#### FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION

#### **AGENDA**

May 17th; 6:30 p.m.

Best Center

- I. Call to Order
- II. Recognition of Citizens and Visitors
- III. Public Comment

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minutes. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the EDC 4A Board or City staff may only respond with (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.

#### IV. Business Items for Discussion and Possible Action

- A. Review, consider and discuss 2018 Key Initiative Area Goals (KIA'S).
  - a.) Retention Program/follow up business meetings Randy Smith
  - b.) Small Business Information Mr. Smith
- B. Consider, discuss and act upon EDC Sales Tax Workshop
- C. Consider, discuss and act upon Façade Grant Received
- **D.** Consider, discuss and act upon Comprehensive Plan, Land Use Map Review, Highway 380 and 78 Loop.
- E. Receive update funding options for Farmersville Parkway, Collin College update.
- F. Receive update on Electrical Substation
- G. Receive update on Camden Park Project
- H. Receive update on Big D Concrete
- Consider, discuss and act upon items listed for payment.
- J. Consider, discuss and act upon financial statements for April 2018, and required budget amendments
- K. Consider, discuss and act upon meeting minutes for April 19th<sup>th</sup>, 2018

#### VI. Adjournment

- No action may be taken on comments received under "Recognition of Visitors".
- The Board may vote and/or act upon each of the items listed in the Agenda.

The Farmersville Economic Development Board (4A) reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations),

551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues,) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information)

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said notice was posted May 14th, 2018 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Daphne Hamlin/EDC Liaison



TO:

**Economic Development Corp** 

FROM:

Daphne Hamlin, Finance Director

DATE

May 17th, 2018

SUBJECT:

2018 KIA's

Review, consider and discuss 2018 Key Initiative Area Goals (KIA's)

- 1.) Retention Program/follow up business meetings Randy Smith
- 2.) Small Business Information Randy Smith

**Action: Approve or Deny** 



TO:

**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT: EDC Sales Tax Workshop

Consider, discuss and act upon EDC Sales Tax Workshop

**Action: Approve or Deny** 

#### **Daphne Hamlin**

From:

Jeff Moore <jmoore@bhlaw.net>

Sent:

Friday, May 11, 2018 5:29 PM

To: Cc: Daphne Hamlin

Cc: Subject: Alan Lathrom RE: EDC Training

Daphne,

Alan asked that I respond to you on this matter. The course that the City is required to take is the EDC sales tax training seminar. It seems the September 28<sup>th</sup> course in Richardson would be the most convenient one. Yet, the next course is in Lubbock on August 24<sup>th</sup>. State law requires the following people to attend:

- (1) One person from the City city attorney, city secretary, or city manager;
- (2) One person from the EDC executive director or person who days the daily administration of the EDC.

I hope this helps.

Thanks, Jeff

From: Daphne Hamlin < d.hamlin@farmersvilletx.com>

Sent: Friday, May 11, 2018 2:27 PM

To: Alan Lathrom <<u>Alathrom@bhlaw.net</u>>

Subject: EDC Training

Hi Alan, need your help, EDC received this letter, and the board has asked that I forward it to you and ask which one do they need to take to be in compliance. One thing I have had this letter for a while, but I need an answer by Monday. Sorry

Daphne Hamlin City of Farmersville Ph 972-782-6151 Fax 972-782-6604



TEXAS ECONOMIC DEVELOPMENT COUNCIL

March 9th, 2018

Dear Sir or Madam:

The economic development sales tax was created in 1989 to give smaller Texas cities the financial resources to attract and retain primary jobs and create wealth in their communities. In 1991 the legislature expanded the law for community development purposes.

Today, the tax is the undisputed workhorse of local economic and community development efforts, serving as the backbone of economic and community development programs in more than 600 communities and 700 EDCs across the state.

Our records indicate that no one from your city or EDC has attended an ED Sales Tax Workshop in the last two years. Per section 502.101 of the Local Government Code one of the following individuals are required to attend: the city attorney, the city administrator or the city clerk, and, the executive director or other person who is responsible for the day-to-day administration of the corporation. Corporation funds may be used to pay the costs of attending the seminar.

EDC training can be obtained from the Texas Economic Development Council (TEDC). The TEDC has been holding these workshops statewide since 2005. The 2018 workshops will be held at the following locations:

Tyler, TX - April 13, 2018 Waco, TX - May 4, 2018 Lubbock, TX - August 24, 2018

Richardson, TX - September 28, 2018 Houston, TX - November 9, 2018 Austin, TX - December 7, 2018

To register for a workshop near you, please go to www.texasedc.org

I look forward to seeing you at an upcoming workshop.

Sincerely,

Carlton Schwab President/CEO

Texas Economic Development Council



### Texas Economic Development Council Upcoming Events

TEDC membership is open to anyone with an interest in economic development. Most TEDC members are professional economic developers, community volunteers, or elected officials. A growing number represent local workforce development boards and some of our members work in fields related to economic development - utilities, real estate, banking, education, engineering, and consulting.

Active membership - \$500 is for professionals who commit all or a portion of their time directly to economic development, or a closely related field.

Volunteer membership - \$125 is defined as an elected or appointed individual that serves an economic development organization in an unpaid capacity.

#### **2018 CONFERENCES**

TEDC hosts several conferences per year, each offering an engaging mix of general sessions, breakout sessions and panel discussions on current economic development issues. The conferences also offer opportunities to network with peers.

#### Mid-Year Conference

Location: Moody Gardens Hotel, Galveston, TX

Registration Rate: TEDC Member \$350/Non-Member \$400

#### **Annual Conference**

Location: Worthington Renaissance Hotel, Fort Worth, TX Registration Rate: TEDC Member \$500/Non-Member \$550

#### June 13-15, 2018

Room Block Rate: \$189

#### October 17-19, 2018

Room Block Rate: \$199

#### 2018 BASIC ECONOMIC DEVELOPMENT COURSE

The Basic Economic Development Course (BEDC) provides participants with a comprehensive understanding of the keys to successful economic development. For those new to the profession, the BEDC is the first step toward profession certification by the IEDC. Registration Rate: \$700

Spring BEDC - April 17-20, 2018

Location: Omni Colonnade, San Antonio, TX

Room Block Rate: \$127

Fall BEDC - September 18-21, 2018

Location: Sheraton Hotel, Arlington, TX

Room Block Rate: \$145

#### **2018 WEBINARS**

Throughout the year, TEDC offers various webinars on topics such as small business development and entrepreneurship, economic development finance programs, business retention, strategic planning, marketing and board development.

