



**CITY OF FARMERSVILLE  
PLANNING AND ZONING COMMISSION AGENDA  
REGULAR CALLED MEETING  
February 22, 2021, 6:00 P.M.  
205 S. Main St.**

**WATCH THE LIVE BROADCAST**

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

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

**SPEAKING DURING PUBLIC COMMENTS**

Members of the public wishing to speak during Public Comments or a public hearing may join the meeting by going online to [www.blizz.com](http://www.blizz.com), and following the online prompts to input the "Dial-in Phone Number" and the "Meeting ID."

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

1. **Dial-in Phone Number: [\(646\) 769-9101](tel:6467699101)**  
Please note that if you dial a toll number, your carrier rates will apply.
2. You will be prompted to enter the Meeting ID.  
**The Meeting ID for this meeting is [737-144-00](tel:73714400)**
3. Please listen closely to the directions and follow the directions to gain access to the Blizz meeting.

## **I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance

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

Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the Planning & Zoning Commission for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the Planning & Zoning Commission regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Chairman may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

## **III. PUBLIC HEARING**

- A. Public hearing to consider, discuss and act upon text amendments to Chapter 77, "Zoning," by amending Sections 77-66, "Accessory Building Regulations," and Section 77-67 "Exterior Construction Standards for Structures," to modify the minimum and maximum requirements for accessory buildings and accessory structures.
- B. Public hearing to consider, discuss and act upon text amendments to the Comprehensive Zoning Ordinance that may change the zoning classification names and will amend the land uses and related land development standards currently identified as the "Light Industrial," "Heavy Industrial," and "High Impact Industrial" zoning classifications set out in Sections 77-53(e)-(g) of the Farmersville Code together with any related amendments necessary to Section 77-46, "Schedule of Permitted Uses," regarding uses to be allowed in such land use classifications, as they may be amended, together with any necessary additions, changes or deletions to Section 77-29, "Definitions," as they may apply to any one or more of the land use classifications set out in Sections 77-53(e)-(g) of the Farmersville Code, as they may be amended.

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

- A. Consider, discuss and act upon minutes from January 25, 2021.
- B. Consider, discuss and act upon the minor plat of the Brunswick Addition, Lot 1 & 2, Block A.
- C. Consider, discuss and act upon the minor plat of the Hall 613 Addition, Lot 1 & 2, Block 1.
- D. Consider, discuss and act upon the final plat of the Mosley 2194 Addition, Lot 1, Block 1.

- E. Consider, discuss and act upon the concept plan for the Rikepur Addition.
- F. Consider, discuss and act upon the preliminary plat for the Rikepur Addition.
- G. Consider, discuss and act upon the concept plan for Camden Park Phase 4.
- H. Consider, discuss and act upon the preliminary plat for Camden Park Phase 4.

## **V. ADJOURNMENT**

***The Planning and Zoning Commission 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).***

*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 on February 18, 2021, by 6:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

**Dated this the 18<sup>th</sup> day of February, 2021.**



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Sandra Green, TRMC  
City Secretary



## **I. Preliminary Matters**

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

### **III. PUBLIC HEARING**

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

**CITY OF FARMERSVILLE**  
**ORDINANCE #2021-\_\_\_\_ - \_\_\_\_**

**AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, ENTITLED "ZONING," BY AMENDING SECTION 77-66, ENTITLED "ACCESSORY BUILDING REGULATIONS," AND SECTION 77-67 ENTITLED "EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES," TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT AND ALLOWABLE ROOF PITCHES FOR ACCESSORY BUILDINGS, GARAGES, AND CARPORTS AS PROVIDED HEREIN BELOW; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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



## **SECTION 1. INCORPORATION OF FINDINGS**

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

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

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

"(c) *Height and yard requirements.*

....

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

(d) *Carports.*

....

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

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

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

"(e) *Roofing requirements.*

\* \* \* \*

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

\* \* \* \*

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

#### **SECTION 4. CUMULATIVE REPEALER**

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

#### **SECTION 5. SAVINGS**

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

#### **SECTION 6. SEVERABILITY**

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

## **SECTION 7. GOVERNMENTAL IMMUNITY**

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

## **SECTION 8. INJUNCTIONS**

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

## **SECTION 9. ENGROSSMENT AND ENROLLMENT**

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

## **SECTION 10. EFFECTIVE DATE**

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

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

**APPROVED THIS** \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

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

**ATTEST:**

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

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

**CITY OF FARMERSVILLE  
ORDINANCE #2021-\_\_\_\_ - \_\_\_\_**

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

**CHANGES MADE BY THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the City Council of the City of Farmersville, Texas ("City Council"), desires to amend Chapter 77 of the Farmersville Code to rename the zoning classifications and amend the land uses and related land development standards currently identified as, and allowed in, the "Light Industrial," "Heavy Industrial," and "High Impact Industrial" zoning classifications as the "LI - Light Industrial District," "HI-1 - Heavy Industrial-1 District," and "HI-2 - Heavy Industrial-2 District" zoning classifications, respectively, including the identification of the purpose and certain permitted uses, prohibited uses and development standards in each of those renamed districts; and

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

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

#### **SECTION 1. INCORPORATION OF FINDINGS**

The findings set forth above are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

#### **SECTION 2. AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERSVILLE, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, ENTITLED "ZONING," OF THE FARMERSVILLE CODE BY AMENDING SECTION 77-29, ENTITLED**

**“DEFINITIONS,” BY DELETING THE DEFINITION OF “HIGH IMPACT USE” IN ITS ENTIRETY**

From and after the effective date of this Ordinance, Chapter 77 of the Farmersville Code is amended through the amendment of Section 77-29, entitled “Definitions,” by deleting the definition for the phrase “High Impact Use” in its entirety.

**SECTION 3. AMENDMENT OF CHAPTER 77, ENTITLED “ZONING,” OF THE FARMERSVILLE CODE BY AMENDING SECTION 77-41, ENTITLED “ESTABLISHMENT OF ZONING DISTRICTS,” TO CHANGE THE ZONING CLASSIFICATION NAMES OF “HEAVY INDUSTRIAL” AND “HIGH IMPACT INDUSTRIAL” TO “HI-1 - HEAVY INDUSTRIAL-1 DISTRICT” AND “HI-2 - HEAVY INDUSTRIAL-2 DISTRICT,” RESPECTIVELY,**

From and after the effective date of this Ordinance, Chapter 77 of the Farmersville Code is amended through the amendment of Section 77-41, “Establishment of Zoning Districts,” by changing the zoning classification names of “Heavy Industrial” and “High Impact Industrial” to “HI-1 - Heavy Industrial-1 District,” and “HI-2 - Heavy Industrial-2 District” such that the chart of zoning districts hereafter reads as follows:

Abbreviated Designation	Zoning District Name
A	Agricultural District
ED	Estate Development
SF-1	Single Family Dwelling-1 District
SF-2	Single Family Dwelling-2 District
SF-3	Single Family Dwelling-3 District
2F	Two Family Residence (Duplex) District
MF-1	Multifamily Residence-1
MF-2	Multifamily Residence-2
NS	Neighborhood Service District
GR	General Retail District
C	Commercial District
CA	Central Area District
LI	Light Industrial District
HI-1	Heavy Industrial-1 District
HI-2	Heavy Industrial-2 District

**SECTION 4. AMENDMENT OF CHAPTER 77, ENTITLED “ZONING,” OF THE FARMERSVILLE CODE BY AMENDING SECTION 77-53, ENTITLED “NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICT REGULATIONS,” TO CHANGE THE ZONING CLASSIFICATION NAMES OF “HEAVY INDUSTRIAL” AND “HIGH IMPACT INDUSTRIAL” TO “HI-1 - HEAVY INDUSTRIAL-1 DISTRICT” AND “HI-2 - HEAVY INDUSTRIAL-2 DISTRICT,” IN SECTIONS 77-53(F) AND (G), RESPECTIVELY, AND AMEND THE LAND USES AND RELATED LAND**

**DEVELOPMENT STANDARDS ALLOWED IN THE “LI - LIGHT INDUSTRIAL,” HI-1 - HEAVY INDUSTRIAL–1” AND “HI-2 - HEAVY INDUSTRIAL–2,” DISTRICTS SET OUT IN SECTIONS 77-53(E) THROUGH (G), RESPECTIVELY, OF THE FARMERSVILLE CODE INCLUDING THE IDENTIFICATION OF THE PURPOSE AND CERTAIN PERMITTED USES, PROHIBITED USES AND DEVELOPMENT STANDARDS FOR EACH SUCH ZONING CLASSIFICATION**

From and after the effective date of this Ordinance, Section 77-53, “Non-Residential and Mixed-Use Zoning District Regulations,” is hereby amended by amending Sections 77-53(e)-(g), to change the names of the Zoning Classification contained therein from “Light Industrial,” “Heavy Industrial,” and “High Impact Industrial,” respectively, to “LI - Light Industrial District,” “HI-1 - Heavy Industrial–1 District,” and “HI-2 - Heavy Industrial–2 District” and establish new subparagraphs (e) through (g) identifying the purpose and certain permitted uses, prohibited uses and development standards for each such zoning classification to read as follows:

“(e) *LI — Light Industrial District.*

- (1) *Purpose.* The LI district is primarily intended for the conduct of light manufacturing, assembling and fabrication, and for warehousing, wholesaling and service operations.
- (2) *Permitted Uses.* See Section 77-46, “Schedule of Permitted Uses,” for a complete listing.
- (3) *Area, Yard and Bulk Requirements.*

Description		Requirements
Minimum Lot Area		15,000 sq. ft.
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		30 feet
Minimum Side Yard	<i>Interior Lot</i>	None
	<i>Corner Lot</i>	20 feet
Minimum Rear Yard		None
Maximum Lot Coverage		None
Maximum Height		None, generally; 40 feet height limitation when any part is located within 40 feet of a residential property line



- (4) See Article IV., "Development Standards," for additional requirements and exceptions.

(f) *HI-1 — Heavy Industrial District-1.*

- (1) *Purpose.* The HI-1 district is primarily intended to provide areas for manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services.
- (2) *Permitted Uses.* See section 77-46, Schedule of Permitted Uses," for a complete listing.
- (3) *Area, Yard and Bulk Requirements.*

Description		Requirements
Minimum Lot Area		15,000 sq. ft.
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		30 feet
Minimum Side Yard	<i>Interior Lot</i>	None
	<i>Corner Lot</i>	20 feet
Minimum Rear Yard		None
Maximum Lot Coverage		None
Maximum Height		None; 40 feet when within 40' of a residential property line

- (4) See Article IV., "Development Standards," for additional requirements and exceptions.

(g) *HI-2 — Heavy Industrial District-2.*

- (1) *Purpose.* The HI-2 district is primarily intended to provide areas for manufacturing firms engaged in very heavy industrial activities that may be less compatible with residential, commercial and lighter impact industrial uses and sensitive natural areas.
- (2) *Permitted Uses.* See Section 77-46, "Schedule of Permitted Uses," for a complete listing.
- (3) *Area, Yard and Bulk Requirements.*

Description		Requirements
Minimum Lot Area		15,000 sq. ft.
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		30 feet
Minimum Side Yard	<i>Interior Lot</i>	None
	<i>Corner Lot</i>	20 feet
Minimum Rear Yard		20'
Maximum Lot Coverage		None
Maximum Height		None, generally; Except 40 feet height limitation if any part is located within 40 feet of a residential property line

- (4) *Applicable Development Standards.* All uses in the HI-2 — Heavy Industrial District-2 shall meet or exceed all of the minimum requirements established in Article IV., "Development Standards," of this Zoning Ordinance for the HI-2 - Heavy Industrial District-2 including without limitation, except as otherwise specifically provided herein to the contrary, the requirements set forth in Sections 77-61 through 77-80. Notwithstanding the foregoing, Section 71-71(h) shall not generally apply to uses in the HI-2 — Heavy Industrial-2 District. However, any areas that are not used for buildings, facilities, structures, parking and roadways shall be devoted to living landscape,

which shall at a minimum include grass, ground cover, plants, shrubs, or trees.

- (5) *Prohibited Uses.* Uses that are not expressly enumerated herein as permitted uses are prohibited. Those uses that are prohibited shall include, but are not limited to, the following:
- (a) Manufacture and/or bulk storage and testing of explosives, fireworks, or munitions;
  - (b) Refining petroleum or its products, including tar distillation, and the storage and distribution of natural and liquid gas or other petroleum derivatives in bulk including terminals, tank farms or other similar facilities (save and except "propane storage and distribution");
  - (c) Manufacture, storage, compounding or handling radioactive materials or wastes;
  - (d) Manufacture, blending or mixture of pesticides, certain acids, glue, soap and fertilizer;
  - (e) Stockyards, feed pens, livestock sales with barns and/or shipping facilities;
  - (f) Rendering of animal fats, slaughtering or processing of animals and industrial manufacturing processes using the following raw materials: bones, garbage, offal and dead animals;
  - (g) Refining of raw materials, such as, but not limited to chemicals, rubber, wood or wood pulp, into other products;
  - (h) The extraction of raw materials, such as sand or gravel mining;
  - (i) Jet engine or other engine testing;
  - (j) Refuse disposal services including but not limited to landfills, incinerators, and other

locations which receive garbage and refuse generated offsite for storage, treatment or disposal;

- (k) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse;
- (l) Smelting of iron, copper, tin, zinc, or any other ore;
- (m) Coal distillation or coke ovens;
- (n) Creosote treatment;
- (o) Steel mills or furnaces;
- (p) Coal- or coke-fired kilns;
- (q) Used tire storage;
- (r) Extraction of raw materials; and
- (s) Concert halls.

