

V. Regular Agenda

Agenda Section	Regular Agenda
Section Number	V.A
Subject	Consider, discuss and act upon Health insurance costs relating to employees and TML
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	TML Insurance Rerate Notice
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • 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 another agenda. _____ • No motion, no action



TML MultiState Intergovernmental Employee Benefits Pool Rerate Notice and Benefit Verification Form

Farmersville

Original

Plan Year 2017-2018 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.
Supplemental benefits cannot be accessed without accessing the TML MultiState IEBP Medical Benefit Plan

Medical

Consumer Centered Pool Plans/Restat Card Program Mac A

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	XRay & Lab in QV	Rates	Current	New	Emp Subsidy	195% of Employee
P85-20-30	80/50	\$200	\$450	\$3000	N/A	No	Employee:	\$571.64	\$673.34	\$673.34	\$1,313.02
							Family:	\$859.70	\$1,012.66	\$1,012.66	\$1,974.68
P85-50-30	80/50	\$500	\$750	\$3000	N/A	No	Employee:	\$504.64	\$623.72	\$623.72	\$1,218.26
							Family:	\$758.94	\$938.04	\$938.04	\$1,829.16
P85-75-40	80/50	\$750	\$1000	\$4000	N/A	No	Employee:	\$477.84	\$561.74	\$561.74	\$1,095.38
							Family:	\$718.62	\$844.78	\$844.78	\$1,647.32
H85-150-40	80/50	\$1500	\$1750	\$4000	N/A	No	Employee:	\$412.14	\$494.58	\$494.58	\$984.42
							Family:	\$619.76	\$743.72	\$743.72	\$1,450.26
H85-250-30	80/50	\$2500	\$2750	\$3000	N/A	No	Employee:	\$371.02	\$445.22	\$445.22	\$888.20
							Family:	\$557.96	\$669.56	\$669.56	\$1,305.64

Vol Dental IV

	<u>Current Rate</u>	<u>New Rate</u>
Employee:	\$35.06	\$35.06
Family:	\$57.90	\$57.90

Vision Plan

No Vision Coverage

Calendar Year Pre-65 Retiree Medical

Retirees at 195% of Active Plan

Calendar Year Pre-65 Voluntary Dental IV

	<u>Current Rate</u>	<u>New Rate</u>
Retiree:	\$70.58	\$70.58
Family:	\$116.54	\$116.54

Calendar Year Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

LTD

No LTD Coverage

STD

No STD Coverage

Basic Life and AD&D: Plan 11 (\$25,000)

	<u>Current Rate</u>	<u>New Rate</u>
Life:	\$0.100	\$0.100
AD&D:	\$0.035	\$0.035

Dependent Life: Plan 1 (\$2,000/\$1,000)

<u>Current Rate</u>	<u>New Rate</u>
\$0.70 per dependent unit	\$0.70 per dependent unit

Voluntary AD&D

No Voluntary AD&D Coverage

Benefit Cost and Comparison
City of Farmersville
E. ES, EC, EF

Website	www.bcbstx.com	www.humana.com	www.swnb.com
Carrier	BCBS of Texas	Humana	Scott & White Health Plan
Plan	S608CHC	TX PPO 17 Copay OPT 15 Silver	Silver POS 2000
Network	BLUE CHOICE PPO	Choice Plus	POS
Prescription Card 30 day supply	\$20/\$25 Generic/\$40/\$50 Brand / \$60/\$70 Spec	\$10 Generic/\$45 Brand/\$90 NFBand/25% level 4/ 25% Spec	\$5 Generic/\$50 Brand /\$100 - Non Form / \$150 Coinsurance Specialty
Mail Order Copay	\$60 Generic / \$120 Brand /\$180 Specialty	\$25 Generic/\$112.50 Brand/\$225.00 NFBand/35% Spec	\$15 Generic/\$150 Brand /\$300 Non Form/\$450 Specialty
Annual Deductible In Network	\$3,000 Individual/\$9,000 Family	\$2,500 Individual/\$5,000 Family	\$2,000 Individual/\$5,000 Family
Annual Deductible Out Network	\$6,000 Individual/\$12,000 Family	\$7,500 Individual/\$15,000 Family	\$4,000 Individual/\$8,000 Family
Coinurance	70% In-Network / 50% Out of Network	80% In-Network / 50% Out of Network	70% In Network /50% Out of Network
Lifetime Max	Unlimited	Unlimited	Unlimited
Out of Pocket Max + Deductible	\$6,000 Individual / \$12,000 Family	\$5,500 Individual / \$11,000 Family	\$7,150 Individual/\$14,300 Family
Inpatient Hospital Service	Deductible + 70% In Network/50% Out of Network	Deductible then 80% In Network/50% Out of Network	\$250 Copay + Deductible + 70% In Network /50% Out of Network
Inpatient Copays	Not Applicable	Not Applicable	\$250 Copay In Network
Doctor's Office Visit	\$40 Primary Care Physician / \$60 Specialist	\$0 un / \$45 Primary Care Physician/\$85 Specialist	\$40 Primary Care/Physician/\$75 Specialist
Preventive	100% No Copay	100% No Copay	100% No Copay
Surgery Doctor's Office	Deductible + 70% In Network/50% Out of Network	Deductible then 80% In Network/50% Out of Network	\$250 Copay + Deductible + 70% In Network /50% Out of Network
Outpatient Surgery	Deductible + 70% In Network/50% Out of Network	Deductible then 80% In Network/50% Out of Network	Deductible + 70% In Network /50% Out of Network
Outpatient Copays	Not Applicable	Not Applicable	Not Applicable
Hospital Emergency	\$500 Copay + Deductible + 30%	\$550 Copay + Deductible + 20%	\$500 Copay + Deductible + 30% In Network /50% Out of Network
Urgent Care Facility	\$75 Copay	\$100 Copay	\$75 Copay
Substance Abuse Outpatient	\$40 Copay	\$45 Copay	\$40 Copay In Network/ 50% Out of Network
Substance Abuse Inpatient	Deductible + 70% In Network/50% Out of Network	Deductible then 80% In Network/50% Out of Network	\$250 Copay + Deductible + 70% In Network /50% Out of Network
Mental Nervous Outpatient	\$40 Copay	\$45 Copay	\$40 Copay In Network/ 50% Out of Network
Mental Nervous Inpatient	Deductible + 70% In Network/50% Out of Network	Deductible then 80% In Network/50% Out of Network	\$250 Copay + Deductible + 70% In Network /50% Out of Network
Maternity	Yes	Yes	Yes
Life \$15,000 AD&D	Optional	Optional	Optional
Vision/Hearing Services	Yes Child Only	Yes Child Only	Adult \$75 Copay Exam only / Pediatric \$75 Exam and Hardware
Medical Benefits out of Network	Yes	Yes	Yes
Dental Benefits	Optional	Optional	Optional
Rate Guarantee	Monthly Cost	12 MONTHS	12 Months
Employee	\$	739.23 \$	872.57 \$
Employee and Spouse	\$	1,478.46 \$	1,745.15 \$
Employee and Child(ren)	\$	1,478.46 \$	1,745.15 \$
Employee and Family	\$	2,217.70 \$	2,617.72 \$
Monthly Total			728.74 1,457.48 1,457.48 2,186.22

Dean Casey and Associates
16610 Dallas Parkway, Suite 1100
Dallas, TX 75248
214-651-7600
214-651-8600 fax

Benefit Cost and Comparison
City of Farmersville
E, ES, EC, EF

8/1/2017

www.ubc.com	
United Healthcare	
AM-DZ WDI	
Choice Plus	
\$15 Generic/\$40 Brand/\$70 NFB Brand/\$15/\$100/\$300 Spec	
Mail Order Ratio is 2.5 Copays	
\$2,500 Individual/\$7,500 Family	
\$5,000 Individual/\$15,000 Family	
80% In-Network / 50% Out of Network	
Unlimited	
\$7,000 Individual / \$14,000 Family	
Deductible then 80% In Network/50% Out of Network	
Not Applicable	
\$0 in 1st / \$40 Primary Care Physician/\$80 Specialist	
100% No Copay	
Deductible then 80% In Network/50% Out of Network	
Deductible then 80% In Network/50% Out of Network	
Not Applicable	
\$400 Copay + Deductible + 20%	
\$75 Copay	
\$80 Copay	
Deductible then 80% In Network/50% Out of Network	
\$80 Copay	
Deductible then 80% In Network/50% Out of Network	
Yes	
Optional	
Yes Child Only	
Yes	
Optional	
12 MONTHS	
\$	728.12
\$	1,440.24
\$	1,440.24
\$	2,160.36

