

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss and act upon granting extension to citizens temporarily living in recreational vehicle until house remodeling is complete and/or until Ordinance is drafted and approved.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • All zoning changes must go before the Planning & Zoning Commission first as a public hearing. After the Ordinance modification is reviewed by the Planning & Zoning Commission, they will make a recommendation to Council. City Council can then act on the Ordinance after a public hearing is held. • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss and act upon a contract between the City of Farmersville and the Kansas City Southern Railroad Company.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	Contract from the Kansas City Southern Railroad Company
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this 18th day of May, 2017 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Railway Company", and **CITY OF FARMERSVILLE**, to be addressed at 205 S. Main Street, Farmersville, Texas 75442, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed water pipeline under Railway Company's tracks and right-of-way at Mile Post T-185.48 (Greenville Subdivision) Farmersville (Collin County), Texas, the course of the pipeline being described as follows:

As indicated on print of drawing no. 17-3223 dated 05-03-2017, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 12.75" x 220' PVC having a minimum wall thickness of 0.943" encased in a 20" x 75' steel having a minimum wall thickness of 1.031" and a maximum yield point of 30,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 75 PSI. Licensee expressly agrees that its under-track installation shall be by dry bore and jack method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 13' below the bottom of Railway Company's base of rail and at a minimum depth of 10' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25')

from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kccrossings@bartwest.com.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by

Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Fee is waived for this Agreement. Should any additional pipelines or wirelines be added in the future, as permitted and approved by the Railway Company, Licensee shall pay Railway Company a license fee. Such fee shall be set in accordance with Railway Company's then current fee schedule

Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy

will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

Date: _____

CITY OF FARMERSVILLE

By: _____

Title: _____

Date: _____



APPLICATION FOR PERMIT TO INSTALL PIPELINE OR INSIDE KCS RIGHT-OF-WAY

1. Licensee/Owner of Utility Contact Information:

Company: City of Farmersville
Attn.: Ben White
Address: 205 S. Main St
City, State, Zip: Farmersville, TX 75442
Phone: 972-782-6151 Cell: _____
Email: B.White@farmersvilletx.com
Contact for Engineering Questions: Eddy Daniel, PE Email: eddy@dbiconsultants.com
Phone: 972-784-7777 Cell: _____
Add Proposed Installation Date(s): 02/27/2017
If not constructed within six (6) months, an additional review fee may be charged.

2. Type of Encroachment (check all that apply):

☒ Pipeline ☐ Wireline
☐ Overhead ☒ Underground ☐ Parallel ☐ Pipe Bridge Number of carriers? 1

3. Location: (provide information identifying two (2) markers of location that can independently allow for verification of installation location).

City: Farmersville Parish/County: Collin State: Texas
Section _____ Township _____ Range _____
Nearest Street Name: Main St
DOTD# of nearest Street: _____

To obtain: <http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

Railroad Subdivision _____ Distance from centerline of nearest street: 58' 140'
Latitude: 33°09'33"N Longitude: 96°21'35"W
Angle of Crossing: 90 (Degrees) _____ (Minutes) _____ (Seconds)
Railroad Mile Post _____ + _____ ft.
If parallel, perpendicular distance from centerline of closest track:
KCS Mile Post Beginning: _____ + _____ ft. and KCS Mile Post Ending _____ + _____ ft.
If spur, distance from point of switch _____ ft.
If installation near bridge/culvert, distance from nearest headwall of bridge/centerline of culvert:
Mile Post: _____ Bridge Culvert Mile Post: _____



4. Wireline Specifications:

☐ Power Line (Voltage) _____ ☐ Fiber Optic ☐ Other (specify) _____

☐ Number of Innerducts: _____ ☐ Number of fibers: _____

If additional lines are installed at this location on a future date, Applicant/Licensee may be charged an additional license fee for each additional line.

Vertical Clearance: _____ (28' minimum from top of rail to lowest wire at maximum sag)

Will poles be on Railroad Property? ☐ Yes ☐ No

Horizontal distance of pole from nearest track: _____

Carrier Pipe

Casing Pipe

Depth below base of rail (minimum 10'): _____

If less than 10' on carrier and casing; based on your depth your application may be returned.

Depth below bottom of ditch/ground
(minimum 6' with casing, 10' without casing): _____

If less than 6' carrier and if less than 10' casing; based on your depth your application may be returned.

Length of wire casing pipe (shall extend to R/W lines) _____

Underground Parallel: _____

Pipe Inside Diameter (nominal): _____

Pipe Wall Thickness: _____

Pipe Material: _____

Minimum Yield Point of Material: _____

Type of Joint: _____

See Instructions for standards used, casing and signage requirements.

5. Pipeline Specifications:

Commodity to be transported: Water

Transmitted by: ☐ Gravity ☒ Force ☐ Other (specify) _____

Properties of Commodity (check all that apply):

☒ Liquid ☐ Gas ☐ Steam

☐ Flammable ☒ Non-Flammable ☐ Corrosive ☐ Toxic

☐ Environmental Hazard ☐ Other (specify) _____

If hazardous, toxic or corrosive material, give details: _____



	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
Depth below base of rail (minimum 10'):	<u>10.5'</u>	<u>10'</u>
If less than 10' on carrier and casing; based on your depth your application may be returned.		
Depth below bottom of ditch/ground (minimum 6' with casing, 10' without casing):	<u>10' 7.5</u>	<u>10'</u>
If less than 6' carrier and if less than 10' casing; based on your depth your application may be returned.		
Length of pipe (casing pipe shall extend to R/W lines)	<u>140' 270'</u>	<u>75'</u>
Underground Parallel:	_____	_____
Pipe Inside Diameter (nominal):	<u>11.20</u>	<u>20</u>
Pipe Wall Thickness:	<u>0.943</u>	<u>1.031</u>
Pipe Material:	<u>C900 DR18 PVC</u>	<u>SCH 80 Steel</u>
Minimum Yield Point of Material:	<u>N/A</u>	<u>30,000 PSI</u>
Type of Joint:	<u>Gasket</u>	<u>Welded</u>
Maximum Operating Pressure in Pipeline:	<u>75 psi</u>	<u>N/A</u>
Hydrostatic pressure at which carrier pipe will be tested before using:	<u>150 psi</u>	
Will carrier pipe have protective coating?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Type: _____	
Will casing pipe have protective coating?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Type: _____	
Will carrier pipe be cathodically protected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will casing pipe be cathodically protected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cathodic protection will be reviewed for compliance set by current Report of Correlating Committee of Cathodic Protection.		
Will casing pipe be vented?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Diameter: _____ (minimum 2")	
Number of Vents:	_____ Vent Height above ground surface: _____ (minimum 4')	
Pipes carrying flammable contents must be vented. Vents must be located at ends of casing off KCS property and shown on drawing.		
See Instructions for standards used, casing and signage requirements.		

6. Method of Installation (Wet boring or open cut trenching across tracks IS NOT permitted.)

☐ Dry Bore and Jack ☒ Conventional Dry Bore ☐ Directional Drill ☐ Other (specify) _____

See Instructions for boring and shoring requirements.



7. Is there an existing agreement for this installation on KCS Property? If yes, check all that apply. A copy of current agreement must accompany this application.

- ☒ Replacing existing line ☐ Abandoning existing line and adding new installation
☐ Adding additional installation to existing installation ☐ Other (specify) _____

Application may be returned if existing agreement exists and not provided with this application.

See Instructions for guidelines to abandon an existing utility installation.

8. Was this service requested by KCS? ☐ Yes

If service requested by KCS, why is this service being requested (check all that apply)?

- ☐ Service to Building ☐ Service to Switch ☐ Service to Signal ☐ Other (specify) _____

KCS Contact: _____

Phone #: _____ Email: _____

Project Name: _____ AFE #: _____

9. Additional Fees and Acceptance: All excavations and installations on KCS's property will require mobilization, construction observation, and flagging by KCS's authorized representative, Bartlett & West. Applicant or its contractor must contact Bartlett & West a minimum of ten (10) days in advance of construction date. Applicant will contract directly with Bartlett & West for the above services by calling 785-228-3101 and/or by sending an email to kccrossings@bartwest.com. All costs associated with mobilization, construction observation and flagging are the sole responsibility of the applicant. The daily services fees are \$2,500 per day, which include flagging and construction observation services. In addition to the daily fee, a fee of \$2,000 per mobilization fee will be charged for each job. Prices are subject to change and can double for 24-hour construction projects. No agreement for crossing or encroachment will be executed by KCS until applicant has contracted with Bartlett & West for mobilization, construction observation and flagging.

Each installation is subject to a one-time agreement fee, dependent on type of installation and length of installation. If you need to know the amount, contact Sylvia Schmidt at sylvia.schmidt@am.jll.com or 817-230-2688, or Holley Anthony at holley.anthony@am.jll.com 817-230-2614.

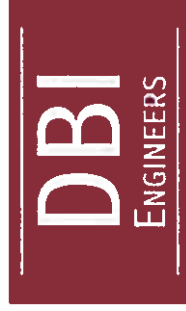
Extreme caution is to be used in excavation due to the possible existence of other underground facilities along KCS's property. Any damage to existing facilities will be sole responsibility of the applicant. In compliance with State law, prior to commencing work, applicant or contractor shall notify appropriate State "One Call" service.

By typing your name below and submitting this application, applicant agrees to all of the terms and conditions of this application and agrees to pay all fees defined for this installation.

Name of Applicant _____

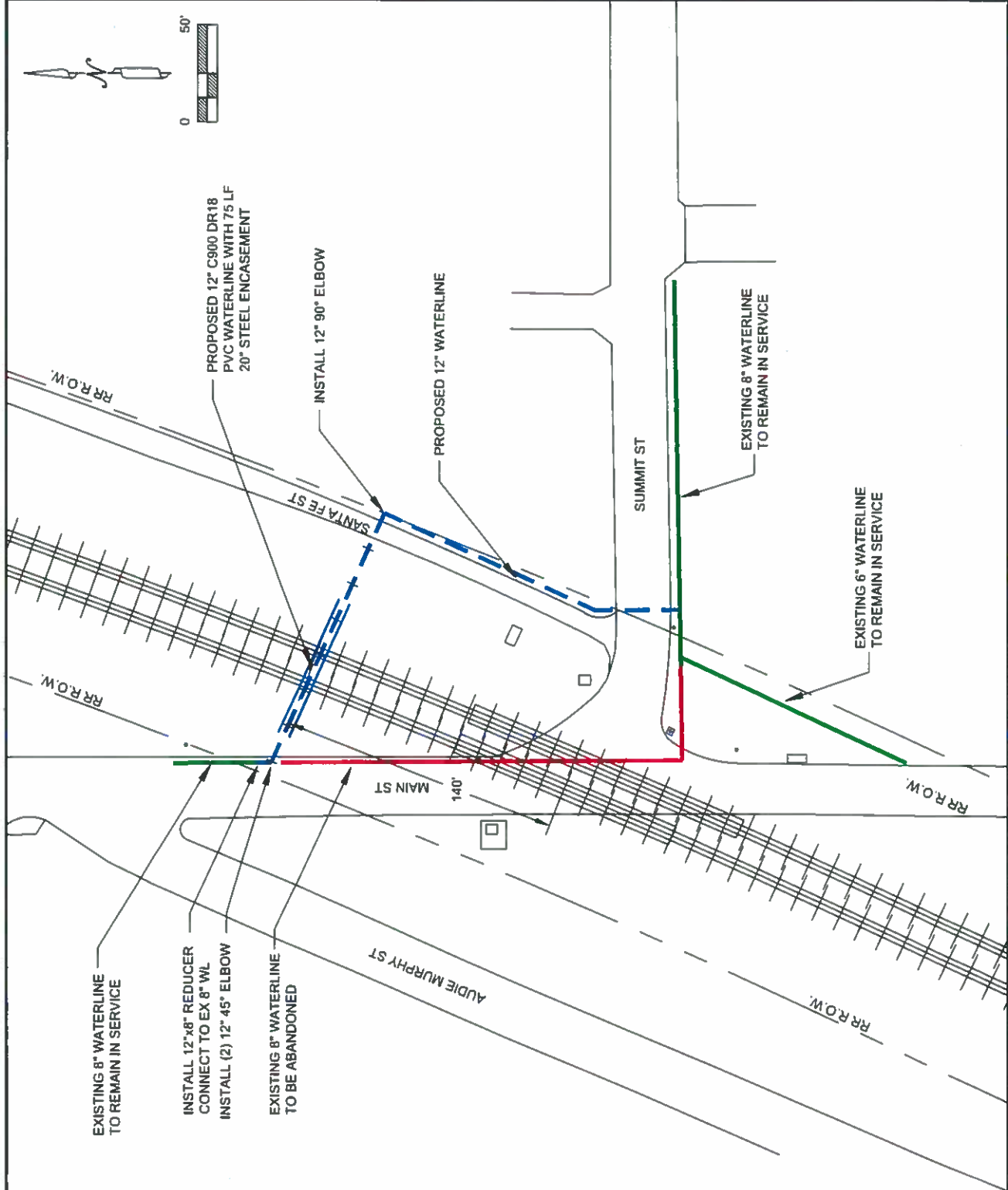
Date _____

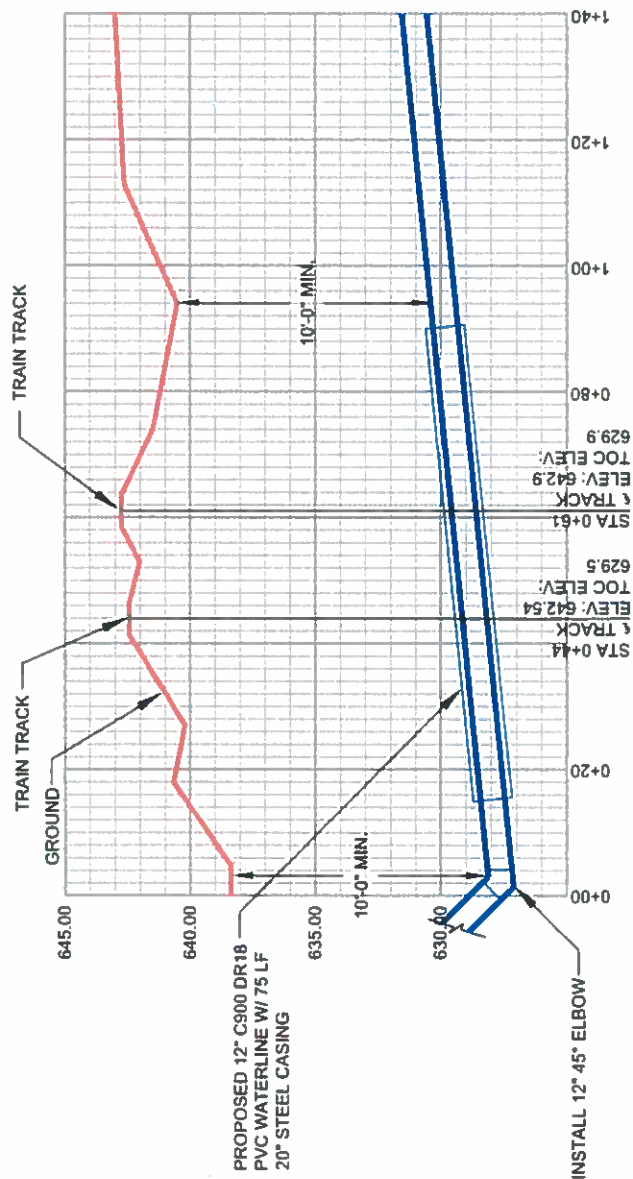
**WATERLINE IMPROVEMENTS
RAILROAD BORE AT MAIN STREET
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS
FEBRUARY 2017**



Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone 972-784-7777
www.DBIConsultants.com
Firm Registration No: F-002225







TRENCH SAFETY
SPECIFICATIONS
FOR THE
WATERLINE IMPROVEMENTS
RAILROAD BORE AT MAIN STREET

CITY OF
FARMERSVILLE, TEXAS

Prepared for
JOHN WRIGHT CONSTRUCTION

Project # 19989

US TREN-TECH, LLC
828 HOWELL DR.
COPPELL, TEXAS 75019
TBPE #F9824



William P. Price, P.E.
REGISTERED PROFESSIONAL ENGINEER

4.28.17
DATE

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1.0 DESIGN ASSUMPTIONS

- 1.1 General. These specifications cover the basic requirements for shoring and/or sloping of excavations for the installation of WATER LINES for the WATERLINE IMPROVEMENTS RAILROAD BORE AT MAIN STREET in the CITY of FARMERSVILLE, TEXAS.
- 1.2 This specification addresses the safety of workers in a trench excavation and does not, in any way relieve the Contractor of his responsibility and liability to ensure the safety of the project and workers.
- 1.3 It is not the intent of these specifications to specify every detail and procedure of the trenching/shoring operations; nevertheless, they shall conform to the high standards of engineering and of safe trench excavation.
- 1.4 The personnel protection systems shown in these specifications have been designed based on information obtained from the project drawings and specifications.
- 1.5 In accordance with Revised OSHA (Appendix A to Subpart P effective March 2,1990), the Contractor's "Competent Person" will conduct the required Soil Classification Tests. If soils other than those previously identified are found, this specification will be revised. During construction, the Contractor's "Competent Person" will monitor the soil classification as required by OSHA 1926.
- 1.6 Contractor shall be responsible for selecting the appropriate safety system option shown in these specifications, depending on trench depth and soil conditions.
- 1.7 The protection of existing structures and utilities which may be affected by these trench excavations is beyond the scope of this report (See Sect.4.2)
- 1.8 The Contractor must identify a "Competent Person" in the Contractor's firm responsible for performing inspections of the excavations to ensure that expected subsurface conditions are present. NOTE-This person must be "Competent" as described in OSHA 1926.650(b).
- 1.9 It is the Contractor's responsibility to ensure that all excavation work and site conditions are within the regulations as established by OSHA. Any property damage or bodily injury (including death) arising from the use of these specifications, from the Contractor's negligence in performance of contract work, or from Owner's failure to note exceptions to these specifications shall remain the sole responsibility and liability of the contractor.

2.0 DEFINITIONS

- 2.1 All definitions of section 1926.650 of Subpart P, Part 1926, of the Code of Federal Regulations shall be by reference an integral part of this section.
- 2.2 "Sealing Engineer"- The engineer whose Texas seal is affixed to these specifications.
- 2.3 "The Contractor"-The contractor responsible to the owner for the excavation work described herein.
- 2.4 "Competent" as described in OSHA 1926.650(b).

3.0 APPLICABLE CODE AND STANDARDS

- 3.1 The Contractor shall perform all shoring work under this contract in accordance with all applicable codes and standard safety requirements and regulations including:
 - 3.1.1 OSHA 2207, Construction Industry Standards (Part 1926, Occupational Safety and Health Standards)
 - 3.1.2 AISC Code of Standard Practice.
 - 3.1.3 AISC Specifications of the design, fabrication, and erection of steel buildings
 - 3.1.4 AITC Timber Construction Manual
 - 3.1.5 AWS D1.1 Structural Welding Code
 - 3.1.6 The Uniform Building Code
 - 3.1.7 OSHA 2226
 - 3.1.8 U S Army Corps of Engineers EM 385-1-1
 - 3.1.9 The International Building Code.
- 3.2 The latest edition (including supplements and revisions) of the above publications in effect or promulgated at the time of the bid shall apply. Equipment fabricated to codes and standards in effect at time of bid but later revised shall be acceptable provided such revisions are not required by law.

4.0 SHORING/SLOPING

4.1 Description.

This section covers the technical requirements of the trenching/shoring work.

4.2 Existing Structures.

Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench, or may otherwise be affected by the proposed trenching operation, the Contractor shall provide adequate protection by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In the case of utilities, the Contractor may elect to remove the utility, provided that the removal and subsequent replacement meet with the approval of the engineer, the utility owner, or whoever has jurisdiction of the structure. In all cases, it shall be the responsibility of the Contractor to protect public and private property and any person or persons who might, as a result of the Contractor's work, be injured.

4.3 General Trenching and Shoring Requirements.

The Contractor shall be solely responsible for trench safety provisions meeting the applicable requirements of the United States Department of Labor-Occupational Safety and Health Administration, including Subpart P, Part 1926, of the Code of Federal Regulations. All trenching operations and procedure shall also conform to the requirements listed in this specification. The requirements of sections 1926.650 and 1926.651 of Subpart P, Part 1926, of the Code of Federal Regulations shall be by reference an integral part of this section.

4.4 REQUIREMENTS PRIOR TO EXCAVATION

4.4.1 Known underground installations are shown on the site plans. It is the Contractor's responsibility to verify exact locations in the field.

4.4.2 Before any individual enters an excavation, the excavation will be inspected by a "Competent Person" to ensure that trench excavation has been performed according to this specification and OSHA requirements and to ensure that no anomalies are observed which may affect the safety of the trench project. Note-This person must be "Competent" as described in OSHA 1926.650(b).