Registration Rate: \$79/Individual or \$295/Group (5 or more)

The World is Changing and so is Economic Development - March 21, 2018

Driving Economic Development with Tax Increment Reinvestment Zones - April 11, 2018



TO:

**Economic Development Corp** 

FROM:

Daphne Hamlin, Finance Director

DATE

May 17th, 2018

SUBJECT:

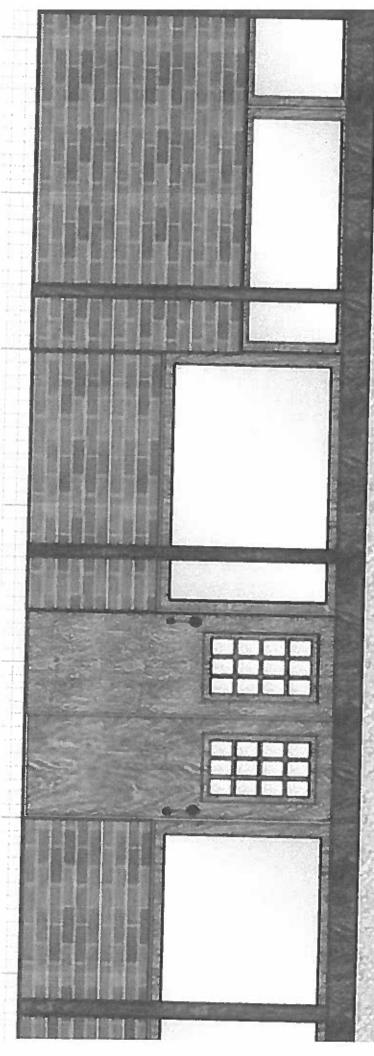
Façade Grant

Consider, discuss and act upon Façade Grant from Paula and Brian Edwards

**Action: Approve or Deny** 

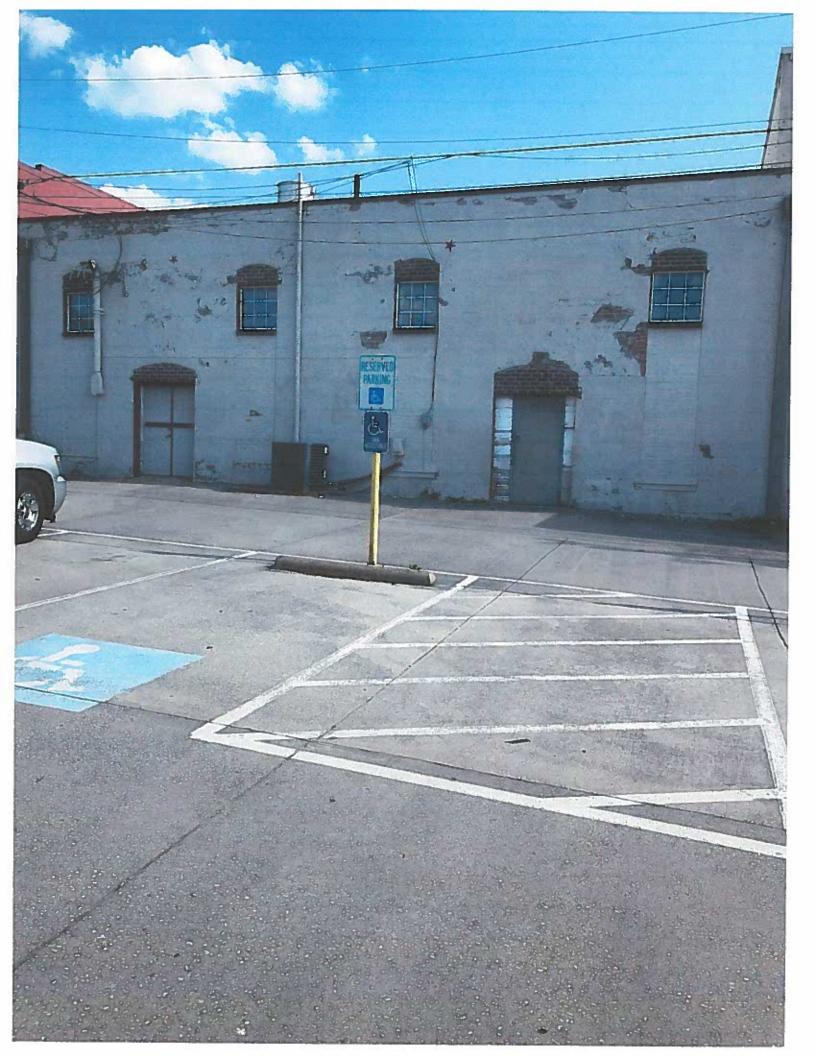
#### FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION (4A) **FARMERSVILLE FACADE GRANT APPLICATION** Date of Application: **Applicant** State: X Zip Code: 7544 7-898Zell Phone: \_\_ @ yahoo.com Email Address: bke 72 Business Owner (if different than above): Name: Business Name: Business Street Address: \_\_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Business Telephone: \_\_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: Property Owner (if different than above): Business Name: Street Address: 300 Hilo yen St. City: FARMERSVILLE State: TY Zip Code: 75442 Business Telephone: \_\_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe the type of improvement <u>New Front door</u> , <u>new back doors(2)</u> , new wood <u>awning poles(6)</u> , awning sign, <del>store front sign</del> , awning paint
Attach set of site plans drawn to scale and <b>before</b> photos. Note final plans drawn to scale will be required prior to final approval.
Attach one (1) estimate of the total cost of improvements. To the best of our knowledge the above information is accurate as provided:
•
Applicant:
Name (please print): Brian Edwards
Signature 2/2/18 20_
Building Owner Approval of Application:
Name (please print): Kay Feagin
Signature: Date: 5-1-18 , 20_
Please see the Façade Grant Policy and Guidelines for other required documents to be included with your application. By signature above the applicant acknowledges receipt of and agrees to abide by and
be subject to the terms and conditions of the Façade Grant Policy and Guidelines.



# STABLES





Signarama - Plano 6100 K'Ave. Suite 104-A Plano TX 75074 United States Phone: (214) 473-8179

Fax: (214) 473-9387 info@signarama-plano.com www.signarama-plano.com



#### Quote 18148 - Building Signage

Expiration Date: 06/30/2018

Quote for	Contact	Shipping/install
The Stables 124 Mckinney Street Farmersville Tx 75442	Paula Edwards Phone: (214) 500-3250 Email: paula.jo@yahoo.com Address: 124 Mckinney Street Farmersville Tx 75442	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
18148	05/01/2018	April Franks april@signarama-plano.com	50/50		

#### Items

#	Item	Qty	Unit Price	Total	Tax
1	Wooden Frame Sign with Dimensional Letters W:6 ft. X H:3 ft., Single Sided 1.0 Frame Sign w/Dimensional Letters -	1	\$1,450.00	\$1,450.00	\$119.63
	The STABLES				
	Sign directly mounted onto wall.				
	Includes: 1.0 Installation - Bucket Truck 1/2" Thick Black Acrylic Letters 2" x 4" Lumber Frame				
2	Permits Permits: City of Farmersville Permit Processing & Acquisition	1	\$400.00	\$400.00	\$0.00

#### Total

Sub Total	Setup	Total Tax(%)	Final Price
\$1,850.00	\$25.00	\$121.69 (8.25%)	\$1,996.69

Downpayment (50.0 %) \$998.35

## STABLES

STABLES



All Departments

Shop by Room

DIY Projects & Ideas

Home Services

Specials & Offers

Local Ad

# FREE IN: STORE PICKUP Over one miltion orthine items eligible >

## Shopping Cart

FREE Shipping on eligible items. See Details



Model #2006103R MMI Door 7.4 in. x 81.75 in. Cadence Right-Hand 3/4 Ova...