Dean Casey and Associates
16610 Dallas Parkway, Suite 1100
Dallas, TX 75248
214-651-7600
214-651-8600 fax

9:09 AM

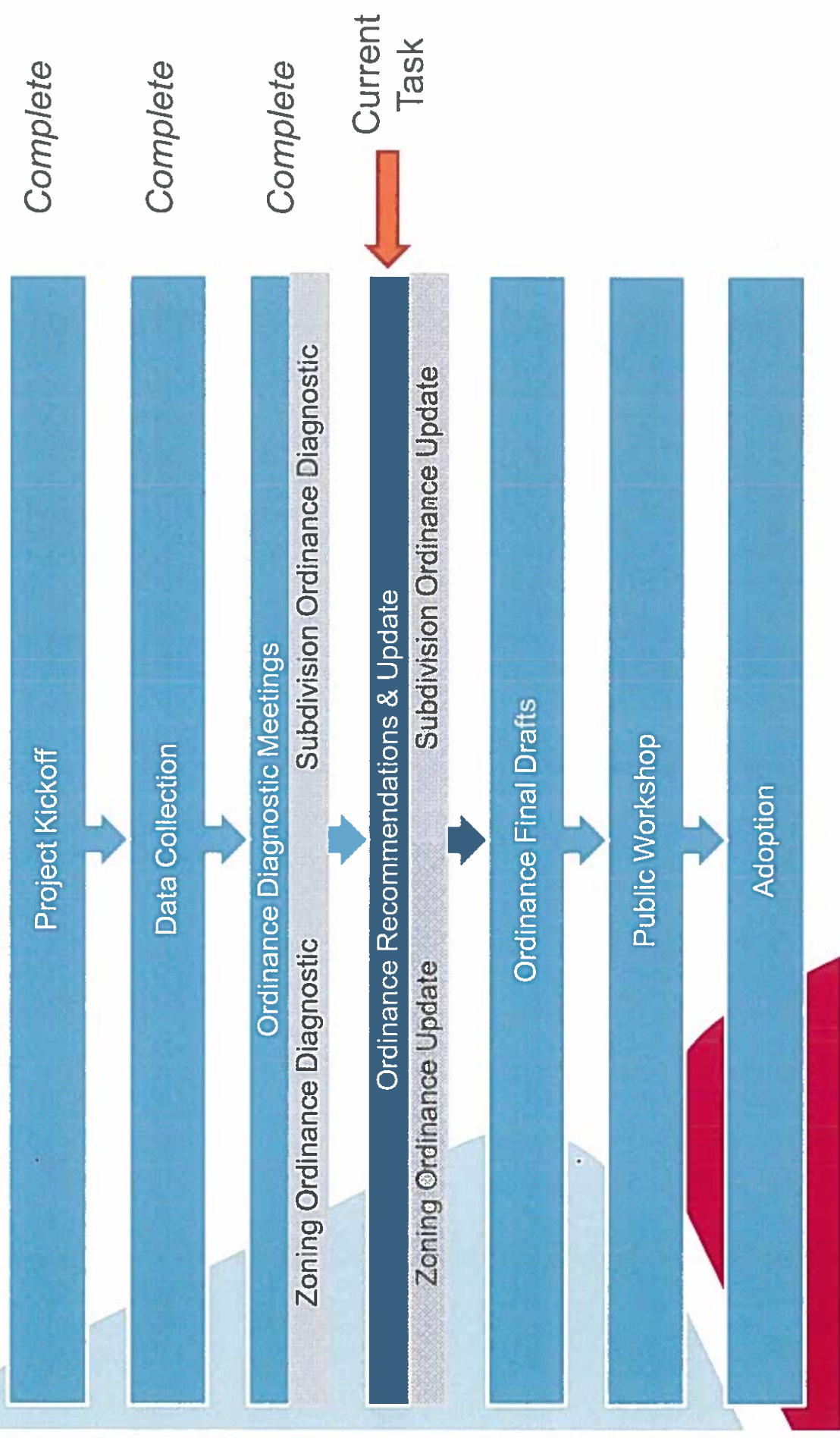
Agenda Section	Regular Agenda
Section Number	V.B
Subject	Update concerning the progress of the Comprehensive Zoning Ordinance and Subdivision Ordinance modifications.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	Power Point from Kimley-Horn
Related Link(s)	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 another agenda. _____ • No motion, no action

Farmersville Ordinances

Council Update

August 8, 2017

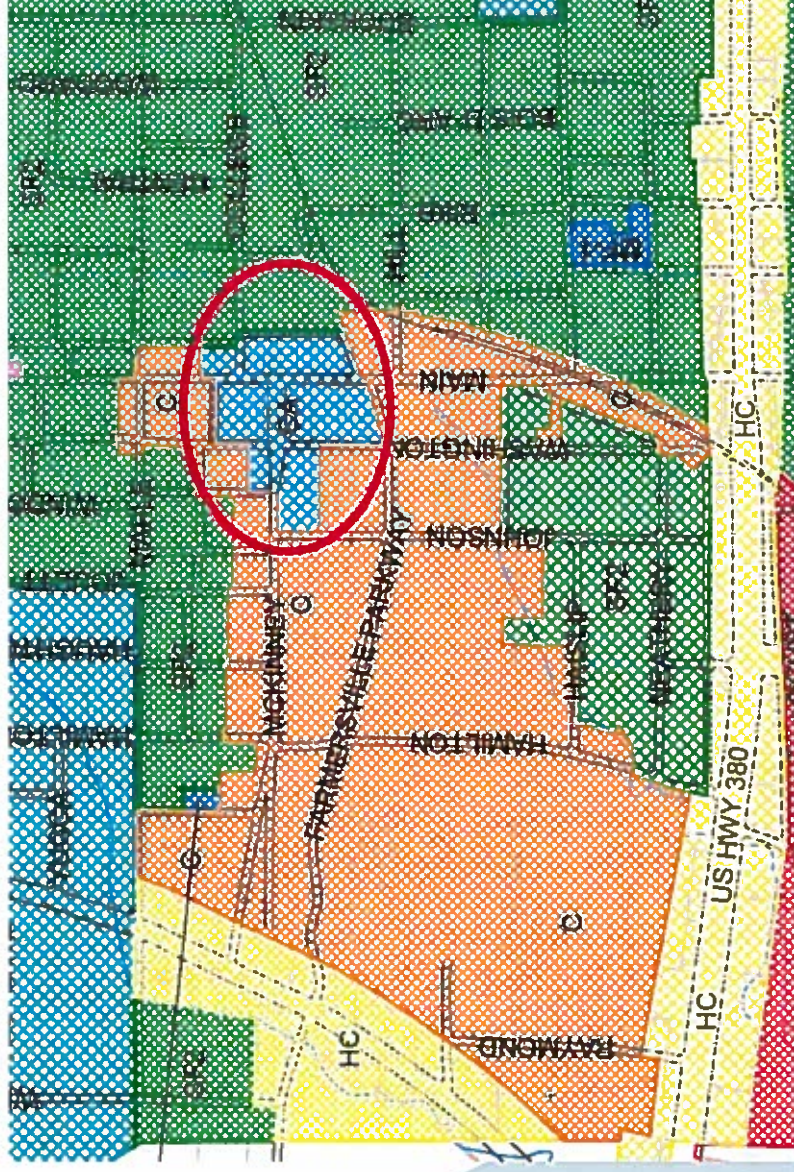
Project Timeline



Zoning Ordinance Review

- Reviewing Zoning Districts to better implement the Comprehensive Plan vision
 - Central Area District
 - Highway Commercial District
- Reviewing zoning tools for ease of implementation and staff review
 - Planned Developments (PDs)
 - Specific Use Permits (SUPs)