**SECTION 5. AMENDING SECTION 77-46, "SCHEDULE OF PERMITTED USES," BY AMENDING SECTION 77-46, ENTITLED "SCHEDULE OF PERMITTED USES," TO CHANGE THE ZONING CLASSIFICATION NAMES OF "HEAVY INDUSTRIAL" AND "HIGH IMPACT INDUSTRIAL" TO "HI-1 - HEAVY INDUSTRIAL-1" AND "HI-2 - HEAVY INDUSTRIAL-2" DISTRICTS, RESPECTIVELY, AND TO IDENTIFY THE USES ALLOWED IN THE "LI - LIGHT INDUSTRIAL DISTRICT," "HI-1 - HEAVY INDUSTRIAL-1 DISTRICT" AND "HI-2 - HEAVY INDUSTRIAL-2 DISTRICT" ZONING CLASSIFICATIONS**

- A. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (c), entitled "Residential Uses," to read as follows:

(c) Residential uses.				
Type of Use	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
Bed and breakfast inn				
Boarding house or rooming house	P			
Garage apartment				
Bed and breakfast inn				
Boarding house or rooming house				
Garage apartment				
Guest house				
Hotel	P			
HUD-Code manufactured home				
Industrialized housing (or modular home)				
Mobile Home				
Motel	S*			77-49(i)
Multiple-family dwelling				
One-family dwelling (attached)				
One-family dwelling (detached)				
Residence hotel	S			
Two-family dwelling (duplex)	P			
Zero lot line dwelling				

- B. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "HI-1 - Heavy Industrial-1 District" And "HI-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (d), entitled "Accessory and Incidental Uses," to read as follows:

(d) Accessory and incidental uses.				
Type of Use	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
Accessory building	P	P	P	
Farm accessory building	P	P	P	
Fuel pumps (accessory use)	P*		P	77-49(g)

Home occupation				
Open storage and outside display			S	
Parking lot/garage (accessory)	P	P	P	
Stable (private)	P	P		
Swimming pool (private)	P	P		77-49(l)
Temporary field office	P	P	P	
Tennis courts	P	P		77-49(k)

- C. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (e), entitled "Agricultural Uses," to read as follows:

(e) <i>Agricultural uses.</i>				
Type of Use	LI - Light Industrial District	HI-1 - Heavy Industrial-1 District	HI-2 - Heavy Industrial-2 District	Use Specific Regulations
Farm, ranch, garden, or orchard	P	P		
Feed store	P	P	P	
Nursery, major	P	P		77-49(j)
Nursery, minor	P	P		
Stable (commercial)				
Veterinarian clinic and/or kennel, indoor	P	P		
Veterinarian clinic and/or kennel, outdoor	P	P		

- D. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (f), entitled "Automobile and Related Uses," to read as follows:

(f) <i>Automobile and related uses.</i>	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Auto parts and accessory sales (indoor)	P	P		
Auto parts and accessory sales (outdoor)	P	P		
Automobile repair, major	P	P		
Automobile repair, minor	P	P		
Automobile sales, used	S	S		
Automobile sales/leasing, new	P	P		
Car wash, full service	P	P		
Car wash, self-service	P	P		
Convenience store with gas pumps	P	P		
Convenience store without gas pumps	P	P		
Motor vehicle towing, motor vehicle recovery, and motor vehicle storage	S	P		
Motorcycle sales/service	P	P		
Recreational vehicle sales and service, new/used	P	P		
Salvage yard		S	S	
Trailer sales/rental	P	P		
Truck sales (heavy truck)	P	P		

- E. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HI-Heavy Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "HI-1 - Heavy Industrial-1 District" And "HI-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (g), entitled "Commercial and Professional Uses," to read as follows:

(g) <i>Commercial and professional uses.</i>	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Building maintenance service and sales	P	P		
Clinic, medical or dental	P	P		

Contractor's shop and storage yard	P	P	S	
Dry cleaning plant	P	P		
Equipment and machinery sales and rental, major	P	P		
Manufactured home display and sales		S		
Medical or scientific research lab	P	P		
Office showroom/warehouse	P	P	S	
Office, professional, general administrative	P	P		
Open storage and outside display	P	P	S	
Print shop, major	P	P		
Propane storage and distribution	P	P		

- F. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (h), entitled "Educational, Institutional, and Public Uses," to read as follows:

(h) <i>Educational, institutional, and public uses.</i>	LI - Light Industrial District	HI-1 - Heavy Industrial-1 District	HI-2 - Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Adult day care center	P	P		
Art gallery or museum	P	P		
Banquet/meeting hall				77-49(d)
Cemetery or mausoleum	S	S		
Church, rectory, or other place of worship	P	P		
College, university or private school	P			
Day care center	S	S		
Fire station and public safety building	P	P	P	
Fraternal organization, lodge, or civic club	P			
Hospital	P			
Nursing/convalescent home	S			
Post office, government and private	P	P		



Public building, shop or yard of local, state or federal government	P	P		
Rehabilitation care facility				
Rehabilitation care institution	P			
School, private or parochial (primary or secondary)	P			
School, public	P			
School, trade or commercial	P	P		

G. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (i), entitled "Entertainment and Recreational Uses," to read as follows:

(i) <i>Entertainment and Recreational Uses.</i>	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Amenity center (private)				
Amusement, commercial (indoors)	P	P		
Amusement, commercial (outdoors)	S	S		
Community center (public)	P	P		
Dancehall or nightclub	S	S	S	
Day camp	P	P		
Fairgrounds/exhibition area	S	S		
Game room	S*			77-49(h)
Golf course and/or country club	P	P		
Gun or archery range (indoor)	P	P		
Park or playground (public)	P	P		
Play field or stadium (public)	P	P		
Recreational vehicle (RV) parks and campgrounds	P	P		
Swim and tennis club				
Theater (drive-in)	S	S		
Theater (indoor)	P	P		

H. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy

Industrial-1 District” and “HI-2 - Heavy Industrial-2 District,” respectively, and modifying certain of the uses allowed in the “LI - Light Industrial District,” “Hi-1 - Heavy Industrial-1 District” And “Hi-2 - Heavy Industrial-2 District” Zoning Classifications that are more particularly identified in Paragraph (j), entitled “Industrial and Wholesale Uses,” to read as follows:

<i>(j) Industrial and Wholesale Uses.</i>	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Bakery and confectioners works (wholesale)	P	P		
Concrete/asphalt batching plant (not temporary)			S	77-49(m)
Concrete/asphalt batching plant, temporary	*	*	*S	77-49(f)
Manufacturing, heavy	S	P		
Manufacturing, light	P	P		
Mini-warehouse/self-storage	P	P		
Open storage and outside display	P	P	S	
Sand and gravel storage	P	P	S	
Warehouse/distribution center	P	P		
Wholesale office storage or sales facility	P	P		

- I. From and after the effective date of this Ordinance, Section 77-46, “Schedule of Permitted Uses,” is hereby amended by changing the zoning classification names for “HI-Heavy Industrial District” and “HII-High Impact Industrial District” to “HI-1 - Heavy Industrial-1 District” and “HI-2 - Heavy Industrial-2 District,” respectively, and modifying certain of the uses allowed in the “LI - Light Industrial District,” “Hi-1 - Heavy Industrial-1 District” And “Hi-2 - Heavy Industrial-2 District” Zoning Classifications that are more particularly identified in Paragraph (k), entitled “Retail and Service Uses,” to read as follows:

<i>(k) Retail and service uses.</i>	LI – Light Industrial District	HI-1 – Heavy Industrial-1 District	HI-2 – Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Alternative financial institution	P	P		
Antique shop and used furniture	P	P		
Artisan's workshop	P	P	P	

Bakery and confectioners works (retail)	P	P		
Banks, savings and loan, or credit union	P	P		
Barber shop/beauty salon and personal service shops	P	P		
Big box retail development	P	P		
Body art studio	P	P		77-49(e)
Building materials and hardware sales, inside storage	P	P		
Building materials and hardware sales, outside storage	P	P	S	
Cleaning & laundry, self-service	P	P		
Dry cleaning or laundry, minor	P	P		
Equipment and machinery sales and rental, minor	P	P		
Farmer's market	P	P		
Flea market, inside	P	P		
Flea market, outside	P	P		
Florist shop	P	P		
Furniture, home furnishing, and equipment stores	P	P		
Grocery store or supermarket	P	P		
Health/fitness center	P	P		
Licensed massage therapy	P	P		
Mortuary or funeral parlor	P	P		
Pawn shop	P	P		
Pet grooming	P	P		
Pet shop	P	P		
Portable building sales	P	P		
Private club	P	P		
Repair shop, household equipment and appliances	P	P		
Restaurant (drive-in type)	P	P		
Restaurant or cafeteria	P	P		
Restaurant or food shop, take-out and delivery	P	P		
Retail stores and shops	P	P		
Sexually oriented businesses or establishments			S	
Shopping center	P	P		
Small engine repair shop	P	P		
Studio for dance, gymnastics, and/or martial	P	P		

Studio for photographer, musician, and artist	P	P		
Studio for radio and television	P	P		

- J. From and after the effective date of this Ordinance, Section 77-46, "Schedule of Permitted Uses," is hereby amended by changing the zoning classification names for "HI-Heavy Industrial District" and "HII-High Impact Industrial District" to "HI-1 - Heavy Industrial-1 District" and "HI-2 - Heavy Industrial-2 District," respectively, and modifying certain of the uses allowed in the "LI - Light Industrial District," "Hi-1 - Heavy Industrial-1 District" And "Hi-2 - Heavy Industrial-2 District" Zoning Classifications that are more particularly identified in Paragraph (I), entitled "Transportation, Utility, and Communications Uses," to read as follows:

(I) <i>Transportation, utility, and communications uses.</i>	LI - Light Industrial District	HI-1 - Heavy Industrial-1 District	HI-2 - Heavy Industrial-2 District	Use Specific Regulations
<b>Type of Use</b>				
Airport landing field	P	P		
Antenna and/or antenna support structure, commercial	*	*	*	77-49(b)
Antenna and/or antenna support structure, non-commercial	P*	P*	S	77-49(b)
Parking lot/garage (commercial)	P	P		
Private utility, other than listed	S	S		
Railroad or bus passenger station	P	P		
Railroad team track, freight depot or docks	P	P	S	
Shops, offices, and storage area for public or private utility	P	P	P	
Telephone line and exchange	P	P	P	
Transportation and utility structures / facilities	P	P	P	
Truck terminal	P	P	S	
Utility distribution/transmission lines	P	P	P	

**SECTION 6. AMENDING SECTION 77-49, "USE-SPECIFIC REGULATIONS," BY ADDING A NEW PARAGRAPH (M), ENTITLED "CONCRETE/ASPHALT BATCHING PLANT (NOT TEMPORARY)," ESTABLISHING CERTAIN STANDARDS SPECIFIC TO A NON-TEMPORARY CONCRETE/ASPHALT BATCHING PLANT SEEKING A SPECIFIC USE PERMIT**

From and after the effective date of this Ordinance, Section 77-49, entitled "Use-Specific Regulations," is hereby amended by adding a new Paragraph (m), entitled "Concrete/Asphalt Batching Plant (Not Temporary)," establishing certain standards specific to a non-temporary concrete/asphalt batching plant seeking a Specific Use Permit to read as follows:

"(m) Concrete/asphalt batching plant (not temporary).  
Specific use permit application requirements for concrete/asphalt batching plant:

- (1) Concrete/asphalt batching plants shall be permitted only in the HI-2 - Heavy Industrial-2 District upon the granting of a specific use permit (SUP);
- (2) The SUP shall be for an initial period of twenty (20) years (the "Initial Term") with one (1) automatic ten (10) year extension (the "Automatic Extension Period") of the SUP;
- (3) The SUP shall run with the land during the Initial Term and the Automatic Extension Period provided however, that:
  - a. The operating name of the concrete/asphalt batching plant specifically identified in the ordinance granting the SUP shall not be changed during the Initial Term and the Automatic Extension Period without the owner first providing the City advance written notice of said name change; and
  - b. The ownership of the concrete/asphalt batching plant shall not be conveyed, sold or transferred to any other persons or entities identified in the ordinance granting the SUP parties not named in the in the ordinance granting the SUP during the Initial Term and the Automatic Extension Period without the owner(s) identified in the ordinance granting the SUP first providing the City advance written notice of such proposed change in ownership, and then only if the entirety of the concrete/asphalt batching plant is being so conveyed, sold or transferred;
- (4) The owner may seek an extension or further renewal of the SUP prior to the expiration of the

Automatic Extension Period or any then current subsequent extension with the length of any such extension or renewal being determined in the sole discretion of the planning and zoning commission and city council;

- (5) The applicant shall submit a site plan, landscape plan and elevations, in addition to any other plans that may be required by the city's ordinances, drawn to scale and sealed by a professional engineer or professional architect licensed by the state satisfying all of the requirements of Section 77-44, "Specific Use Permits";
- (6) The grant of an SUP shall not relieve the applicant, owner and/or operator of a concrete/asphalt batching plant from any other and further obligations under this Code."

**SECTION 7. AMENDING SECTION 77-54, "SPECIAL DISTRICT REGULATIONS," BY AMENDING PARAGRAPH (A), ENTITLED "HIGHWAY COMMERCIAL OVERLAY DISTRICT," AS IT APPLIES TO USES ALLOWED IN THE "LI - LIGHT INDUSTRIAL DISTRICT," "HI-1 - HEAVY INDUSTRIAL-1 DISTRICT," AND "HI-2 - HEAVY INDUSTRIAL-2 DISTRICT" ZONING CLASSIFICATIONS**

From and after the effective date of this Ordinance, Section 77-54, "Special District Regulations," is amended by amending Paragraph (a), entitled "Highway Commercial Overlay District," is hereby amended as it applies to uses allowed in the "Light Industrial District," "HI-1 - Heavy Industrial-1 District," And "HI-2 - Heavy Industrial-2 District" zoning classifications to read as follows:

**"Sec. 77-54. - Special district regulations.**

*(a) Highway commercial overlay district.*

- (1) *Purpose.* The highway commercial (HC) overlay district is intended to provide for retail, service, and office uses within the Highway 380 and Highway 78 corridors, with the high traffic volumes and high visibility. The regulations and standards of this district are designed to enhance the aesthetic and functional characteristics of this transportation corridor. Overlay zoning district regulations apply in combination with underlying (base) zoning district regulations and all other applicable standards of this chapter. All

applicable regulations of the underlying base zoning district apply to property in an overlay zoning district unless otherwise expressly stated. When overlay district standards conflict with standards that otherwise apply in the underlying, base zoning district, the regulations of the overlay zoning district govern unless the regulations of the base zoning district are more stringent, in which event the more stringent or restrictive standards shall apply.