How To Get It

Qy

Item Total

Sales Tax idetermined in later steel

3

Ship to Home from \$99.00 Estimated Armyal: Jun. 05 - Jun. 11

\$4,024,50

\$4024.60/Item

Save for Later | Save to Favorites | Remove



Kwikset Montara Venetian Bronze Single Cylinder Door... Model #553MNHXJ 11P SMT CP

Ship to Home FREE

Estamated Arnval:

Pick Up In Store Today

\$129.00/Item

Express Delivery From

Save for Later | Save to Favorites | Remove

Items: 2 Subtotal: \$4,153.60

## Your Order

Estimated Shipping"	Subtotal
299.00	\$4,153.60

ota

s4,25260

Have a promo code?

"Shoping and delivery images are calculated at the loyest rate a ratable. Other methods will be we had be on the next bage.

## Checkout Now



\$129.00

### Need Help?

See our online FAQs or phone us:

Online Customer Support:1-800-430-3376

Major Appliances:1-877-946-9813

Custom B inds:1-800-658-7320

Home Depot Consumer Credit Cardo Learn Nore

Call 7 days a week - 6 a.m. to 2 a.m. EST

motallation cost attached

#### Home Depot Front Door Installation

Breakdown of costs

\$35 - Measurement \$354 - 2x door installation \$250 - 2x adding trim to frame during installation

\$739 Total Installation Cost



#### 8:49 PM

#### **THE HOME DEPOT INC**



**BEHR Premium Plus** 1 gal. Black Flat Exterior Paint an...

Model #430001

Save for Later | Remove

Qty

**Unit Price** 

**Item Total** 

\$27.98

\$83.94

3

Ship To Store FREE



Greenville,Tx #6554 Change

Available for pickup: May. 15 - May. 18

**Merchandise Subtotal** 

\$83.94

Pick Up In Store

**FREE** 

Sales Tax (determined in later step)

---

**Total** 

\$**83**94

Have a promo code?

**Checkout Now** 

for the Xan



#### 8:43 PM

#### ₮ 53% ■

#### • THE HOME DEPOT INC

Druger Druger



**MMI Door** 72 in. x 80 in. Left-Hand 6-Panel Classic Prime... Model #Z029360L

Save for Later | Remove

Qty

1

**Unit Price** 

\$910.18

**Item Total** 

\$910.18

Ship to Home



Estimated Arrival: May. 24 - May. 30

**Merchandise Subtotal** 

\$910.18

**Estimated Shipping\*** 

\$99.00

Sales Tax (determined in later step)

\_\_\_

Total

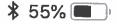
\$1,00918

Have a promo code?

**Checkout Now** 











**Classic Window or Door Awning** 

Width x Drop x

8 ft W x 31.5" D x

26.5" P

Projection: Color:

Burgundy

This item ships in 2 to 3 business days.

Unit price:

\$290.00

Remove:





**Classic Window or Door Awning** 

Width x Drop x 6 ft W x 31.5" D x

Projection:

26.5" P

Color:

Burgundy

This item ships in 2 to 3 business days.

Unit price:

\$244.00

Remove:

Update Qty

Shipping:

\$0.00

Total: \$534.00

Coll Edwards 2017 Pap Taxes?!

RAYFERS IN

RAYFERS IN

Coll 2 14-760 Texas Association of Realtors®

Coll 2 14-191-676) COMMERCIAL LEASE

Coll 3 14-191-676) COMMERCIAL LEASE

Coll 3 14-191-676) COMMERCIAL LEASE

Coll 3 14-191-676) COMMERCIAL LEASE

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Coll 5 14-191-676

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No.	Paragraph Description	Pg.	No.	Paragraph Description	Pa.
1.	Parties	2	22.	Holdover	10
2	Leased Premises	2 2 2	23.	Landlord's Lien & Security Interest	11
3.	Term	2	24.	Assignment and Subletting	11
u.	A. Term		25.	Relocation	11
	B. Delay of Occupancy		26.	Subordination .	11
4.	Rent and Expenses	3	27.	Estoppel Certificates & Financial Info.	11
4.	A. Base Monthly Rent		28.	Casualty Loss	12
	B. First Full Month's Rent		=29.	Condemnation	12
	C. Prorated Rent		30.	Attorney's Fees	12
	D. Additional Rent		31.	Representations	12
	E. Place of Payment		32.	Brokers	13
	F. Method of Payment		33.	Addenda	13
	G. Late Charges		34.	Notices	13
	H. Returned Checks		35.	Special Provisions	14
5.	Security Deposit	4	36.	Agreement of the Parties	14
6.	Taxes	4	1		
7.	Utilities	4		ADDENDA & EXHIBITS (check all that a	ibbla)
8.	Insurance	5 6 6 7		Exhibit	
9.		6			
	Legal Compliance	6		ExhibitCommercial Lease Addendum for Brol	rodo Eoc
11.		7			(e) 3 ree
42	Access By Landlord	7		(TAR-2102)	0000
12	Move-In Condition	7		Commercial Lease Addendum for Exp	
14	Access By Landlord Move-In Condition Move-Out Condition	. 7.		Reimbursement (TAR-2103)	- netition -
15.	Maintenance and Repairs	8		Reimbursement (TAR-2103)  Commercial Lease Addendum for Extended Option (TAR-2104)	- 101011
10.	A. Cleaning			Commercial Lease Addendum for Pen	centane
	B. Conditions Caused by a Party			Commercial Lease Addendant for Fer	centage
	C. Repair & Maintenance Responsibility	/		Rent (TAR-2106)	ldes
	D. Repair Persons			Commercial Lease Addendum for Par	KIIIŲ
+	E. HVAC Service Contract		1 _	(TAR-2103)	- defiese
	F. Common Areas			Commercial Landlord's Rules and Reg	Julguons
	G. Notice of Repairs			(TAR-2108)	00)
	H. Failure to Repair			Commercial Lease Guaranty (TAR-21 Commercial Lease Addendum for Rig	ht of Fire
16.	· · · · · · · · · · · · · · · · · · ·	9	1	Defined (TAP 2402)	in Or i its
17.		9		Refusal (TAR-2103)  Commercial Lease Addendum for Option	Honal
18.		10			LIOI ICI
19.		10		Space (TAR-2110)  Commercial Lease Addendum for Cor	netruction
20.		10			Bulleno
21.				(TAR-2111) or (TAR-2112)	
	Removal of Property & Lockout	10		Commercial Lease Addendum for	
				Contingencies (TAR-2120)	
			질	Tax Addendum A	
				Information About Designate Coming	
			14	Information About Brokerage Service	2

(TAR-2101) 1-26-10

Initialed for Identification by Landlord: , and Tenant

Keller Williams NCC 2220 Therrell Way McKinney, TX 75070 Phone: 214.801.1696 Fax:

Glenda Neel : ...