Central Area (CA) District

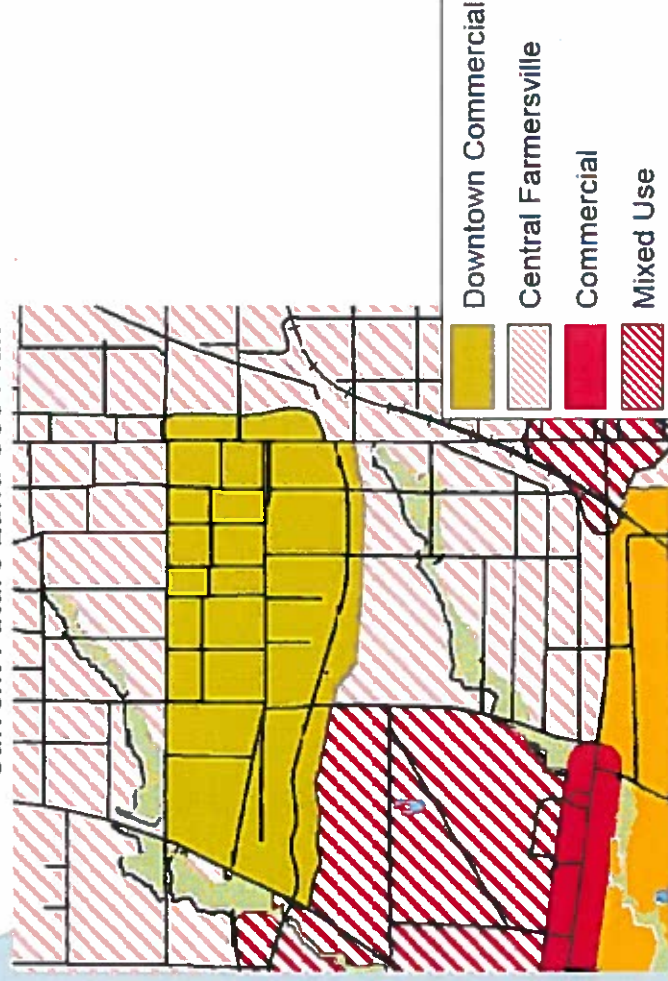


Purpose:

- Primarily intended to serve as a pedestrian oriented center for retail, office, governmental, cultural, entertainment uses consistent with the historical character of Farmersville's original business district.
- Residential uses are allowed with a specific use permit.

Central Area Transition District

Current Future Land Use Plan



Observations:

- There is currently no zoning district for town center-oriented residential development
- An additional district could be developed to create an urban residential transition between the town center and the surrounding community
 - Could allow a mix of small-lot single-family, townhomes, medium density MF, and some office/commercial

Question:

- What uses or type of development do you envision to support the Central Farmersville vision surrounding the downtown?

- Currently HC is used as a standalone district. Many cities regulate highway-oriented development with a corridor zoning overlay to heighten appearance regulations and use existing base districts to regulate use.

- Is it primarily uses or appearance that you want to regulate along the highways?
- Do you see 380 (and potentially Highway 78 and the Outer Loop) as the best opportunities for large format retail and other big box projects?

Other Zoning Tools

- **Planned Development (PDs)**
 - Provides a flexible way to permit innovative development concepts that could not be achieved using conventional zoning districts
 - Typically appropriate for development of mixed-use areas, neighborhoods with a variety of housing types, and to carry out other specific goals of the comprehensive plan
 - **Recommendation:** Change from a stand-alone district to an overlay. The PD ordinance would specify the allowed uses either based on a combination of the standard districts or the creation of a unique mix of uses.
- **Specific Use Permits (SUPs)**
 - Currently issued to a specific owner or operator. Typically cities issue SUPs to the property.
 - **Recommendation:** Issue SUPs to the property.

Next Steps

- August
 - Complete zoning ordinance recommendations review with City staff
- September
 - Develop complete draft zoning ordinance document
 - Provide recommendations for updating the subdivision ordinance



Agenda Section	Regular Agenda
Section Number	V.C
Subject	Consider, discuss and act upon contract with the Farmersville Little League and JW Spain Complex.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	<ol style="list-style-type: none"> 1. JW Spain Contract 2. Independent Bank Online Register for Account 3. 2017 Farmersville Little League Books
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"> • Provide staff direction for future action • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <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 another 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.

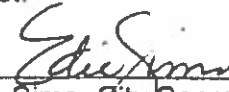
Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the 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.

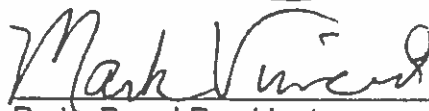
This joint use agreement has been approved by the governing bodies of each entity.

City of Farmersville:

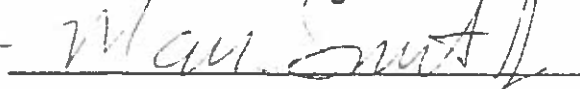

Joseph E. Helmberger, P.E., Mayor
Date: April 8, 2014

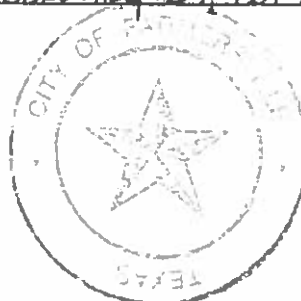
Attest:


Edie Sims, City Secretary
Date: April 8, 2014


Parks Board President
Date: February 25, 2014

Farmersville Little League Baseball Association:





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.

Independent Bank
Account Details

There have been 156 transactions on this account since 7/29/2014.

FREE SMALL BUSINESS

XXXXXX6137

\$2,753.41











Available Balance	\$2,753.41	Last Deposit Date	6/2/2017
Current Balance	\$2,753.41	Last Interest Paid Amount	\$0.00
Previous year-to-date interest am...	\$0.00	Last Statement Balance	\$2,753.41
Year-to-date interest amount	\$0.00	Last Statement Date	7/2/2017
Last Deposit Amount	\$777.00		

Subtotal: Credits \$33,711.96 | Debits \$-32,643.77

Date	Description	Amount	Balance
6/15/17	POS ATM DEBIT DBT CRD 2018 06/14/17 015985 APL* ITUN...	-\$0.99	\$2,753.41
6/6/17	DDA INCLEARING CHECK (3080)	-\$280.00	\$2,754.40
6/2/17	REGULAR DEPOSIT	\$777.00	\$3,034.40
5/15/17	POS ATM DEBIT DBT CRD 2034 05/14/17 061280 APL* ITUN...	-\$0.99	\$2,257.40
4/24/17	DDA INCLEARING CHECK (3079)	-\$680.32	\$2,258.39
4/17/17	POS ATM DEBIT DBT CRD 1708 04/15/17 068245 APL* ITUN...	-\$0.99	\$2,938.71
4/14/17	DDA INCLEARING CHECK (3078)	-\$62.54	\$2,939.70
4/11/17	DDA INCLEARING CHECK (3072)	-\$57.00	\$3,002.24
4/10/17	DDA INCLEARING CHECK (3077)	-\$567.03	\$3,059.24
3/29/17	DDA INCLEARING CHECK (3074)	-\$315.00	\$3,626.27
3/29/17	DDA INCLEARING CHECK (3073)	-\$1,995.00	\$3,941.27
3/28/17	DDA INCLEARING CHECK (3075)	-\$6,756.00	\$5,936.27
3/28/17	REGULAR DEPOSIT	\$500.00	\$12,692.27
3/27/17	DDA INCLEARING CHECK (3076)	-\$897.96	\$12,192.27
3/24/17	POS ATM DEBIT DBT CRD 2302 03/23/17 031968 BADEN SP...	-\$99.99	\$13,090.23
3/22/17	POS ATM DEBIT DBT CRD 1434 03/22/17 044740 AMAZON...	-\$246.95	\$13,190.22
3/21/17	POS ATM DEBIT DBT CRD 0326 03/21/17 085736 AMAZON...	-\$69.94	\$13,437.17
3/20/17	POS Debit - DDA AMAZON.COM POS DEB 1958 03/17/17 H7...	-\$119.85	\$13,507.11
3/17/17	REGULAR DEPOSIT	\$85.00	\$13,626.96
3/15/17	ACH Debit PURCHASE BENEMARCINC 3383	-\$1,067.50	\$13,541.96

