker gear		
То	Mayor and Council Members		
From	Ben White, City Manager		
Date	December 13, 2022		
Attachment(s)	Resolution		
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	 Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove ☐ Disapprove Move item to another agenda. No motion, no action 		

CITY OF FARMERSVILLE RESOLUTION # R-2022-1213-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING SPECIFIED PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF SAID SURPLUS PERSONAL PROPERTY.

WHEREAS, the Fire Department of the City of Farmersville has the following item of personal property that is surplus and not required for the City's foreseeable needs:

Year	Make	Model	Vehicle Identification Number	Description	Mileage
1998	Ford	E-One Fire Truck	1FDYF80E0SVA5475	Pump Truck	16,970

WHEREAS, the City has encountered a lack of need or interest in its previous attempts to sell the above-described personal property at auction without success; and

WHEREAS, Hopkins County recently expressed interest in purchasing the above-described personal property for Ten Thousand Dollars (\$10,000.00); and

WHEREAS, City staff recommends the above-described personal property be declared surplus property and sold to Hopkins County with the net proceeds from the sale of the same being placed in the Fire Department's Fund or alternatively in the General Fund as determined and directed by the City Council.

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

Section 1. FINDINGS INCORPORATED.

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

Section 2. PROPERTY DECLARED SURPLUS AND ORDERED SOLD

The above-described personal property is hereby found to be surplus property and City staff is hereby authorized to sell said personal property to Hopkins County for Ten Thousand Dollars (\$10,000.00) and to cause the proceeds from such sale less any and all costs associated with the sale of said personal property to be deposited in the Fire Department's Fund or the General Fund as determined and directed by the City Council.

Section 3: EFFECTIVE DATE	
This Resolution shall take effect immediately upon its	passage.
DULY PASSED AND APPROVED this the day	of December 2022.
APPR	OVED:
Bryon	Wiebold, Mayor
ATTEST:	
3	
Tabatha Monk, City Secretary	



11/28/2022

To:

City of Farmersville, City Council; Ben White, City Manager

From:

M. Sullivan, Assistant City Manager

Subject:

Sale of 1998 Ford E-One Fire truck (No longer in service)

The Farmersville Fire Department comes before the city council to request permission to sell a no longer inservice, 1998 Ford E-One Fire truck VIN# 1FDYF80E0SVA54752, milage 16,970. This council has approved he sale of said vehicle in the past and subsequently, vehicle was posted on Renee Auctioneers twice, but received no bids each time.

Hopkins County Fire Department, Chief Endsley through conversations with Farmersville Fire Chief, Gregg Massey have negotiated a sale of said vehicle for \$10,000.00. During negotiations, Hopkins County FD paid to have a pump test conducted on said vehicle which failed. Both Fire Chiefs believe that the \$10,000 asking price for the vehicle is fair due to the work and cost of repairing the pump to place said vehicle back in service in Hopkins County. Staff recommends the sale of vehicle.

Respectfully,

M. Sullivan, Assistant City Manager

FY 2022-2023 (Budget Amendment (2) (12-13-2022)

	 	Y 2022-202	3 (Budget Amendme	nt (2) (12-1	3-2022)			
INMENTAL FUNDS	 CTED BEGINNING IND BALANCE		REVENUES	EX	PENDITURES	1.0	NTERFUND RANSFERS IN (OUT)	PROPOSED NDING FUND BALANCE
General Fund	\$ 1,395,838	\$	2,883,138	\$	4,573,261	\$	1,488,596	\$ 1,194,311
Revenue:								
Sell of Fixed Assets		\$	10,000					
Total Increased Revenue								
Expenses:								
Fire Dept. Clothing Expenses				\$	10,000			
Total Increased Expenses:								
General Fund Budget Amend. (1)	\$ 1,395,838	\$	2,893,138	\$	4,583,261	\$	1,488,596	\$ 1,194,311

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	AMP Utility Payment System
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote ☐ Approve ☐ Disapprove Motion/second/vote to continue to a later date. ☐ Approve ☐ Disapprove Move item to another agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	VI. G
Subject	Motorized Bikes on Chaparral Trail
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	t
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote Approve Approve with Updates Disapprove Motion/second/vote to continue to a later date. Approve Disapprove Disapprove Move item to a future agenda. No motion, no action

Agenda Section	Regular Agenda
Section Number	VI. H
Subject	MDD's
То	Mayor and Council Members
From	Ben White, City Manager
Date	December 13, 2022
Attachment(s)	
Related Link(s)	http://www.farmersvilletx.com/government/agendas and minutes/city council meetings.php
Consideration and Discussion	City Council discussion as required.
Action	 Motion/second/vote □ Approve □ Approve with Updates □ Disapprove • Motion/second/vote to continue to a later date. □ Approve □ Disapprove • Move item to a future agenda. • No motion, no action

VIII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

IX. ADJOURNMENT