- (2) *Permitted uses.* All applicable land uses of the underlying base zoning district apply to property in the HC overlay zoning district unless otherwise expressly stated. See section 77-46, Schedule of permitted uses for a complete listing.

The following uses are allowed by right within the HC overlay zoning district unless the base zoning district is HI-2 – Heavy Industrial-2 District, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Big box retail development.

- (3) *Specific use permit required.* The following uses require a specific use permit within the HC overlay zoning district unless the base zoning district is HI-2 – Heavy Industrial-2 District, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Automobile repair, major.
- b. Building materials and hardware sales, outside storage.
- c. Equipment and machinery sales and rental, major.
- d. Print shop, major.
- e. Warehouse/distribution center.

- (4) *Prohibited uses.* The following uses are prohibited within the HC overlay zoning district unless the base

zoning district is HI-2 – Heavy Industrial-2 District, in which base zoning district the following uses are allowed, or not, as reflected in Section 77--46, "Schedule of Permitted Uses":

- a. Car wash, self-service.
- b. Contractor's shop and storage yard.
- c. Game rooms.
- d. Mini-warehouse/self-storage.

(5) *Area, yard and bulk requirements.*

Description		Requirements
Minimum Lot Area		None
Minimum Lot Width		None
Minimum Lot Depth		None
Minimum Front Yard		25 feet
Minimum	<i>Interior</i>	10 feet
Side	<i>Lot</i>	
Yard	<i>Corner</i>	25 feet
	<i>Lot</i>	
Minimum Rear Yard		20 feet
Maximum Lot Coverage		50%
Maximum Height		None, unless single family or two-family zoning districts or developments are within 200 feet of the property line, in which a 40-foot height maximum shall apply.
Maximum Floor Area Ratio		1.5:1

(6) *Highway commercial overlay district regulations.*

- a. *Façade design and exterior materials and products* — 75 percent of any front and side exterior wall must be faced with individual unit masonry consisting of brick, native or precast stone, glass and textured concrete masonry. Precast tilt wall systems may be used for 100 percent of the rear façade if it does not face a public street. Precast panels on all sides of the



building shall be scored or seamed to provide visual interest and a repeating pattern.

- b. Buildings shall be articulated at all entrances facing streets by a minimum of two offsets (façade articulations that extend outward from the building must be set back at some point in a corresponding manner) in the façade of a minimum two feet in depth. Main building entrances shall be covered by an awning, canopy or building overhang.
- c. The planning and zoning commission may consider waivers of the building façade material and design requirements for expansions and reconstruction of buildings that existed within the HC district on the date of adoption of the ordinance from which this chapter is derived in accordance with the requirements below:
  - 1. The expansion or reconstruction does not increase the square footage of the existing building by more than 50 percent; and
  - 2. Strict compliance with these standards would result in significant inconsistency in appearance between existing and proposed sections of the building.
- d. The standards set out in subparagraphs a, b and c of this Paragraph (a)(6) shall not be required for the following uses if the base zoning district in which the use is situated is HI-2 – Heavy Industrial-2 District:
  - 1. Concrete/asphalt batching plant;
  - 2. Concrete/asphalt batching plant, temporary;
  - 3. High impact use; and
  - 4. Sand and gravel storage.
- e. *Prohibited exterior materials and products.* The following materials and products shall not be used for exterior walls or exterior accents on any

building within the HC district: metal panels, wood siding, Masonite, particle board, stucco foam insulation systems, vinyl siding, and aluminum siding. Metal panels may only be used for decorative architectural features, awnings and canopies and may not constitute the exterior building material of any wall. Notwithstanding the foregoing, architectural metal panels (not corrugated metal or galvanized metal) may be used in conjunction with uses situated within the base zoning district of HI-2 – Heavy Industrial-2 District.

- f. *Building orientation.* Bays for car washes, auto repair and other automotive uses shall not be oriented to face public streets.
- g. *Mechanical screening.* Roof mounted mechanical units shall be screened from view at a point five feet five inches above the property line by solid panels, parapet walls, mansard roofs or other architectural feature. Ground mounted mechanical units, compressors, generators and other equipment must be screened by a minimum six-foot tall solid screening wall or solid, irrigated landscape screen of shrubs that will achieve a height of six feet within two years of planting.
- h. *Open storage and outside display.* No outside storage and display, sales, or operations shall be permitted unless such activity is visually screened from all streets and adjacent residential property in accordance with section 77-68. Outside garden centers are allowed only if attached to the main building and screened by masonry walls constructed of the same materials and manner of construction as the main building. The walls may be interspersed with ornamental metal panels.
- i. *Loading area placement and screening.* Loading areas shall be located on the side and/or rear sides of buildings within the HC district. The loading areas shall be screened from view of public streets and from adjacent residential uses by wing walls, landscaping or other screening features.

- j. *Screening of automobile storage areas.* Storage areas for automobiles that have been towed, are being staged before or after repairs, and/or stored for auction shall be screened by a minimum six-foot tall masonry wall or a solid, irrigated landscaped screen of shrubs that will achieve a height of six feet within two years of planting.
- k. *Cross access.* Cross access easements shall be required between properties within the HC district to allow access to existing and proposed median openings and left turn lanes and to provide access to two public streets. Access drives/aisles/access easements should be extended to the development's property boundary in order to provide for connectivity with future development(s). The planning and zoning commission may determine that cross access is not appropriate for security reasons or where topography and existing site conditions make cross access difficult.
- l. *Utility services.* All utility service lines shall be underground.
- m. *Extra requirements for uses in the HC district having a base zoning district of HI-2 – Heavy Industrial-2 District.* In addition to complying with the other requirements set forth in this Section 77-54, any use in the HI-2 – Heavy Industrial-2 base zoning district shall to the extent it is situated within the HC district provide a minimum six-foot tall masonry screening wall such that all HI-2 – Heavy Industrial-2 District activity on and about the property is visually screened from U.S. Highway 380 and State Highway 78.

(7) *Highway commercial overlay district landscape regulations.* Landscaping shall conform to the following:

- a. Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy. All detention ponds shall be landscaped.
- b. Landscaping adjacent to public right-of-ways.

1. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten feet in depth adjacent to the highway right-of-way.
  2. A minimum 10-foot landscape buffer adjacent to the right-of-way of any minor thoroughfare is required. If the lot is a corner lot, all frontages on minor thoroughfares and private drives of two lanes or greater shall be required to observe the ten-foot buffer.
  3. Developers shall be required to plant one large canopy tree per 40 linear feet or portion thereof of street frontage, not including entry drives or visibility triangles. These required trees must be planted within the landscape setback along thoroughfares, unless otherwise approved. Trees may be grouped or clustered to facilitate site design. Ornamental trees may be substituted for canopy trees at the ratio of two to one along the street frontage for up to 50 percent of the required canopy trees.
- c. Screening of parking areas and drive aisles adjacent to public right-of-way
1. Landscaped screening is required for all parking areas and drive aisles within 50 feet of the property line.
- d. Landscaping adjacent to buildings.
1. Foundation plantings with a minimum six-foot depth are required along 50 percent of a building façade facing a major or minor thoroughfare.
  2. Entries should be accented.
- e. General landscaping standards.
1. All trees shall be a minimum of four feet from all pavement and underground utilities.
  2. Canopy trees shall be a minimum of three inches in caliper (measured six inches above the ground) and seven feet in height at time of planting.

3. Accent or ornamental trees shall be a minimum of one-inch in caliper (measured six inches above the ground) and five feet in height at time of planting.
4. Evergreen shrubs shall be a minimum height of 24 inches at time of planting.
- f. The standards set out in subparagraphs c and d of this Paragraph (a)(7) shall not be required for the following uses if the base zoning district in which the use is situated is HI-2 – Heavy Industrial-2 District:
  1. Concrete/asphalt batching plant;
  2. Concrete/asphalt batching plant, temporary;
  3. High impact use; and
  4. Sand and gravel storage.”

**SECTION 8. AMENDING SECTION 77-67, ENTITLED “EXTERIOR CONSTRUCTION STANDARDS FOR STRUCTURES,” BY AMENDING PARAGRAPH (C), ENTITLED “NON-RESIDENTIAL STRUCTURES,” BY AMENDING SUBPARAGRAPH (6) TO CHANGE THE REFERENCES TO INDUSTRIAL DISTRICT TO REFLECT THE CHANGES MADE BY THIS ORDINANCE;**

From and after the effective date of this Ordinance, Section 77-67, entitled “Exterior Construction Standards for Structures,” is amended by amending Paragraph (c), entitled “Non-Residential Structures,” by amending Subparagraph (6) to change the references to “Industrial Districts” referenced therein to reflect the changes made by this Ordinance to read as follows:

- “(6) In the LI – Light Industrial District and the HI-1 – Heavy Industrial-1 District any exterior wall visible from a public thoroughfare or residential zoning district must be of 100 percent masonry, exclusive of doors and windows.
  - a. Up to 100 percent of any exposed exterior wall may consist of metal if the exterior wall is not visible from a public thoroughfare or residential zoning district.”

**SECTION 9. AMENDING SECTION 77-69, ENTITLED “SCREENING, FENCE AND WALL REGULATIONS,” BY AMENDING PARAGRAPH (B), ENTITLED “GENERAL FENCE AND WALL REGULATIONS,” BY AMENDING SUBPARAGRAPH (1)C TO CHANGE THE REFERENCES TO “HI –**

## **HEAVY INDUSTRIAL DISTRICT" TO REFLECT THE CHANGES MADE BY THIS ORDINANCE**

From and after the effective date of this Ordinance, Section 77-69, entitled "Screening, Fence and Wall Regulations," is amended by amending Paragraph (b), entitled "General Fence and Wall Regulations," by amending Subparagraph (1)c to change the references to "HI – Heavy Industrial District" referenced therein to reflect the changes made by this Ordinance to read as follows:

- "c. For all uses within the LI, HI-1 and HI-2 districts, a wall or fence not more than eight feet in height may be erected in the front yard setback."

### **SECTION 10. SEVERABILITY**

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 11. REPEALER**

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

### **SECTION 12. PENALTY**

Any person, firm, partnership, corporation, or other entity violating any provision contained in this Ordinance shall, upon conviction, be fined an amount not more than \$2,000.00; and each day a violation exists shall be deemed a separate offense. A culpable mental state is not required.

### **SECTION 13. 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 14. 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 15. 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 16. EFFECTIVE DATE**

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

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

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

**APPROVED:**

BY: \_\_\_\_\_  
BRYON WEIBOLD  
Mayor

**ATTEST:**

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

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



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



**CITY OF FARMERSVILLE  
PLANNING AND ZONING COMMISSION MINUTES  
REGULAR SESSION MEETING  
January 25, 2021, 6:00 P.M.**

**I. PRELIMINARY MATTERS**

- Chairman Joe Helmberger presided over the meeting which was called to order at 6:05 p.m. Commissioners Lance Hudson, Adam White, Rachel Crist (via teleconference), and John Klostermann were in attendance. Leaca Caspari and Michael Hesse were not in attendance. Also, in attendance were staff liaison, Sandra Green; City Manager, Ben White; Mike Henry, Council liaison; and City Attorney, Alan Lathrom.
- Joe Helmberger led the prayer and the pledges to the United States and Texas flags.

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

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

**III. PUBLIC HEARING**

- A. Public hearing to consider, discuss and act upon certain proposed amendments to the Farmersville Comprehensive Plan dated January, 2013, including proposed amendments to: (a) Chapter 3, titled "Land Use," including the Future Land Use Plan and the Land Use Type Descriptions for land uses identified on the Future Land Use Plan; (b) Chapter 4, titled "Transportation," and particularly Paragraph B, titled "Master Thoroughfare Plan," including the Master Thoroughfare Plan now identified as the "2020 Major Thoroughfare Plan" together with the text of Paragraph B of Chapter 4 making the appropriate name changes throughout; (c) Chapter 4, titled "Transportation," and particularly Paragraph F, titled "Trail System," including the "Trail Master Plan"; and (d) such other amendments as maybe necessary to Chapter 6, titled "Parks and

Open Space,” as it relates particularly to Paragraph A, “Summary of Existing Parks” and the “Chaparral Trail Audie Murphy Trailhead.”

- Ben White stated there were two public workshops that were held and comments from citizens were given. They incorporated some changes into the maps and he is going to make a few more recommended changes. He would like the agenda item to move forward and he believes the maps will help steer development throughout the city.
- Chairman Helmberger opened the public hearing at 6:10 p.m. He asked if anyone wanted to speak for or against the item.
- No one came forward so he closed the public hearing at 6:12 p.m.
- Ben White stated he was recommending a change to a collector street that is around U.S. Highway 380 by the lake. It was meant to be placed farther west than what it was. If the plan stays the same, the road would be going right through the property instead of following the property lines. He said the city has thoroughfare standards and we wanted the legend on the thoroughfare map to match up to those standards. He explained that he is recommending that the principal arterial road be changed for 4 – 6 lanes to just to 6 lanes on the legend.

- Motion to approve with the changes mentioned by Ben White made by Lance Hudson
- 2<sup>nd</sup> to approve made by Adam White
- All members voted in favor

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

- Ben White stated he was looking for recommendations from the Planning & Zoning Commission on how they want to change the ordinance. He suggested they look particularly at the height of the structures and the roof pitch. He would also like to have the structures more architecturally consistent with the main structure on the property.
- Chairman Helmberger opened the public hearing at 6:17 p.m. He asked if anyone wanted to speak for or against the item.
- No one came forward so he closed the public hearing at 6:17 p.m.
- Lance Hudson stated that ten feet is too low and if you are looking for them to match the main house or structure some of the older homes roof pitches are steep.
- Chairman Helmberger asked what Ben White’s recommendation would be.
- Ben White stated he would like to modify the height of the structures and the roof pitch requirements and bring it back to the Commission in the form of an ordinance at the next meeting. He explained if they had any other changes they wanted to make they could do so.