Verified by PDFfiller
07/17/2017

Tracy Foltz

3/6/17	REGULAR DEPOSIT		\$85.00	\$14,609.46
2/28/17	REGULAR DEPOSIT		\$385.00	\$14,524.46
2/21/17	ACH Credit 170218P2 Square Inc 9424300002 17/02/21		\$82.66	\$14,139.46
2/13/17	ACH Credit 170213P2 Square Inc 9424300002 17/02/13		\$57.75	\$14,056.80
2/13/17	REGULAR DEPOSIT		\$675.00	\$13,999.05
2/9/17	REGULAR DEPOSIT		\$760.00	\$13,324.05
2/8/17	POS Recurring Debit - DDA DBT CRD 0350 02/08/17 038699...		-\$19.97	\$12,564.05
2/8/17	POS ATM DEBIT DBT CRD 2125 02/07/17 010264 GAMECHA...		-\$29.99	\$12,584.02
2/7/17	REGULAR DEPOSIT		\$710.00	\$12,614.01
2/7/17	REGULAR DEPOSIT		\$510.00	\$11,904.01
1/30/17	ACH Credit 170130P2 Square Inc 9424300002 17/01/30		\$1,123.21	\$11,394.01
1/30/17	REGULAR DEPOSIT		\$1,785.00	\$10,270.80
1/24/17	REGULAR DEPOSIT		\$1,955.00	\$8,485.80
1/23/17	ACH Credit 170123P2 Square Inc 9424300002 17/01/23		\$933.57	\$6,530.80
1/19/17	ACH Credit 170119P2 Square Inc 9424300002 17/01/19		\$82.66	\$5,597.23
1/19/17	REGULAR DEPOSIT		\$2,125.00	\$5,514.57
1/19/17	REGULAR DEPOSIT		\$1,010.00	\$3,389.57
1/17/17	ACH Credit 170116P2 Square Inc 9424300002 17/01/17		\$1,789.35	\$2,379.57
1/4/17	DDA REGULAR CHECK (3071)		-\$200.00	\$590.22
10/13/16	POS ATM DEBIT DBT CRD 1030 10/13/16 040812 JUSTBATS...		-\$179.99	\$790.22
8/8/16	DDA INCLEARING CHECK (3068)		-\$75.00	\$970.21
7/22/16	DDA INCLEARING CHECK (3070)		-\$500.00	\$1,045.21
7/19/16	DDA INCLEARING CHECK (3067)		-\$1,711.57	\$1,545.21
7/5/16	DDA PAY FIRST ITEM (3069)		-\$570.00	\$3,256.78
6/29/16	POS Recurring Debit - DDA DBT CRD 2141 06/28/16 031495...		-\$7.99	\$3,826.78
5/31/16	POS Recurring Debit - DDA DBT CRD 2138 05/28/16 024934...		-\$7.99	\$3,834.77
5/23/16	DDA INCLEARING CHECK (3066)		-\$424.30	\$3,842.76
5/11/16	DDA INCLEARING CHECK (3065)		2.73	\$4,267.06

















 Verified by PDF Filler
 07/17/2017

Tracy Foltz

5/6/16	DDA INCLEARING CHECK (3064)		-\$941.69	\$4,879.79
5/4/16	DDA INCLEARING CHECK (5003)		-\$60.00	\$5,821.48
5/2/16	REGULAR DEPOSIT		\$1,500.00	\$5,881.48
4/29/16	POS Recurring Debit - DDA DBT CRD 2119 04/28/16 015398...		-\$7.99	\$4,381.48
4/25/16	DDA INCLEARING CHECK (3063)		-\$885.00	\$4,389.47
4/25/16	DDA REGULAR CHECK (3062)		-\$65.99	\$5,274.47
4/18/16	POS ATM DEBIT DBT CRD 1044 04/18/16 004937 AMAZON...		-\$184.97	\$5,340.46
4/18/16	POS ATM DEBIT DBT CRD 0048 04/18/16 078998 AMAZON...		-\$13.80	\$5,525.43
4/18/16	POS Debit - DDA AMAZON.COM POS DEB 1925 04/17/16 S8...		-\$24.89	\$5,539.23
4/13/16	REGULAR DEPOSIT		\$960.00	\$5,564.12
4/8/16	DDA INCLEARING CHECK (3061)		-\$396.75	\$4,604.12
4/8/16	DDA INCLEARING CHECK (3058)		-\$43.97	\$5,000.87
4/6/16	DDA INCLEARING CHECK (3057)		-\$2,600.00	\$5,044.84
4/4/16	DDA INCLEARING CHECK (3059)		-\$415.52	\$7,644.84
4/4/16	POS ATM DEBIT DBT CRD 2254 04/01/16 051148 BSN*SPOR...		-\$100.68	\$8,060.36
3/31/16	REGULAR DEPOSIT		\$255.00	\$8,161.04
3/29/16	POS Recurring Debit - DDA DBT CRD 2134 03/28/16 011646...		-\$7.99	\$7,906.04
3/28/16	REGULAR DEPOSIT		\$300.00	\$7,914.03
3/24/16	POS ATM DEBIT DBT CRD 2223 03/23/16 065658 BSN*SPOR...		-\$5,883.41	\$7,614.03
3/21/16	DDA INCLEARING CHECK (3055)		-\$1,210.39	\$13,497.44
3/21/16	REGULAR DEPOSIT		\$300.00	\$14,707.83
3/18/16	DDA REGULAR CHECK (3056)		-\$200.00	\$14,407.83
3/18/16	REGULAR DEPOSIT		\$85.00	\$14,607.83
3/16/16	POS ATM DEBIT DBT CRD 2237 03/15/16 050216 BSN*SPOR...		-\$179.50	\$14,522.83
3/16/16	POS ATM DEBIT DBT CRD 2237 03/15/16 050018 BSN*SPOR...		-\$150.00	\$14,702.33
3/16/16	POS ATM DEBIT DBT CRD 2237 03/15/16 050344 BSN*SPOR...		-\$140.00	\$14,852.33
3/16/16	POS ATM DEBIT DBT CRD 2237 03/15/16 050019 BSN*SPOR...		-\$50.68	\$14,992.33
3/9/16	REGULAR DEPOSIT		000.00	\$15,043.01



Tracy Foltz

3/2/16	DDA REGULAR CHECK (3054)		-\$75.00	\$14,043.01
3/1/16	POS ATM DEBIT DBT CRD 2334 02/29/16 078428 CAMP LEA...		-\$831.00	\$14,118.01
3/1/16	POS ATM DEBIT DBT CRD 2243 02/29/16 086220 BSN*SPOR...		-\$63.00	\$14,949.01
3/1/16	REGULAR DEPOSIT		\$745.00	\$15,012.01
2/29/16	POS Recurring Debit - DDA DBT CRD 2122 02/28/16 005862...		-\$7.99	\$14,267.01
2/25/16	DDA REGULAR CHECK (3053)		-\$85.00	\$14,275.00
2/23/16	DDA INCLEARING CHECK (3052)		-\$120.00	\$14,360.00
2/22/16	REGULAR DEPOSIT		\$765.00	\$14,480.00
2/19/16	REGULAR DEPOSIT		\$335.00	\$13,715.00
2/17/16	REGULAR DEPOSIT		\$255.00	\$13,380.00
2/16/16	REGULAR DEPOSIT		\$170.00	\$13,125.00
2/11/16	REGULAR DEPOSIT		\$250.00	\$12,955.00
2/8/16	REGULAR DEPOSIT		\$500.00	\$12,705.00
2/2/16	REGULAR DEPOSIT		\$2,065.00	\$12,205.00
2/1/16	ACH Credit 160201P2 Square Inc 9424300002 16/02/01		\$1,404.43	\$10,140.00
2/1/16	REGULAR DEPOSIT		\$300.00	\$8,735.57
1/29/16	POS Recurring Debit - DDA DBT CRD 2111 01/28/16 048549...		-\$7.99	\$8,435.57
1/27/16	REGULAR DEPOSIT		\$5,785.00	\$8,443.56
1/25/16	ACH Credit 160125P2 Square Inc 9424300002 16/01/25		\$516.33	\$2,658.56
1/19/16	ACH Credit 160118P2 Square Inc 9424300002 16/01/19		\$470.00	\$2,142.23
1/11/16	ACH Credit 160111P2 Square Inc 9424300002 16/01/11		\$320.00	\$1,672.23
12/30/15	DDA REGULAR CHECK (3051)		-\$250.00	\$1,352.23
12/29/15	POS Recurring Debit - DDA DBT CRD 2116 12/28/15 057733...		-\$7.99	\$1,502.23
12/4/15	DDA REGULAR CHECK (3050)		-\$75.00	\$1,610.22