4.5 REQUIREMENTS DURING EXCAVATION

- 4.5.1 During excavation, the exact location of existing underground installations shall be determined by the Contractor, and when uncovered, proper precautions and supports shall be provided so as not to cause a hazard to the workmen or the project.
- 4.5.2 Daily inspections of the excavations shall be made by the Competent Person". If there is evidence of possible cave-ins or slides, all work in the excavation shall cease until the necessary precautions have been taken to ensure the safety of the workmen and the trench. Note-This person must be "Competent" as described in OSHA 1926.650. Excavations shall be inspected after every rainstorm or other hazard-increasing occurrence to ensure safety of the workmen and the trench.
- 4.5.3 Excavated material shall be stockpiled a distance away from the trench, so as not to affect the trench stability. The Contractor's means and methods will determine the distance. As a minimum to protect the workmen from falling debris, the toe of the stockpiled soil shall be no closer than two(2) feet from the edge of the excavation.
- 4.5.4 All precautions must be made to prevent surface water from entering the trench excavation. Adequate drainage must be provided in the area adjacent to the excavation.
- 4.5.5 Operation of heavy equipment adjacent to the edge of the trench may cause instability. The Contractor is responsible for the means and methods of excavation, and therefore, for loads imposed on the trench excavation and shoring design.
- 4.5.6 The Contractor must take precautions to protect the face of the excavation from exposure to excessive drying, water, or freezing.
- 4.5.7 Water shall not be permitted to stand in the bottom of the trench and suction pumps of adequate capacity shall be installed to ensure that such standing water is removed.
- 4.5.8 The Contractor shall provide a positive means of ensuring that hydrostatic pressure does not build up behind the shoring or shields.
- 4.5.9 If a condition requiring the use of a different method of shoring is encountered, this specification will be revised.
- 4.5.10 Remove shoring units from bottom to top as backfilling proceeds.
- 4.5.11 When backfill is within five(5) feet of the top of the trench, all shoring may be removed, unless the trench conditions indicate a hazard.
- 4.5.12 No person shall be exposed to the lower portion of the trench after shoring has been removed.

4.5.13 Additional shoring of larger sizes may be installed.

4.5.14 Ladders or other adequate means of exit must be provided and located so as to require no more than twenty-five(25) feet of lateral travel.

4.5.15 When two(2) trenches intersect, both trenches must be protected to a distance of not less than the depth of the deepest trench.

4.6 REQUIREMENTS FOR CONFINED SPACE

4.6.1 Prior to construction the contractor shall identify any areas near the proposed excavations that could expose workmen to harmful levels of atmospheric contaminants (i.e. landfills, manholes or materials storage).

4.6.2 During construction, before workmen are allowed in an excavation or existing structure, the contractor shall test the air quality at these previously identified areas for hazardous atmospheres in all excavations greater than four (4) feet in depth. Atmospheres containing less than 19.5 percent oxygen or containing a concentration in excess of 20 percent of the lower flammable limit of the gas shall be deemed "hazardous" and adequate precautions shall be taken.

4.6.3 Retesting of work areas shall be conducted as often as necessary to ensure that the atmosphere remains safe for workmen.

4.6.4 During construction, emergency rescue equipment shall be readily available where potentially hazardous conditions are expected to develop.

4.6.5 As a minimum, the contractor shall have on site the following emergency equipment. Breathing apparatus, a safety harness and line, or a basket stretcher. During construction in potentially hazardous areas, the required equipment shall be attended.

SECTION 5.0
SITE SPECIFIC EXCAVATIONS
AND
SHORING SPECIFICATIONS
FOR
WATER LINES

5.1 EXCAVATIONS SPECIFIC TO THIS PROJECT

WATER LINE

LOCATION	MAX. DEPTH	OPTION	NOTES
0+00 TO 0+16±	13.0	I, II, III	INSTALL W.L.
0+16± TO 0+90±			INSTALL BOTOC
0+90± TO 1+40±	13.5	I, II, III	INSTALL W.L.

NOTE: Trench shield(s) and/or slope (Option I or II) shall be used for personnel protection at the location of the bore pits. If trench shields are employed, end protection shall be accomplished with appropriately rated trench shields or interlocking sheet pile (PZ-27 or equal installed horizontally). These members shall be installed so as to rest on the ends of the main trench shields.

5.2 SHORING CONSIDERATIONS FOR THIS WORK

- 5.2.1 Trenches more than five(5) deep shall be shored, laid back to a stable slope, or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. *Trenches less than five(5) feet in depth shall also be effectively protected when examination of ground indicates hazardous ground movement may be expected.*

The Contractor will have Options I, II or III for providing such protection.

- 5.2.2 Lateral Earth Pressure: $P = We(H+H_q)$

Assumed Soil: Clay

P = a uniformly distributed lateral soil pressure, in lbs./ft²

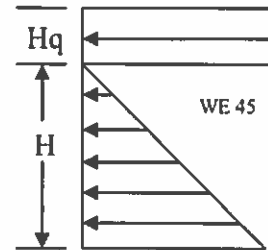
We = Effective Soil Weight, (Use $We=45$ Type "B" Soil)

H = Depth of excavation from top of supported bank to bottom of excavation in feet.

H_q = Equivalent Height of Surcharge, in feet.

Reference OSHA Rules and Regulations-Part 1926 of 29 CFR

as amended by the Federal Register Volume 54, Number 209, October 31, 1989

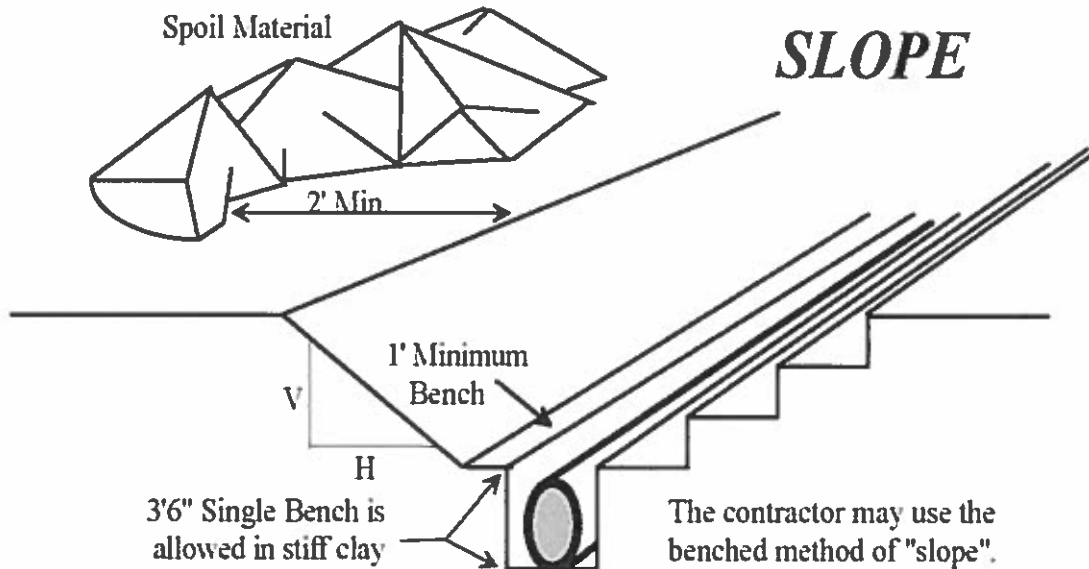


Maximum anticipated lateral earth pressure for this project is 697.5 "PSF"

- 5.2.3 Option I The Contractor can use Slope as shown in the Option I section of the specification. Applicable slopes may be obtained by either straight cut or benched method. Vertical cuts for the benched method shall not exceed four(4) feet. Easement restrictions may limit the use of this option. See Drawing Option I.
- 5.2.4 Option II The Contractor may use a Trench Shield as shown in the Option II section of this specification. Requirements set forth in this Option shall include curricular trench shield(s) and or manhole boxes. All slopes above trench shield(s) shall conform to guidelines set forth in Option I. Trench shield(s) used on this project will be required to carry a minimum "PSF" as specified. Certification of trench shield(s) or manufacture's "tabulated data" shall be available for verification during construction. See Drawing Option II.
- 5.2.4 Option III The contractor can use Trench Shores as shown in the Option III Section of this specification. Shores are to be installed as shown with horizontal spacing determined by the depth of cut and soil type but shall not exceed 6 feet. See Drawing Option III. If there is raveling of the trench wall, the contractor shall install plywood behind the shores as shown on the Option III drawing.

TRENCH SAFETY SPECIFICATIONS

OPTION I SLOPE



H/V – REQUIRED SLOPE PER SOIL TYPE

H/V = $\frac{3}{4}$ to 1	Stiff clay less than 12 feet in depth (Type A).
H/V = 1 to 1	Stiff clay greater than 12 feet in depth (Type B).
H/V = $1\frac{1}{2}$ to 1	Silty clays or saturated material (Type C).
H/V = 2 to 1	Fill material of loose soil

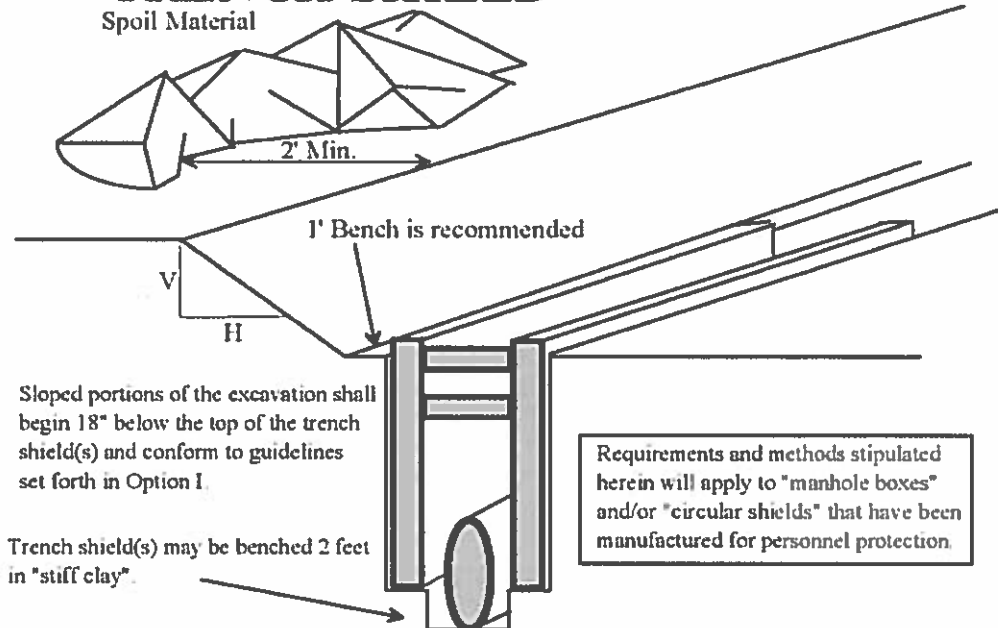
NOTES:

1. All trenches shall be de-watered as specified in 4.5.7.
2. All slopes assume sufficient right-of-way exists.
3. All slopes shall be flattened an additional $\frac{1}{2}$ foot if an existing parallel utility line is located within the horizontal distance equal to the depth of the new utility excavation.
4. No spoil or equipment shall be permitted nearer than 2 feet from the edge of the excavation.
5. A single 3'6" vertical bench may be used in "stiff clay" only.
6. Exposed existing utility lines are to be supported.

TRENCH SAFETY SPECIFICATIONS

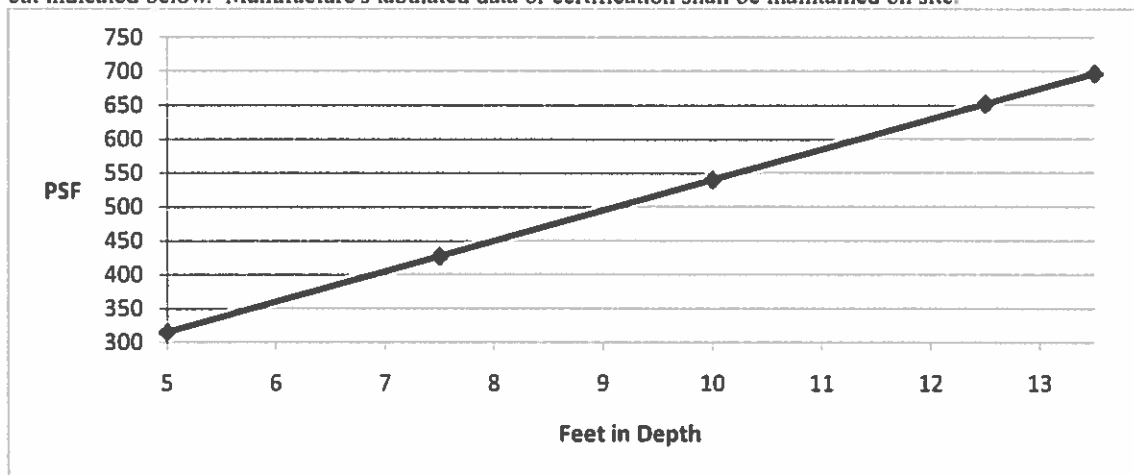
OPTION II

TRENCH SHIELD



NOTES:

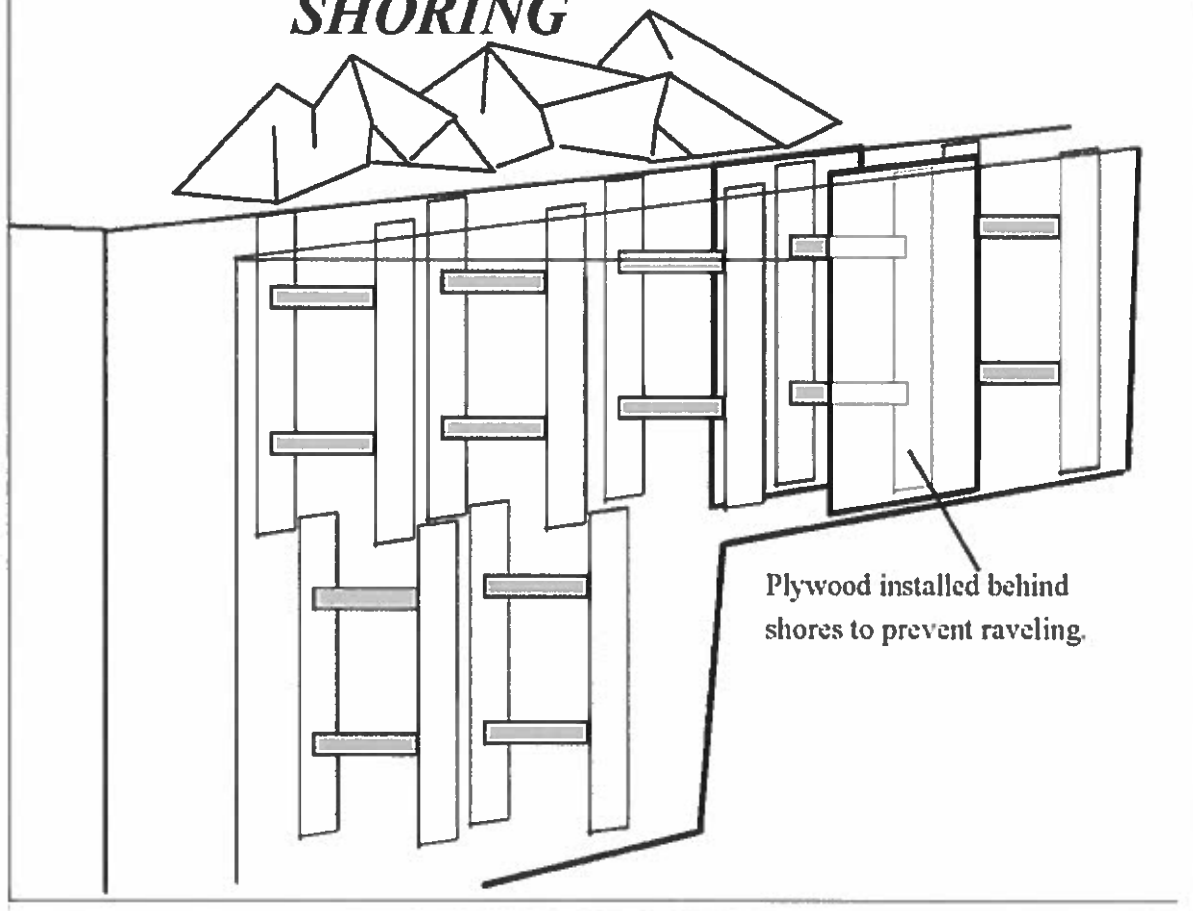
1. Trench shields shall be inspected and be free of structural defects that may impair their proper function.
2. Trench shields shall be used in accordance with the manufacturer's guidelines and recommendations.
3. Trench shields shall be installed so as to prevent any lateral or other hazardous movement.
4. Personnel shall not be allowed in the trench shield during its installation or removal from the excavation.
5. When shield(s) are stacked, the upper shield shall be rated for its physical depth in the trench.
6. Trench shield(s) used on this project shall be rated to withstand anticipated "PSF" (left side of graph) for depth of cut indicated below. Manufacture's tabulated data or certification shall be maintained on site.



TRENCH SAFETY SPECIFICATIONS

OPTION III

SHORING



NOTES

1. Shores shall be double stacked when trench depths exceed nine (9) feet.
2. Maximum horizontal spacing for double stacked shores shall be five (5) feet.
3. Maximum allowable depth of cut for this Option shall be fourteen (14) feet.
4. Aluminum hydraulic shoring may be used in Type "A" or "B" soils only.
5. Maximum horizontal spacing of shores in Type "A" soil shall be 6 feet.
6. Maximum horizontal spacing of shores in Type "B" soil shall be 5 feet.
7. The contractor's competent person shall inspect shores and verify that they are in good working order.
8. The hydraulic shores shall have a minimum working pressure of 750 psi.
9. The contractor shall adhere to the shoring manufacturer's guidelines for use in trench excavations.
10. If there is evidence of raveling or caving the contractor is required to install 1 1/8" thick plywood or 3/4" thick 14 ply arctic white birch (Finland form).
11. Spoil material will not be allowed nearer than 2' from the edge of the excavation.

Date: 2/16/2017

File: 17-3223

CONTRACT SUMMARY and APPROVAL SHEET

Parties: KCS and City of Farmersville

Description: 11.20" PVC Underground Water Line

Location: MP 185.48; Farmersville, TX

Term: Indefinitely, unless line interferes with Railway operations

Location Identification:

Subdivision: **Greenville**

Casing Diameter: **20"**

Drawing No. **SD-08-2-185.48**

Casing Material: **Steel**

Near DOT # **022-130 H**

Length of Casing Pipe: **75'**

Type of Line: **Water Line**

Method of Installation: **Dry Bore**

Run of Line: **Underground & Parallel**

Depth: **10'**

Width of KCSR R/W: **100'**

Distance to Crossing: **140' Northeast from the centerline of Main Street at MP 185.50 and parallel for approximately 125' at the edge of the KCS ROW; Farmersville, TX**

JaKay Summary:

KCS RAILWAY MAINTAINS FLASHERS AND GATES AT MAIN STREET AT MP 185.50, DOT #022-130 H. EVEN THOUGH KCSR HAS UG WIRES IN THIS AREA WE THINK THE WATER LINE WILL NOT INTERFERE WITH ANY KCSR OPERATIONS BECAUSE OF THE FOLLOWING:

- A) THE UG LINE WILL BE 140' FROM THE CENTERLINE OF THE ROAD
- B) THE UG LINE WILL BE 10' BELOW RAIL AND GROUND FOR THE ENTIRE ROW.
- C) THE UG LINE WILL BE INSTALLED USING DRY BORE.
- D) THE UG LINE WILL BE INSTALLED FROM OUTSIDE THE ROW.
- E) THE PARALLEL PORTION WILL BE APPROXIMATELY 60' FROM THE NEAREST TRACK FOR THE ENTIRE 125' PARALLEL RUN ON THE KCS ROW.

Recommendation:

- ☒ **APPROVED PENDING SIGNAL DEPT ON-SITE BEFORE CONSTRUCTION, BARTLETT & WEST MUST BE CONTACTED TO HAVE SIGNAL WIRES LOCATED AT SITE BEFORE WORK CAN BEGIN:**

kcscrossings@bartwest.com

ONCE THE CONTRACTOR HAS BEEN NOTIFIED THAT THE SIGNAL WIRES HAVE BEEN LOCATED, THE CONTRACTOR SHALL MAINTAIN THOSE MARK-OUTS OR MAINTAIN REFERENCE POINTS TO THOSE MARK-OUTS.