- Chairman Helmberger asked the Commission height should be recommended.
  - Lance Hudson said he would expect people to come in with a 16-foot structure.
  - Ben White suggested they look at the height of the plate and then consider the appropriate roof pitch for that.
  - Lance Hudson stated that might be easier than just giving a maximum height.
  - Mike Henry stated they may want to consider a roof pitch of 6:12 and then base the structure height on the dimensions of the structure.
  - Adam White asked how long it takes someone to be granted a variance if they request it. He asked why they could not shorten the process of the variance and leave it as a case-by-case situation.
  - Sandra Green stated that variances could take up to a month depending on when they applied for it. She indicated variances have to be noticed in the newspaper and property owner notices mailed out for a public hearing 15 days prior to the meeting.
  - Joe Helmberger stated he was okay with making the height ten feet to the top plat and a 6:12 roof pitch.
  - Lance Hudson and Adam White agreed with that.
  - Alan Lathrom stated the detached garages section in the ordinance states that a minimum roof pitch of 4:12 if required, whereas everything else required 6:12.
  - Joe Helmberger stated he was okay with having the structures have a 6:12 pitch or having the accessory structure match the roof pitch of the house.
  - Ben White stated those changes will be incorporated and brought back to the Commission at the next meeting.
- C. Public hearing to consider, discuss and act upon text amendments to the Comprehensive Zoning Ordinance that may change the zoning classification names and will amend the land uses and related land development standards currently identified as the "Light Industrial," "Heavy Industrial," and "High Impact Industrial" zoning classifications set out in Sections 77-53(e)-(g) of the Farmersville Code together with any related amendments necessary to Section 77-46, "Schedule of Permitted Uses," regarding uses to be allowed in such land use classifications, as they may be amended, together with any necessary additions, changes or deletions to Section 77-29, "Definitions," as they may apply to any one or more of the land use classifications set out in Sections 77-53(e)-(g) of the Farmersville Code, as they may be amended.
- Chairman Helmberger stated they were going to table this item until the next meeting in order to give the Commission time to go through it and study it.

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

A. Consider, discuss and act upon minutes from December 15, 2020.

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

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

- Chairman Helmberger stated there is a letter in the agenda packet where DBI Engineering is recommending denial until the items listed in the letter are corrected.
- Ben White stated the major one is the variance for the fire flow protection.

- Motion to deny made by Lance Hudson
- 2<sup>nd</sup> made by John Klostermann
- All members voted in favor

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

- Chairman Helmberger stated DBI Engineering is recommending denial of the plat until the items on their letter are addressed.
- Motion to deny made by Adam White
  - 2<sup>nd</sup> made by Rachel Crist
  - All members voted in favor

## V. ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

ATTEST:

APPROVE:

---

Sandra Green, TRMC, City Secretary

---

Joe Helmberger, Chairman



January 21, 2021

RE: Brunswick Addition – Development Plat  
Dated September 3, 2020

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- Plat should be designated as a Minor Plat.
- Owner's Certificate should state this is an addition to the ETJ of the City of Farmersville.
- A 15' Utility Easement will need to be dedicated along the road frontage.
- A variance will need to be requested from the City required Fire Flow Protection.

Based on the above mentioned comments, it is recommended that the Brunswick Addition Development Plat be denied.

If you should have any questions, please contact Sandra Green at the City of Farmersville at 972-782-6151.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is fluid and cursive.

Jacob Dupuis, P.E.

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



January 21, 2021

RE: Hall 613 Addition – Final Plat  
Dated January 2021

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- Plat should be designated as a Minor Plat.
- The North Farmersville WSC utility service letter only references one meter. A revised letter stating they have the capacity to serve an additional meter will be needed.
- The City of Farmersville ETJ boundary goes through the middle of this property. The Owner will either have to plat in both the City and County or they can incorporate the entire property into the City's ETJ.
- A variance will need to be requested from the City required Fire Flow Protection.

Based on the above mentioned comments, it is recommended that the Hall 613 Addition Final Plat be denied.

If you should have any questions, please contact Sandra Green at the City of Farmersville at 972-782-6151.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is fluid and cursive.

Jacob Dupuis, P.E.

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FIRM REGISTRATION NO: F-002225

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





February 17, 2021

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

RE: Brunswick Addition – Minor Plat  
Dated February 3, 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed

- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Minor Plat be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is written in a cursive style with a large, looped "J" and "D".

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

**City of Farmersville, Texas**  
**FACILITIES AGREEMENT**  
*(Rough Proportionality of Required Improvements)*

***Brunswick Addition, Lots 1 & 2, Block A***

THIS AGREEMENT, entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **DALE A. BRUNSWICK and WANDA K. BRUNSWICK**, whose mailing address is 2655 Private Road 5101, Farmersville, Texas 75442 (collectively "LANDOWNERS") witnesseth that:

WHEREAS, the Subdivision Ordinance of the City of Farmersville, Texas contained in Chapter 65 of the Farmersville Code (the "Subdivision Ordinance") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 65-1(b) of the Subdivision Ordinance extends the application of the Subdivision Ordinance to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 65-82 of the Subdivision Ordinance requires the execution of a Facilities Agreement prior to the approval of a plat to facilitate the deferral of required public improvements; and

WHEREAS, the development of the subdivision to be known as ***Brunswick Addition, Lots 1 & 2, Block A***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNERS in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

WHEREAS, the Subdivision Ordinance also prohibits recording the Record Plat of a subdivision within the incorporated area and ETJ of the CITY until the LANDOWNERS have completed all of the public facilities required to serve

the property being developed that must be dedicated to the City ("Public Improvements") or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, LANDOWNERS have appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the "Appealed Improvements") must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Brunswick Addition, Lots 1 & 2, Block A**, (the "Minor Plat") before said Minor Plat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the "Property," defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one single-family home on each resulting lot of the Property that is being platted as **Brunswick Addition, Lots 1 & 2, Block A**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

WHEREAS, CITY and LANDOWNERS desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that will allow for the conditional deferral of the design and construction of the Appealed Improvements, specify the uses that can be made of the Property, and require that the Appealed Improvements be designed and constructed prior to any change or modification in the use presently proposed for the Property all as provided hereinafter below.

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNERS, as set forth herein, and to gain approval of the CITY to approve said Minor Plat and ultimately record the Record Plat with Collin County, the LANDOWNERS and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, and more fully described and depicted in the Minor Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on each resulting lot of the Property, with Lot 1 containing approximately 5.002 acres of land, more

or less, and with Lot 2 containing approximately 7.315 acres of land, more or less. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNERS the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

1. Amenity Center (private);
2. Bed and breakfast inn;
3. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
4. College or university;
5. Community center (public);
6. Day care center;
7. School, public, private or parochial;
8. Park or playground (public);
9. Playfield or stadium (public);
10. Rehabilitation care facility
11. Swimming pool (other than private to a single-family residence);
12. Swim and tennis club; and
13. Utility substation or regulating station.

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNERS hereby agree to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

The Property is situated entirely outside of the City's corporate limits and within the ETJ. LANDOWNERS currently utilize a private road situated within a private road easement that was dedicated in 1980 for ingress and egress, and desire to continue the use of said private road. Consequently, the LANDOWNERS will not be required to dedicate to the City any right-of-way along and about the Property to provide ingress and egress.

2. UTILITIES

LANDOWNERS shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY

standards, at such time as the Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNERS shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include those easements necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Line(s)") to and across the Property in accordance with the CITY's Master Plan(s) together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Line(s) in accordance with CITY standards, at such time as the Property is platted. LANDOWNERS' easement dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running generally north-south across the Property adjacent to the western-most boundary of the forty-foot (40') wide Road Easement, dedicated to the public use forever.

The location of the foregoing described easement dedication is more particularly depicted in the proposed Minor Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

**D. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS**

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNERS shall design and construct certain Public Improvements because the LANDOWNERS' portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impact of one lot designed for one single-family dwelling unit on each such lot and hereby determines that LANDOWNERS are hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
  - a. The requirement to construct sufficient system improvements to Caddo Basin Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, Caddo Basin Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and

- b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.
4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNERS shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LANDOWNERS indemnify and hold the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNERS:**

- a. The LANDOWNERS will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
  - b. The LANDOWNERS will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
  - c. The LANDOWNERS will not be required to collect drainage in an underground storm water system.
  - d. The LANDOWNERS will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNERS as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNERS decide to develop the Property, LANDOWNERS shall develop the Property in accordance with the standards as set forth in the City of Farmersville zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree

preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

LANDOWNERS expressly acknowledge that by entering into this Agreement, LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

H. VARIANCES

It is expressly acknowledged that only those variances to the Subdivision Ordinance or other applicable CITY ordinances specifically stipulated in this Agreement are granted by CITY for this subdivision and/or development.

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

**LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNERS, and only to the extent or percentage attributable to LANDOWNERS, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNERS shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by LANDOWNERS and set out in Paragraphs D and E, above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.**

J. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNERS fail to comply with any of the provisions of this Agreement, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraphs D.3, D.4, or E.2 of this Agreement.



K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

LANDOWNERS have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise LANDOWNERS, regarding LANDOWNERS' rights under Texas and federal law. LANDOWNERS hereby waive any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNERS specifically reserve their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. **However, notwithstanding the foregoing, LANDOWNERS hereby release the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.**

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNERS' responsibility for roadway and utility improvements for the Property. LANDOWNERS hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNERS further release CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNERS' Property. LANDOWNERS further acknowledge that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNERS acknowledge the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNERS shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNERS' successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

Pursuant to Section 212.172 of the Texas Local Government Code this Agreement may be valid for a term of up to forty-five (45) years unless earlier terminated by breach or pursuant to the specific provisions of Paragraphs D or E of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNERS agree that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNERS. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNERS.
3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

*[Signature Page to Follow]*

**CITY OF FARMERSVILLE**

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

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

ATTEST:

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

**LANDOWNERS**

By: \_\_\_\_\_  
DALE A. BRUNSWICK

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

By: \_\_\_\_\_  
WANDA K. BRUNSWICK

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

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared BRYON WIEBOLD, Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by DALE A. BRUNSWICK in his capacity as the Landowner of the Property situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by WANDA K. BRUNSWICK in her capacity as the Landowner of the Property situated along the west side of Private Road 5101 containing approximately 12.317 acres of land, more or less, in the J. Ellison Survey, Abstract No. 293, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

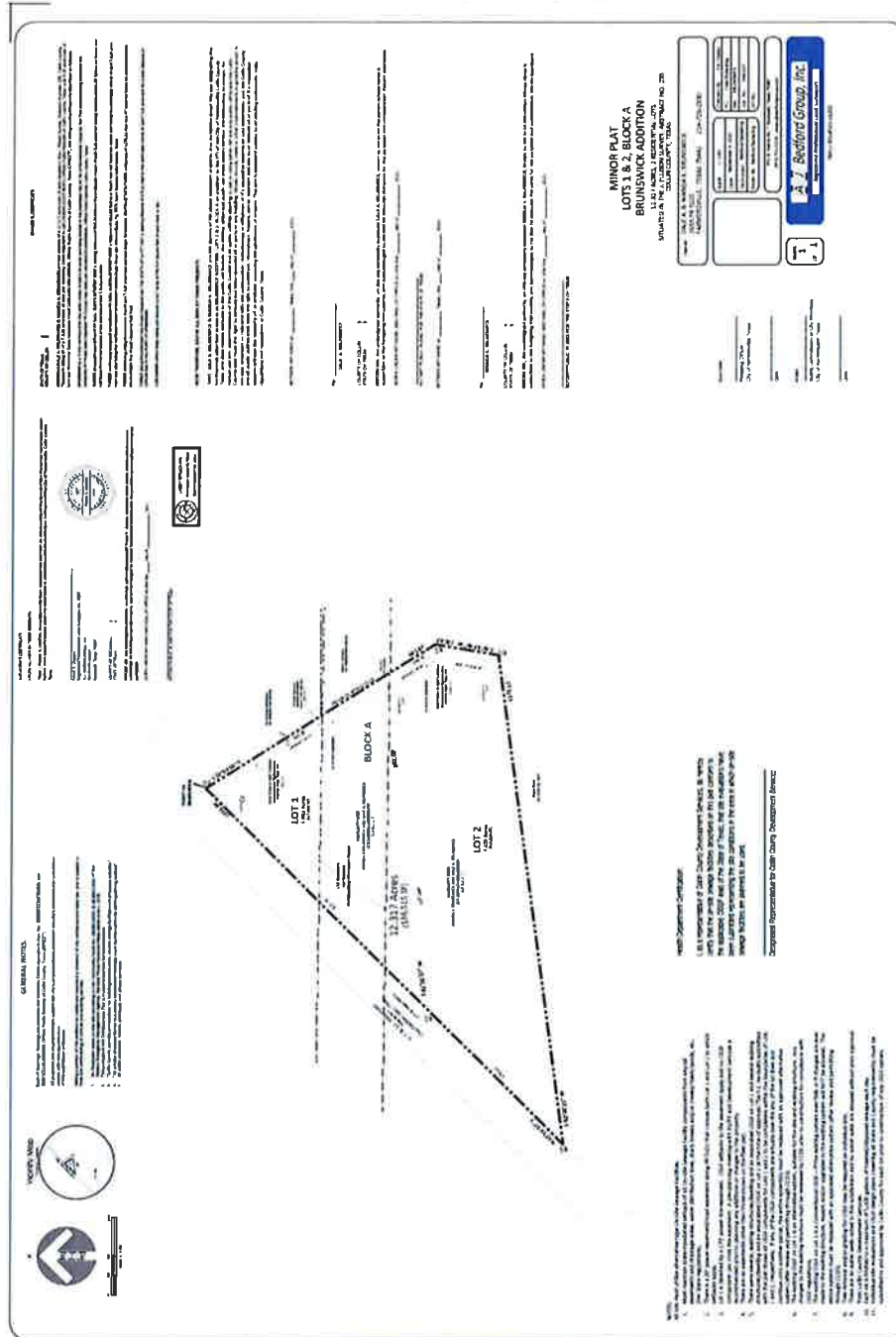
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_

PREPARED IN THE OFFICES OF:

*BROWN & HOFMEISTER, L.L.P.*  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

# EXHIBIT A

## MINOR PLAT OF PROPERTY





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





February 17, 2021

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

RE: Hall 613 Addition – Minor Plat  
Dated February 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- The North Farmersville WSC utility service letter only references one meter. A revised letter stating they have the capacity to serve an additional meter will be needed.
- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Minor Plat be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis".