Tracy Foltz



**FARMERSVILLE LITTLE LEAGUE BASEBALL
BOOKS-2017**

Tracy Foltz

Date	Check #	Pay To	Memo	Check	Deposit	Balance
			Balance from 2016			\$790.22
1/4/2017	3071	Independent Bank	start up cash for sign-ups 2017	\$200.00		\$590.22
1/17/2017	Deposit	Independent Bank	Square Sign Ups		\$1,789.35	\$2,379.57
1/19/2017	Deposit	Independent Bank	Sign Ups		\$1,010.00	\$3,389.57
1/19/2017	Deposit	Independent Bank	Sign Ups		\$2,125.00	\$5,514.57
1/19/2017	Deposit	Independent Bank	Square Sign Ups		\$82.66	\$5,597.23
1/23/2017	Deposit	Independent Bank	Square Sign Ups		\$933.57	\$6,530.80
1/24/2017	Deposit	Independent Bank	Sign Ups		\$1,955.00	\$8,485.80
1/30/2017	Deposit	Independent Bank	Sign Ups		\$1,785.00	\$10,270.80
1/30/2017	Deposit	Independent Bank	Square Sign Ups		\$1,123.21	\$11,394.01
2/6/2017	Deposit	Independent Bank	Sign Ups		\$510.00	\$11,904.01
2/6/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$710.00	\$12,614.01
2/8/2017	ACH	Game Changer	game scores	\$29.99		\$12,584.02
2/8/2017	ACH	Game Changer	game scores	\$19.97		\$12,564.05
2/9/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$760.00	\$13,324.05
2/13/2017	Deposit	Independent Bank	Sign Ups, Sponsorship		\$675.00	\$13,999.05
2/13/2017	Deposit	Independent Bank	Sign Ups-Square		\$57.75	\$14,056.80
2/13/2017	Deposit	Independent Bank	Sign Ups-Square		\$82.66	\$14,139.46
2/28/2017	Deposit	Independent Bank	Sign Ups		\$385.00	\$14,524.46
3/6/2017	Deposit	Independent Bank	Sign Ups		\$85.00	\$14,609.46
3/15/2017	ACH	Benemarc, Inc.	Insurance	\$1,067.50		\$13,541.96
3/17/2017	Deposit	Independent Bank	Sign Ups		\$85.00	\$13,626.96
3/20/2017	DC	Amazon	equipment, supplies	\$119.85		\$13,507.11
3/21/2017	DC	Amazon	equipment, supplies	\$69.94		\$13,437.17
3/22/2017	DC	Amazon	equipment, supplies	\$246.95		\$13,190.22
3/24/2017	DC	Baden	equipment, supplies	\$99.99		\$13,090.23
3/27/2017	3076	Sam's Club	Concession Stand supplies	\$897.96		\$12,192.27
3/28/2017	Deposit	Independent Bank	Sponsorship		\$500.00	\$12,692.27
3/28/2017	3075	CBI Embroidery & Screen	Uniforms	\$6,756.00		\$5,936.27
3/29/2017	3073	District #3 ASA Umpires Assn.	Umpires	\$1,995.00		\$3,941.27
3/29/2017	3074	District #3 ASA Umpires Assn.	Umpires	\$315.00		\$3,626.27
4/10/2017	3077	Sam's Club	Concession Stand supplies	\$567.03		\$3,059.24
4/11/2017	3072	CYA	Rainout	\$57.00		\$3,002.24
4/14/2017	3078	Brookshire's	Concession Stand supplies	\$62.54		\$2,939.70
4/17/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,938.71
4/24/2017	3079	Sam's Club	Concession Stand supplies	\$680.32		\$2,258.39
5/15/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,257.40
6/2/2017	Deposit	Independent Bank	Concession Earnings		\$777.00	\$3,034.40
6/6/2017	3080	Sam's Club	Concession Stand supplies	\$280.00		\$2,754.40
6/15/2017	ACH	Itunes	storage for Brackets	\$0.99		\$2,753.41

Agenda Section	Regular Agenda
Section Number	V.D
Subject	Consider, discuss and act upon Interlocal Agreement (ILA) between the City of Farmersville and Collin County for Jail Services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	ILA from Collin County
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 another agenda. _____ • No motion, no action

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Farmersville ("City") and Collin County, a political subdivision of the State of Texas ("County").

Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperation Act., Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this Agreement shall be for a period of one (1) year ending September 30, 2018 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

2.02 Termination

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

Section 3. Services

3.01 Services to be Provided

The County agrees to provide the City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

3.02 Persons Accepted

- (1) The Collin County Sheriff's Office Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the

original warrant, a certified or facsimile copy of a valid arrest warrant, or if a Teletype Confirmation of the warrant is received by the Collin County Sheriff's Office.

- (2) The Collin County Sheriff's Office Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in our custody, if the warrant being executed by that officer is an original, certified, or facsimile copy, or Teletype Confirmation received by the jail staff.
- (3) The Collin County Sheriff's Office Detention Center will accept all on-view arrests of Class C violators.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against them pursuant to Tex. Code Crim. Proc. Art. 45.041. If that defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Collin County Sheriff's Office Detention Facility will accept such defendants on jail commitments if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with Tex. Cod Crim. Proc. Art. 45.046, stating in part:
 - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
 - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fines and costs under Article 45.049; and could have discharged the fines and costs under Article 45.049 without experiencing any undue hardship."

Section 4. Non-Exclusivity of Service Provision

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

Section 5. Compensation

5.01 Basic Charge

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

5.02 Additional Charges

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

5.03 Billing

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

5.04 Cost of Additional Charges

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

5.05 Source of Payment

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

Section 6. Lawful Arrest and Detention

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

Section 8. Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall defend the County with respect to all claims arising out of the County's performance under this agreement. The City will also hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Section 9. Amendment

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

Section 10. Controlling Law

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

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

11.02 Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(b) if the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Bldg.
2300 Bloomdale Road
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

Section 13. Captions

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

Section 14. Counterparts

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

Section 15. Obligations of Condition

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

Section 16. Exclusive Right to Enforce this Agreement

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

Section 17. Prior Agreements Superseded

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

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"
Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

"City"
City of _____, Texas

By: _____

Date: _____

Agenda Section	Regular Agenda
Section Number	V.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	August 8, 2017
Attachment(s)	Railroad contract and exhibit
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 07-25-2017, 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 270' 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 conventional dry bore 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 kcscrossings@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