124 McKinney



#### TEXAS ASSOCIATION OF REALTORS®

#### **COMMERCIAL LEASE**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED ©Texas Association of REALTORS®, Inc. 2010

1.	PA	FATH	S: The parties to this lease are:	
	į	_:in	: brc:	
			;a	nd
	10.	ាខារ	PIBL LLC 82-5072011	
			PTBL LLC 82-5072011	
2.			PREMISES:	
	A.	it.	lord leases to Tenant the following described real property, known as the "leased premises," alo all its improvements (Check only one box):	ng
		<u>;</u> )	1ultiple-Tenant Property: Suite or Unit Number containing approximately	
			square feet of rentable area in(project name at	e)
			at	/), vs:
				- 1
	M	,2)	ingle-Tenant Property: The real property at: 194 194 144 51.  Farmersville Tex (city), Collin (county), Texas, whi	
			Farmersville Tex (city) (address)	in
			s legally described on attached Exhibit A or as follows:	Cri
				-07
	E,	1	ragraph 2A(1) applies: Property" means the building or complex in which the leased premises are located, inclusive	of
			any common areas, drives, parking areas, and walks; and	
		4,	he parties agree that the rentable area of the leased premises may not equal the actual or useal area within the leased premises and may include an allocation of common areas in the Property. The rentable area   will  will not be adjusted if re-measured.	ole
3.	TC	-	· · · · · · · · · · · · · · · · · · ·	
	A.	ij	1: The term of this lease is24 months and days, commencing of	ın:
			AVENST 1, 2018 November 10, 2019 (Commencement Da	
			AUGUST 1, 2020	•
				<b>=</b> }.
	_		W.A.F.	
IAR	-240	in a	3-10 Initialed for identification by Landlord and Tenant: Page 2 of	15

- B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for

#### 4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

				94/04	or as follows
	Da	ites	Rate per rental I		OI 23 10110VV
11.	From	To	Rate per rentable squ	uare foot (optional)	Base Monthly
191/18	11/15/10	7/31/18	w Mortunty Rate	\$ Annual Rate	Rent \$
-	04/01/2011	11/14/2012	/ rsf / month		Treile &
	8/1/2018	8/1/2020			5 mo + \$0 \$ 1500 mo
			/ ISI / month	/ rsf / vear	2000
			/rsf / month	1 mm 1 mm	
	R Additional t		/ rsf / month	/ rsf / year	
	HK Additional P	The state of the s		-	

_	
- B.	Additional Rent In addition to the t
	Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as
,	(1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)  (3) Commercial Lease Addendum for Percentage Rent (TAR-2106)  (4)
	All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this
	to the pulposes of this
C.	First Full Month's Rent: The first full monthly rent is due on or beforeApril 1, 2011
	MACLE 1, 2011

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due
- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Nam	Ne: WR Feagin	State in Withing.
Addı	ress: PO Box 392 or 704 McKinney St 302 (Farmersville, Tx 75442	MILCOLSON ST.
TAR-2101) 1-26-10	Initialed for Identification by Landle-14. 7)	enant:
Produced	with ZinEar-Chart	Page 3 of 15

(1)	Water	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
227				
(2)	Sewer	7		X
(3)	Electric		Щ	X
(4)	Gas	片	Ц	X
(5)	Telephone	님	Ц	X
(6)	Internet	7	Ц	X
<i>(</i> 7)	Cable	<u> </u>		X
(8)	Trash	닏	Щ	X
(9)		Щ		X
	All other utilities	 u		X
( /	A A STATE OF THE S	Ч		X

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

(TAR-2101) 1-26-10

Initialed for Identification by Landlord: 1, 1, 1, 1, 1, and Tenant:

Page 4 of 15

Comm	ercial Lease concerning: Farmersville Tx 75442
С	. Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use. HVAC to Be CLETTHED Before OCCY
D	After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)
Ho. K	(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
	(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$
A JOHN X	(3) Tenant will pay for the HVAC services under this lease.
8. IN	SURANCE:
	<ul> <li>During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:</li> <li>(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)</li> <li>□ (a) \$1,000,000; or</li> <li>□ (b) \$2,000,000.</li> <li>□ (f neither box is checked the minimum amount will be \$1,000,000.</li> <li>(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and</li> <li>(3) business interruption insurance sufficient to pay 12 months of rent payments;</li> </ul>
	Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
	<ul> <li>If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:</li> <li>(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or</li> <li>(2) exercise Landlord's remedies under Paragraph 20.</li> </ul>
w.R.F. D	Unless the parties agree otherwise, Landlerd will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate. The proof Tus. 428: 20 St MA+81-18 35731 Cas 8-1-18 71470
E.	If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

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Initialed for Identification by Landlord L. F. , \_\_\_\_\_ , and Tenant:

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C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

#### 12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises. WITH NOTICE.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.
- 13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

#### 14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

#### 15. MAINTENANCE AND REPAIRS:

1	Cleaning: Tenant must keep the leased premises clean a garbage in appropriate receptacles.  Landlord Tenant services to the leased premises that are customary and o maintain any grease trap on the Property which Tenant u emptying and cleaning, as well as making any modification to comply with any applicable law.	t will provide, at its expense, janitorial rdinary for the property type. Tenant will
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- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

(1) (2) (3) (4)	Foundation, exterior walls, roof, and other structural components  Glass and windows  Fire protection equipment and fire sprinkler systems  Exterior & overhead doors, including closure devices, molding,	Landlord	Tenant ☐ 図
(5)	Grounds maintenance, including landscaping and irrigation		X
(6)	Interior doors, including closure devices, frames, molding, locks,		
(7) (8) (9) (10) (11) (12)			X X X X
(14) (15) (16) (17) (18) (19)	(a) Pylon (b) Facia (c) Monument (d) Door/Suite (e) Other:  Extermination and pest control, excluding wood-destroying insects Fences and Gates Storage yards and storage buildings Wood-destroying insect treatment and repairs Cranes and related systems	0000000000	X M M M M M M M M M M M M M M M M M M M
(ZU)	All other items and systems.	ă	X

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.
- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(11), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

#### 16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
  - D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
- 17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.
- 18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees. patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental, contaminants, or other occurrences or casualty losses.

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Initialed for Identification by Landlord (N. Q.)

, and Tenant: 6

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19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage. personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees. patrons, quests, or invitees.