☐ **APPROVED (On-Site not required)**

☐ **DENIED**

Dates Reviewed and Approved:

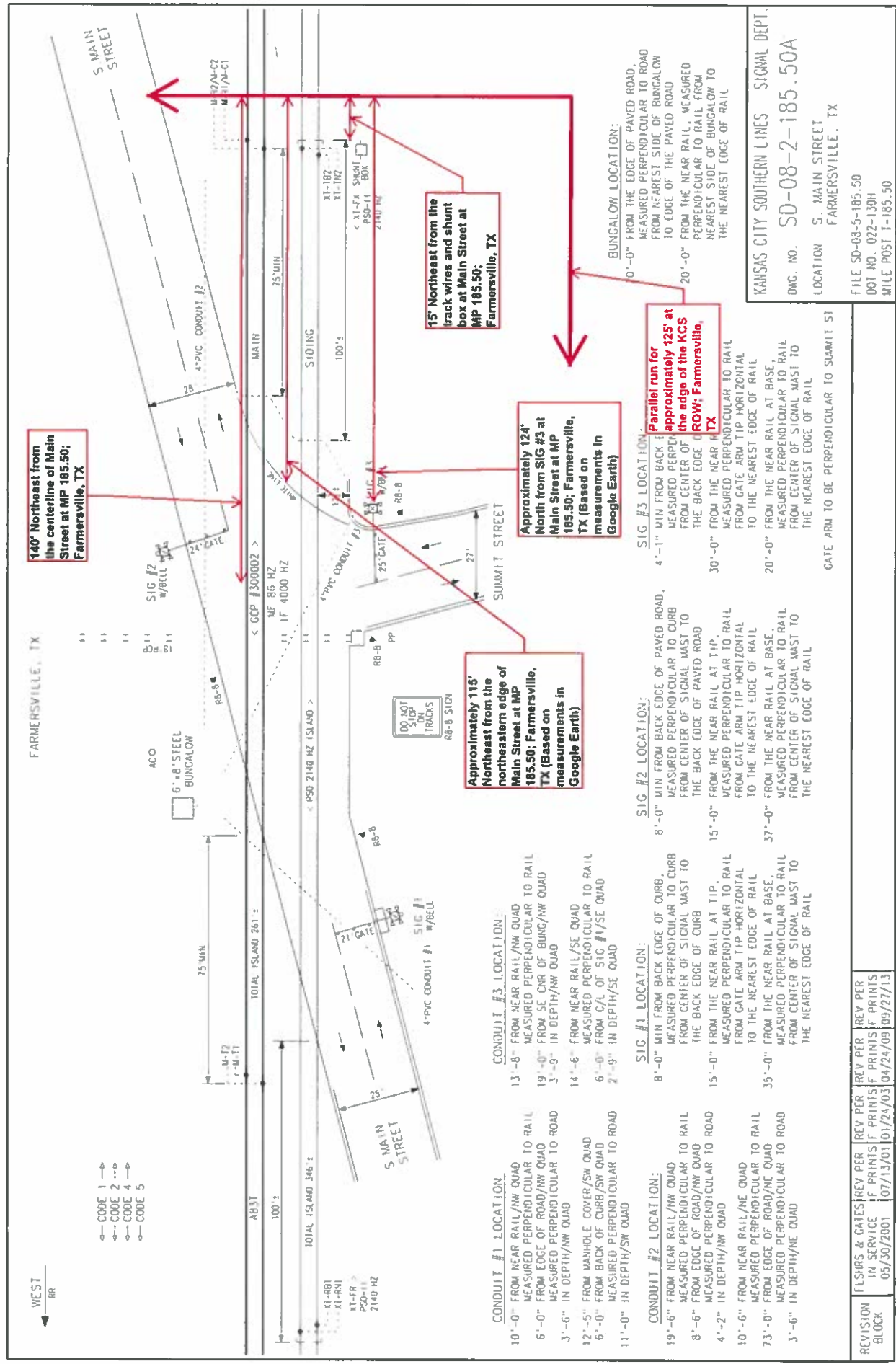
2/28/2017

3/1/2017

Heather Van Hoecke
JaKay Signaling Inc.

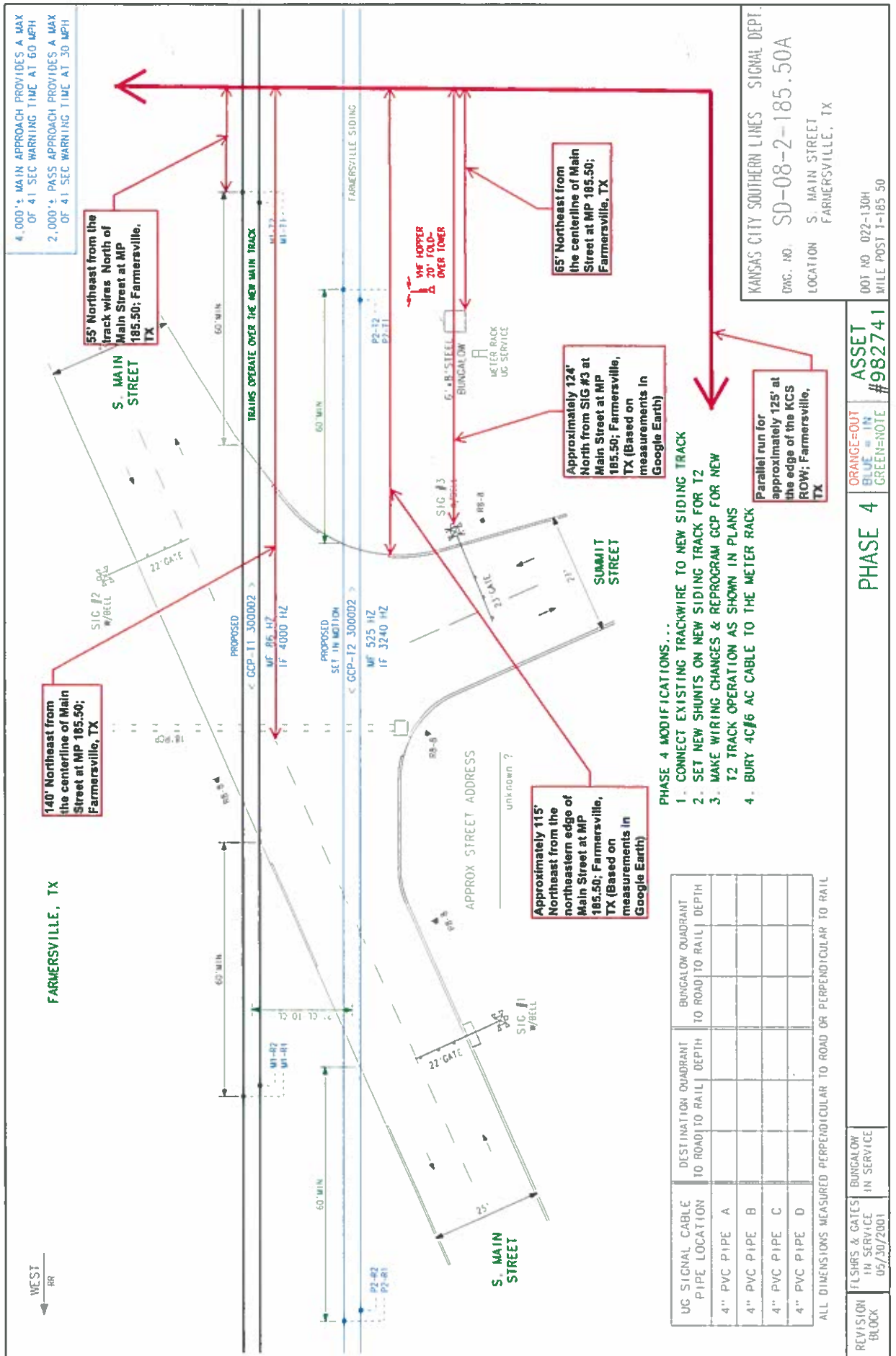
Carmen Wallace
Kansas City Southern Railway

JaKay Signaling Inc.
816-350-3001 ext. 100



KANSAS CITY SOUTHERN LINES SIGNAL DEPT.
 DWG. NO. SD-08-2-185.50A
 LOCATION S. MAIN STREET FARMERSVILLE, TX
 FILE SD-08-5-185.50
 DWT NO. 022-130H
 WILE POST T-185.50

REVISION BLOCK	FLSHPS & GATES	REV PER	REV PER	REV PER	REV PER
	IN SERVICE	IF PRINTS	IF PRINTS	IF PRINTS	IF PRINTS
	05/30/2001	107/13/01	101/24/03	104/24/09	109/27/13



SUGGESTED TOWER LOCATION:
5' ± LEFT OR RIGHT OF THE BUNGALOW
5' ± CLOSER TO TRACK THAN BUNGALOW

NEW BUNGALOW LOCATION:

50'-0"± FROM THE EDGE OF PAVED ROAD,
MEASURED PERPENDICULAR TO ROAD
FROM NEAREST SIDE OF BUNGALOW
TO EDGE OF THE PAVED ROAD

20'-0"± FROM THE NEAR RAIL, MEASURED
PERPENDICULAR TO RAIL FROM
NEAREST SIDE OF BUNGALOW TO
THE NEAREST EDGE OF RAIL

SIG. #3 LOCATION:

4'-3" MIN FROM THE BACK EDGE OF CURB,
MEASURED PERPENDICULAR TO ROAD
FROM CENTER OF SIGNAL POLE TO
THE EDGE OF PAVED ROAD

30'-0" FROM THE NEAR RAIL AT TIP,
MEASURED PERPENDICULAR TO RAIL
FROM GATE ARM TIP HORIZONTAL
THE NEAREST EDGE OF RAIL

20'-0" FROM THE NEAR RAIL AT BASE,
MEASURED PERPENDICULAR TO RAIL
FROM CENTER OF SIGNAL POLE TO
THE NEAREST EDGE OF RAIL

GATE ARM TO BE PERPENDICULAR TO SUMMIT ST

SIG. #2 LOCATION:

8'-3" MIN FROM THE EDGE OF PAVED ROAD,
MEASURED PERPENDICULAR TO ROAD
FROM CENTER OF SIGNAL POLE TO
THE EDGE OF PAVED ROAD

12'-9" FROM THE NEAR RAIL (SHOOFLY TRK) AT BASE,
48'-3" FROM THE NEAR RAIL AT BASE,
MEASURED PERPENDICULAR TO RAIL
FROM CENTER OF SIGNAL POLE TO
THE NEAREST EDGE OF RAIL

GATE ARM TO BE PERPENDICULAR TO SUMMIT ST

SIG. #1 LOCATION:

4'-3" MIN FROM THE BACK EDGE OF CURB,
MEASURED PERPENDICULAR TO ROAD
FROM CENTER OF SIGNAL POLE TO
THE EDGE OF PAVED ROAD

12'-9" FROM THE NEAR RAIL (NEW MAIN) AT BASE,
33'-0" FROM THE NEAR RAIL AT BASE,
MEASURED PERPENDICULAR TO RAIL
FROM CENTER OF SIGNAL POLE TO
THE NEAREST EDGE OF RAIL

GATE ARM TO BE PERPENDICULAR TO SUMMIT ST

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.

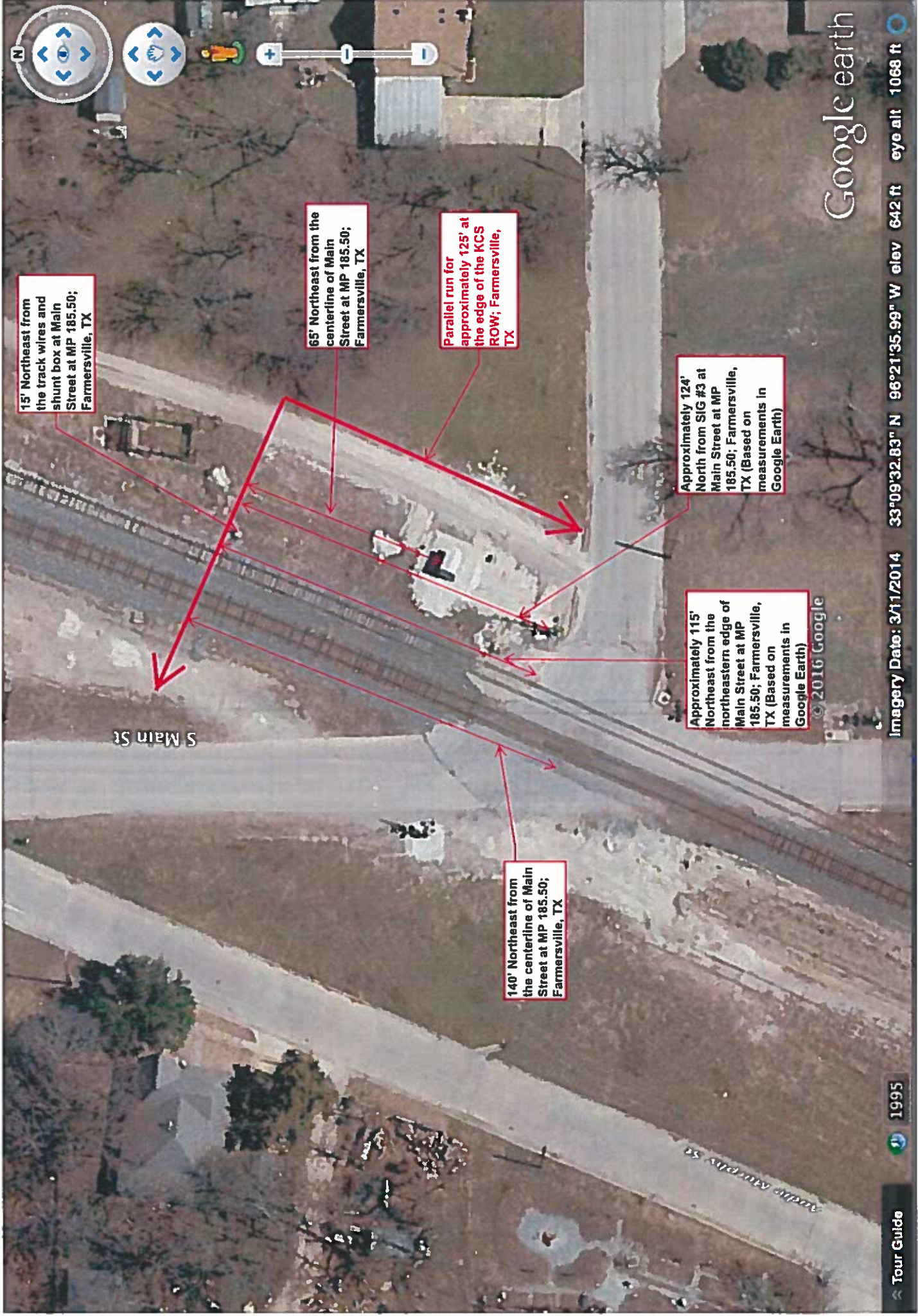
DWG. NO. SD-08-2-185.50B

LOCATION S. MAIN STREET
FARMERSVILLE, TX

DOT NO. 022-130H
MILE POST I-185.50

REVISION
BLOCK

PHASE 4



Google earth

428 428 S Main St



Exit Street View



© 2016 Google
© 2017 Google

Google earth

Imagery Date: 12/2007

33°09'31.53" N

96°21'38.16" W

elev 643 ft

eye alt 651 ft



Report a problem

Tour Guide

Agenda Section	Regular Agenda
Section Number	Error! Reference source not found.
Subject	Consider, discuss and act upon changes to TML insurance rates.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Daphne Hamlin to lead discussion. • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss and act upon interlocal agreement (ILA) with Collin County for Fire Inspection and Fire Plan Review services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	<ul style="list-style-type: none"> • Renewal form for Fire Inspection and Fire Plan Review • ILA with Collin County for Fire Inspection and Fire Plan Review.
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

June 16, 2017

City of Farmersville
Attn: City Mayor
205 S. Main St.
Farmersville TX. 75442

Re:	Contract Name:	Provide Fire Inspection and Fire Plan Review
	Contract Start Date:	November 4, 2013
	Agreement Renewal Period	October 1, 2017 to September 30, 2018 (Renewal 4 of 4)

Dear Mayor:

The aforementioned contract between Collin County and your company will expire on September 30, 2017. The Collin County Purchasing Department is requesting that your company extend this contract for an additional 12 month period to include terms, conditions and pricing set forth in the original bid award.

If you are interested in extending the current contract, please complete the form below and return by July 5, 2017. If you desire to extend this contract.

Should you have any questions, please feel free to contact me at gosinaike@co.collin.tx.us

Sincerely,

Geri Osinaike
Senior Buyer

Please check one:

Yes ☐ I agree to extend the contract with Collin County at the prices established in the original solicitation.
No ☐ I cannot extend the contract.

Signature: _____
Print Name & Title: _____
Date: _____

If your address has changed from above please state new address below:

Street Address: _____
City, State, Zip Code: _____

**INTERLOCAL COOPERATION AGREEMENT
FOR
FIRE INSPECTION AND FIRE PLAN REVIEW SERVICES
FOR COMMERCIAL BUILDINGS**

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, of the Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorize counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the County and the political subdivision named herein as the City of Farmersville, Texas, are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, and the City of Farmersville, Texas, a political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

1. **SERVICES:** As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide political subdivision with the following described governmental functions and/or services:

FIRE INSPECTIONS AND FIRE PLAN REVIEW IN ACCORDANCE WITH 2009 INTERNATIONAL FIRE CODE and the laws and regulations of the City of Farmersville pertaining to fire prevention and fire protection, including all amendments approved by the City Council of the City of Farmersville, Texas.

2. **NONEXCLUSIVITY OF SERVICE PROVISIONS:** The parties agree that the County may contract to perform services similar or identical to those specified on this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

3. **COMPENSATION:** As consideration for the above-described governmental functions and/or services, the City of Farmersville agrees to make payment to Collin County, Texas in the amount of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) per year for each year of the

term of this Agreement including renewal terms. See Exhibit "A" for cost itemization. The City's payment shall be made in quarterly installments to the County in advance, due and payable on the first day of each quarter during the term of this Agreement, including any renewal terms, with the first payment due and payable within ten (10) days from the Effective Date of this Agreement. Such quarters begin on October 1, January 1, April 1, and July 1 of each year hereunder. The City will make all billing and collections from inspection recipients for services provided by Collin County.

4. **TERM:** This Agreement shall be effective from and after the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect in full force and effect through September 30, 2014. At the County's option, and with approval by the Municipality, the Agreement may be renewed for four (4) additional one (1) year periods.

5. **TERMINATION:** Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

6. **AMENDMENT:** This Agreement shall not be amended or modified other than in written agreement signed by the parties.

7. **CONTROLLING LAW:** This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

8. **NOTICES:** Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit in the United States mail or immediately when delivered in person.

All communication provided for in this Agreement shall be addressed as followed:

COLLIN COUNTY:
Collin County Fire Marshal
825 N. McDonald, Suite 140
McKinney, Texas 75069

CITY:
City of Farmersville
City Manager
205 S. Main Street
Farmersville, TX 75442

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party

shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

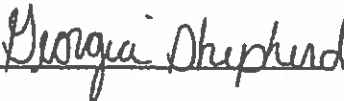
Approved and effective this 6th day of October, 2013.

COLLIN COUNTY, TEXAS
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071

BY: 

TITLE: County Judge

DATE: 11/5/13

ATTEST: 

NAME: Georgia Shepherd

TITLE: Administrative Secretary

CITY OF FARMERSVILLE
205 S. Main Street
Farmersville, TX 75442

BY: 

TITLE: Mayor

DATE: October 8, 2013

ATTEST: 

NAME: Edie Sims

TITLE: City Secretary

Exhibit "A"

Annual Fire Inspection per location = \$25.00 each (180 locations are currently existing)	\$4,500.00
Certificate of Occupancy = \$95.00 each (10 Certificate of Occupancies are expected)	\$ 950.00
Plan Review = \$100.00 each (3 Plan Reviews are expected)	\$ 300.00
	=====
ESTIMATED COST FOR COUNTY FIRE MARSHAL SERVICE	\$5,750.00

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss and act upon a Developer's Agreement between the City of Farmersville and Camden Park.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	Developer's Agreement
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

AFTER RECORDING, RETURN TO:

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

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF FARMERSVILLE, TEXAS
AND
SHG LAND INVESTMENTS OF FARMERSVILLE, LTD.
*Camden Park Road & Sewer Projects***

This Development Agreement is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **SHG LAND INVESTMENTS OF FARMERSVILLE, LTD.**, a Texas limited partnership ("Developer") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, Developer is developing and constructing a multiple use Planned Development identified as Camden Park that includes commercial, residential (277 dwelling units) and multi-family components ("Camden Park") the zoning for which Planned Development has been previously approved by the City on the north side of Audie Murphy Parkway (U.S. 380) near the City's eastern corporate limits; and

WHEREAS, Developer must construct a sanitary sewer lift station with gravity flow sanitary sewer lines and force main lines to serve Camden Park; and

WHEREAS, Developer must remove that section of Old McKinney Road, which is a sweeping curve, that extends County Road 611 from a north-south roadway into an east-west roadway situated to the south and east of the intersection of County Roads 610 and 612 (the "Road Project") in Farmersville to minimize traffic movements that conflict with access to and from Camden Park; and

WHEREAS, City has requested that the sanitary sewer lift station and related gravity flow sanitary sewer lines and force main lines required to serve Camden Park be upsized and placed in a location that will also assist the City to provide sanitary sewer service to other properties adjacent to and abutting Camden Park and extending to the west of Camden Park that are situated in the same drainage basin (the "Camden Park Area") (collectively the "Sewer Project"); and

WHEREAS, the Parties desire to enter into this Development Agreement ("Agreement") to apportion the costs and responsibility for the design and construction of the Sewer Project and the Road Project between the City and Developer; and

WHEREAS, the Sewer Project and the Road Project will enhance and promote economic development in the City, promote the development of new and expanding business enterprises, stimulate commercial development activity, generate additional sales tax and enhance the property tax base and economic vitality of City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Developer do mutually contract and agree as follows, to-wit:

A. INCORPORATION OF RECITALS

The Recitals set forth above, are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

B. PROPERTY

This Agreement is for property located in an area located generally north of Audie Murphy Parkway (U.S. 380) and west of County Road 610 (C.R. 610) in the City of Farmersville, Collin County, Texas, containing approximately 100.81 acres of land, more fully described in Exhibit "A" attached hereto and fully incorporated herein by reference (the "Property").