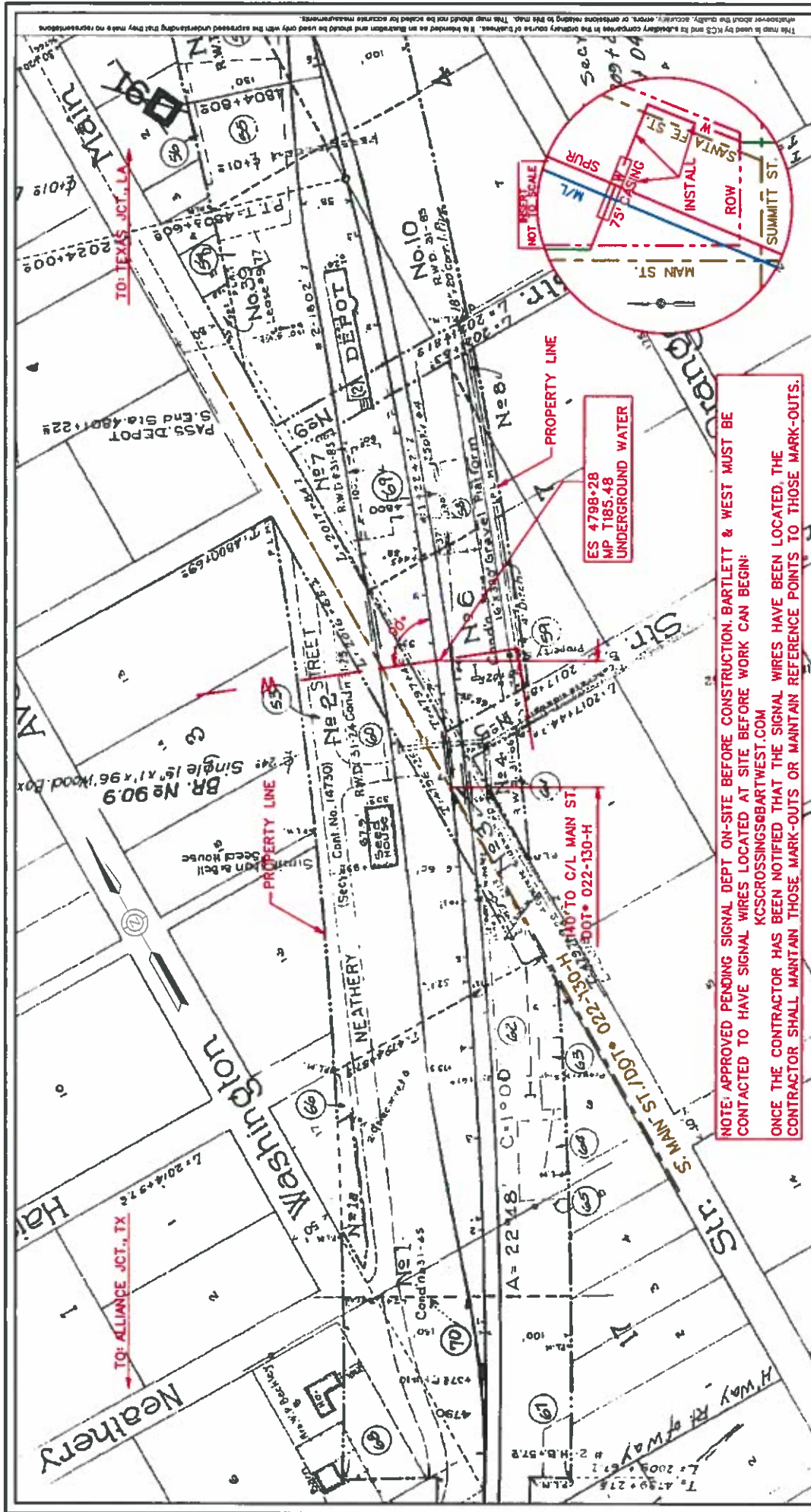
Date: _____

CITY OF FARMERSVILLE

By: _____

Title: _____

Date: _____



SPECIFICATIONS:

ITEM	QUANTITY	UNIT	DESCRIPTION
1. LENGTH OF PIPE ON ROW	214	LF	24" DIA. 15' CONVENTIONAL DRY EDGE
2. OUTSIDE DIAMETER	24"	IN	24" DIA. 15' CONVENTIONAL DRY EDGE
3. PIPE MATERIAL	STEEL	IN	24" DIA. 15' CONVENTIONAL DRY EDGE
4. WALL THICKNESS	1/2"	IN	24" DIA. 15' CONVENTIONAL DRY EDGE
5. JOINT TYPE	WELDED	IN	24" DIA. 15' CONVENTIONAL DRY EDGE
6. COATING	N/A	IN	24" DIA. 15' CONVENTIONAL DRY EDGE

INSTALLATION DETAILS

METHOD OF INSTALLATION	CONVENTIONAL DRY EDGE
PIPE	24" DIA. 15' CONVENTIONAL DRY EDGE
PIPE MATERIAL	STEEL
PIPE WALL THICKNESS	1/2" IN
PIPE JOINT TYPE	WELDED
PIPE COATING	N/A

KANSAS CITY SOUTHERN RAILWAY COMPANY

Date:	07-25-2017	APPROVED BY:
Drawn By:	JFB	
Checked By:	TRF	
Company:	BARTLETT & WEST	
Sheet No.:	1 of 1	MAP #:
Scale:	1" = 100'	KCS FILE NO:

17-3223

EXHIBIT "A"
PROPOSED UNDERGROUND PIPELINE CROSSING FOR CITY OF FARMERSVILLE
 MP 1185.48 GREENVILLE SUBD.
 FARMERSVILLE, TX (33.159380, -96.359875)

Agenda Section	Regular Agenda
Section Number	V.F
Subject	Consider, discuss, and act upon resignation of Mr. Larry Durbin from the Volunteer Fire Department and reappointing someone to the EMS Advisory Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 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"> • Chief Kim Morris to lead discussions • 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	V.G
Subject	Consider, discuss, and act upon sanitary sewer tap agreement in regards to the Stephenson's property.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	Sewer Tap 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 Secretary
CITY OF FARMERSVILLE
205 S. Main Street
Farmersville, Texas 75442

**CITY OF FARMERSVILLE
SEWER TAP AGREEMENT**
(David P. and Lisa M. Stephenson)

This Sewer Tap Agreement ("Agreement") is effective from and after the date of execution of the last party to sign this Agreement, by and between the **CITY OF FARMERSVILLE, TEXAS** ("City"), a Type A general-law municipal corporation, and **David P. and Lisa M. Stephenson**, in their capacity as the owner of the "Property" described herein below ("Property Owner").

WHEREAS, David P. and Lisa M. Stephenson own a certain tract of property containing approximately 3.431 acres of land, more or less, in the WB Williams Survey, Tract 251, Abstract No. A0952, City of Farmersville, Collin County, Texas (the "Property"); and

WHEREAS, the Property Owner requested a sewer tap and service lines in return for granting a sewer easement on the Property;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. All of the foregoing recitals are hereby found to be true and correct and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.
2. City agrees to install and connect, at City's sole cost and expense for labor and materials, one (1) sanitary sewer tap up to six inches (6") in diameter to the City's sanitary sewer main. Said Sewer Tap shall be installed in accordance with the City's then applicable design guidelines.
3. Property Owner agrees to provide City at least 60 days' written notice requesting the installation of Sewer Tap to serve the Property. City will use its best efforts to install Sewer Tap within thirty (30) days and no later than sixty (60) days following City's receipt of Property Owner's written request for a Sewer Tap.
4. The City shall be responsible for all costs, expenses and fees associated with the design and construction of up to four (4), four inch (4") service line(s) connected from building(s) on the property to said Sewer Tap and that said Sewer Tap shall be used by only one sewer customer of City.

5. Property Owner agrees that all coordination required with public and/or private utility agencies to eliminate conflicts with proposed street grades or underground improvements for any work performed by Property Owner on or about the Property shall be the responsibility of Property Owner. Likewise, coordination for any work performed by Property Owner on or about the Property with agencies requiring special conditions (i.e., railroads and the Texas Department of Transportation) shall be the responsibility of Property Owner.
6. Property Owner expressly acknowledges that by entering into this Agreement, Property Owner together with its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits hereto as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City except as herein specifically identified and agreed.
7. This Agreement shall be a covenant running with the land, and be binding upon Property Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
8. This Agreement shall not be assignable by Property Owner without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
9. This Agreement has been duly authorized by the respective governing bodies of the parties hereto and the undersigned officer is the duly authorized officer of each entity to execute this Agreement.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives and successors.
11. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral agreements between the parties respecting the subject matter.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date indicated below.

CITY OF FARMERSVILLE

By: _____
Diane C. Piwko
Mayor

Date: _____

ATTEST:

Sandra Green, City Secretary

By: _____
David P. Stephenson

Date: _____

By: _____
Lisa M. Stephenson

Date: _____

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, personally 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 _____, 20____.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by David P. Stephenson, in his capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that David P. Stephenson owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Lisa M. Stephenson, in her capacity as Owner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Lisa M. Stephenson owns the Property described in such instrument and that he executed the same for the purposes and benefits therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

Agenda Section	Regular Agenda
Section Number	V.H
Subject	Consider, discuss, and act upon the Thoroughfare Design Manual.
To	Mayor and Council Members
From	Ben White, City Manager
Date	August 8, 2017
Attachment(s)	Thoroughfare Design Manual
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

CITY OF FARMERSVILLE



Farmersville

THOROUGHFARE DESIGN STANDARDS

Adopted _____

By Ordinance # _____

(This page is intentionally left blank)

TABLE OF CONTENTS

- I. General Requirements
- II. Street Design Standards
- III. Median and Left Turn Lane Design Standards
- IV. Alley Design Standards
- V. Driveway Design Standards
- VI. Sidewalk and Location Design Standards
- VII. Public Right-of-Way Visibility
- VIII. Off Street Requirements
- IX. Rural Subdivision Requirements

(This page is intentionally left blank)

SECTION I

GENERAL REQUIREMENTS

A. INTRODUCTION

The “Thoroughfare Design Standards” are intended to implement the provisions of the Subdivision Ordinance and to provide for the orderly, safe, healthy and uniform development of the area within the corporate city limits and in the extraterritorial jurisdiction (ETJ) surrounding the City of Farmersville.