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

**City of Farmersville, Texas**  
**FACILITIES AGREEMENT**  
*(Rough Proportionality of Required Improvements)*

***Hall 613 Addition, Lots 1 & 2, Block 1***

THIS AGREEMENT, entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **DARRELL G. HALL and SANDRA E. HALL**, whose mailing address is 10852 Old Military Trail, Forney, Texas 75126 (collectively "LANDOWNERS") witnesseth that:

WHEREAS, the Subdivision Ordinance of the City of Farmersville, Texas contained in Chapter 65 of the Farmersville Code (the "Subdivision Ordinance") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 65-1(b) of the Subdivision Ordinance extends the application of the Subdivision Ordinance to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 65-82 of the Subdivision Ordinance requires the execution of a Facilities Agreement prior to the approval of a plat to facilitate the deferral of required public improvements; and

WHEREAS, the development of the subdivision to be known as ***Hall 613 Addition, Lots 1 & 2, Block 1***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNERS in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

WHEREAS, the Subdivision Ordinance also prohibits recording the Record Plat of a subdivision within the incorporated area and ETJ of the CITY until the LANDOWNERS have completed all of the public facilities required to serve

the property being developed that must be dedicated to the City ("Public Improvements") or has entered into a Facilities Agreement and guaranteed to the satisfaction of the CITY such improvements will be installed; and

WHEREAS, LANDOWNERS have appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the "Appealed Improvements") must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Hall 613 Addition, Lots 1 & 2, Block 1**, (the "Minor Plat") before said Minor Plat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the "Property," defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one single-family home on each resulting lot of the Property that is being platted as **Hall 613 Addition, Lots 1 & 2, Block 1**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City's zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

WHEREAS, CITY and LANDOWNERS desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that will allow for the conditional deferral of the design and construction of the Appealed Improvements, specify the uses that can be made of the Property, and require that the Appealed Improvements be designed and constructed prior to any change or modification in the use presently proposed for the Property all as provided hereinafter below.

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNERS, as set forth herein, and to gain approval of the CITY to approve said Minor Plat and ultimately record the Record Plat with Collin County, the LANDOWNERS and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the east side of County Road 613 containing approximately 22.517 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, and more fully described and depicted in the Minor Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the "Property").

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on each resulting lot of the Property, with Lot 1 containing approximately 14.021 acres of land, more or less, and with Lot 2 containing approximately 8.00 acres of land more or less. Subject to the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNERS the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

1. Amenity Center (private);
2. Bed and breakfast inn;
3. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
4. College or university;
5. Community center (public);
6. Day care center;
7. School, public, private or parochial;
8. Park or playground (public);
9. Playfield or stadium (public);
10. Rehabilitation care facility
11. Swimming pool (other than private to a single-family residence);
12. Swim and tennis club; and
13. Utility substation or regulating station.

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNERS hereby agree to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

LANDOWNERS shall dedicate, at no cost to the public use forever, that amount of right-of-way along perimeter roadways adjacent to the Property as reflected on the Minor Plat attached hereto as Exhibit A which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNERS shall dedicate the right-of-way along perimeter roadways

adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. The current dedication to the public at large, at no cost to CITY, of an approximately thirty foot (30') wide right-of-way emanating from the centerline of County Road 613, along the entire length of the western border of the Property immediately adjacent to County Road 613 that includes and conveys the interest in the existing prescriptive right-of-way to the public use forever.

The location of the foregoing described right-of-way dedication is more particularly depicted in the proposed Minor Plat attached hereto as Exhibit A and is incorporated herein by reference for all purposes allowed by law.

## 2. UTILITIES

LANDOWNERS shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY standards, at such time as the Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNERS shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include those easements necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Line(s)") to and across the Property in accordance with the CITY's Master Plan(s) together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Line(s) in accordance with CITY standards, at such time as the Property is platted. LANDOWNERS' easement dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running generally north-south across the Property adjacent to the eastern-most boundary of the thirty foot (30') wide right-of-way dedicated to the public use forever in accordance with Paragraph C.1., above.

The location of the foregoing described easement dedication is more particularly depicted in the proposed Minor Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

D. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS

1. LANDOWNERS have appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNERS shall design and construct certain Public Improvements because the LANDOWNERS' portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B, above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.
2. CITY agrees that the required exactions exceed the impact of one lot designed for one single-family dwelling unit on each such lot and hereby determines that LANDOWNERS are hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
  - a. The requirement to construct sufficient system improvements to North Farmersville Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, North Farmersville Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and
  - b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNERS from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS

reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNERS shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LANDOWNERS indemnify and hold the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNERS:**
  - a. The LANDOWNERS will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
  - b. The LANDOWNERS will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
  - c. The LANDOWNERS will not be required to collect drainage in an underground storm water system.
  - d. The LANDOWNERS will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B

above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNERS as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNERS shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNERS by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNERS reserve the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNERS to avoid the termination of the conditional relief or deferral afforded to the LANDOWNERS by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNERS decide to develop the Property, LANDOWNERS shall develop the Property in accordance with the standards as set forth in the City of Farmersville zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

LANDOWNERS expressly acknowledge that by entering into this Agreement, LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

H. VARIANCES

It is expressly acknowledged that only those variances to the Subdivision Ordinance or other applicable CITY ordinances specifically stipulated in this Agreement are granted by CITY for this subdivision and/or development.

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

**LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands,**



including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNERS, and only to the extent or percentage attributable to LANDOWNERS, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNERS shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNERS, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by LANDOWNERS and set out in Paragraphs D and E, above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.

J. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNERS fail to comply with any of the provisions of this Agreement, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraphs D.3, D.4, or E.2 of this Agreement.

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

LANDOWNERS have been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise LANDOWNERS, regarding LANDOWNERS' rights under Texas and federal law. LANDOWNERS hereby waive any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNERS specifically reserve their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. **However, notwithstanding the foregoing, LANDOWNERS hereby release the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.**

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNERS' responsibility for roadway and utility improvements for the

Property. LANDOWNERS hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNERS further release CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNERS' infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNERS' Property. LANDOWNERS further acknowledge that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNERS acknowledge the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNERS shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNERS' successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

Pursuant to Section 212.172 of the Texas Local Government Code this Agreement may be valid for a term of up to forty-five (45) years unless earlier terminated by breach or pursuant to the specific provisions of Paragraphs D or E of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNERS agree that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNERS agree that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNERS. Likewise, coordination with agencies requiring special conditions (i.e.,

railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNERS.

3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

***CITY OF FARMERSVILLE***

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

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

ATTEST:

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

***LANDOWNERS***

By: \_\_\_\_\_  
DARRELL G. HALL

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

By: \_\_\_\_\_  
SANDRA E. HALL

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

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared BRYON WIEBOLD, Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by DARRELL G. HALL in his capacity as the Landowner of the Property situated along the east side of County Road 613 containing approximately 22.517 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by SANDRA E. HALL in her capacity as the Landowner of the Property situated along the east side of County Road 6137 containing approximately 22.516 acres of land, more or less, in the Edward O'Hara Survey, Abstract No. 685, Collin County, Texas, known to me to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

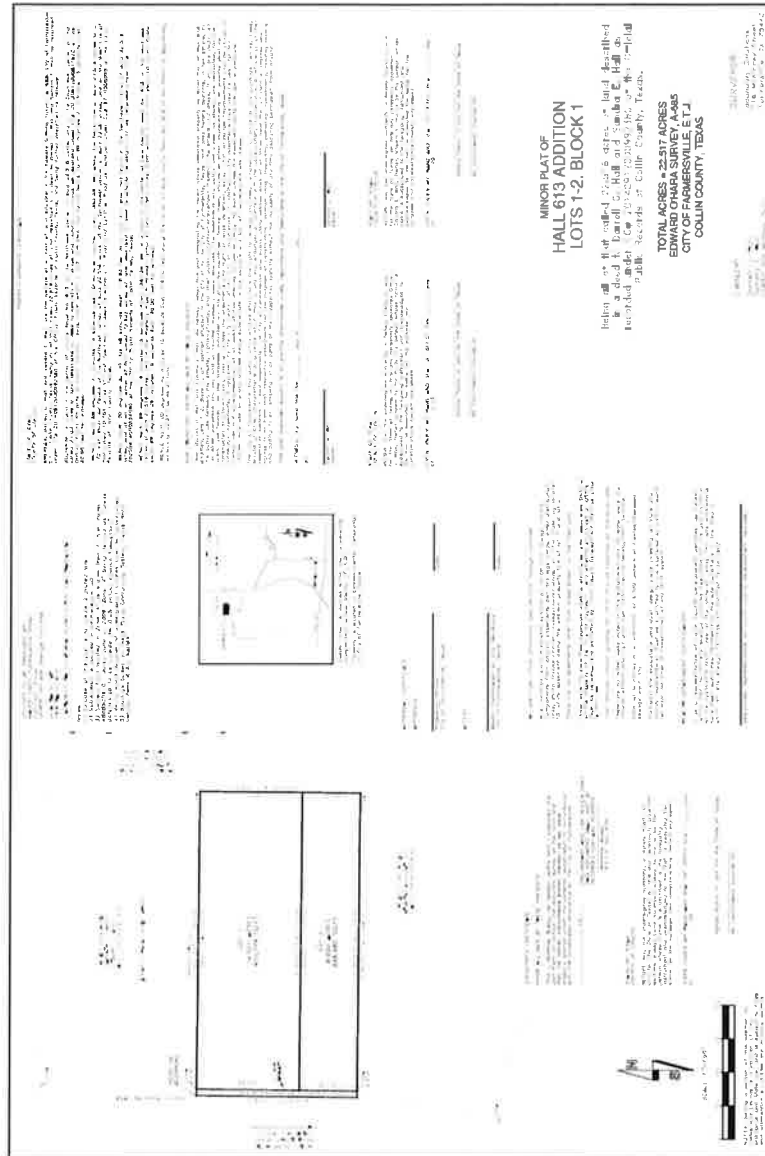
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_

PREPARED IN THE OFFICES OF:

*BROWN & HOFMEISTER, L.L.P.*  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

### MINOR PLAT OF PROPERTY





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





February 18, 2021

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

RE: Mosley 2194 Addition – Final Plat  
Dated January 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

- Plat should be designated as a Minor Plat.
- The property owner will be required to sign an ETJ Facilities Agreement with the City.

It is recommended that the Mosley 2194 Addition be conditionally approved pending the completion of the above mentioned items. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Dupuis". The signature is written in a cursive, flowing style.

Jacob Dupuis, P.E.

AFTER RECORDING, RETURN TO:

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

**City of Farmersville, Texas**  
**FACILITIES AGREEMENT**  
*(Rough Proportionality of Required Improvements)*

***Mosley 2194 Addition, Lot 1, Block 1***

THIS AGREEMENT, entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **CITY OF FARMERSVILLE**, a Texas municipal corporation and Type A general law city ("CITY"), and **SEAN ERIC MOSLEY**, whose mailing address is 7718 Spinnaker, Rowlett, Texas 75089 ("LANDOWNER") witnesseth that:

WHEREAS, the Subdivision Ordinance of the City of Farmersville, Texas contained in Chapter 65 of the Farmersville Code (the "Subdivision Ordinance") establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of adequate public facilities to serve the subject property and providing penalties for violations, among other things; and

WHEREAS, Section 65-1(b) of the Subdivision Ordinance extends the application of the Subdivision Ordinance to all of the area outside of the corporate limits of the CITY, but within the extra-territorial jurisdiction of the CITY ("ETJ"); and

WHEREAS, Section 65-82 of the Subdivision Ordinance requires the execution of a Facilities Agreement prior to the approval of a plat to facilitate the deferral of required public improvements; and

WHEREAS, the development of the subdivision to be known as ***Mosley 2194 Addition, Lot 1, Block 1***, which subdivision is situated in the ETJ of the City of Farmersville, involves certain pro rata payments, city participation in cost, escrow deposits or other future considerations, and/or other nonstandard development regulations, that trigger the requirement for a Facilities Agreement by and between the CITY and the LANDOWNER in accordance with Section 65-82 of the Subdivision Ordinance, as amended; and

WHEREAS, the Subdivision Ordinance also prohibits recording the Record Plat of a subdivision within the incorporated area and ETJ of the CITY until the LANDOWNER has completed all of the public facilities required to serve the property being developed that must be dedicated to the City ("Public

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

WHEREAS, LANDOWNER has appealed, or requested a waiver or variance, from the requirements that the Public Improvements identified in Paragraph D, below, (the “Appealed Improvements”) must be included in the Minor Plat of the subdivision in the ETJ, to be known as **Mosley 2194 Addition, Lot 1, Block 1**, (the “Minor Plat”) before said Replat may be approved because the required design and construction of those Appealed Improvements is not roughly proportionate to the impact generated by the development proposed to be constructed on the “Property,” defined below, as required by Texas Local Government Code § 212.904; and

WHEREAS, CITY concurs that the construction of one-single family home on the Property that is being platted as **Mosley 2194 Addition, Lot 1, Block 1**, does not generate impacts roughly proportionate to require the design and construction of the Appealed Improvements but cannot unilaterally enforce the City’s zoning ordinance in the ETJ to restrict the use of the Property for one single-family home; and

WHEREAS, CITY and LANDOWNER desire to enter into a Facilities Agreement through a Development Agreement authorized by Section 212.172 of the Texas Local Government Code that will allow for the conditional deferral of the design and construction of the Appealed Improvements, specify the uses that can be made of the Property, and require that the Appealed Improvements be designed and constructed prior to any change or modification in the use presently proposed for the Property all as provided hereinafter below.

NOW THEREFORE, in consideration of the intent and desire of the LANDOWNER, as set forth herein, and to gain approval of the CITY to approve said Minor Plat and ultimately record the Record Plat with Collin County, the LANDOWNER and CITY agree as follows:

A. PROPERTY

This Agreement is for Property located in the ETJ of the City of Farmersville, that is situated along the south side of F.M. Highway 2194 in an area located east of Merit Street and west of Stephen Court containing approximately 25.601 acres of land, more or less, in the William Hemphill Survey, Abstract No. 448, Collin County, Texas, and more fully described and depicted in the Final Plat of the Property attached hereto as Exhibit A and fully incorporated herein by reference for all purposes allowed by law (the “Property”).