#### 20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;

(3) repairs to the leased premises for use beyond normal wear and tear;

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- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and

(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;

- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or
- (9) any other recovery to which Landlord may be entitled under this lease or under law.
- 21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d)
- 22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

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- 23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest
- 24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the HONORING LLASEAGER Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

#### 25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior X

#### 26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
  - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

#### 27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

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#### 28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required. Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
- 29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Terrant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

#### 31. REPRESENTATIONS:

A.	Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
	Landlord is not aware of any material defect on the Department of

		onancis in delault.	Sulf the tropper
B.	Landlord is n an ordinary p health or safe	ot aware of any material defect on the Property that would affect to berson or any environmental hazard on or affecting the Property by of an ordinary person, except:	ne health and safety of that would affect the
		No.	
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C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or or behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

#### 32. BROKERS:

	Α.	The brokers t	to this leas	e are:		1					
		Keller	liems						E.		
		Principal Broke	1	047394	License No.	Cooperati	Williams ag Broker	3	1-1-2-1	License No	
		Randal Shi Agent	17			The Mai			07800 080	_ Licerise MU	
		5951 W V/2	2 00 /00	GO #100		Agent			270		Te .
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		(469) 222-1	537			(214) 7	73-2246	1,50			
		Phone			Fax	Phone	/	•	7	Fax	
		randalshin	Makw.com			neelar	Sup@tx.rr	5. 302			
		E-Mail			License No.	E-Mail /	Jude Ch. Li	. COM	015536	7 License No.	
		Principal Brok	ker: (Check	k only one box)		Coopera	tina Brokor		<b></b>		
		represents	Landlord	only.		Coopera	ting Broker	represent	s renant.		
		represents	Tenant on	ly.							
		M is an intern	nediary be	tween Landlord	d and Tenan	t.					
	B.	Fees:	1								
		(4) 5: : :									
	x	(1) Principal	Broker's fe	e will be paid a	eccording to:	(Check of	nly one box	). <sub>*</sub>			
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		(b) the a	ttached Ad	dendum for Br	oker's Fee.	4.4				*** ** ****	
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	am	end from time	to time.	1		3-			may, at its	discretion,	
34.	NO	TICES: All no	tices unde	r this lease mu	ist he in writ	ing and a	ro offacilis-	subsen to:	- al al - 1°		
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			Phone: 19		108 214-491	-079	Fax:				
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Address:
Address:Phone:
Tenant also consents to
Tenant also consents to receive notices by e-mail at: Fax:
6. SPECIAL PROVISIONS:
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the demised property Tenant estimates that such improvements to be contractors to make improvements to bricess (1930,00).  Tenant has the right to repeat and personal of Most interest that such improvements will cost in the tenant has the right to repeat and personal of Most interest that the personal of Most interest that the right to repeat and personal of Most interest that the right to repeat and personal of Most interest that the right to repeat and personal of Most interest that the right to repeat and personal of Most interest that the right to repeat and personal of Most interest that the right to repeat and right to repeat an
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36. AGREEMENT OF PARTIES:
A. <u>Entire Agreement</u> : This lease contains the entire agreement between Landlord and Tenant and may not
be changed except by well the entire agreement between the
and Tenant and may not
D. Dillung Effect: This local to the second
heirs, executors, administrators, successors, and permitted assigns.  C. Joint and Several: All Tenants are initial.
administrators, successors, and permitted assigns, and their respective
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notice to, or refund to or signature jointly and severally liable for all provisions.
its renewal, or its termination is his different or any one or more of the Tenants recently related this lease. Any act or
The state of the s
D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and
enforcement of this lease
The interpretation, performance, and
C. Severable Clausers is .
remainder of this lease will not be affected in this lease is found invalid or unenforceable by
E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the enforceable.
The sease will remain valid and

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will enjoy possession and use of the leased premises free from material interference.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant

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ADDENDUM "A"

Tenant will pay all property taxes above 2010 tax year base. PRORATED FROM 8/1/12
2017 TAXES 14037,55:12-33646 pormo. TAXMUTICE Attinction
Aug, Sept, Oct, How, Dec. 5+33646=11, 68230 For 2018
BASED ON 2017 TANES
W.R.F.

W. R. Feagin Jr.

STACEY KEMP, COUNTY CLERK COLLIN COUNTY, TEXAS 2300 BLOOMDALE RD, SUITE 2106 MCKINNEY, TX 75071

#### ASSUMED NAME CERTIFICATE OF OWNERSHIP FOR INCORPORATED BUSINESS OR PROFESSION

1.	INE STUDIE	_			
2.4	Business Address    Diagraphy   Company   Comp	rsville	TX State	75442	
3.	PJBK, LLC		1 10	Zip	
	Name of the incorporated Business or Profession as stated	in its Articles o	f Incorporati	on'	
	Certificate Number (11 applicable) 802975402 State in wh	ich business was	incorporated	1: TEXOS	
	Address of registered office in that Jurisdiction:  HOLD CANCH STREET  Physical Address  City	ursvilk	TX State	75442	
	Name of registered agent: BYION EDWOYDS	1			
5.	The corporation is a: (Please check one)	¥.	,		
	Business CorporationNon-pr	ofit Corporation		_L.L.C	
	Professional CorporationOther o	Sease specify)			
6.	The period during which the assumed name will be used in Texas Business and Commerce Code, Certificates of Owner which the assumed name will be used.				
7.	The county or counties where business or professional ser	d lin	r are conduc	ted or rendered under such	
8.		he has been duly iment.	authorized i	n writing,	
THI	HE STATE OF TEXAS				
COI	OUNTY OF COLLIN				
BER IN A	EFORE ME, COUNTY AND FOR SAID County and State, on this day personally appe	ared		COURTNEY MEGAN HALL Notary Public, State of Texas Comm. Expires 07-02-2018	
KIINT RIADICKI Notary ID 129873181					
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for					
the	e purpose therein expressed.				
Give	iven under my hand and seal of office, this	day of APT	<u> </u>	, 20 <u>18</u> .	
	COUNTY OF Printed Name of Norary		<u> </u>	, 20 <u>18</u> .	
	CYVOSSY	we assert when			
	Signature of Notary or I	Deputy Clerk			



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Comprehensive Plan and Land use Map Review

Consider, discuss and act upon Comprehensive Plan and Land Use Map Review,

Highway 380 and Highway 78 Loop.

ACTION: Appr

**Approve or Deny** 



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Financing Farmersville Parkway

Receive update on funding options for Farmersville Parkway

ACTION: No action required/informational only



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Financing electrical substation

Receive update on financing electrical substation

ACTION: No action required/informational only



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Camden Park Project

Receive update on Camden Park Project

ACTION: No action Information purposes only



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Big D Concrete

Receive update on Big D Concrete

ACTION: Information only



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Items listed for payments

Consider, discuss and act upon items listed for payment

- 1.) Collin College SBECONF \$500.00
- 2.) Kimley Horn \$6,295.00 Zoning rewrite

May 3, 2018

Ben White, City Manager 205 S. Main Street Farmersville, TX 75442



Dear Ben.

Greetings and thank you for again sponsoring our annual Small Business and Entrepreneurship Conference, (SBECON). This will be our 7<sup>th</sup> edition.

As always, our purpose remains to reach out to the small business, entrepreneur, and economic development communities in our region.

I have attached a summary of our program for your information. With this letter I am also providing you promotional flyers and 25 tickets which you may distribute in your community as you see fit. Anyone who receives this ticket from you may register for the conference at no cost. Instructions for registering are included on the back of each ticket.