The City of Farmersville “Standard Construction Details”, “Standard Specifications” and the North Central Council of Governments (NCTCOG) “Standard Specifications for Public Works Construction” are considered supplemental and are part of the Thoroughfare Design Standards. The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. Adherence to the requirements of these standards and/or approval by the City of Farmersville or its authorized representatives in no way relieves the developer or his engineer for adequacy of design or for the completeness of the plans and specifications or the suitability of the completed facilities. Specific projects may require more stringent design standards. The city of Farmersville may determine that design requirements other than those included in these standards are necessary and will inform the developer of such requirements before the final engineering review.

The developer shall notify the City of Farmersville, in writing, of any known deviations from the requirements set for in the standards for thoroughfare design, construction details, or specifications.

B. THOROUGHFARE DESIGN STANDARDS

The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. It is not intended that these standards cover all aspects of paving construction for any given development. The developer shall provide proper engineering design for all facilities not covered by these standards in accordance with good engineering practice and shall utilize first class workmanship and materials in all construction.

C. CONSTRUCTION STANDARDS AND SPECIFICATIONS

All work and materials shall be in accordance with the latest editions of the City of Farmersville Design Manuals, Ordinances, Standard Construction Details, Standard Specifications, and the North Central Texas Council of Governments (NCTCOG) Public

Works Construction Standards. Should a conflict be found between the two publications, the City of Farmersville Design Manuals, Ordinances, and Standards shall take precedence.

In the event that an item is not covered by the City of Farmersville Design Manuals, Ordinances, or Standards; the NCTCOG Public Works Construction Standards shall apply. Notification in writing by the contractor shall be made to the engineer of record, City inspector and the City of the issue. The City of Farmersville shall make the final decision regarding all construction materials, methods, and procedures specified in construction plans. Reference to all documents contained in the project specifications shall refer to the latest edition of each document or the version adopted by the City Council.

D. INSPECTION OF CONSTRUCTION BY CITY PERSONNEL

Inspection of construction activities shall be conducted by staff of the City of Farmersville under direction of the city Engineer or authorized representative. The City inspector shall observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general conformance with the standards and specifications for the project, but he will not be a guarantor of the Contractor's performance. The City will not accept any development until City staff has approved all construction. The developer shall be responsible for any additional expense to the City for inspection that is necessary after normal business hours, or when the improvements will be privately owned. The City will establish the rate for compensation and other expenses.

The developer will be responsible for furnishing the original reproducible engineering drawings corrected to show any revised construction conditions to the City before any improvements will be accepted. All public works improvements must be accepted by the City before any City Building permits will be issued.

SECTION II

STREET DESIGN STANDARDS

A. DEFINITIONS

TABLE 1					
Type	Designation	R-O-W	Pavement (Face to Face)	Median (Face to Face)	Parkway Width ‘
Principle 6 Lane Divider	P6D	120’	2-36’	20’	13.5’
Major 6 Lane Divider	M6D	120’	2-36’	20’	13.5’
Principle 4 Lane Divider	P4D	100’	2-24’	20’	15.5’
Major 4 Lane Divider	M4D	100’	2-24’	20’	15.5’
Principle 4 Lane Undivided	P4U	70’	44’	None	12.5’
Major 4 Lane Undivided	M4U	70’	44’	None	12.5’
Regional 4 Lane Divided	R4D	110’	2-24’	20’	20’
Regional 2 Lane Divided	R2D	90’	2-24’	20’	10’
Collection Street	C2U	65’	36’	None	14’
Local Street	L2U	50’	26’	None	11.5’

Above defined by the City of Farmersville, Texas, Comprehensive Plan and most recent Major Thoroughfare Plan.

B. MINIMUM HORIZONTAL DESIGN RADIUS

Minimum Centerline Radius is defined by the design speed of the respective street. The design speed of each street in the City of Farmersville, as defined by the Thoroughfare Plan, can be determined from Table 2.

TABLE 2
DESIGN SPEED OF EACH TYPE OF STREET

Street Type	Design Speed
P6D, M6D	45 mph
P4D, M4D, R4D, R2D.....	40 mph
P4U, M4U, C2U	35 mph
L2U	30 mph

The minimum acceptable horizontal centerline radius, for each respective street’s design speed, is shown in Table 3. The cross slope is assumed to be ¼” per foot from the inside toward the outside.

TABLE 3
MINIMUM HORIZONTAL CENTERLINE RADIUS

Y	f	e	(e+f)	R	R
(mph)		(ft/ft)		(Calculated)	(Rounded for Design)
				(ft)	(ft)
25	0.170	-0.0208	0.1492	279.27	280
30	0.160	-0.0208	0.1392	431.03	440
35	0.150	-0.0208	0.1292	632.09	640
40	0.145	0.0208	0.1242	858.83	860
45	0.142	0.0208	0.1212	1,113.86	1,120
50	0.140	-0.0208	0.1192	1,398.21	1,400
55	0.130	-0.0208	0.1092	1,846.76	1,850
60	0.120	-0.0208	0.0992	2,419.35	2,420

Minimum centerline design radius for residential streets shall be 280-feet for curves with a length over 125 feet long. Other important considerations in the design of curves on city streets and thoroughfares include the location of intersecting streets, drives, bridges and other topographic features. In residential areas long, straight streets are discouraged. The maximum allowable tangent length on a street in a residential area is 600 feet, and a maximum allowable curve radius in 1,000 feet. Curvilinear streets in a residential area will be evaluated on a case by case basis. When reverse curves are designed into a roadway the stopping sight distance must be maintained throughout the section. Reverse horizontal curves must be separated by a minimum 100 foot tangent section, and the centerline offset from the initial tangent to the final tangent must be a minimum of 30 feet.

C. SUPERELEVATION

When super elevation is used on secondary and major thoroughfares as approved by the City Engineer, use the following equation to calculate the rate of super elevation necessary for the design radius:

$$E = \frac{V^2}{15R} - f$$

Where:

- e = rate of roadway super elevation, foot per foot
- f = side friction factor (See Table 3)
- V = vehicle design speed, mph
- R = radius of curve in feet

The maximum allowable rate of super elevation for urban roadways in the City of Farmersville is 4%. When used, super elevation runoff must be designed consistent with TXDOT Roadway Design Manual and AASHTO Green Book.

D. MINIMUM VERTICAL ALIGNMENT

Vertical Alignment is a function of Stopping Sight Distance (SSD), which is given by:

$$SSD = 1.47PV + \frac{V^2}{30(f+g)}$$

Stopping Sight Distances are calculated for $g = 0$, rates of vertical curvature are derived from the AASHTO Green Book and used (K) to determine crest curve lengths per Table 4.

The maximum grade for residential streets is 10% unless otherwise approved by the City where natural topography is such as to require steeper grades. The maximum grade for all other streets shall be 7.50%. The minimum grade for all streets is 0.50%.

TABLE 4
MINIMUM ACCEPTABLE CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S K			L- KA									
MPH Ft.			A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	30	100	100	100	120	150	180	210	240	270	300
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	80	100	160	240	320	400	480	560	640	720	800
45	400	120	120	240	360	480	600	720	840	960	1080	1200
50	475	160	160	320	480	640	800	960	1120	1280	1440	1600
55	550	220	220	440	660	880	1100	1320	1540	1760	1980	2200
60	650	310	310	620	930	1240	1550	1860	2170	2480	2790	3100

TABLE 5
MINIMUM ACCEPTABLE SAG CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S K			L- KA									
MPH Ft.			A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	40	100	100	120	160	200	240	280	320	360	400
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	70	100	140	210	280	350	420	490	560	630	700
45	400	90	100	180	270	360	450	540	630	720	810	900
50	475	110	110	220	330	440	550	660	770	880	990	1100
55	550	130	130	260	390	520	650	780	910	1040	1170	1300
60	650	160	160	320	480	640	800	960	1120	1280	1440	1600

E. INTERSECTION CURB RADII

The radius shall be thirty (30) feet at the intersection of all intersecting street unless otherwise approved by the City engineer or Authorized Representative. See Figure 1.