B. USES ALLOWED ON PROPERTY

The use of the Property shall be limited to one single-family home on the Property, with Lot 1 containing approximately 25.601 acres of land, more or less. Subject to

the foregoing restrictions and the specific limitations set forth herein, the use of the Property shall otherwise conform to the requirements of the ED - Estate Development District as set out in Section 77-52(b) of the Farmersville Code, as codified through Ordinance No. 2018-1023-002, enacted on October 23, 2018. However, due to the fact that the Public Improvements required to serve the full development potential of the Property are not being designed and constructed by LANDOWNER the following permitted or accessory uses or uses requiring a special use permit under the ED - Estate Development District as identified in the Schedule of Uses are prohibited:

1. Amenity Center (private);
2. Bed and breakfast inn;
3. Church, rectory, or other places of worship including church-operated day-care facilities and pre-schools;
4. College or university;
5. Community center (public);
6. Day care center;
7. School, public, private or parochial;
8. Park or playground (public);
9. Playfield or stadium (public);
10. Rehabilitation care facility
11. Swimming pool (other than private to a single-family residence);
12. Swim and tennis club; and
13. Utility substation or regulating station.

C. DEDICATIONS FOR PUBLIC IMPROVEMENTS

LANDOWNER hereby agrees to dedicate the following easements and rights-of-way at no cost to CITY, in accordance with the CITY's Subdivision Ordinance and as approved by CITY Engineer.

1. THOROUGHFARES

LANDOWNER shall dedicate, at no cost to the public use forever, that amount of right-of-way along perimeter roadways adjacent to the Property as reflected on the Final Plat attached hereto as Exhibit A which dedication will yield one-half (½) of the ultimate right-of-way width that is not already dedicated by plat or legal instrument as road right-of-way at such time as the Property is platted. If platting of the Property is delayed and the perimeter roadway right-of-way described above has not previously been dedicated, LANDOWNER shall dedicate the right-of-way along perimeter roadways adjacent to the Property as required herein above upon receipt of the written request of the CITY's Engineer. Such right-of-way dedication shall include:

- a. The current dedication to the public at large, at no cost to CITY, of an approximately five feet (5') wide right-of-way emanating from the centerline

of F.M. Highway 2194, along the entire length of the northern border of the Property immediately adjacent to F.M. Highway 2194 that includes and conveys the interest in the existing prescriptive right-of-way to the public use forever.

The location of the foregoing described right-of-way dedication is more particularly depicted in the proposed Final Plat attached hereto as Exhibit A and is incorporated herein by reference for all purposes allowed by law.

## 2. UTILITIES

LANDOWNER shall dedicate all easements, at no cost to CITY, specifically including, but not limited to, easements for water, sanitary sewer and storm water drainage to provide service to the Property in accordance with CITY standards, at such time as the Property is platted. If platting of the Property is delayed and the easements described herein have not previously been dedicated, LANDOWNER shall dedicate the easements as required herein upon receipt of the written request of the CITY's Engineer. Such easement dedication shall include those easements necessary to extend the CITY's water, sanitary sewer and storm water drainage lines (collectively "Future CITY-Owned Transmission Line(s)") to and across the Property in accordance with the CITY's Master Plan(s) together with easements for the connection points that will allow the Subdivision to be connected to the Future CITY-Owned Transmission Line(s) in accordance with CITY standards, at such time as the Property is platted. LANDOWNER's easement dedication shall include:

- a. The current dedication to CITY, at no cost to CITY, of an approximately fifteen-foot (15') wide Utility Easement running east-west across the Property adjacent to the northern-most boundary of the five foot (5') wide right-of-way dedicated to the public at large in accordance with Paragraph C.1.a., above.

The location of the foregoing described easement dedication is more particularly depicted in the proposed Final Plat attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes allowed by law.

## D. CONDITIONAL DEFERRAL OF CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS UNTIL FURTHER DEVELOPMENT OCCURS

1. LANDOWNER has appealed, or requested a waiver or variance, from the requirements of Section 65-41 of the Subdivision Ordinance that the LANDOWNER shall design and construct certain Public Improvements because the LANDOWNER's portion of the costs required for such Public Improvements exceed the amount that is roughly proportionate to the proposed development to be constructed on the Property as set forth in Paragraph B,

above, and that such exactions exceed the limits allowed by Texas Local Government Code § 212.904.

2. CITY agrees that the required exactions exceed the impacts of one lot designed for one single-family dwelling unit on such lot and hereby determines that LANDOWNER is hereby conditionally relieved of the obligation to design and construct the following Public Improvements, at no cost to CITY, as required by Section 65-41 of the Subdivision Ordinance:
  - a. The requirement to construct sufficient system improvements to Caddo Basin Special Utility District's water lines to make such system capable of supplying adequate domestic and fire flow to the Property, in light of the fact that the Property is situated within the certificated area of, and is currently served by, Caddo Basin Special Utility District's rural water lines and which service appears to be otherwise adequate to provide domestic water supply only; and
  - b. The requirement to "connect to the City's wastewater system unless served by other means approved by the city council," see Farmersville Code § 65-48(b), in light of the fact that the Property and each lot therein is adequately sized to be served by on-site septic facilities; and
3. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, ("Change in Conditions") the conditional relief or deferral afforded to the LANDOWNER from the requirements of Section 65-41 of the Subdivision Ordinance as enunciated in Paragraph No. 2 of this Paragraph D shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of this Paragraph D provided that there is no other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.
4. At such time as the Property or any part or portion of the Property is connected to the City's potable water system and/or sanitary sewer system, LANDOWNER shall pay all then applicable tap fees, connection fees, meter fees, impact fees, pro rata fees and/or service fees as may be required by CITY

regardless of the name by which such fees and charges may be called subject to the requirements of state law.

E. CONDITIONAL VARIANCES ALLOWED UNTIL FURTHER DEVELOPMENT OCCURS

1. For so long a period of time as the conditional deferral of designing and constructing the Public Improvements identified in Paragraph D is in effect and allowed, the following conditional variances to the then currently adopted editions of the *International Building Code*, *International Residential Code* and/or *International Fire Code*, and the Subdivision Ordinance are permitted **provided that the LANDOWNER indemnifies and holds the CITY harmless from and against any and all claims arising out of or in any way related to the following conditional variances requested by LANDOWNER:**
  - a. The LANDOWNER will not be required to escrow the funds necessary to design and construct the Public Improvements identified in Paragraph D that are being conditionally deferred.
  - b. The LANDOWNER will be permitted to use a properly permitted on-site septic system for each lot on the Property that conforms to all requirements of the Texas Commission on Environmental Quality and the CITY.
  - c. The LANDOWNER will not be required to collect drainage in an underground storm water system.
  - d. The LANDOWNER will not be required to install a water system that is capable of furnishing the fire flow and pressures required by the City of Farmersville Fire Department (1,000 gallons per minute and 20 pounds per square inch residual pressure) intended to provide sufficient fire protection for the safe, efficient and orderly development of the City to all or any part of the Property.
2. Notwithstanding the foregoing, at such time as the Property is further subdivided or replatted or the use of the Property is altered, changed, increased, expanded or enlarged from the uses identified in Paragraph B above, or the zoning on that portion of the Property which is situated within the City's corporate limits is changed to a more intense use, the conditional variances afforded to the LANDOWNER as enunciated in Paragraph No. 1 of this Paragraph E shall terminate and the LANDOWNER shall be required to promptly, and no later than sixty (60) days after such Change in Conditions occurs to, conform to all CITY development ordinances then applicable to the Property. However, the Property could be replatted to incorporate additional adjacent raw undeveloped land into the Property without terminating the conditional relief or deferral afforded to the LANDOWNER by and through Paragraph No. 2 of Paragraph D of this Agreement provided that there is no

other Change in Condition associated with the Property or the additional adjacent raw undeveloped land incorporated into the Property by such replat. In addition, LANDOWNER reserves the right to seek a modification of, or an amendment to, this Agreement in advance of any Change in Conditions proposed by LANDOWNER to avoid the termination of the conditional relief or deferral afforded to the LANDOWNER by and through this Agreement.

F. CITY DEVELOPMENT ORDINANCES

If LANDOWNER decides to develop the Property, LANDOWNER shall develop the Property in accordance with the standards as set forth in the City of Farmersville zoning, subdivision and land development ordinances that are applicable in the ETJ or pursuant to this Agreement, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, tree preservation, impact fees, Street Design Standards, Public Improvements Policy and construction standards except as herein specifically agreed to the contrary.

G. NO WAIVER

LANDOWNER expressly acknowledges that by entering into this Agreement, LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Subdivision Ordinance or any other ordinance of the CITY except as herein specifically agreed.

H. VARIANCES

It is expressly acknowledged that only those variances to the Subdivision Ordinance or other applicable CITY ordinances specifically stipulated in this Agreement are granted by CITY for this subdivision and/or development.

I. INDEMNITY AND HOLD HARMLESS AGREEMENT

**LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully indemnify, protect and hold CITY harmless from all third-party claims, suits, judgments, and demands, including its reasonable attorney's fees, arising out of the sole or concurrent negligence of LANDOWNER, and only to the extent or percentage attributable to LANDOWNER, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. LANDOWNER shall not be responsible for or be required to indemnify CITY from CITY'S own negligence. LANDOWNER, their successors, assigns, vendors, grantees, and/or trustees do hereby further agree to fully indemnify, protect and hold CITY harmless from and against any and all claims arising out of or in any way related to the CITY's approval and granting and/or termination of the conditional deferrals and conditional variances requested by**



**LANDOWNER and set out in Paragraphs D and E, above. The indemnity contained in this Paragraph shall expire five (5) years from the date of termination of this Agreement.**

J. WITHHOLDING APPROVALS AND PERMITS

In the event LANDOWNER fails to comply with any of the provisions of this Agreement, CITY shall be authorized to withhold any plat approvals and/or requests for permits associated with any development on the Property that conflicts with the provisions of Paragraph B of this Agreement or which requires compliance to Paragraphs D.3, D.4, or E.2 of this Agreement.

K. ROUGH PROPORTIONALITY AND WAIVER OF CLAIMS.

LANDOWNER has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise LANDOWNER, regarding LANDOWNER's rights under Texas and federal law. LANDOWNER hereby waives any requirement that the CITY retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the CITY as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) LANDOWNER specifically reserves their right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. **However, notwithstanding the foregoing, LANDOWNER hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of any municipal infrastructure improvements required for the development of the Property.**

It is the intent of this Agreement that the provision for roadway and utility improvements made herein constitutes a proportional allocation of LANDOWNER's responsibility for roadway and utility improvements for the Property. LANDOWNER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. LANDOWNER further releases CITY from any and all claims based on excessive or illegal exactions; it being agreed that LANDOWNER's infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements as well as the conditional deferrals and conditional variances granted herein) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by LANDOWNER's Property. LANDOWNER further acknowledges that the benefits of platting have been accepted with full knowledge of potential claims and causes of action which may be raised now, and in the future, and LANDOWNER

acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **LANDOWNER shall indemnify and hold harmless CITY from any claims and suits of third parties, including but not limited to LANDOWNER's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

L. CONTINUITY

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

M. ASSIGNABILITY

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

N. TERM

Pursuant to Section 212.172 of the Texas Local Government Code this Agreement may be valid for a term of up to forty-five (45) years unless earlier terminated by breach or pursuant to the specific provisions of Paragraphs D or E of this Agreement.

O. GENERAL PROVISIONS

1. LANDOWNER agrees that construction shall not begin on any proposed building improvements prior to City Council approval of this Agreement.
2. LANDOWNER agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements shall be the responsibility of LANDOWNER. Likewise, coordination with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of LANDOWNER.
3. CITY agrees to record said Plat at such time as the Plat complies with the requirements set forth by the Subdivision Ordinance of CITY, and has been approved in the manner described therein.

**CITY OF FARMERSVILLE**

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

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

ATTEST:

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

**LANDOWNER**

**SEAN ERIC MOSLEY**

By: \_\_\_\_\_  
SEAN ERIC MOSLEY

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

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared BRYON WIEBOLD, Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by SEAN ERIC MOSLEY in his capacity as the Landowner of the Property situated along the south side of F.M. Highway 2194 containing approximately 25.601 acres of land, more or less, in the William Hemphill Survey, Abstract No. 448, Collin County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes set forth therein.