You may also consider this letter as an invoice for returning your check for the sponsorship. Please make the check out to the College of Business, TAMU-C and mail it to "Attention: Belinda Benson". Our mailing address is College of Business, Texas A&M University-Commerce, P.O. Box 3011, Commerce, Texas 75429-

Our program is changing a little this year. We are going to a lunch and learn format beginning at 12 noon on May 16<sup>th</sup> and we will be finished by 2 pm. The conference will take place at our Alumni Center. The address is 1706 Stonewall Street, Commerce, TX 75428. There is ample parking directly across the street.

Our keynote speaker this year is Jeff Wacker, Principal at JLWFutures. Jeff consults with leading companies and government entities on opportunity evaluation and the ramification of trends for long-range planning. Previously he was a Hewlett-Packard Senior Fellow where he worked extensively with HP Labs accelerating emerging technologies to market.

Attendees may register online at https://marketplace.tamuc.edu/SBECON. You may also get additional information regarding the conference at <a href="https://www.tamuc.edu/SBECON">www.tamuc.edu/SBECON</a>.

The EDC's in our region have been faithful sponsors of this event and without your help we could not have even begun as we did in 2012. Thanks not only for your support of the conference, but for the impact you are making in our region.

My Very Best Regards.

Bob Collins

Senior Lecturer and Executive in Residence

Management Department

College of Business

Texas A&M University-Commerce

Bob.collins@tamuc.edu

903-468-8188 (o), 972-571-5290 (m)

Management

P.O. Box 3011 \* Commerce, TX, 75429-3011\*Phone: 903.886.5703\*Fax: 903.886.5702\*www.tamuc.edu

A Member of The Texas A&M University System

Db 201459





# WELCOME

SBECON 18 May 16, 2018 12pm - 2pm

- Welcome & Lunch
- Jeff Wacker Looking to the Future
- Frank Smith COB Excellence
- Surveys



Farmersville









CITY OF FARMERSVILLE ATTN: BEN WHITE 205 S. MAIN FARMERSVILLE, TX 75442

Please send payments to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 951640 DALLAS, TX 75395-1640

Federal Tax Id: 56-0885615

Invoice No:

061290101-0418

Invoice Date: Invoice Amount: \$3,220.00

Apr 30, 2018

Project No:

061290101

Project Name:

**FARMERSVILLE ORDINANCES** 

Project Manager: BRAWNER, DREW

Client Reference:

For Services Rendered through Apr 30, 2018

#### **LUMP SUM**

KHA Ref # 061290101.1-11198216

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT INITIATION / DATA COLLECTION / PROJECT MANAGEMENT	14,200.00	100.00%	14,200.00	14,200.00	0.00
EVALUATE CURRENT ZONING AND SUBDIVISION ORDINANCES	5,600.00	100.00%	5,600.00	5,600.00	0.00
PREPARATION OF THE ZONING ORDINANCES UPDATE	35,700.00	100.00%	35,700.00	33,915.00	1,785.00
PREPARATION OF THE SUBDIVISION ORDINANCE UPDATE	20,500.00	100.00%	20,500.00	19,475.00	1,025.00
PUBLIC WORKSHOP AND ADOPTION	8,200.00	80.00%	6,560.00	6,150.00	410.00
Subtotal	84,200.00	98.05%	82,560.00	79,340.00	3,220.00
Total LUMP SUM					3,220.00

**DESCRIPTION OF SERVICES PERFORMED:** 

ATTENDED COUNCIL HEARING TO ADDRESS FOLLOW-UP QUESTIONS; PREPARED FINAL DRAFT DOCUMENTS TO INCORPORATE COUNCIL COMMENTS

Total Invoice: \$3,220.00

# Kimley » Horn

CITY OF FARMERSVILLE ATTN: BEN WHITE 205 S. MAIN FARMERSVILLE, TX 75442

Please send payments to:

KIMLEY-HORN AND ASSOCIATES, INC.

P.O. BOX 951640 DALLAS, TX 75395-1640

Federal Tax Id: 56-0885615

Invoice No:

061290101-0318

Invoice Date: Invoice Amount: \$3,075.00

Mar 31, 2018

Project No:

061290101

Project Name:

**FARMERSVILLE ORDINANCES** 

Project Manager: BRAWNER, DREW

Client Reference:

For Services Rendered through Mar 31, 2018

**LUMP SUM** 

KHA Ref # 061290101.1-10990432

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT INITIATION / DATA COLLECTION / PROJECT MANAGEMENT	14,200.00	100.00%	14,200.00	14,200.00	0.00
EVALUATE CURRENT ZONING AND SUBDIVISION ORDINANCES	5,600.00	100.00%	5,600.00	5,600.00	0.00
PREPARATION OF THE ZONING ORDINANCES UPDATE	35,700.00	95.00%	33,915.00	33,915.00	0.00
PREPARATION OF THE SUBDIVISION ORDINANCE UPDATE	20,500.00	95.00%	19,475.00	18,450.00	1,025.00
PUBLIC WORKSHOP AND ADOPTION	8,200.00	75.00%	6,150.00	4,100.00	2,050.00
Subtotal	84,200.00	94.23%	79,340.00	76,265.00	3,075.00
Total LUMP SUM					3,075.00

DESCRIPTION OF SERVICES PERFORMED:

ADDRESSED QUESTIONS AND RECOMMENDATIONS FROM THE P&Z;

ATTENDED P&Z ORDINANCE HEARING TO ADDRESS FOLLOW-UP QUESTIONS

**Total Invoice: \$3,075.00** 



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Financial Statements

Consider, discuss and act upon financial statements for April 2018.

**ACTION:** 

**Approve or Deny** 



# Farmersville Economic Development Corp 4A April 2018

Statement Balance 4-1-2018

\$210,983.02

Deposits:

 Sales Tax:
 \$16,306.27

 Cking Int .05%
 \$8.79

 CD Interest
 \$127.40

**Transfer to Texpool** 

check 1299 and 1300 \$(1,750.00)