C. PUBLIC IMPROVEMENTS

Developer agrees to escrow funds with the City for the construction of the Sewer Project for the subdivision to be known as **Camden Park** as provided herein below in this Agreement. Developer also agrees to perform the work associated with the Road Project for the subdivision to be known as **Camden Park** as provided herein below in this Agreement.

DEVELOPER agrees to complete all other required public infrastructure for the subdivision to be known as **Camden Park** prior to the recording of the record plat save and except those improvements identified herein below in this Agreement and the attached Exhibits, the funds for the design and construction of which Sewer Project is being escrowed contemporaneously with the execution of this Agreement.

1. Road Project

Developer shall be solely responsible for the payment of all costs and the performance of all work associated with removing the paving of that portion of Old McKinney Road which is a sweeping curve that extends County Road 611 from a north-south roadway into an east-west roadway and allows traffic to avoid the T-intersection of County Road 611 with County Roads 610 and 612 and thereafter regrading, leveling and

compacting the soil disturbed by the removal of such paved roadway section all in accordance with the Farmersville Code and any applicable State or Federal statute, rule or regulation (the "Road Project"). In this regard, Developer shall:

- (a) Enter into contracts for and cause the Road Project to be designed and constructed in a good and workmanlike manner free of any and all defects, liens and encumbrances and in accordance with the Farmersville Code and any applicable State or Federal statute, rule or regulation;
- (b) Require its general contractor and any and all subcontractors to provide insurance of the types and in the minimum limits determined by City, which insurance shall also identify the City as an "Additional Insured" on each policy providing liability insurance coverage and a waiver of subrogation on each worker's compensation and employer's liability insurance policy; and
- (c) Developer will issue a notice to proceed with the construction of the Road Project to the Bidder on or before December 31, 2017.

The Developer will not be responsible for re-establishing vegetation and landscaping the area disturbed by the removal of the paved roadway section through the Road Project after the area has been regraded, leveled and compacted. The re-establishment of vegetation and landscaping in such previous roadway section shall be the responsibility of the City.

2. Sewer Project

Developer shall dedicate as a part of the Sewer Project and at no cost to City, all easements upon and across the Property as may be necessary for the construction of the required public utility improvements necessary to the Sewer Project.

C. ESCROW FOR SEWER PROJECT

- 1. Developer shall escrow a cash deposit with the City in the amount of Four Hundred Forty-Three Thousand Two Hundred Fifty Dollars (\$443,250) (the "Escrow Deposit") for Developer's portion of the design and construction of the sanitary sewer lift station and force main components of the Sewer Project sufficient to serve Camden Park.
- 2. Developer shall pay the Escrow Deposit to the City on or before July 31, 2017. The City shall hold these funds in an interest-bearing escrow account in accordance with this Agreement. The escrow account interest

rate shall be established in the City's discretion, and may vary. The City shall have the right to use any interest generated on the Escrow Deposit to cover unexpected or incidental costs of completion, including the City's administrative expenses.

D. DESIGN AND CONSTRUCTION OF SEWER PROJECT

1. Developer agrees and understands that the City makes no assurances or representations that the Sewer Project will be constructed and accepted prior to any date certain or in conjunction with the completion or acceptance of any particular phase of Camden Park. The City shall be allowed to undertake the design, construction and acceptance of the Sewer Project at such time as the City deems it desirable or necessary, and in the sole discretion of the City save and except to the extent specifically provided otherwise herein.
2. The Developer agrees that the City shall have the right to enter upon Developer's property to survey, stake, bore, construct and install the Sewer Project at such time as the City deems necessary. The CITY may at its sole option and discretion enter into one or more agreements with third parties who shall be authorized to design and/or construct the Sewer Project and enter upon Developer's property to survey, stake, bore, construct and install the Sewer Project at the City's direction.
3. Subject to Developer's payment of the Escrow Deposit, the City will competitively bid the construction of the Sewer Project in accordance with the requirements of Texas law; and, that such competitive bid process will include: (a) the provision of insurance coverage, in the types and amounts of coverage determined in the sole discretion of the City, that names the Developer as an additional insured on the commercial general liability, automobile liability and excess liability insurance coverages and further provides Developer with a waiver of subrogation on the workers' compensation and employer's liability insurance coverages; and (b) the provision of statutorily required performance and payment bonds for the construction of the Sewer Project as well as a two-year maintenance bond assuring the proper operation of the Sewer Project for a period of two years.
4. City hereby agrees that City shall, subject to Developer's payment of the Escrow Deposit award the bid for the construction of the Sewer Project and monitor and supervise, based on Developer's provision of construction management services, and issue a notice to proceed with the construction of the Sewer Project to the low responsible bidder, as determined by City in City's sole discretion, on or before September 30, 2017.

5. Developer specifically authorizes the City to utilize the Escrow Deposit to pay for the design and construction of the Sewer Project and all necessary appurtenances to said improvements.

E. REFUND OF BALANCE OF ESCROW DEPOSIT

Upon receipt of written request from Developer, City shall within ninety (90) days following (a) City's final acceptance of the Sewer Project and (b) City's payment of all sums due and owing to the construction contractor, any balance remaining in the Escrow Deposit after all such deductions and payments therefrom have been made.

F. IMPACT FEE CREDITS

1. Assignment And Expiration Of Utility Impact Fee Credits

- (a) City agrees to grant Developer utility impact fee credits in conjunction with the City's final acceptance of the Sewer Project and subject to Developer's payment of the Escrow Deposit.
- (b) If Developer pays the Escrow Deposit to City the impact fee credits shall vest and attach to the Property upon the City's final acceptance of the Sewer Project following the Developer's construction and payment of all fees for the first thirty (30) single family dwelling units constructed on the Property.
- (c) The Impact Fee Credits granted under this agreement shall only be assigned with the City's consent. The impact fee credits shall have no expiration; but in any event, the impact fee credits shall only be applied to the Property. Application of the impact fee credits to future developed lots and any reimbursement for unused impact fee credits shall be governed by the City's impact fee program.

2. Value Of Utility Improvements

- (a) The City has agreed to grant Developer impact fee credits in an amount proportionate to the Sixty-Eight Thousand Two Hundred Fifty Dollars (\$68,250) paid by Developer for the Developer's proportionate cost to design and construct the force main sanitary sewer pipe component of the Sewer Project.
- (b) Developer and City agree that the value of such financial contribution shall be expressed in Service Unit Equivalents. The utility impact fee credits which shall attach to the Property under

this Agreement shall be determined upon City's final acceptance of the Sewer Project.

3. Use Of Impact Fee Credits

Impact fee credits shall be used only for the Property. Service Unit calculations for proposed uses on the Property shall be in accordance with the then existing provisions of the City's impact fee program. Unused impact fee credits shall not be transferable to any other tract or parcel of land and cannot be applied to other fees, or used on other tracts; however, impact fee credits shall be subject to any reimbursements allowed by then existing ordinances after City's final acceptance of the Sewer Project as impact fee funds may be available for that purpose. Upon the exhaustion of the impact fee credits by Developer on the Property, any additional development on the Property (such as the creation of additional lots) shall pay then existing utility impact fees or receive credits for construction of additional utility improvements under then existing ordinances.

G. CITY DEVELOPMENT ORDINANCES

Developer shall develop the Property in accordance with the standards as set forth in City of Farmersville zoning, subdivision and land development ordinances, including but not limited to provisions as to drainage, erosion control, pro rata payments, storm water, park land dedication, impact fees, street design standards, public improvements policy and construction standards.

H. NO WAIVER

Nothing herein shall relieve the Developer, its successors, assigns, vendors, grantees, and/or trustees, from its responsibilities for construction of public improvements under applicable development ordinances upon development of the Property. Developer shall not be entitled to utility impact fee credits for any line that is not actually constructed or which is not constructed in accordance with the City's Master Plan and development ordinances.

I. AGREEMENT MAY NOT BE PLEDGED AS COLLATERAL

Developer may not pledge this Agreement, or any credits granted hereunder, as collateral for purposes of securing financing for development of the Property.

J. GENERAL PROVISIONS

1. Notice Of Default; Opportunity To Cure; Remedies

- (a) Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.
- (b) Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.
- (c) Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.
- (d) The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the Subdivision Ordinance or any City development regulation, the City may terminate this Agreement. Upon termination pursuant to this subsection, all impact fee credits shall terminate.

2. Entire Agreement; Interpretation Of This Agreement

- (a) This Agreement including any attached exhibits is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein. If there is a conflict between this Agreement and prior written or verbal representations, this Agreement shall control.
- (b) This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for or against either Party.

3. Amendment

No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties hereto,

which amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

4. No Amendment Of Other Agreements

Unless otherwise expressly stipulated herein, this Agreement is separate from and will not constitute an amendment or modification of any other agreement between the Parties.

5. Other Instruments, Actions

The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

6. No Third Party Beneficiaries

Except as otherwise expressly provided herein to the contrary, nothing contained in this Agreement shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies by, through, under or because of this Agreement.

7. Applicable Law; Venue

This Agreement shall be construed under and according to the laws of the State of Texas. Personal jurisdiction and venue for any suit arising hereunder shall be in Collin County, Texas.

8. Severability

The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

9. Counterparts

The Parties may execute this Agreement in one or more duplicate originals each of equal dignity.

10. Notices

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer:

SHG Land Investments
of Farmersville, Ltd.
9400 N Central Expressway
Suite 475
Dallas, Texas 75231-5153

City of Farmersville:

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

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

11. No Waiver Of Agreement

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the subdivision ordinance, the sewer and water impact fee ordinance, or the roadway impact fee ordinance.

12. Attorney's Fees

Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety except as otherwise specified by the court.

13. Governmental Authority

Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the

facilities and utility improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

14. Assignability

This Agreement shall not be assignable by Developer without the prior written consent of the City.

15. Binding Obligation

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

16. Indemnity And Hold Harmless Agreement

Developer, its 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 Developer, and only to the extent or percentage attributable to Developer, in the subdividing, development, or construction of public improvements, including the negligent maintenance thereof. Developer shall not be responsible for or be required to indemnify City from City's own negligence. The indemnity contained in this Paragraph shall expire five (5) years from the date of final acceptance of each phase of the improvements.

17. Revocation

In the event Developer fails to comply with any of the provisions of this Agreement, City shall be authorized to revoke any and all Certificates of Occupancy that may have been previously issued in relation to the subdivision and/or development of Property; and City shall be further authorized to file this instrument in the records of Collin County as a Mechanic's Lien against Developer's property; and in the alternative, City shall be authorized to levy an assessment against Developer's property for public improvements to be held as a tax lien against the Property by City.

18. Rough Proportionality And Waiver Of Claims

Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer 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.) Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, Developer hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those 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 Developer's responsibility for roadway and utility improvements for the Property. Developer 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. Developer further releases City from any and all claims based on excessive or illegal exactions; it being agreed that Developer's infrastructure contribution(s) (after receiving all contractual offsets, credits and reimbursements) is roughly proportional or roughly proportionate to the demand that is placed on the roadway and utility systems by THE development of Developer's Property. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **Developer shall indemnify and hold harmless City from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

19. Continuity

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

20. Termination And Release

Upon satisfactory completion by Developer AND City of their respective obligations under this Agreement and final acceptance of the Sewer Project and the Road Project by CITY, this Agreement shall terminate and CITY will execute a release of covenant to Developer, its heirs, successors, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

EXECUTED TO BE EFFECTIVE on this the ____ day of _____, 2017.

CITY OF FARMERSVILLE, TEXAS

By: _____
Diane C. Piwko, Mayor

ATTEST:

By: _____
Sandra Green, City Secretary

**SHG LAND INVESTMENTS OF
FARMERSVILLE, LTD.**, a Texas limited
partnership, by and through BEL AIR HOMES
INC., a Texas corporation

By: _____
M. T. Akhavizdeh
President

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Diane C. Piwko, Mayor of the CITY OF FARMERSVILLE, a Texas Municipal Corporation, known to me to be the person who's 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 _____, 2017.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2017, by M. T. Akhavizdeh in his capacity as President of BEL AIR HOMES INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Bel Air Homes Inc. is the General Partner of **SHG LAND INVESTMENTS OF FARMERSVILLE, LTD.**, a Texas limited partnership, and that he executed the same on behalf of and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2017.

Notary Public Collin County, Texas
My commission expires _____

EXHIBIT "A"

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Update on Collin County Roadway Action Plan.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	Power Point presentation
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

LOCAL GOVERNMENT COORDINATION MEETING

June 1, 2017

Plano Municipal Center - Senator Florence Shapiro Council Chambers
Plano, Texas



North Central Texas Council of Governments

COLLIN COUNTY STRATEGIC ROADWAY PLAN

CONSIDERATIONS FOR EXPEDITED IMPLEMENTATION

WELCOME + INTRODUCTIONS

NCTCOG STAFF

Michael Morris, P.E. - Director of
Transportation

Dan Lamers, P.E. - Senior Program Manager

Jeff Neal - Program Manager

Chris Reed - Senior Transportation Planner

ROADWAY ACTION PLAN FOR COLLIN COUNTY

Corridor 1 (Near Term): US 75

- Widening in Allen
- Ridgeview Drive Interchange
- PGBT Interchange Ramp Improvement
- Technology Lane

Corridor 2 (Near Term): Collin County Outer Loop

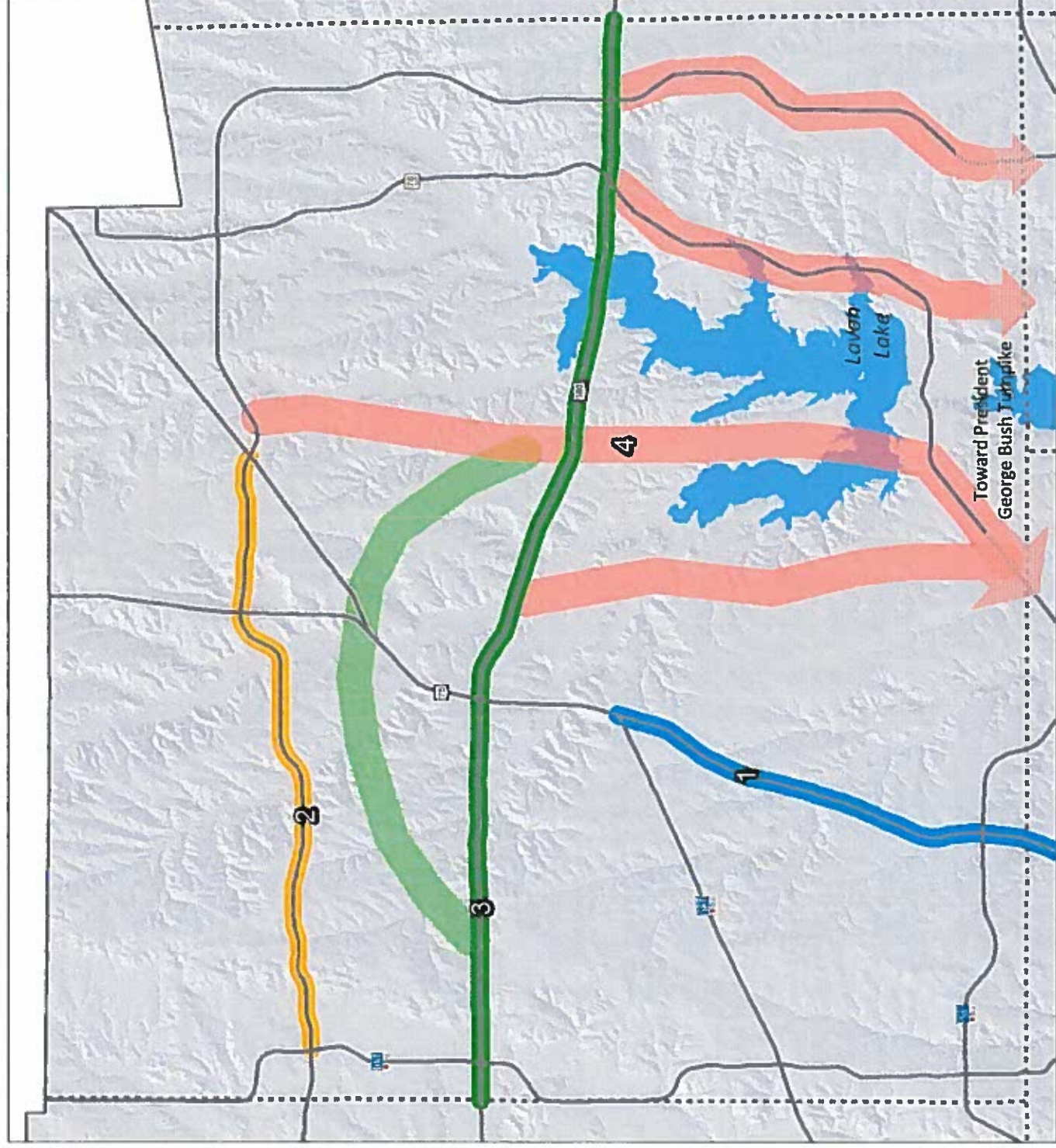
- Staged construction of frontage roads

Corridor 3 (Near Term): US 380

- Countywide Study
- McKinney Bypass

Corridor 4 (Longer Term): Collin County Strategic Transportation Initiative

- Study of non-tolled north/south roadway needs and opportunities



US 75 TECHNOLOGY CORRIDOR

CSJ #0047-06-158

Completion – TBD (prior to 2020)

Cost = \$50,000,000 (estimated)

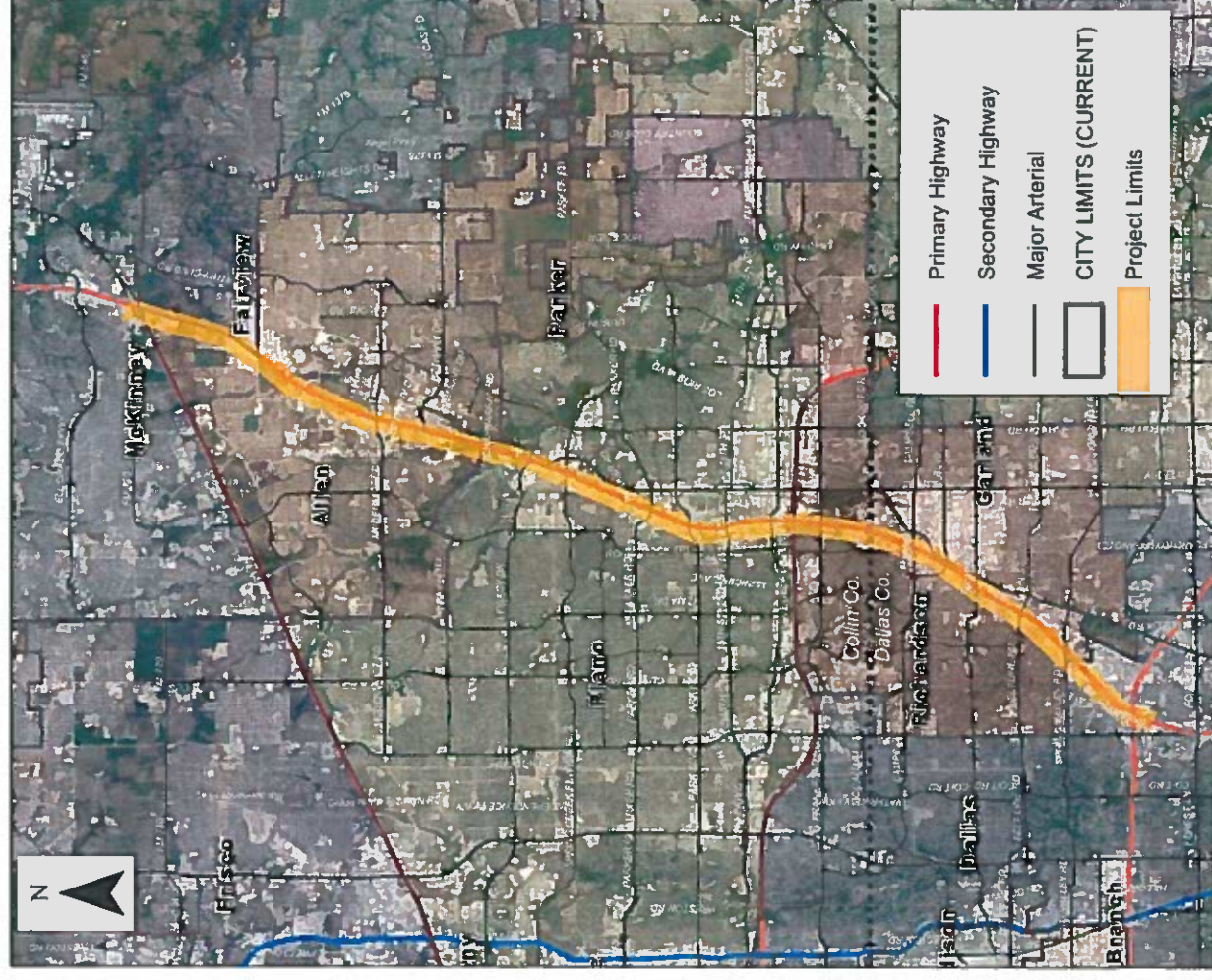
Limits – SH 121 (Sam Rayburn
Tollway) to IH 635