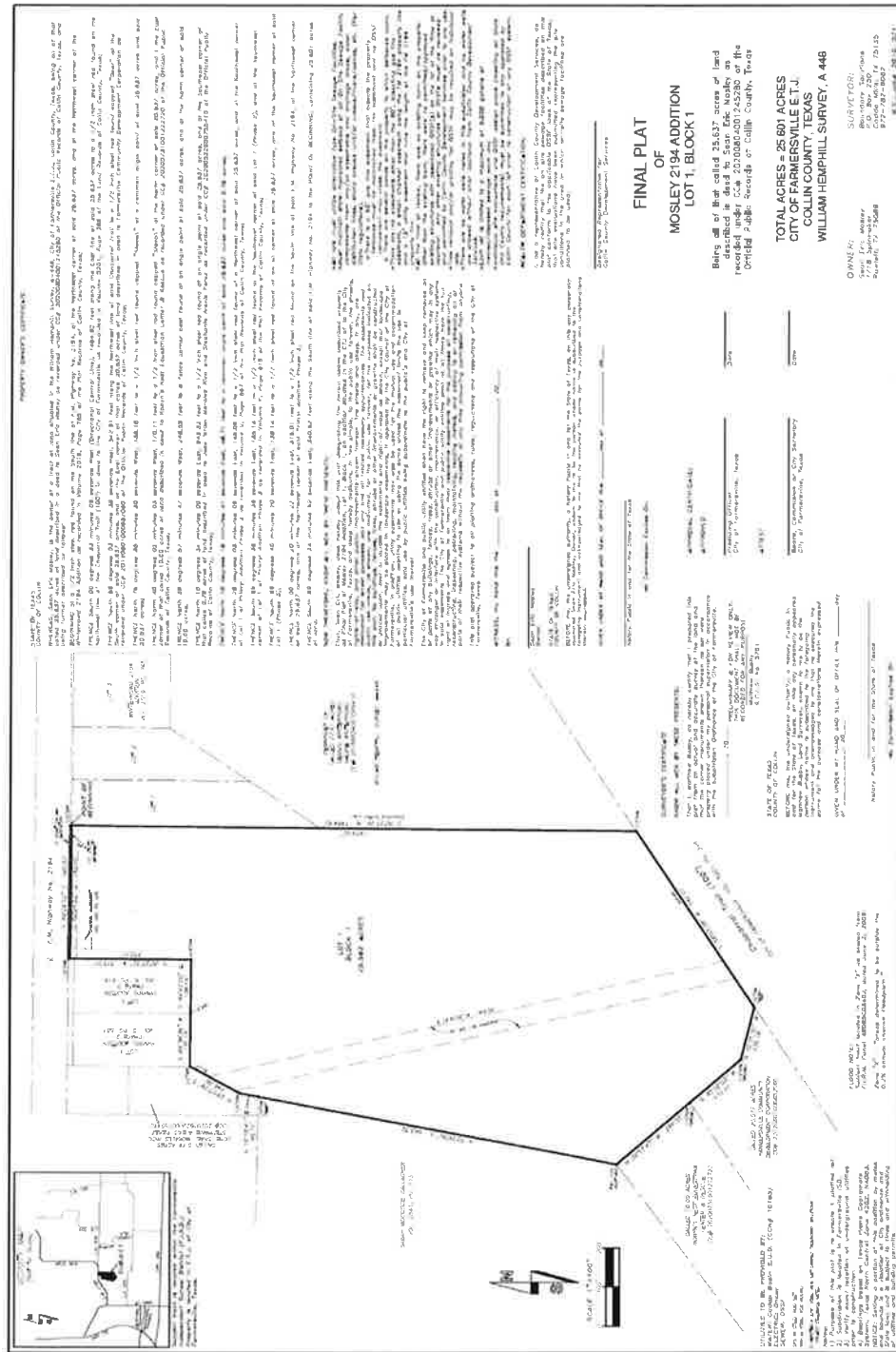
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_

PREPARED IN THE OFFICES OF:

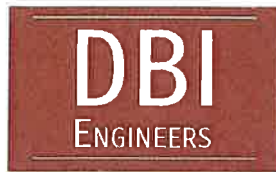
**BROWN & HOFMEISTER, L.L.P.**  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax

## FINAL PLAT OF PROPERTY





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



February 18, 2021

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

RE: Rikepur Addition – Concept Plan, Preliminary Plat, & Engineering Plans  
Dated January 27, 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

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



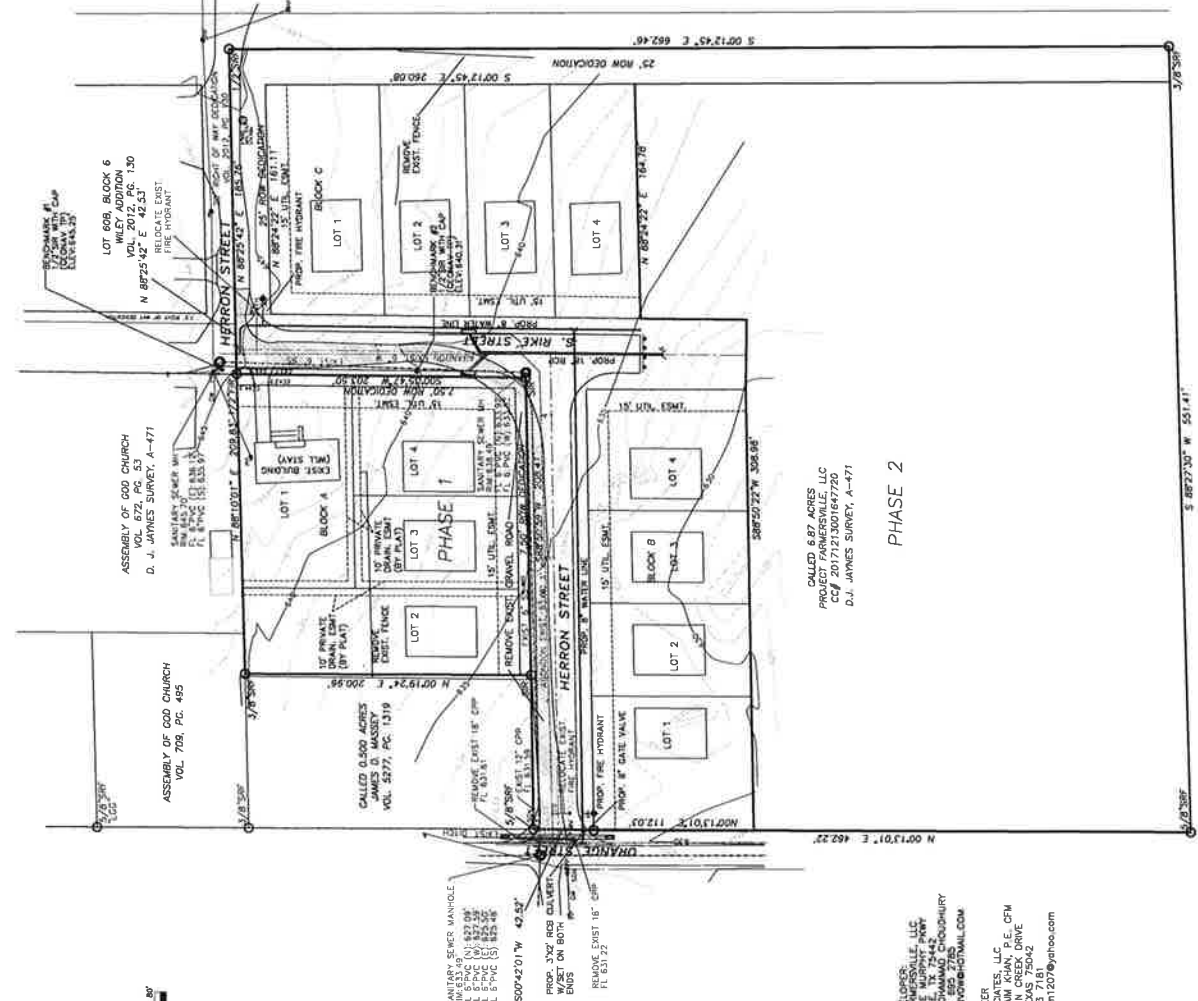
- Pre drain basin 'A' appears to incorporate post drain basins 'A', 'E', and 'F'. Please use same nomenclature throughout for comparison. Subdivide 'A' into 'A1', 'A2', etc. like the other basins.
- Storm Line 1 outfalls as a point leading directly to unplatted remainder tract, which is not allowed.
- Lots should not be graded to drain to unplatted remainder tract.
- Paving
  - S. Rike Street end pavement elevation is almost 4' above existing grade, what grading is planned for this?
  - Curb return on north side of Herron Street encroaches on neighboring lot. Since no right-of-way dedication exists on this lot, this radius should be modified so it will stay inside the proposed right-of-way limits.
- Grading
  - Will there be ditch grading for culvert at Orange St? None is indicated.
  - Will there be a retaining wall? Lot grades are much higher than surrounding area.
- Utility Plan
  - Relocate tee/GV/FH near lot 1 Block C further south so fitting is not under pavement.
  - Extend 8-inch waterline further north just past Herron Street. Install 8" x 6" tee, 6-inch GV, 6-inch waterline to the west, and connect to existing 6-inch with a 90° bend. Install 8-inch plug on north side of tee.

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

Sincerely,



Jacob Dupuis, P.E.



DATE	NO	NAME
	1	
	2	
	3	
	4	

102  
 M. J. [Signature]  
 1-21-2021  
 AT NEW ORLEANS  
 LOCATED NO OTHER PLACES WHERE  
 IDENTIFIED WORKS OF THE PERSONS  
 PROFESSIONAL INDUSTRY  
 THE SET APPEARANCE OF THIS DOCUMENT WAS  
 APPROVED BY MR. JAMES W. HARRIS JR.

CONCEPT PLAN	DATE:	SCALE:
	1/27/2024	1" = 40'
DESIGNED BY:	DRIVEN BY:	
NK	NK	
PROJECT /		
734-RICH-18		
DATE:		
	C-3	

VICINITY MAP  
NOT TO SCALE

SITE DATA:  
 AREA:  
 TOTAL ACREAGE: 7.83 ACRES  
 A. PHASE 1: 3.68 ACRES  
 B. PHASE 2: 4.17 ACRES  
 C. TOTAL LOT AREA IN PHASE 1: 2.738 ACRES  
 TOTAL DEDICATION: 0.92 ACRES.

A GRAVEL ROAD CONNECTING ORANGE STREET TO SOUTH WEST AND HERION STREET ON NORTH EAST CORNER OF LOT 1, BLOCK A. THE EXISTING FIRE HYDRANTS ARE LOCATED AT THE INTERSECTION OF ORANGE STREET & GRAVEL ROAD, AND OTHER ONE AT THE INTERSECTION OF GRAVEL ROAD & HERION STREET. THESE TWO HYDRANTS WILL BE RELOCATED OUTSIDE THE PROPOSED CONCRETE PAVEMENT.

IF A PVC SANITARY SEWER LINE RUNS ALONG THE NORTH AND WEST EDGE OF EXISTING GRAVEL ROAD WITH A MANHOLE AT THE NORTH PROPERTY LINE TOWARDS A MANHOLE ON ORANGE STREET NEAR THE INTERSECTION OF ORANGE STREET AND GRAVEL ROAD, THIS STOP SIGN WILL BE LOCATED AT THE INTERSECTION OF ORANGE STREET AND HERION STREET. THIS STOP SIGN WILL BE REMOVED AND REPLACED.

ONE 16" DIAMETER PIPE CULVERT IS SITUATED AT THE INTERSECTION OF ORANGE STREET AND GRAVEL ROAD. MOST OF THIS PIPE IS UNDER GRAVEL ROAD SURFACE.

THE AREA BETWEEN APPROX 300 FEET (91 M) OF LARCHES) ON PHASE 1 SITE MOST OF THE TREES ARE HACK BURNED AND DEAD. THERE ARE MORE THAN 1000 TREES THAT WERE OBSERVED ON THE PHASE 1 SITE. MANY OF THESE TREES ARE DEAD OR Dying. ANY STRUCTURES OF LOCAL OR HISTORIC SIGNIFICANCE WAS NOT OBSERVED.

A SLOPE OF EXISTING GROUND, EXISTING GROUND SURFACE IS SLOPE AT 3-5% SLOPE FROM NORTH TO SOUTH. PROPOSED GRAVEL ROAD WILL FOLLOW THE EXISTING DRAINAGE FLOW PATTERN TO ALLOW THE EXISTING DRAINAGE FLOW PATTERN. PROPOSED GRAVEL ROAD WILL NOT CHANGE THE CURRENT FLOW PATTERN.

### 1. PROPOSED DEVELOPMENT.

PHASE 1 SITE IS DIVIDED INTO 12- SINGLE FAMILY LOTS. MINIMUM SIZE OF LOTS ARE 7200 SQ' WITH 30' FRONT AND 10' DEPTH. SETBACK LINE MINIMUM SIDE SETBACK IS 10% OF THE MOUTH OF THE LOTS. EXISTING BUILDING ON LOT 1, BLOCK A WILL REMAIN.

EXISTING ROAD WILL BE REMOVED AND REPLACED WITH 27" 9-B REINFORCED CONCRETE PAVEMENT AS PER THE CITY DETAILS.

SEWER SERVICES WILL BE PROVIDED TO EACH LOT FROM EXISTING 8" SANITARY SEWER LINE.

EVERYONE'S WATER LINE WILL BE REPAIRED AND OPEN UP TO THE MAIN WATER LINE.

EXISTING 6" WATER LINE WILL BE REMOVED AND REPLACED WITH 8" PVC LINE. THIS WATER LINE WILL BE CATCHED OUTSIDE OF EXISTING CONCRETE PAVEMENT AS PER THE CITY'S REQUIREMENTS. WATER SERVICES WILL BE PROVIDED TO EACH LOT FROM A NEW WATER SERVICE LINE FOR LOT 1. BLOCK A WILL BE REMOVED FROM OLD LINE AND CONNECTED TO NEW LINE.

THE TWO NEW STORM WATER INLETS AND STORM PIPE WILL BE INSTALLED TO DRAIN STORM WATER FROM TOWARDS SOUTH. IT WILL PREVENT UNDER WATER CROSS THE INTERSECTION AS PER THE CITY REQUIREMENTS.

PIPE CATCHMENT UNDER GRASS STREET AND HIGHWAY STREET INTERSECTION IS UNDESIRABLE. A DETAIL HYDRAULIC CALCULATIONS IS DONE TO DETERMINE THE APPROPRIATE SIZE OF THE PROPOSED CULVERT. 1-1/2' REINFORCED BOX CULVERT WILL BE INSTALLED AT THIS INTERSECTION.

AS PER THE DRAINAGE CALCULATIONS TOTAL STORM WATER FLOW WILL BE LESS THAN WHAT IS CURRENTLY DISCHARGING TOWARDS SOUTH PROPERTY SO THIS DEVELOPMENT WILL NOT HAVE ANY ADVERSE IMPACT ON THE SOUTH PROPERTY AND NO RETENTION POND WILL BE REQUIRED.

DEVELOPMENT SCHEDULE:  
CLEARING & CRUBBING MARCH 01, 2021 TO MARCH 12, 2021  
EROSION CONTROL & PRELIMINARY GRADING: MARCH TO APRIL, 2021  
STORM AND UTILITIES INSTALLATION: APRIL TO MAY, 2021

PAYING: MAY TO JUNE 2021

FRANCHISE UTILITY INSTALLATION: JUNE TO JULY, 2021

BUILDING CONSTRUCTION WILL BE DONE IN 1 TO 1 1/2 YEAR AFTER THE CITY'S ACCEPTANCE OF PUBLIC INFRASTRUCTURES.