Statement balance 4-30-2018

\$225,675.48

#### **Outstanding Transactions**

Sales Tax

Transfer to Texpool

**CD** Interest

**Oustanding checks** 

\$-

Balance 5-9-2018

\$225,675.48

# Farmersville Economic Development Corporation Cummulative Income Statement For the 12 Months Ended, September 30, 2018

	FY 2018						
'	Budget	October	November	December	January	February	March
Beginning Bank Balance		\$151,370.45	\$148,089.53	\$154,014.17	\$162,578.23	\$171,635.92	\$191,905.38
Deposits							
Sales Tax Collections	\$264,800.00	\$19,322.84	\$19,542.30	\$17,078.99	\$16,423.31	\$20,135.37	\$18,954.31
Interest Income cking	\$3,000.00	\$6.24	\$6.11	\$6.78	\$6.99	\$6.69	\$8.26
CD Interest Earned			\$146.23	\$123.29	\$127.39	\$127.40	\$115.07
Total Revenue	\$267,800.00	\$170,699.53	\$167,784.17	\$171,223.23	\$179,135.92	\$191,905.38	\$210,983.02
Expenses:							
Administration	\$1,000.00						
Meeting Expenses	\$1,000.00						
Dues/School/Travel	\$500.00						
Office Supplies	\$200.00						
Legal Service	\$2,500.00						
Marketing/promotion Expenses	ses						
Expenses/Advertising	\$16 000 00						
Silication Cooperate	00.000.01						
Collin College Sponsorship Small Business	\$7,500.00				\$7,500.00		
Entrepreneurship Conf	\$500.00						
Tex-21	\$1,250.00						
Farmersville Chamber	\$1,000.00						
Farmersville Rotary	\$500.00						\$500.00
Total Expenditures	\$32,850.00	-\$	<b>-\$</b>	\$	\$7,500.00	\$	\$500.00
Directive Business Incentives	es						
Zoning Ordinance Re-write	\$52,960.00	\$22,610.00	\$13,770.00	\$8,645.00			
Collin College							
Project(sewer/street/electric)	\$150,000.00						
Façade Grant Program	\$50,000.00						
Total Development Cost	\$252,960.00	\$22,610.00	\$13,770.00	\$8,645.00			
Total Expenditures	\$285,810.00	\$22,610.00	\$13,770.00	\$8,645.00	\$7,500.00	4	\$500.00
Revenue vs Expenditures	(\$18,010)						
From Reserves							
Total Expenditures		\$22,610.00	\$13,770.00	\$8,645.00	\$7,500.00	-\$	\$500.00
Ending Bank Balance		\$148,089.53	\$154,014.17	\$162,578.23	\$171,635.92	\$191,905.38	\$210,483.02
CD investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
Texpool Balance		\$874,562.60	\$875,317.76	\$876,192.32	\$877,158.88	\$878,063.10	\$879,193.31
Interest Earned		\$765.73	\$755.16	\$874.56	\$966.56	\$904.22	\$1,130.21
Total Available Funds	}	\$1,272,652.13	\$1,279,331.93	\$1,288,770.55	\$1,298,794.80	\$1,319,968.48	\$1,339,676.33

Farmersville Economic Development Corporation Cummulative Income Statement For the 12 Months Ended, September 30, 2018

YTD	e.	\$127,763.39	\$49.86	\$766.78	\$- \$128,580.03	₩	ь	÷ €	₩	) 	\$ <del> </del>	₩,	\$7,500.00	<del>d</del>	\$1.250.00	4	\$500.00	\$- \$9,250.00	\$- \$45,025.00	<b>.</b>	\$ 60 C	\$45,025.00 \$- \$54,275.00	\$- \$54,275.00	÷		\$6,603.53	÷.
September																											
August					Ġ													-\$				Ŷ	Ŷ	4			i,
July					·\$													- <del>5</del>				4	ь́	<b>.</b>			\$
June					\$													-\$				4	4	4			ų,
May					4													-\$				4	φ	ፉ			\$
April	\$ 210,483.02	\$ 16,306.27		\$ 127.40	\$226,925.48										\$1.250.00			\$1,250.00				\$1,250.00	\$1,250.00	\$225,675.48	\$250,000.00	\$1,207.09	\$1,356,075.88



**Economic Development Corporation** 

FROM:

Daphne Hamlin, Finance Director

DATE:

May 17th, 2018

SUBJECT:

Consider, discuss and act upon meeting minutes for April 19th 2018

ACTION: Approve or Deny April 18th, 2018 meeting minutes

## FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION MEETING MINUTES

#### April 19th, 2018

The Farmersville EDC met in regular session on April 19th, 2018 at 6:30 p.m. in the City Hall Council Chambers with the following members present: Jason Lane, Kevin Meguire, George Crump, Robbie Tedford and Randy Smith. Staff members present were City Accountant Daphne Hamlin, City Manager Ben White.

#### CALL TO ORDER

Chairman Meguire convened the meeting at 6:33 p.m. and announced a quorum was present.

#### RECOGNITION OF CITIZENS AND VISITORS

No citizens or visitors.

#### PUBLIC COMMENT

No public comment taken.

#### REVIEW, CONSIDER AND DISCUSS 2018 KEY INITIATIVE AREA GOALS (KIA'S)

Chairman Meguire asked if the board had any updates. Mr. Tedford stated he had made some contacts but wished to reserve at this time until we can go into executive session for discussion. Chairman Meguire moved forward to the retention section, item c. and item d., asked Mr. Smith to give the EDC Board an update. Chairman Meguire stated that he had spoken with Dr. Collins regarding the Small Business Conference. Dr. Collins stated this year is going to be more focused, it is a 2 hour conference, more focused on business and business owners. Chairman Meguire suggested since we sponsor this program we received 25 tickets and would like Mr. Smith when he targets businesses in the business retention program to give the business owners tickets to attend the conference.

Mr. Smith said he is working with Daphne, she is getting the information together, after I receive the information I will set down with Mr. White and work up a list of business's to visit. Mr. Smith also stated that he had met with Mr. White about posting information to the Cities website in regards to Small Business Development Program. Mr. White stated he has the list and it is on his list of items to complete.

#### CONSIDER, DISCUSS AND ACT UPON EDC SALES TAX WORKSHOP

Chairman Meguire stated the EDC Board received a letter from (Texas Economic Development Council). This letter stated that no one from our City has attended an ED Sales Tax Workshop in the last two years. Chairman Meguire asked Daphne to contact the City attorney for clarification on which course we need to attend. Mr. White had asked

to be considered for the seminar held September 18, 2018, Daphne will have more information for the next regular scheduled meeting.

# CONSIDER, DISCUSS AND ACT UPON SMALL BUSINESS AND ENTREPRENEURSHIP CONFERENCE.

Item discussed already under item A.

## CONSIDER, DISCUSS AND ACT UPON COMPREHENSIVE PLAN, LAND USE MAP REVIEW. HIGHWAY 380 AND 78 LOOP

Chairman Meguire stated he and Mr. White met to discuss the proposed Highway 380 bypass. Chairman Meguire asked Mr. White to discuss with the EDC Board regarding the proposed loop. Mr. White stated first there are TX Dot meetings scheduled and encouraged the EDC Board to attend. TX Dot will be covering the Highway 380 portion. Mr. White stated he will attend the TX Dot meeting in McKinney on April 26th.