Remove existing one-lane
concurrent HOV facility

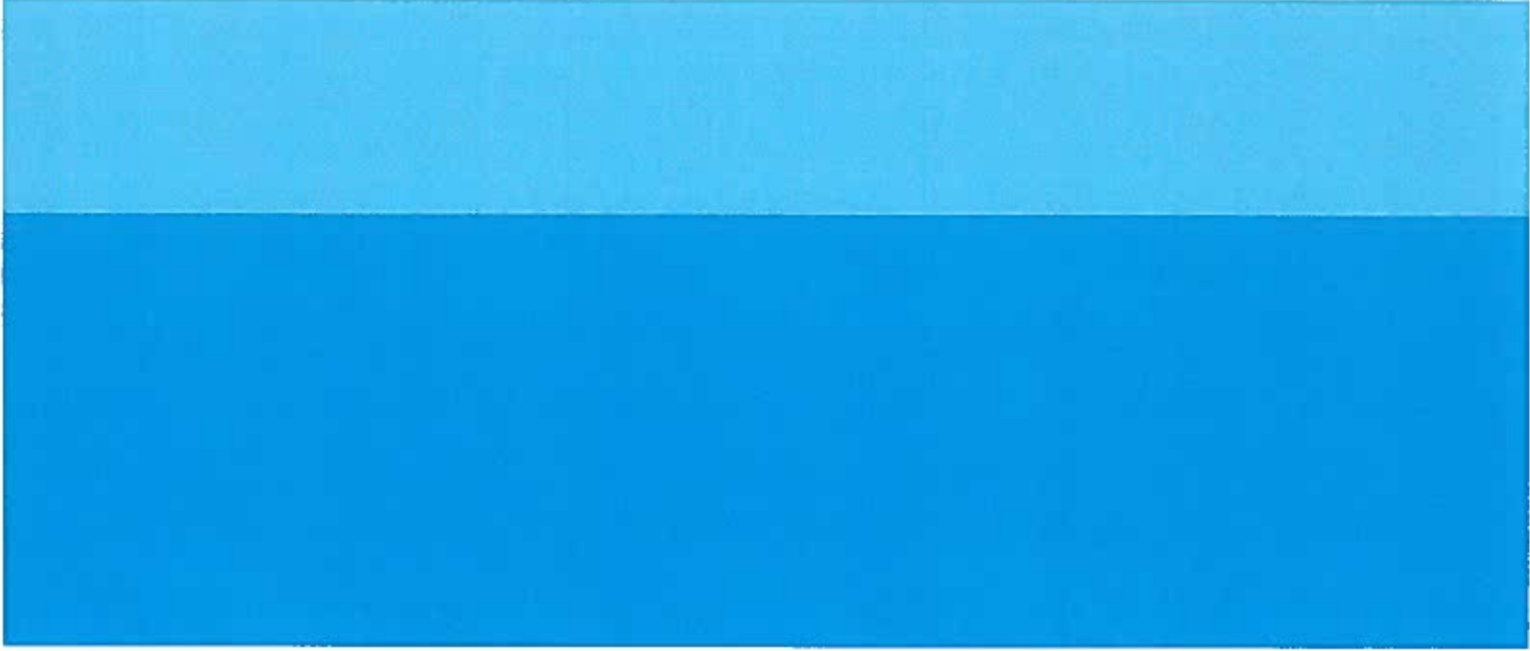
Enable mixed-traffic use of left
shoulders for peak-period travel
and incident management
during non-peak periods

Apply new technologies for
enhanced congestion mitigation

Restore 12-foot width to existing
eight general purpose lanes



COMMUNICATION + FEEDBACK



CORRIDOR-SPECIFIC LOCAL GOVERNMENT FEEDBACK

Previous Meetings

February 16, 2017 – City and County Technical Staff

March 31, 2017 – Elected Officials Briefing

Communication and Feedback

Lake Corridor

St. Paul

Anna

Princeton

Farmersville

Wylie

Collin County

West Corridor

Sachse

Lucas

Collin County

Dallas County

SH 78/SH 205/John King Corridor

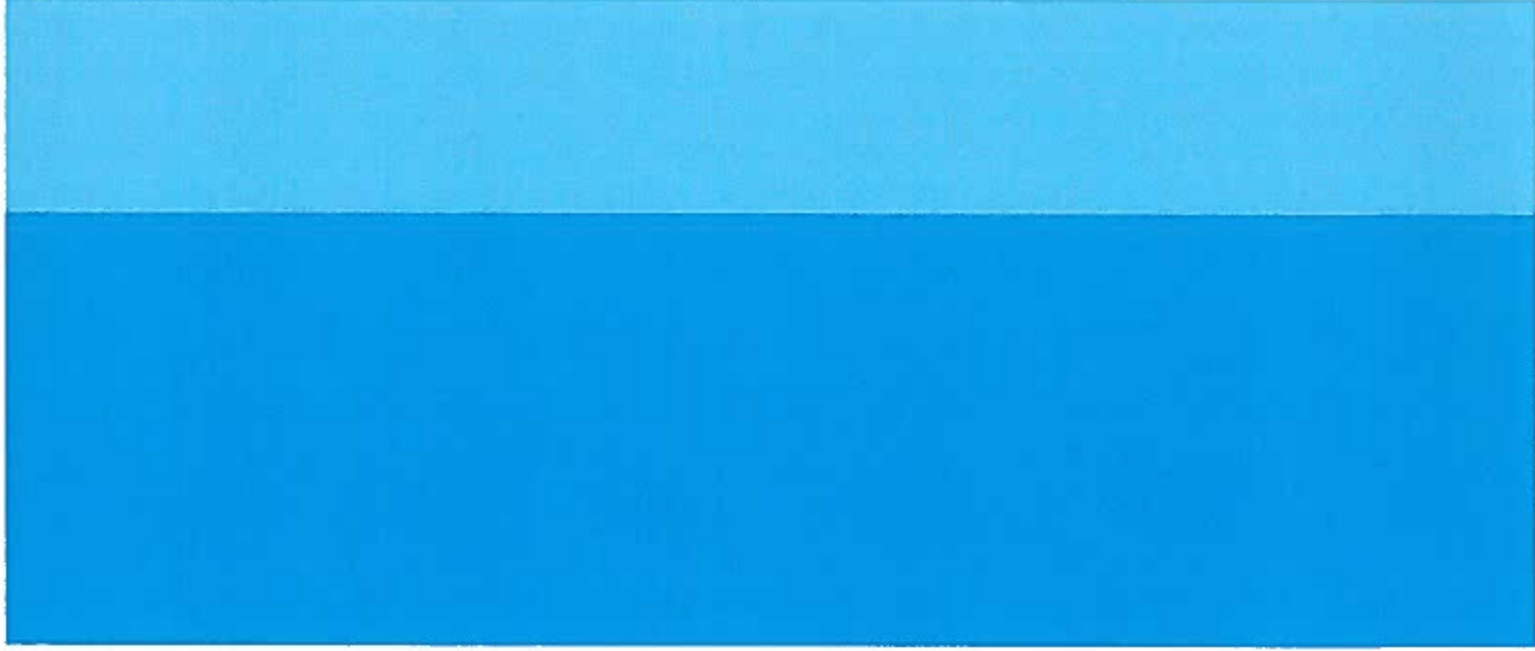
Rockwall County

Collin County

Collin County Outer Loop

Collin County

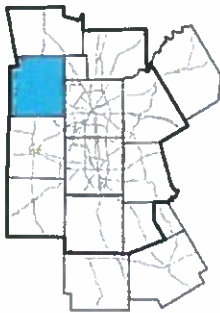
SUMMARY OF NORTH/SOUTH SCENARIOS



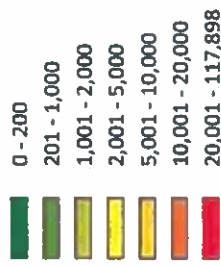
COLLIN COUNTY

NCTCOG Demographic Forecast
2040 Total Activity Density

DRAFT DOCUMENT



2040 Total Activity Within One Mile



Year 2040 Roadway Network

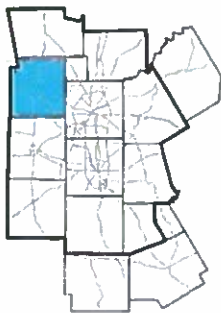


North Central Texas Council of Governments

COLLIN COUNTY

Mobility 2040 Roadway Network
Level of Service

DRAFT DOCUMENT

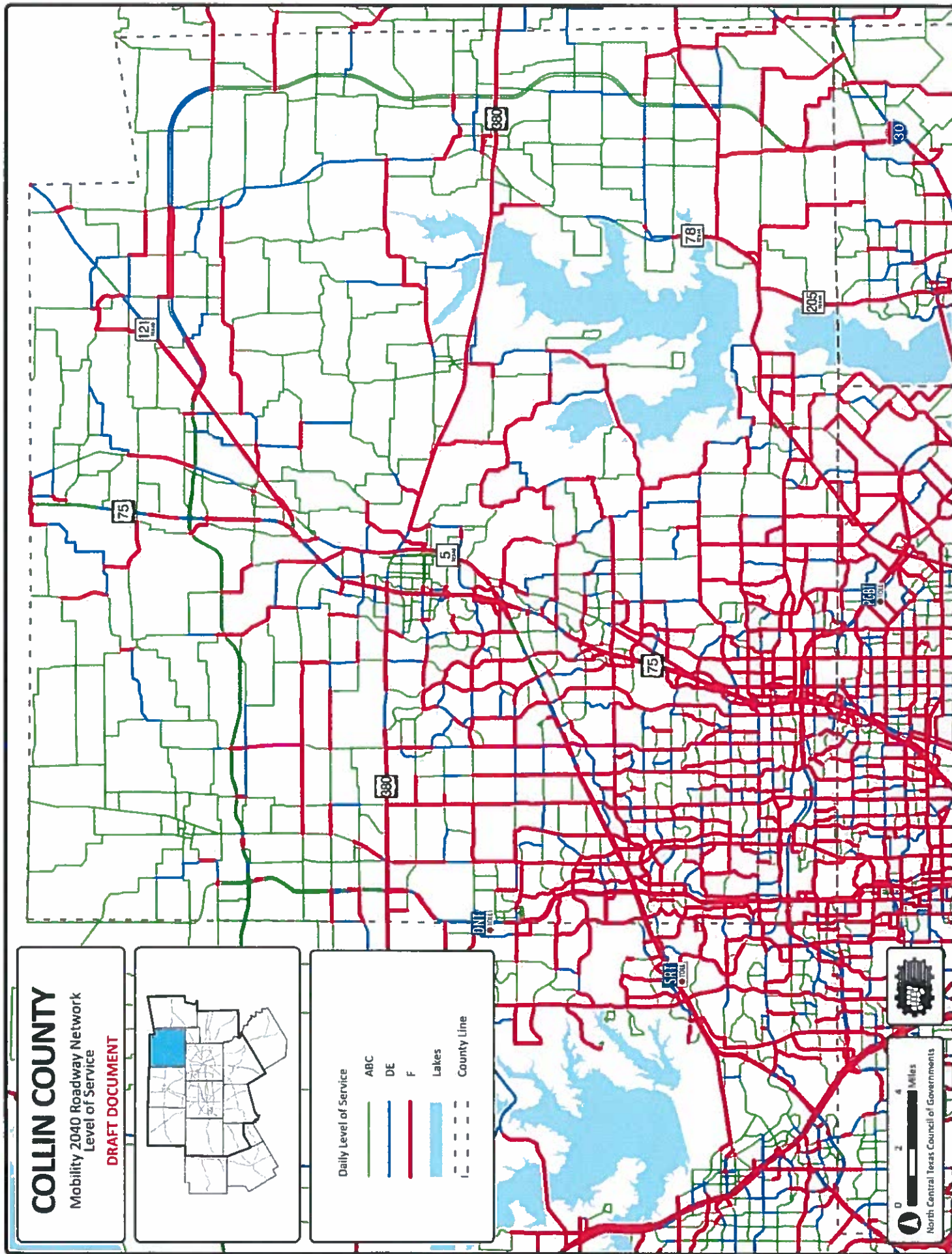


Daily Level of Service

- ABC
- DE
- F
- Lakes
- County Line



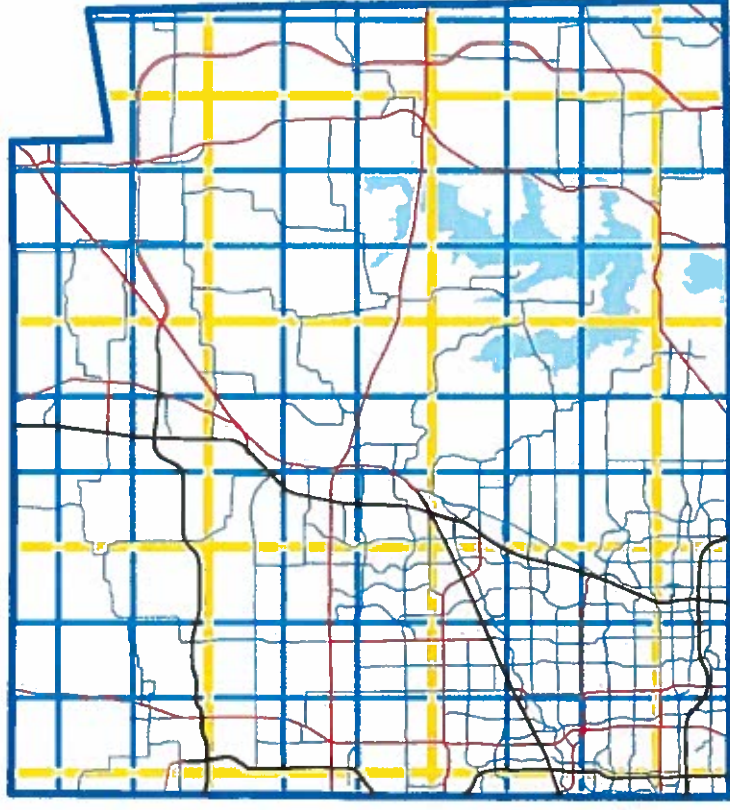
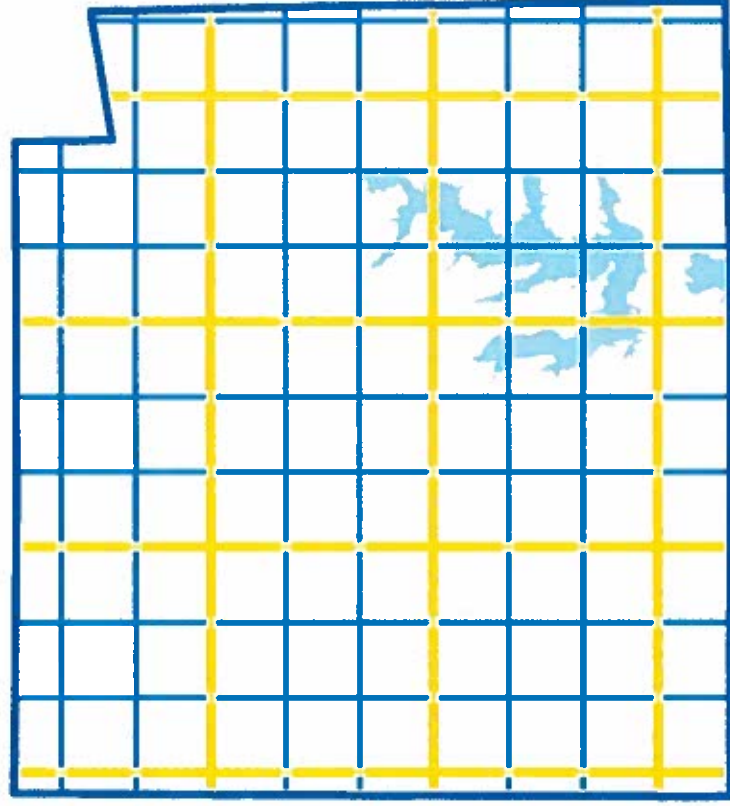
North Central Texas Council of Governments



FACILITY SPACING IN COLLIN COUNTY

Theoretical Facility Spacing
(Freeways ≈ 10 mi.,
Principal Arterials $\approx 2\text{-}5$ mi.)

Theoretical Facility Spacing overlaid
on Year 2040 Roadway Network



Freeway Principal Arterial

**West Corridor
Magnitude of Volume Change
DRAFT DOCUMENT**



Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network

County Line

County Line

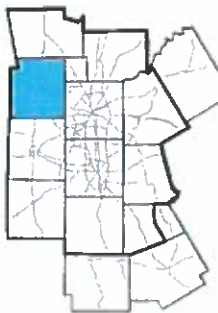
Percent change from 2040
Baseline in yellow callout boxes.



COLLIN COUNTY

Lake Corridor
Magnitude of Volume Change

DRAFT DOCUMENT



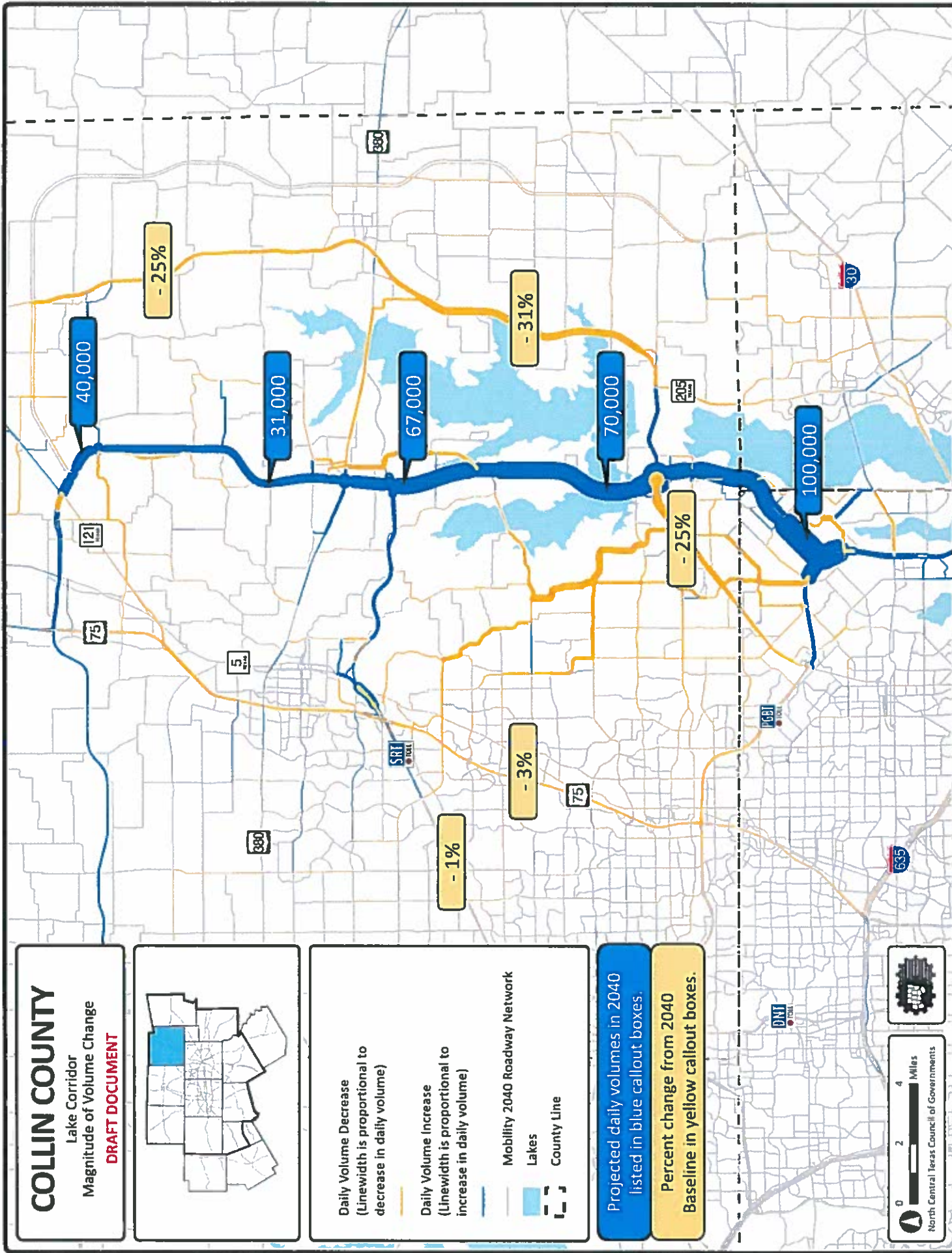
Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

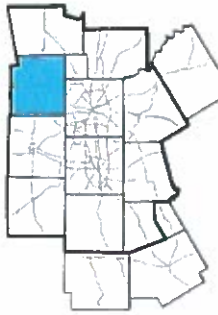
Projected daily volumes in 2040
listed in blue callout boxes.