CALLED 6.87 ACRES  
 PROJECT FARMERSVILLE, LLC  
 CC# 20171213001647720  
 D.J. JAYNES SURVEY, A-471

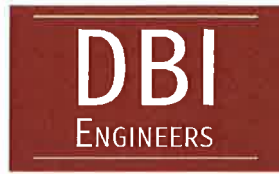
## PHASE 2

OWNER/DEVELOPER:  
PROJECT FARMERSVILLE, LLC  
304 E. ALDIE MURPHY PKWY  
FARMERSVILLE, TX 75442  
CONTACT: MOHAMMAD CHOUDHURY  
PHONE: 214-593-2785  
E-MAIL: SHUVO@HOTMAIL.COM

Civil Engineer  
ND & Associates, LLC  
CONTACT: NAIM KHAN, P.E., CFM  
2105 CANYON CREEK DRIVE  
GARLAND, TEXAS 75042  
PH. 214.533.7181  
E-MAIL: [naim1207@yahoo.com](mailto:naim1207@yahoo.com)



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



February 18, 2021

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

RE: Rikepur Addition – Concept Plan, Preliminary Plat, & Engineering Plans  
Dated January 27, 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

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

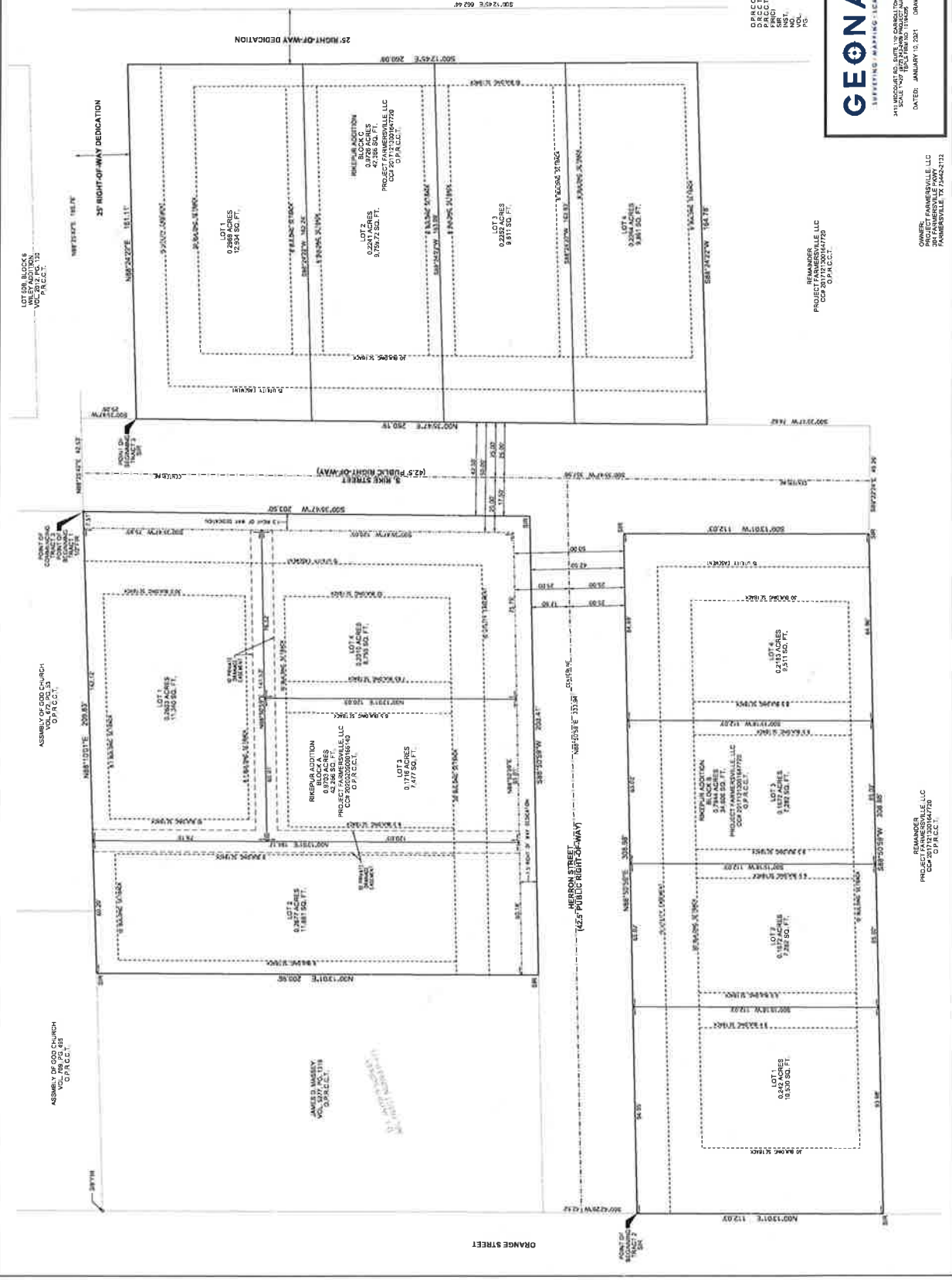
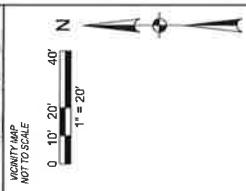
- Pre drain basin 'A' appears to incorporate post drain basins 'A', 'E', and 'F'. Please use same nomenclature throughout for comparison. Subdivide 'A' into 'A1', 'A2', etc. like the other basins.
  - Storm Line 1 outfalls as a point leading directly to unplatted remainder tract, which is not allowed.
  - Lots should not be graded to drain to unplatted remainder tract.
- Paving
  - S. Rike Street end pavement elevation is almost 4' above existing grade, what grading is planned for this?
  - Curb return on north side of Herron Street encroaches on neighboring lot. Since no right-of-way dedication exists on this lot, this radius should be modified so it will stay inside the proposed right-of-way limits.
- Grading
  - Will there be ditch grading for culvert at Orange St? None is indicated.
  - Will there be a retaining wall? Lot grades are much higher than surrounding area.
- Utility Plan
  - Relocate tee/GV/FH near lot 1 Block C further south so fitting is not under pavement.
  - Extend 8-inch waterline further north just past Herron Street. Install 8" x 6" tee, 6-inch GV, 6-inch waterline to the west, and connect to existing 6-inch with a 90° bend. Install 8-inch plug on north side of tee.

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

Sincerely,

A handwritten signature in cursive script that reads "Jacob Dupuis".

Jacob Dupuis, P.E.



OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS  
DEEDS & PLATS  
PLAT RECORDS OF COLLIN COUNTY, TEXAS  
SECTION 100 WITH CAPT  
INSTRUMENT NO. 20171200164772  
VOLUME  
PAGE

**GEONAV**  
SURVEYING • MAPPING • LEARNING

311 BROADWAY, SUITE 200, FARMERSVILLE, TX 77936  
TEL: 817-251-1111  
WWW.GEONAV.COM

DATE: JANUARY 13, 2017  
DRAWN BY: LEO

**PRELIMINARY PLAT**  
LOTS 1-4, BLOCK A,  
LOTS 1-4, BLOCK B AND  
LOTS 1-4, BLOCK C  
RIKEPUR ADDITION  
TOTAL: 27.38 ACRES  
119,238 SQ. FT.

D.J. JAMES SURVEY, ABSTRACT NO. 471  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS

PROJECT FARMERSVILLE, LLC  
COP 20171200164772  
O.P.A.C.C.T.

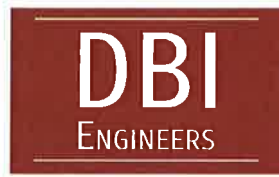
OWNER:  
CITY OF FARMERSVILLE, LLC  
300 FARMERSVILLE HWY  
FARMERSVILLE, TX 77936-1111

REMANENCE  
PROJECT FARMERSVILLE, LLC  
COP 20171200164772  
O.P.A.C.C.T.





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



February 18, 2021

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

RE: Camden Park Phase 4 – Concept Plan & Preliminary Plat  
Dated February 3, 2021

Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

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

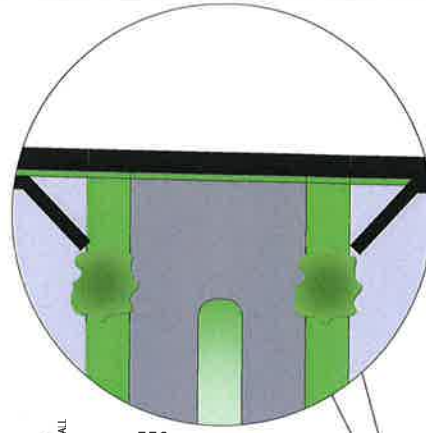
Based on the items above, it is recommended that the Concept Plan & Preliminary Plat be denied. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads 'Jacob Dupuis'.

Jacob Dupuis, P.E.

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

VICINITY MAP  
n.t.s

**SITE PLAN  
FOR  
CAMDEN PARK PHASE 4  
GARDEN HOMES  
FARMERSVILLE, TEXAS  
106 SINGLE FAMILY LOTS**

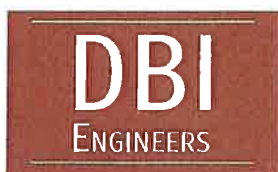
BEING 18.00 ACRES OUT OF 100.81 ACRES IN THE  
W.B. WILLIAMS SURVEY, ABSTRACT NO. 952  
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

**OWNER/DEVELOPER**  
**SHG LAND INVESTMENTS OF FARMERSVILLE, LTD.**  
12801 N. CENTRAL EXPWAY #1650  
DALLAS, TEXAS 75243  
(972) 479-9001

CRANNELL, CRANNELL & MARTIN ENGINEERING  
2570 JUSTIN ROAD #209 - HIGH-LAND VILLAGE, TX  
(972) 691-8633  
PREPARED BY

SUBMITTAL DATE: FEBRUARY 3, 2021

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



February 18, 2021

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

RE: Camden Park Phase 4 – Concept Plan & Preliminary Plat  
Dated February 3, 2021

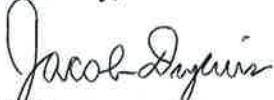
Mr. White,

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The comments listed below will need to be addressed:

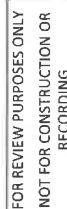
- Concept Plan
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  - Concept plan will need to follow requirements listed in subdivision ordinances Sec 65-28.
- Preliminary Plat
  - Indicate Point of Beginning
  - Legal description does not match metes & bounds shown on plan.
  - No Park Land dedication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

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

Sincerely,

  
Jacob Dupuis, P.E.

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



**Notes**

1. Right-of-Ways to be dedicated at time of platting.
2. Easements such as drainage, water, sanitary, access to be dedicated at time of platting.
3. Areas with natural features or structures of any historical significance not located on this site.

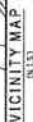
Subject property is located within the city limits of the City of Farmersville.

**Notes**

7. Engineering plans will be submitted to the City for review and approval along with the Final Plat after approval of the Preliminary Plat.

8. Developer will comply with the City's open space dedication with the dedication of park land in Phase 1.

9. The City wants to consider placing the sanitary sewer lift station closer to Highway 380 to serve as a regional lift station. The developer is agreeable to this option as long as the city pays for any additional costs for this new location.



## LEGAL DESCRIPTION

## : tract of land situated in the W.A.

Being a part of a 100.81 acre tract of land situated in the W.R. Williams Survey, Abstract No. 952 in Collin County, Texas as described in a deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 200603000778605 of the Deed Records of Collin County, Texas [D.R.C.C.T.] and being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of said SHG Land Investments of Farmersville tract, said point being on the west right-of-way line of County Road 610;

THENCE South 69° 54' 27" West, along the south line of Said SJG Land Investments of Farmersville tract, a distance of 50.00 feet to a 1/4" inch iron rod found for corner, said point being on the north line of Murphy's Crossing Phase 1, as recorded in Cabinet P.

Page 415 P & C.T. to the POINT OF BEGINNING;  
THENCE South 09°54'27" West, a distance of 348.79 feet continuing along the north  
the north line of said M. J. O'Brien's Crossing, to a 36" oak corner found on line;

THENCE North 89°45'13" West, a distance of 874.23 feet continuing along the north line north line of said Murphy's Crossing, to a 1/2" inch iron rod found for corner, said

THENCE North 00°20'27" West, a distance of 476.63 feet along the east line of said point, being on the east line of Harvard Boulevard, a 30' wide right-of-way;

THENCE Northwestly, along said curve to the left and along the east line of said a curve to the left having a radius of 530.00 feet and a central angle of  $11^{\circ}28'40''$ ;

N 05°00' 47" W, 125.99 feet to a 3/4" iron rod found for a corner, said point being the southeast corner of Lot 19, Block K, in the Camden Park, Phase 1 Addition, as recorded in Document No. 2018-273, P. 6 C. C. T.

THENCE North 70°27'26" East, along the south line of said Camden Park, Phase 1 Addition, a distance of 176.67 feet to a 1/4" Iron rod found for corner;

THENCE North 85°35'59" East, along the south line of said Camden Park Phase 1 Addition, a distance of 47.59 feet to a 1/2" inch iron rod found for corner;

Canadian Park Phase 3 Addition, to a 3" high vertical band for corner.

and (containing 264,273 square feet or 3.02 million acres of completed land.

PRELIMINARY PLAT

FOR  
CAMDEN PARK, CLASSE A

CAMDEN PARK PHASE 4  
GARDEN HOMES

FARMERSVILLE, TEXAS  
106 SINGLE FAMILY LOTS

100 SINGLE FAMILY LOTS  
 18.00 ACRES OUT OF 100.81 ACRES IN THE

W.B. WILLIAMS SURVEY, ABSTRACT NO. 952  
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER :

12801 N. CENTRAL EXPRESWAY #1650

DALLAS, TEXAS 75243  
(972) 479-9001

PREPARED BY  
CCM ENGINEERING

CCIM ENGINEERING  
70 JUSTIN ROAD #209 - HIGHLAND VILLAGE, TX  
(972) 994-0888

(9/2) 691-6633  
FEBRUARY 3, 2021 SHEET 1 OF 1 1" = 50'

## **VI. Adjournment**