Mr. White presented a land use map that we are currently generating. There are boundaries (shown in the orange) of the proposed city limits. Currently we are working with other surrounding cities to have agreements on these proposed boundaries. Currently what is being considered is a bypass to the South, between north and south lake and hook back up on Highway 380 near Floyd. Chairman said so that will be the Highway 380 bypass and the existing Highway 380 will be considered business 380. Mr. White said this is what he is currently trying to push, Council agrees. But asking if the EDC Board has any comments to take back to Council. Mr. Crump asked what is the time line for phase 1. Mr. White stated around 2040, but you may see TX Dot purchasing right-of-way. Mr. Crump stated what will happen is businesses will follow the bypass. Mr. White said what TX Dot is trying to solve is laying out more freeway. But, what they are finding are Cities refusing let TX Dot build because of already existing businesses and can't find room. For instance, Wylie was in the path of a North/South Freeway, but Wylie refused. Currently Collin County is pressing forward for the future. Mr. White said you have to get behind it, support it, and make it real. We have the proposed outer loop near CR 547, and it is continuing to stay and people are used to the idea. But what they are finding out now there may not enough population to support the outer loop. TX Dot is now currently thinking about the current Highway 78 becoming the freeway. TX Dot lost north south due to not getting across Lavon. Right now Highway 380 have some options. Mr. Tedford asked where the bypass leaves on existing Highway 380. Mr. White not too sure, but the concept is it leaves right after the lake and heads south and goes parallel of Highway 380. Mr. Tedford stated then the options are either to widen the existing Highway 380 or make an outer loop. Mr. White said correct. Mr. Tedford asked then why do they favor the loop opposed to widening the existing Highway 380. Mr. White stated in order to support the town, right now Council feels widening Highway 380 would disturb

the current businesses. Chairman Meguire stated if it stays the way it is it would become a limited access highway, meaning you would not be able to exit. Highway 380 would be like 121 going to Frisco. Chairman Meguire stated that his thought on what the City might want is have the loop connect further down and the current highway 380 would stay the way it is today.

Mr. White discussed the highway 78, originally TX Dot came in and wanted to go thru College Campus, College did not want that, City supported the College. Mr. White stated there is an idea to join up with the Highway 380 outer loop. Chairman Meguire said if you widen Highway 380 you would take out the College, Tedford Chevrolet. Mr. Tedford asked about the widening of Highway 380, is it 500 feet or 300 feet? Mr. White said it is in the order of 300 feet. Mr. Tedford said once you take the traffic away from Highway 380, you will lose businesses, they will follow the loop. Mr. Crump asked what will happen to our City if this is done, the word bypass means you bypass Farmersville. Mr. White said I have a certain view point on this, it is to make Farmersville a magnet for jobs. Make this an industrial/commercial place. Mr. Tedford said TX Dot job is to move traffic not to stop it. Mr. White said if you want to attract business you have to have a way in and out of your industrial businesses. Mr. White stated the better the roads are you have a better chance for more economic activity. Chairman Meguire feels our industrial are is where it needs to be next to the railroad. Mr. White stated the proposed map is showing approximately 6,000 acres set aside for industrial growth. Mr. White asked the EDC Board does the bypasses make sense and does the overall industrial area make sense. Mr. Crump stated look at central expressway in Plano, it goes right thru town. Mr. White said if it goes thru the middle it would split our town. Chairman Meguire said I just don't want it to impact the College. Mr. Crump said he just wants whatever is best for the community. Mr. White said maybe we don't need this now, wait and see what happens. Mr. Crump stated make plans now so that no one is surprised. Mr. White stated he will do more layout work, bring back maps, and review further.

# CONSIDER, DISCUSS AND ACT UPON FUNDING OPTIONS FOR FARMERSVILLE PARKWAY, COLLIN COLLEGE CAMPUS UPDATE

Mr. White stated he had met with the College and was informed of the development agreement between the City and the College. In the development agreement the City is to provide a 4 lane road around the college. Mr. White said this is something we need to make happen. I have spoken to our financial advisor because we are going to need a loan for approximately \$8 million. We have a \$1.9 million match with Collin County but, we do not have the funds to match. Mr. White stated that he and Daphne have looked at what the payments are going to be on an \$8 million dollar bond, we are going to have to cover approximately \$375k per year to pay back the bond. Mr. White stated he is researching options on how we are going to pay back this bond. I have road impact fees

we could charge, this will only impact new businesses that are coming in to help support the bond. TIRZ, 4B, 4A could dedicate a portion of their revenues and help support the bond. Mr. White said there are grants, we have tried twice for tiger grants but have been unsuccessful. Collin County right now are going thru plans on a 2020 type bond package of which a percentage will be dedicated that are on the through fare map. There is also a storm water management fee we could access. We are currently researching all options to help support this bond. Mr. Crump asked do we not have a relationship with the County, where we could work together. Mr. White stated they do matching funds, but no longer pay for City type work. Mr. Tedford asked how long will the bond be for. Mr. White stated 20 years. Mr. Tedford said if we commit that would be for the next 20 years. Mr. White said yes. Mr. White said I have a lot of work to do to support this. We are committed to this project.

#### CONSIDER, DISCUSS AND ACT UPON FINANCING ELECTRICAL SUBSTATION

Chairman Meguire stated in the future to have more data to provide in order to make decisions. Mr. White said he is just presenting ideas, and will have information available. We are considering purchasing our current substation. Sharyland has switched over to Oncor, we were paying approximately \$13-14k per month on this substation. We made an offer of \$95k. Idea was to gain control and expand and use as asset to gain funds for the City. When other electrical company's own it we have to pay for it. There are six options we are considering, currently reviewing those options. In the background trying to support college. So, what we are considering is a remap of the substation to help support the college. What we could do is get a bond, but instead we could borrow funds from 4A and pay back on a monthly basis. Mr. White stated he will come back with more concise ideas and bring back facts and figures. Mr. Crump asked for a spreadsheet.

#### RECEIVE UPDATE ON CAMDEN PARK PROJECT

Mr. White stated water, sewer, and storm water are installed. We have new software installed for permitting and training is complete. We are preparing for installation of water meters. Purchased approximately 50-60 water meters. Lift Station, we are installing the wet well. Force Main and gravity main are going in.

#### RECEIVE UPDATE ON BIG D CONCRETE

Mr. White stated that Big D has a notice to proceed with Lafarge. Property west of Big D is also being considered for another concrete related material facility. Due to the railroad access. Mr. White stated he is going next Wednesday to view their operations, it will be an all-day event. KCS Railroad coming in for meeting because of this activity.

#### CONSIDER, DISCUSS AND ACT UPON ITEMS LISTED FOR PAYMENT

On a motion from Mr. Tedford, to pay invoice to Tex-21 membership in the amount of \$1,250.00, second by Mr. Crump, motion passed unanimously.

# CONSIDER, DISCUSS AND ACT UPON FINANCIAL STATEMENTS FOR MARCH 2018, AND REQUIRED BUDGET AMENDMENTS

On a motion from Mr. Lane to accept financial statements as presented, second by Mr. Smith, motion passed unanimously. On a motion from Mr. Tedford to accept budget amendment to pay TEX 21 in the amount of \$1,250.00, second by Mr. Crump, motion passed unanimously.

#### CONSIDER DISCUSS AND ACT UPON MEETING MINUTES FOR MARCH 15<sup>TH</sup>, 2018.

On a motion from Mr. Lane to accept March 15th, 2018 meeting minutes, second by Mr. Tedford, motion passed unanimously

	1		4
ADJOURNMENT:			
Meeting adjourned at pm. 8:15			
			<u></u>
	Kevin	Meguire, C	hairman
ATTEST:			
George Crump, Secretary			