Percent change from 2040
Baseline in yellow callout boxes.



COLLIN COUNTY

Outer Loop Corridor
Magnitude of Volume Change
DRAFT DOCUMENT



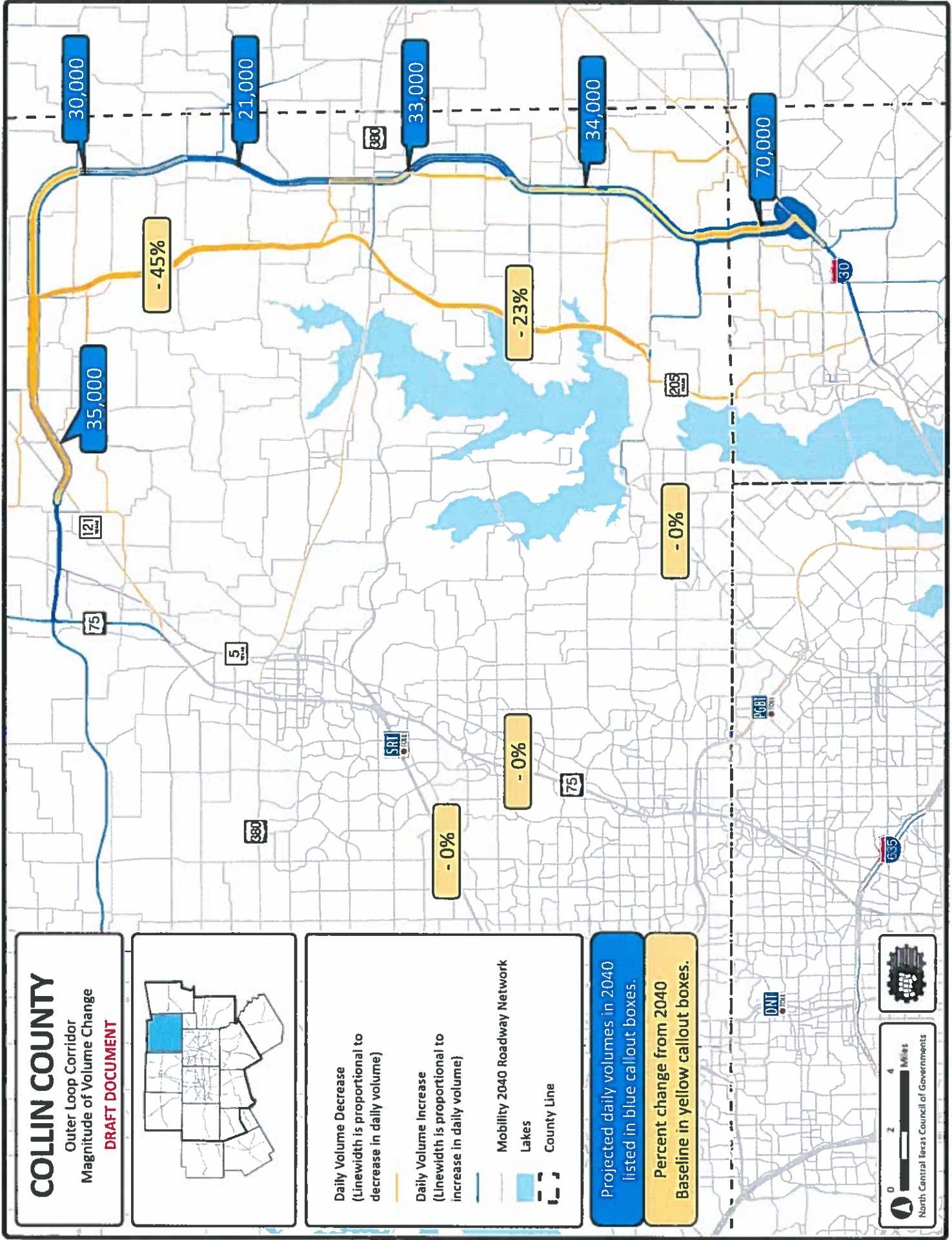
Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

Projected daily volumes in 2040 listed in blue callout boxes.

Percent change from 2040 Baseline in yellow callout boxes.



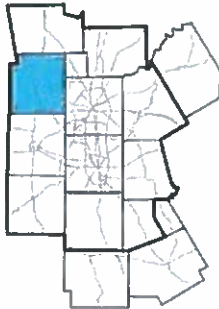
SUMMARY OF FINDINGS (UPDATED FROM MARCH 31ST MEETING)

1. US 75 must be solved independently.
2. Computer simulation supports theoretical spacing of facilities.
3. Significant focus should be placed between Lake Lavon and Lake Ray Hubbard due to N/S and E/W movements.
4. Spur 399 Extension should get significant consideration. Focus on expediting engineering services for TxDOT.
5. Lake Corridor alignment should be considered as a staged freeway (with parkway design). Evaluate reversible facility.
6. SH 78/SH 205/John King should continue to be advanced as a thoroughfare (US 380 to IH 30) and proceed through environmental process.
7. Collin County Outer Loop should continue to advance as a staged freeway.
8. N/S corridor roadway system should be (west to east starting at US 75): **freeway/operational improvements/freeway/thoroughfare/freeway.**
9. Are we ready to advance the Spur 399 Extension (to TxDOT), Lake Corridor, and Collin County Outer Loop (US 380 to IH 30) through environmental process?

COLLIN COUNTY

Collin County Strategic Roadway Plan
North/South Roadway Opportunities

DRAFT DOCUMENT

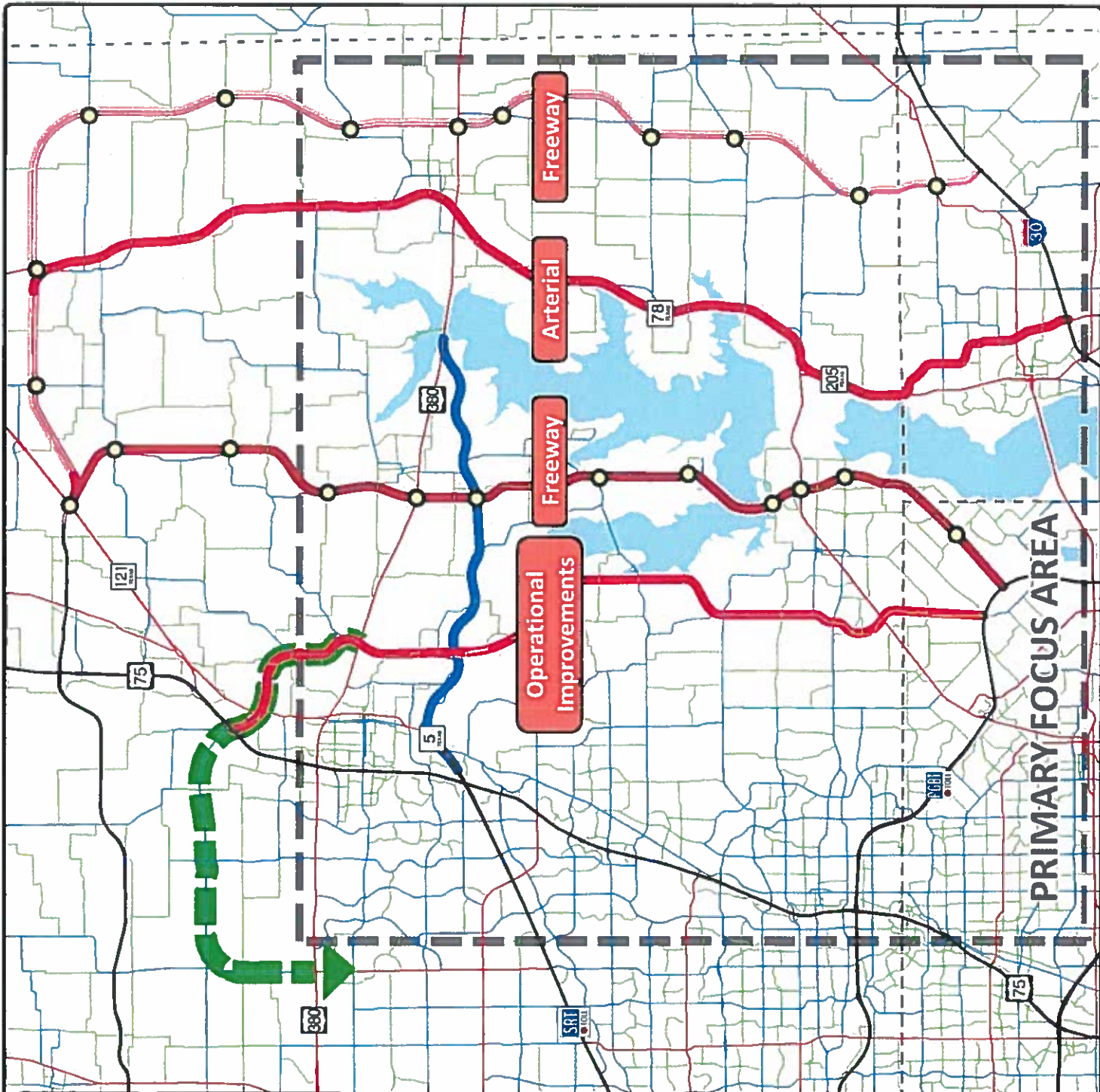


Proposed Roadway Corridors

- West Corridor
- Lake Corridor
- SH 78/SH 205/John King Corridor
- Collin County Outer Loop
- Spur 399 Extension
- McKinney Bypass
- Proposed Interchange

Year 2040 Roadway Network

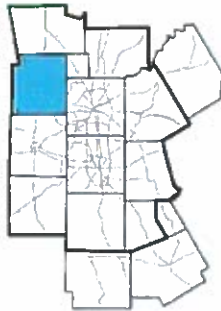
- Freeway, Tollway, Express Lane
- Principal Arterial
- Minor Arterial
- Collector
- Frontage/Service
- Focus Area Boundary
- County Line
- Lakes



PRIMARY FOCUS AREA

COLLIN COUNTY

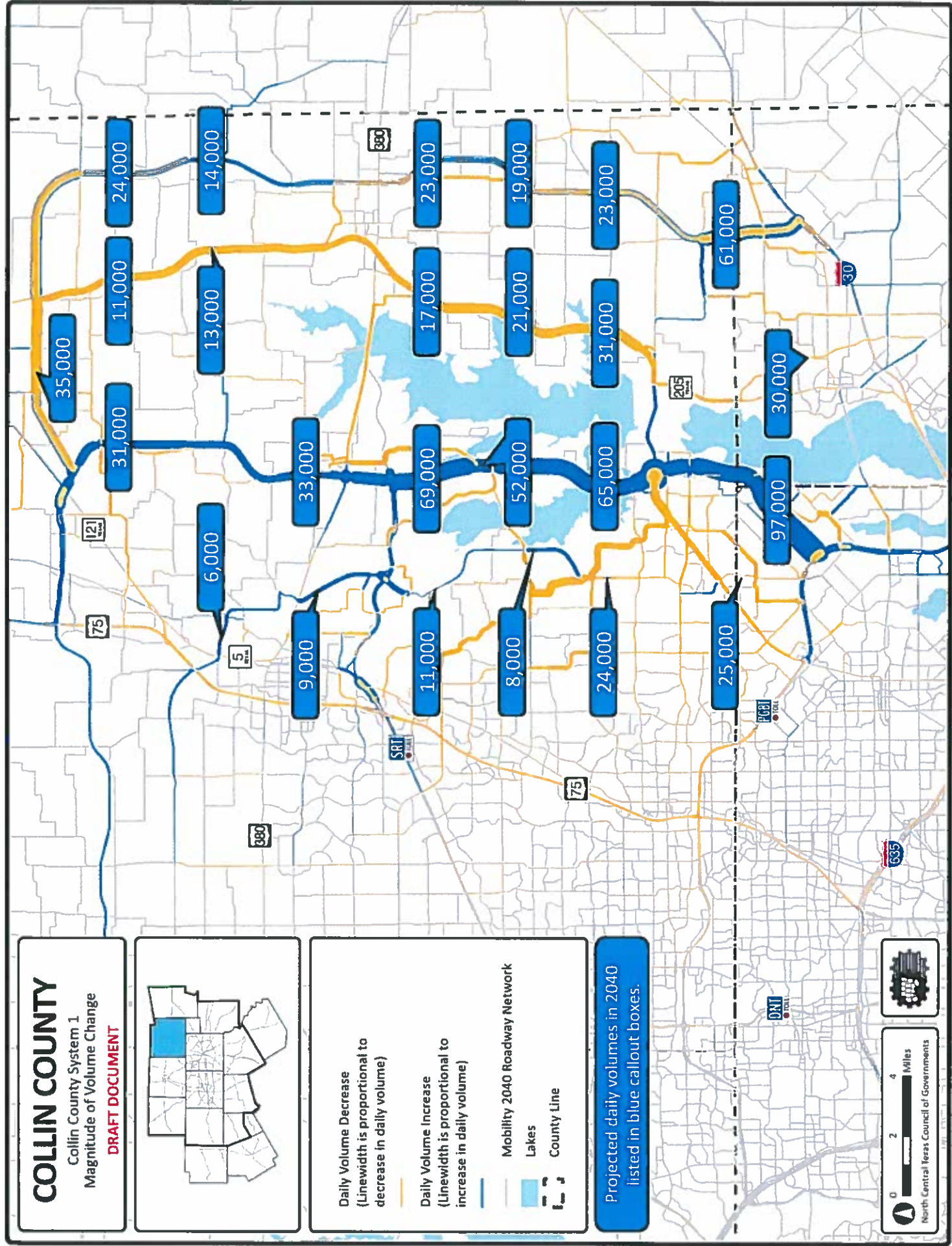
Collin County System 1
Magnitude of Volume Change
DRAFT DOCUMENT



- Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)
- Daily Volume Increase
(Linewidth is proportional to increase in daily volume)
- Mobility 2040 Roadway Network
- Lakes
- County Line

Projected daily volumes in 2040
listed in blue callout boxes.

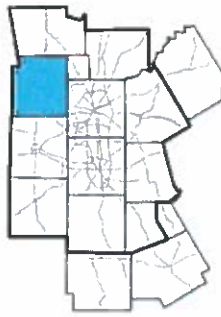
North Central Texas Council of Governments



COLLIN COUNTY

Lake Corridor with Reversible Lanes
Magnitude of Volume Change

DRAFT DOCUMENT



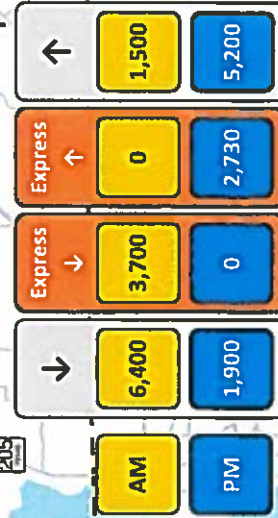
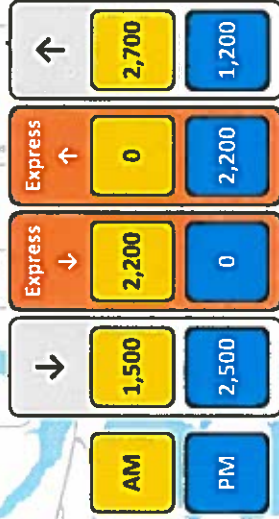
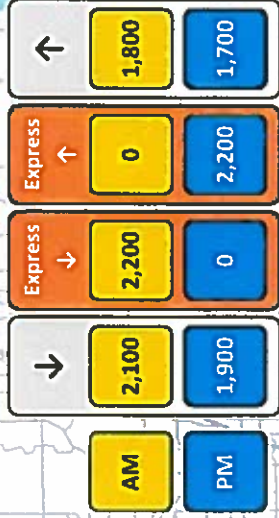
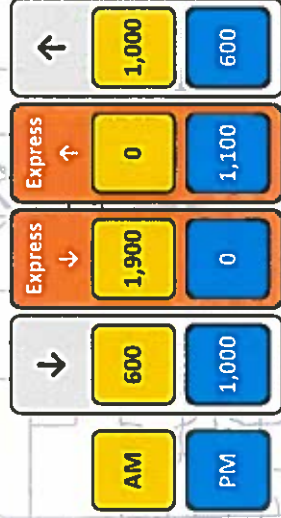
Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

Reversible Express Lanes Year 2040 Peak Hour Volume

75 121



PERFORMANCE COMPARISON (NORTH/SOUTH)*

COLLIN COUNTY				Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Hours of Travel (VHT)				-2%	-6%	-7%
Average Speed				3%	6%	7%
Traffic Control Delay (Hours)				-1%	-4%	-5%
Congestion Delay (Hours)				-5%	-14%	-17%
ROCKWALL COUNTY				Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Hours of Travel (VHT)				-3%	-6%	-7%
Average Speed				3%	7%	10%
Traffic Control Delay (Hours)				-6%	-5%	-9%
Congestion Delay (Hours)				-7%	-18%	-20%
DALLAS COUNTY				Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Hours of Travel (VHT)				0%	0%	-1%
Average Speed				0%	1%	1%
Traffic Control Delay (Hours)				0%	-1%	-1%
Congestion Delay (Hours)				-1%	-1%	-2%
12-COUNTY REGION				Outer Loop Corridor (ONLY)	Lake Corridor (ONLY)	North-South System
Vehicle Hours of Travel (VHT)				0%	-1%	-1%
Average Speed				0%	1%	1%
Traffic Control Delay (Hours)				0%	-1%	1%
Congestion Delay (Hours)				-1%	-3%	-3%

* compared to CCSRP baseline

TRAVEL TIME SAVINGS VALUATION

Spur 399 Extension (independent) – \$2.36 Billion¹

Lake Corridor (independent) – \$7.08 Billion¹

North/South System – \$8.57 Billion¹

High likelihood that Spur 399 & Lake Corridor would be cost-effective and need to be advanced now; Outer Loop freeway lanes more feasible after 2040

1. Assumptions (based on 2040 VHT change from baseline):

a. \$2015 Present Value

b. Improvements open by 2025

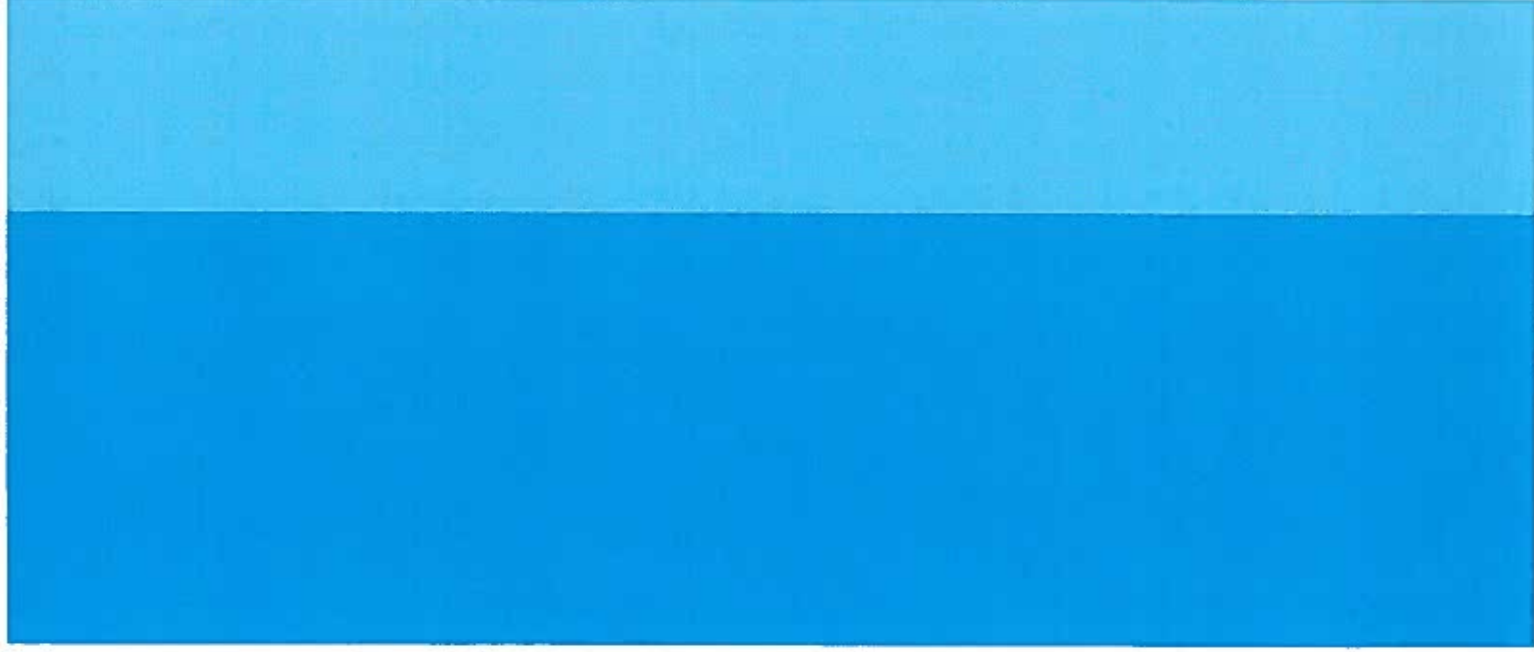
c. 20-Year Design Life

d. Auto occupancy = 1.31 persons/vehicle

e. Value of time = \$19.52/hour

f. 260 weekdays/year

EAST/WEST CORRIDOR NEEDS

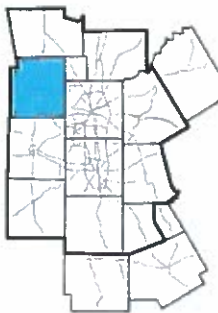


COLLIN COUNTY

SH 78 Spur

Magnitude of Volume Change

DRAFT DOCUMENT



Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network

Lakes

County Line

Projected daily volumes in 2040
listed in blue callout boxes.

Percent change from Collin Co.
System in yellow callout boxes.

East/West Option #1

-5%

-11%

-1%

-5%

-6%

0%

0%

23%

1%

33,000

16,000

135,000

33,000

70,000

58,000

103,000

65,000

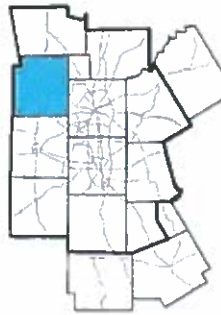


North Central Texas Council of Governments

East/West Option #2

Magnitude of Volume Change

DRAFT DOCUMENT

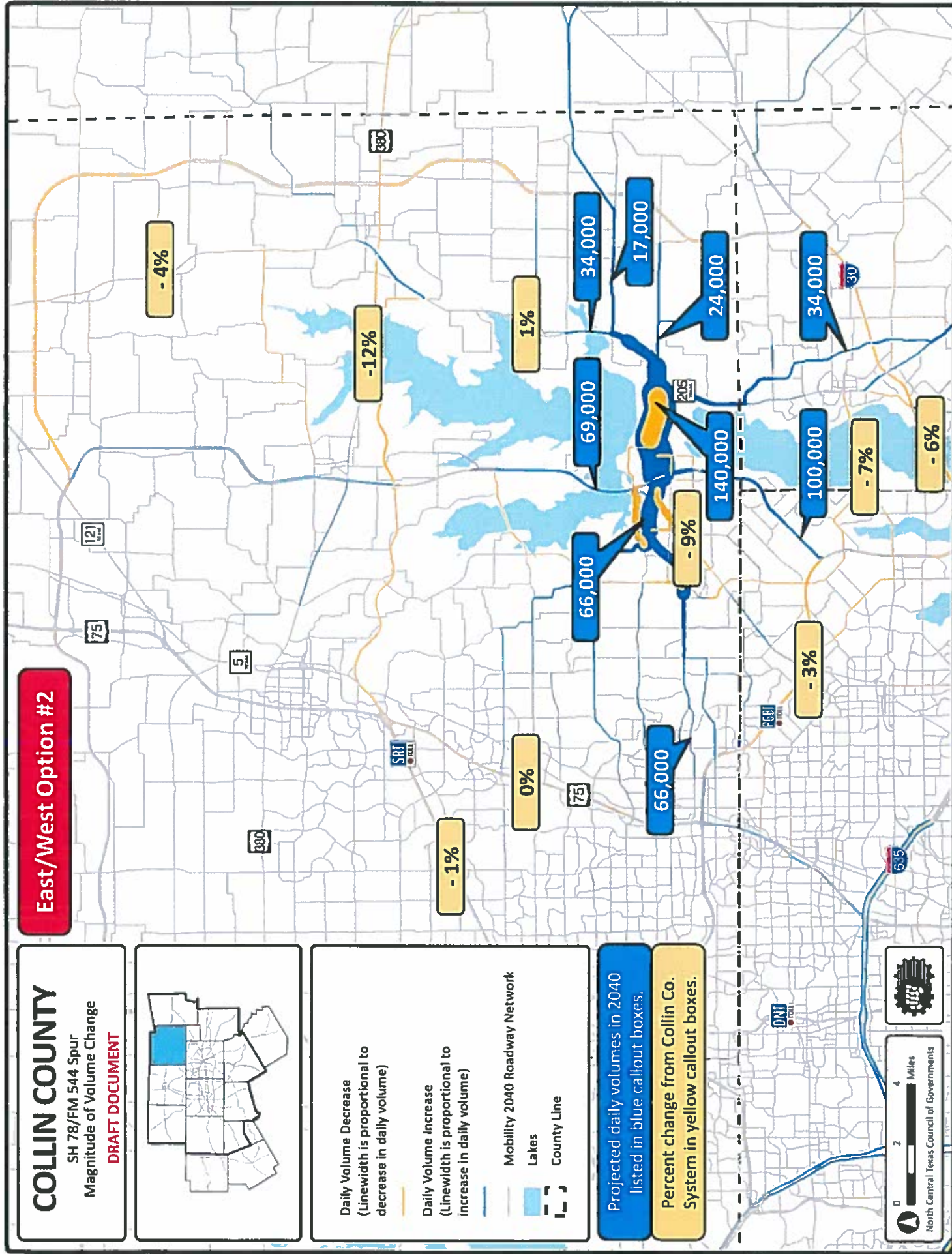


(Linewidth is proportional to decrease in daily volume)

(Linewidth is proportional to increase in daily volume)

County Line

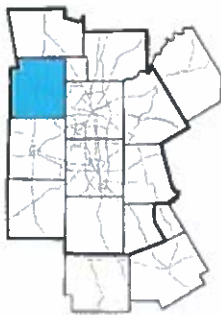
Percent change from Collin Co.
System in yellow callout boxes.



COLLIN COUNTY

East/West Freeway
Magnitude of Volume Change

DRAFT DOCUMENT



Daily Volume Decrease
(Linewidth is proportional to decrease in daily volume)

Daily Volume Increase
(Linewidth is proportional to increase in daily volume)

Mobility 2040 Roadway Network
Lakes
County Line

Projected daily volumes in 2040
listed in blue callout boxes.

Percent change from Collin Co.
System in yellow callout boxes.

East/West Option #3

- 1%

- 19%

7%

37,000

36,000

161,000

15,000

33,000

- 14%

- 10%

- 15%

- 2%

- 2%

98,000

185,000

- 22%

76,000

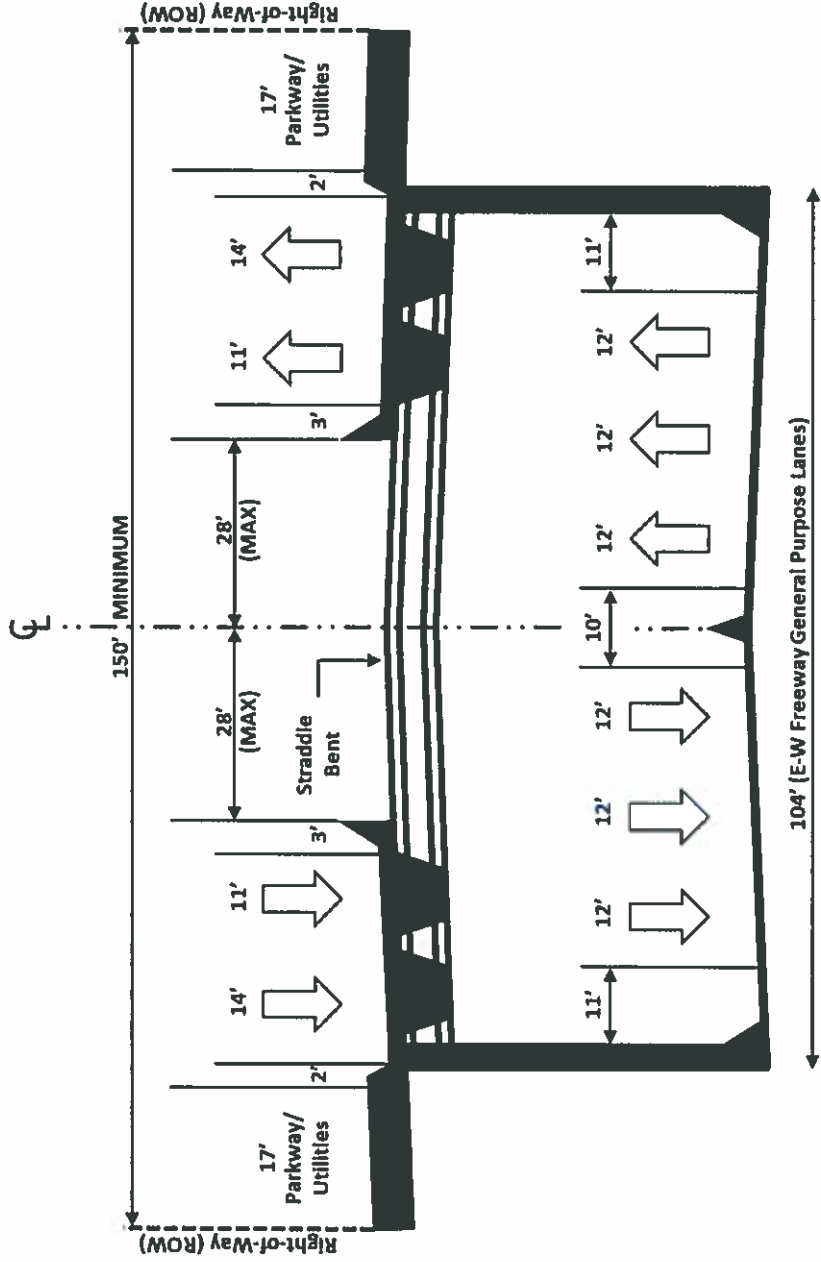
0 2 4 Miles

North Central Texas Council of Governments



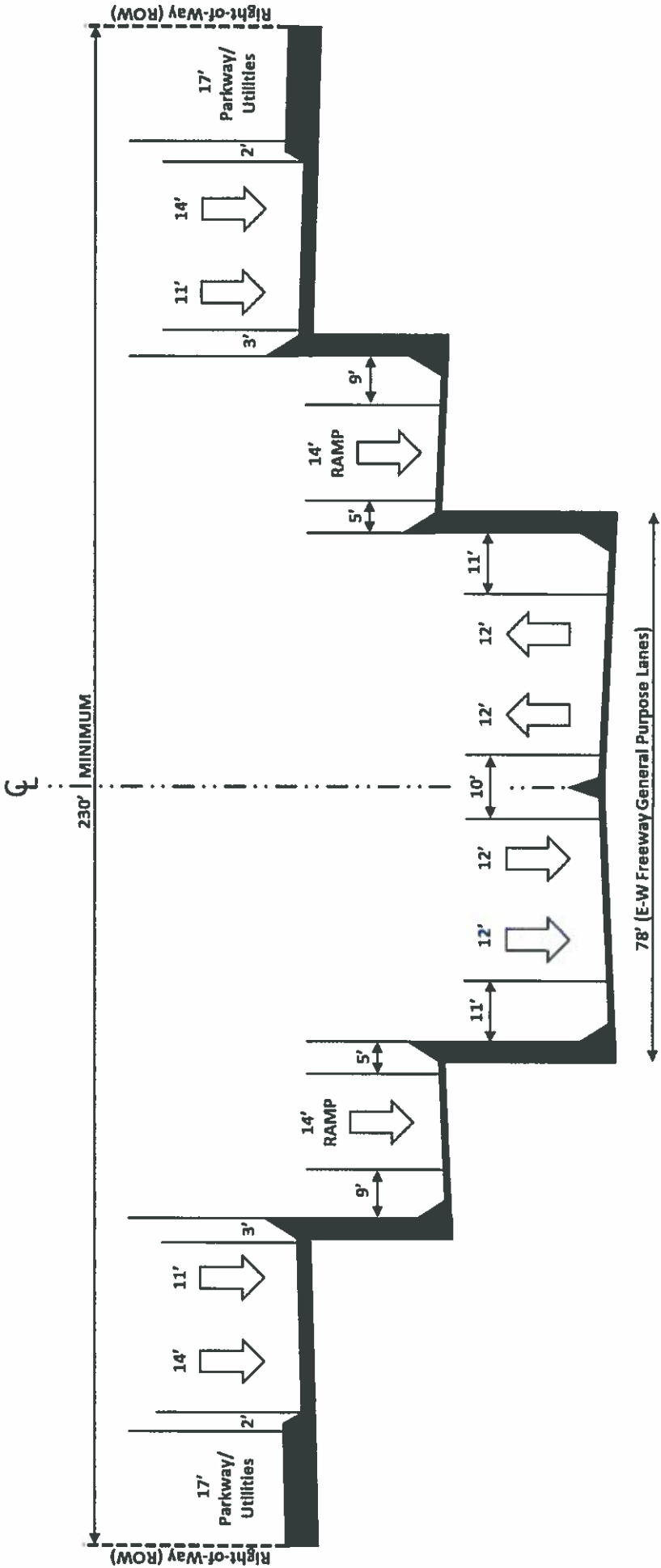
EAST-WEST FREEWAY – ROW NEEDS

Horizontal Typical Section – Between Interchanges



EAST-WEST FREEWAY – ROW NEEDS

Horizontal Typical Section – Ramp Locations



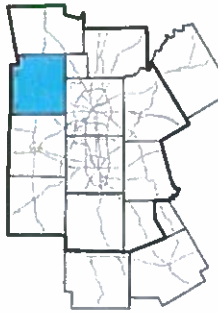
SUMMARY OF EAST-WEST CORRIDOR FINDINGS

1. Computer simulation supports theoretical spacing of facilities.
2. New east-west facilities do not change north-south corridor recommendations.
3. Demand maximized when western terminus is a freeway facility.
4. ROW constraints (new location or along existing arterial facilities) will curtail new freeway options.
5. New and/or expanded thoroughfare options may need additional investigation.
6. This need has been formally added to our study.

COLLIN COUNTY

Collin County Strategic Roadway Plan
North/South Roadway Opportunities

DRAFT DOCUMENT



Proposed Interchange

Year 2040 Roadway Network

- Freeway, Tollway, Express Lane
- Principal Arterial
- Minor Arterial
- Collector
- Frontage/Service

Proposed Roadway Corridors

- West Corridor
- Lake Corridor
- SH 78/SH 205/John King Corridor
- Collin County Outer Loop
- East/West Corridor
- Spur 399 Extension
- McKinney Bypass

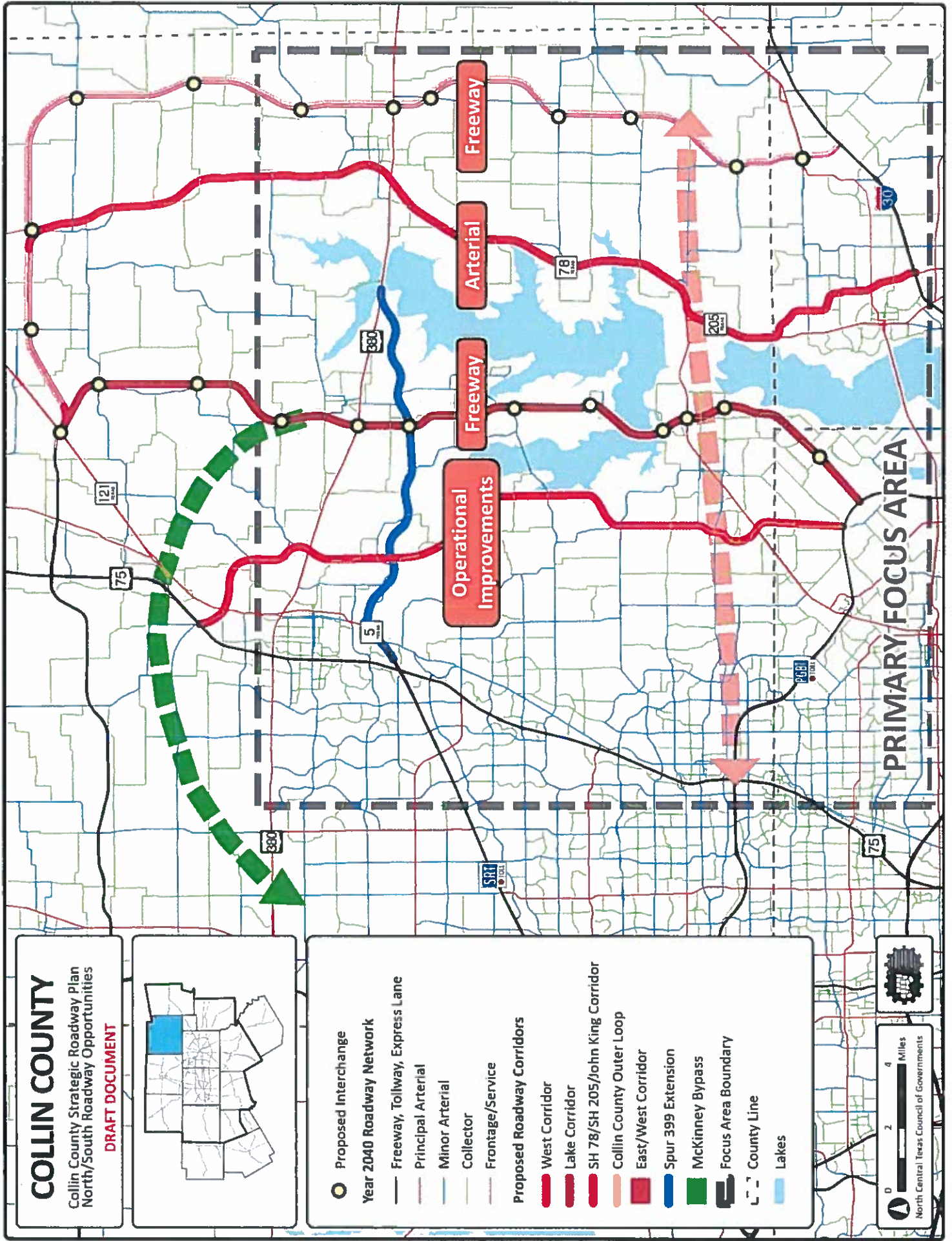
Focus Area Boundary

County Line

Lakes

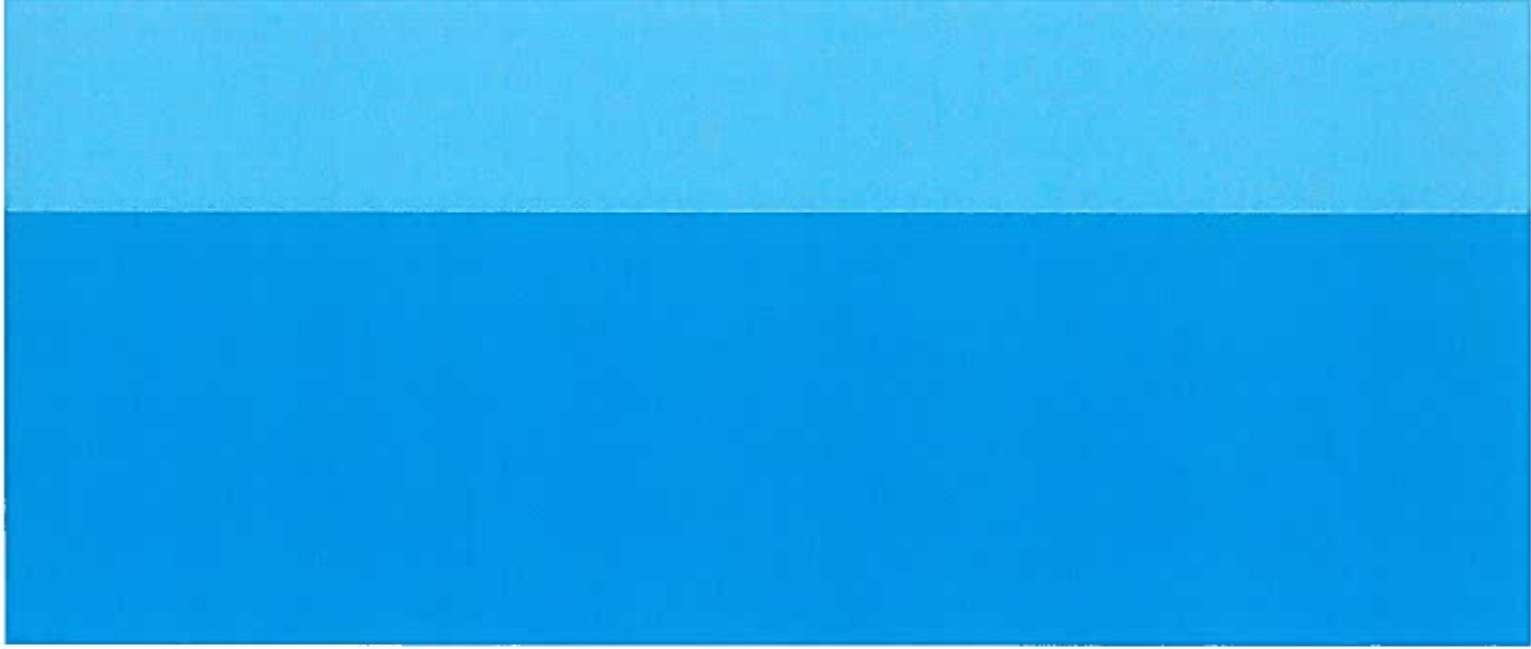


North Central Texas Council of Governments



PRIMARY FOCUS AREA

NEXT STEPS



NEXT STEPS

Collect additional input/feedback from elected officials & local government staff.
Consider scheduling needs for subsequent meetings.

Integrate findings with TxDOT and continue to partner leadership.

Proceed with north-south corridor strategic review to identify possible expedited project segments utilizing targeted 10-Year Plan funds and/or other resources; coordinate with the Regional Transportation Council.

Identify and analyze potential refined east-west corridor alternatives.

Coordinate with local stakeholders to determine potential implications to US 380 Feasibility Study, Collin County Outer Loop, and other related studies.

Prepare overall corridor project list/staging for Mobility 2045 inclusion.

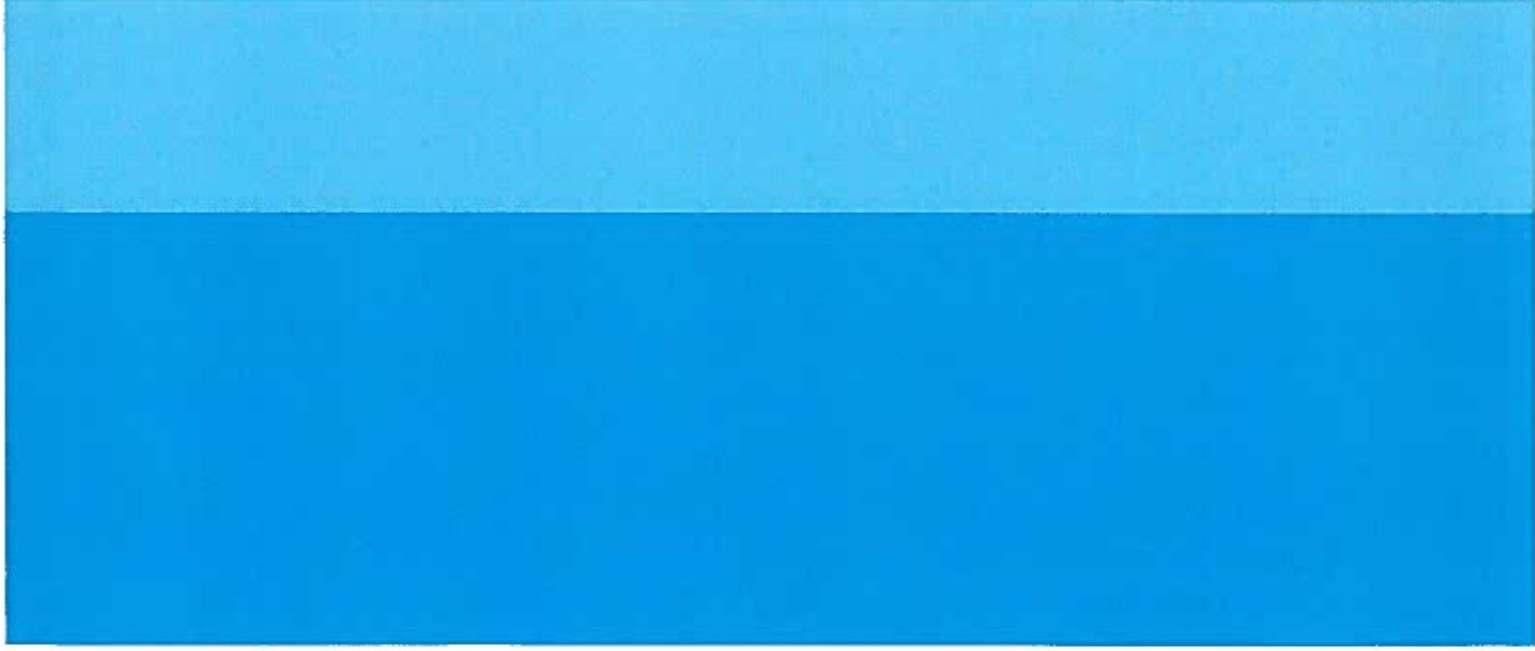
Review US 75 Technology Lanes white paper.

Focus on area between the lakes.

A horizontal bar at the top of the slide, transitioning from a light blue on the left to a darker blue on the right.

US 75 TECHNOLOGY LANES – WHITE PAPER

AREA BETWEEN THE LAKES



CONTACT INFORMATION

Michael Morris, P.E.
Transportation Director
Phone: (817) 695-9241
E-mail: mmorris@nctcog.org

Dan Lamers, P.E.
Senior Program Manager
Phone: (817) 695-9263
E-mail: dlamers@nctcog.org

Jeff Neal
Program Manager
Phone: (817) 608-2345
E-mail: jneal@nctcog.org

Berrien Barks
Principal Planner
Phone: (817) 695-9282
E-mail: bbarks@nctcog.org

Chris Reed
Project Manager
Senior Transportation
Planner
Phone: (817) 695-9271
E-mail: creed@nctcog.org

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Update on infrastructure around future Collin College site.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> Building guidelines as of now: <ul style="list-style-type: none"> <u>Total Sq ft: 60,000</u> <ol style="list-style-type: none"> Water (Domestic/ Fire): One 6" line @ 65 PSI Electric: 720 KW Sewer: One 4" line (equates to 70k gpd) Build-out <ul style="list-style-type: none"> <u>Total Sq ft: 300,000</u> <ol style="list-style-type: none"> Water (Domestic/ Fire): One 12" line @ 65 PSI Electric: 3,600 KW Sewer: One 8" line (equates to 1.0 cfs or .5m gpd) City Council discussion as required.
Action	<ul style="list-style-type: none"> Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove Move item to a future agenda. _____ No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.K
Subject	Consider, discuss and act upon appointing members to the City Amenities Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	<ul style="list-style-type: none"> • Chart of current Board Members • Applications for Boards
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: John Klostermann Home Phone 972-782-8923

Home Address: 302 Maple St. Work Phone

Cell Phone 469-222-6287

Mailing Address: 302 Maple St. Email Address: jk66city@gmail.com

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 15 yr

Are you a registered voter? Please circle: Yes or No

Are you in the Farmersville Independent School District? Please circle: Yes or No

Occupation: Engineering Technician Employer: Raytheon Co.

State details of previous experience on any City Boards or Commissions (in any City):
4 years on city council

List memberships in any civic organizations:

CAFP

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

<u>5</u>	Building and Property Standards Commission
<u>3</u>	Farmersville Community Development Corporation Board (4B)
<u>1</u>	Farmersville Economic Development Corporation Board (4A)
<u>6</u>	Library / Civic Center Board
<u>4</u>	Main Street Board
<u>8</u>	Parks and Recreation Board
<u>2</u>	Planning and Zoning Commission
<u>7</u>	Senior Citizens Advisory Committee



Signature [Signature] Date 5-25-17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

- In City

Application

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Lynette Fulkerson-Grady Home Phone 972-480-2604

Home Address: 400 Raymond Street #18 Work Phone _____

Cell Phone _____

Mailing Address: _____ Email Address: lynnette20469@gmail.com

Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 9 yrs

Are you a registered voter? Please circle Yes or No

Are you in the Farmersville Independent School District? Please circle Yes or No

Occupation: manager Employer: Whataburger

State details of previous experience on any City Boards or Commissions (in any City):

None but willing to learn.

List memberships in any civic organizations:

In Order of Preference from 1 through 8

If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- 1 _____ Library / Civic Center Board
- _____ Main Street Board
- _____ Parks and Recreation Board
- 2 _____ Planning and Zoning Commission
- _____ Senior Citizens Advisory Committee

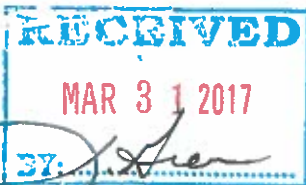


Signature [Signature] Date 5/19/2017

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.

A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

- In City
- [unclear]



Your Community Needs YOU

If you have always wanted to be a part of the decision-making process in Farmersville, serving on one of the boards or commissions is a great way to get involved.

City government is built on the foundation of concerned and caring citizens becoming actively involved in local government. The members of the various boards and commissions help in setting the direction of Farmersville's future.

Each board or commission has a three year term, except where indicated otherwise, with two consecutive terms maximum. After two consecutive terms on a board/commission a member is eligible for re-appointment to the same board or commission after a one term lapse.

All appointees must subscribe to the City's Code of Ethics as adopted by ordinance. A copy of the Code of Ethics will be given to you upon receipt of your application.

Please complete and return the following Application for Appointment to City Boards and Commissions by indicating, in order of preference from 1-8, the boards or commissions you would most like to serve. Council will review all applications during the appointment process. If you would like a more detailed description of each board or commission, call City Hall 972-782-6151 for a copy of the handbook.

All applications are kept for one year so there will always be an available pool of interested citizens to fill vacancies that may arise during the year.

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Please return your application to City Hall.

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Anne Hall Home Phone 972-782-7266
Home Address: 401 Summit St Work Phone N/A
Mailing Address: Same Email Address: anneirish1@yahoo.com
Cell Phone 903-513-0538

Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 17th June Are you a
registered voter? Please circle Yes or No

Occupation: Retired Employer: N/A

State details of previous experience on any City Boards or Commissions (in any City):

P&Z, Standards, Main Street

List memberships of any civic organizations:

Rotary, CAFPA

- In City

In Order Of Preference from 1 thru 8 Indicate which board(s) you would like to serve. If you do not wish to serve on a particular board please leave it blank.

<u>1</u>	Building and Property Standards Commission
<u>5</u>	Farmersville Community Development Corporation Board (4B)
<u>7</u>	Farmersville Economic Development Corporation Board (4A)
<u>2</u>	Library / Civic Center Board
<u>8</u>	Main Street Board
<u>6</u>	Parks and Recreation Board
<u>4</u>	Planning and Zoning Commission
<u>3</u>	Senior Citizens Advisory Committee

Signature Anne Hall Date 3/29/17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442. A copy of the City's Code of Ethics will be mailed to you upon receipt of your application.

Your Community Needs YOU

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All applications are kept for one year so there will always be an available pool of interested citizens to fill vacancies that may arise during the year.

----- cut here -----

Please return your application to City Hall.

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink



Name: LINDA Foy Home Phone 214-435-0324
Home Address: 211 COLLEGE Work Phone ---
Mailing Address: SAME Email Address: Linda.Foy@gmail.com
Cell Phone SAME

Are you a Farmersville resident? Please circle: Yes or No If Yes, how long? 3 yrs Are you a registered voter? Please circle: Yes or No

Occupation: RETIRED Employer: IBM

State details of previous experience on any City Boards or Commissions (in any City):

SCHOOL BOARD - FARMERSVILLE

List memberships of any civic organizations:

HISTORICAL SOCIETY - FARMERSVILLE
Anchor Tree Program

- In City
- Farmersville TSN

In Order Of Preference from 1 thru 8 Indicate which board(s) you would like to serve. If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- _____ Library / Civic Center Board
- ☒ _____ Main Street Board
- _____ Parks and Recreation Board
- _____ Planning and Zoning Commission
- _____ Senior Citizens Advisory Committee

Signature *David Fong* Date 6/1/17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442. A copy of the City's Code of Ethics will be mailed to you upon receipt of your application.

Agenda Section	Regular Agenda
Section Number	VI.L
Subject	Consider, discuss and act upon JW Spain baseball contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	JW Spain baseball contract
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN
THE CITY OF FARMERSVILLE,
AND
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

WHEREAS the City of Farmersville owns Spain Athletic Complex located at the intersection of Murchison Street and Merit Street known as the J. W. Spain Athletic Complex; and,

WHEREAS the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into an agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity;

NOW THEREFORE, the City of Farmersville (City) and the Farmersville Little League Baseball Association (Little League) agree to the following user regulations concerning the J. W. Spain Athletic Complex (Complex):

Section 1. Designation of Fields and Field Use

For purposes of clarity in this agreement, the south field in the Complex will be designated field 1. The middle field of the Complex will be designated as field 2. The north field will be designated as field 3. The baseball fields on the eastern most side of the Complex will be known as field 4 and field 5 respectively. Any further fields to be constructed will be numerically designated at the time of construction.

The Little League Baseball season begins in February and runs through June. The Little League will have priority access to the fields 1 thru 5 during all scheduled league games and team practices. A game schedule must be provided to the City Manager, or his designee, as soon as it becomes available. At all other times the Complex is open for use on a first-come first-use basis. A practice schedule must also be provided to the City Manager, or his designee, prior to practices beginning. Any conflicts in scheduling should be brought to the attention of the City Manager.

The Little League may begin preparation of the playing fields for the playing season at any time before the beginning of the playing season after notifying the City Manager, or his designee, of its intent to begin such work. The City Manager, or his designee, has the final authority for scheduling of all Complex events.

Section 2. Grounds Maintenance

The Little League shall prepare and maintain all playing fields for Little League events. Fields must meet high-quality and presentable playing condition from the beginning to the end of the playing season.

Trash and litter will be picked up and removed from the playing fields and bleacher areas at the end of each playing day **by the Little League**. Periodic cleaning shall be performed by the Little League at intervals between games days, if necessary, to prevent a buildup of trash and litter. If Little League does not comply and allows trash and litter to be left on the field after any use, the City will impose a charge not to exceed \$200 per incident. Little League will be responsible to pay said trash and litter removal fees. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the complex clean. Little League shall be responsible to have a designated area for trash pickup. Little League will be billed for labor and material for any needed follow-up cleaning provided by the City

The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including playing fields and common areas.

The Little League shall be responsible to pay for one-fourth of the cost of mowing during the Little League Baseball Season. The City will prepare invoices for the Little League for one-fourth of the annual cost. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this contract.

The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the facilities. This access list will be posted on the City's website to facilitate access to the facility. Little League activities shall not be conducted without the presence of a member that is on the access list.

Section 3. Concession Stand Operation and Proceeds

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the Concession Stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. Concession stand must be cleaned after each use, including the grill/stove. The grease must be removed by the Little League and disposed of in a proper manner. The grease drip tray must be totally cleaned and free from any remnants of grease. All trash must be removed from the concession stand and placed in the trash receptacles provided. The floors must be mopped and cleaned.

Section 4. Restroom and Concession Maintenance

Restrooms are under the control of the Little League during their respective playing seasons. The restrooms are to be open for games and practice times, but must be locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thorough cleaning of the facilities.

Winterizing of restrooms and concession building will be the responsibility of the City as well as normal maintenance, repairs, and replacements.

The concession building will be kept clean and sanitary at all times by the Little League when it is under its use and control and all equipment used will meet applicable regulatory standards of the City. If conditions exist in the Restroom or Concession Stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities the associated cost of such repair, maintenance, or replacement will be the responsibility of the Little League. If Little League does not compensate the City with the costs of repair, maintenance or replacement due to work by the City or where the City is required to hire the repair, the City will impose a charge not to exceed \$200 per incident in addition to the costs incurred for said incident. Little League will be responsible to pay said fees. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

Section 5. Equipment, Supplies, and Storage Facilities

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the Concession Building. The City will share the use of the storage room located on the south side of the Concession Building. The City will have exclusive use of one storage room inside the Concession Building.

Section 6. Modifications or Improvements to Complex

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for consideration with the Parks and Recreation Board. Following the Board's review, recommendations will be forwarded to the City Council for final approval. Little League will share the costs of such modifications or improvements as agreed upon prior to construction. The City will prepare invoices for Little League's portion of the costs of such modifications or improvements. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this contract.

Section 7. City Utilities

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology service to the Complex with no charge to Little League. The City retains the right to assess future charges for these services after giving notice at the end of the playing season and prior to the next playing season for which charges will begin. However, discovery that field lights have been left on after Little League use will result in an immediate \$200 charge for each such incident. Similarly, discovery that the water has been left running after Little League use will result in an immediate \$200 charge for each such incident. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

Section 8. Ancillary Financial Matters

The Little League shall provide copies of a year-end financial statement, ending December 31st, for the year prior to the renewal of this agreement. All financial obligations contracted by the Little League in relation to its use of the Complex must be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel the agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted by the Little League for any reason unless by prior and specific agreement.

The City will not provide content insurance of the concession building.

Section 9. Insurance Required

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
 - 1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum

combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.

2. When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville, Texas
c/o City Manager
205 S. Main Street
Farmersville, TX 75442.

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurer(s) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

Section 10. Non-League Events

City approval is required for all Non-League Events. Deposits and user fees generated from all non-Little League events will be in accordance with the Fee Schedule as set out in Appendix A and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that may occur due to misuse of the Complex and termination of future use of the Complex will be enforced.

Section 11. Personal Conduct at Athletic Events

The City recognizes that crowd noise is a part of any athletic activity and accepts this. However, the City requests that the Little League make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.

The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.

The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Athletic Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.

The City retains the right to restrict the times of use and conduct of all activities in the Complex. Such right may be exercised without notice in case of substantial violation of these users' regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available along with contact numbers to the Parks Board by the end of February. The Little League will be provided with the City Manager's contact information should any issue arise with the Spain Complex.

Section 12. Hold Harmless and Indemnification

The Little League does hereby agree to waive all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this

agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.


Section 13. Term

This agreement will be in force for one year from April 1, 2014 through March 31, 2015. Any party may cancel participation in this contract with a thirty day written notice. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.

Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter or cancel the Agreement to the Parks and Recreation Board for consideration. Following consideration, the Parks and Recreation Board shall make recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. Cancellation or modification to the Agreement must be in writing and approved by the City Council.

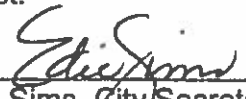
This joint use agreement has been approved by the governing bodies of each entity.

City of Farmersville:




Joseph E. Helmberger, P.E., Mayor
Date: April 8, 2014

Attest:



Edie Sims, City Secretary
Date: April 8, 2014



Mark Vinard
Parks Board President
Date: February 25, 2014

Farmersville Little League Baseball Association:



Mark Smith



Little League Baseball President

Date: 3-26-14

This use of the Spain Athletic Complex is supported by the City of Farmersville Parks and Recreation Board.

APPENDIX A

SCHEDULE OF USER FEES

Applicable to all Non-Little League events

Activity Description	Resident	Non Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1, 2, or 3	\$50	\$250
Use of Field 4 or 5	\$100	\$200
Use of Field 6	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.

Agenda Section	Regular Agenda
Section Number	VI.M
Subject	Consider, discuss and act upon citywide cleanup day.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 27, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

VII. Budget Workshop

VIII. Requests to be Placed on Future Agendas

IX. Adjournment