Note: At many intersections, the curb radius encroaches on the right-of-way so as to not provide sufficient room for sidewalks, utilities, etc. within the parkway. Therefore, right-of-way will be dedicated at the intersection of all streets such that a minimum of nine and one-half (9.5) feet of parkway shall be maintained from the back of the curb along the curb's radius.

F. RESIDENTIAL FRONTAGE

Residential houses shall not front a thoroughfare unless parallel access roads are provided. Minimum distances between adjacent curbs or the thoroughfare and the access road shall be twenty (20) feet.

G. STATE DESIGNATED ROADS

All such roads within the City of Farmersville will conform to State Design Standards unless otherwise directed by the City Engineer.

SECTION III

MEDIAN AND LEFT TURN LANE DESIGN STANDARDS

A. WIDTH OF MEDIAN

Median widths vary from a minimum of 4' (with left turn lanes) to a maximum of 20' (see Table 1).

B. REQUIRED MEDIAN OPENING AND LEFT-TURN LANE

Median openings on divided thoroughfares shall be provided at all dedicated street intersections and at private drives where they conform to the City's spacing requirements. A left turn lane for the proposed drive or street shall accompany the median opening.

C. COST OF MEDIAN OPENINGS AND LEFT-TURN LANES

Median openings and left-turn lanes constructed to serve private drives and new roads shall be paved to City standards, inspected by City Inspectors, and paid for by owners served by the median openings and left-turn lanes. The City shall be responsible for, and pay the costs of, the paving of median openings and left-turn lanes, constructed to serve existing dedicated streets, and those that exist for drives, when a part of the Capital Improvement widening program is undertaken by the City on an existing public street.

D. MINIMUM LEFT-TURN STORAGE, TRANSITION LENGTH, AND MEDIAN OPENING WIDTH, LOCATION, AND SPACING REQUIREMENTS

(1) Left Turn Storage

All left-turn storage areas shall be ten (10) feet wide with minimum storage requirements for left-turn lanes as in Table 6.

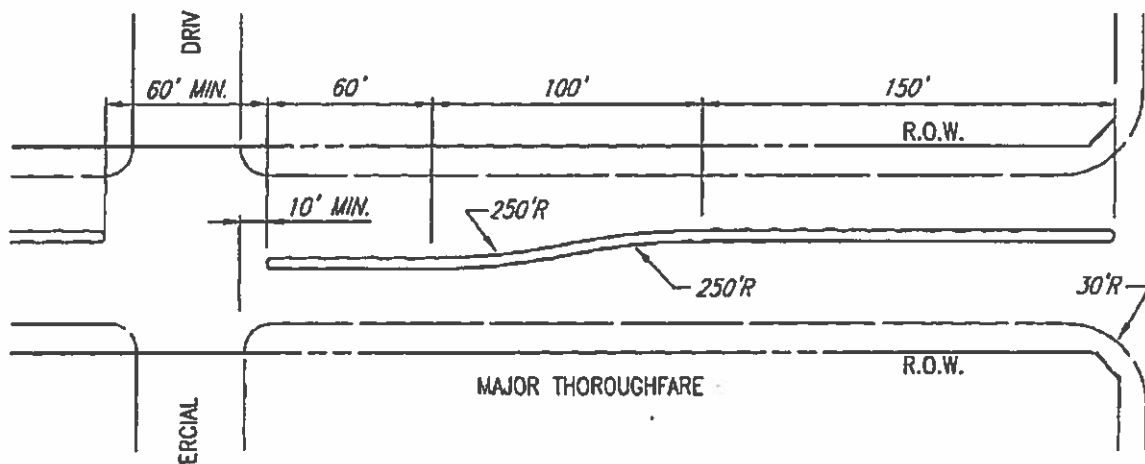
TABLE 6
MINIMUM LEFT-TURN STORAGE REQUIREMENTS

Intersecting Thoroughfares	Minimum Storage	
Principle with Principle	150	feet
Principle with Major	100	feet
Principle with Collection/Local	60	feet
Principle with Private Drive	60	feet
Major with Principle	100	feet
Major with Collection/Local	60	feet
Major with Private Drive	60	feet

- (2) **Transition Length**
The transition curves used in left-turn lanes shall be two 250-foot radius reverse curves, which will require a total transition length of 100-feet.
- (3) **Median Openings**
a) Median openings at Intersections shall be from right-of-way to right-of-way or the intersecting street.
b) the minimum width of mid-block median opening shall not be less than sixty (60) feet. See Figure 1.
- (4) **Medians Where No Left-Turn Pocket is Needed**
a) If left-turn storage is provided in only one direction, (i.e., a drive cannot be installed for the other direction), the minimum length of median must be the required left-turn storage and transition length, plus 30-feet of median length beyond the end of the transition.
b) If the left turn storage is not required in either direction, but the median is simply a spacer between two median openings, the minimum length of the spacer must be 50-feet. See Figure 2.
- (5) **Medians into Developments on Public Streets**
Medians installed on undivided streets at entrances to subdivisions for aesthetic or any other purpose will be a minimum of 4-feet wide and 100-feet long.

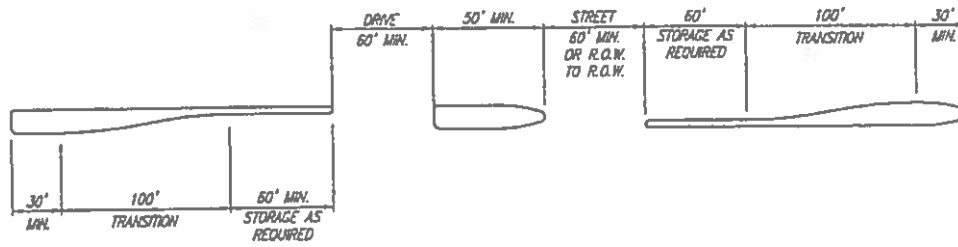
Note: Storage requirements listed herein are absolute minimums. Storage requirements may increase based upon actual and projected traffic demands.

FIGURE 1

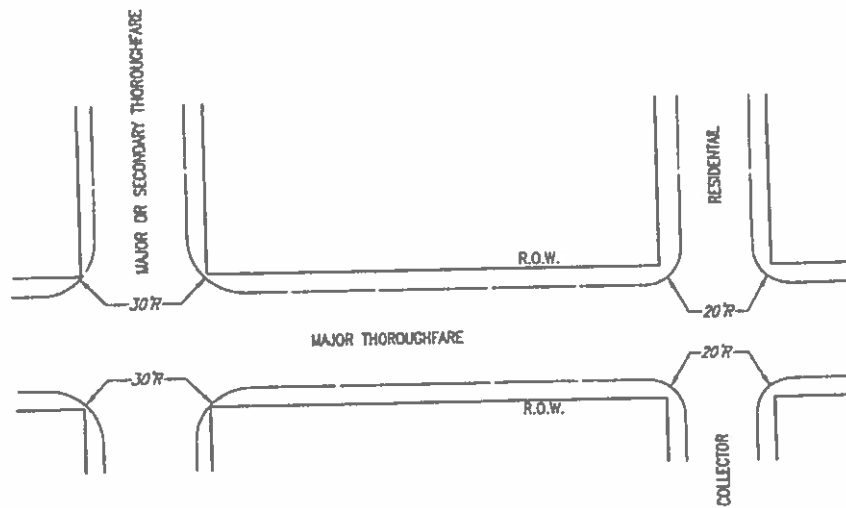


**TYPICAL MEDIAN OPENING SPACING
MAJOR THOROUGHFARE**

FIGURE 2



**TYPICAL MEDIAN DIMENSIONS WITHOUT BACK
TO BACK LEFT TURN POCKETS**



CURB RADII AT INTERSECTION

SECTION IV

ALLEY DESIGN STANDARDS

A. ALLEY REQUIREMENTS FOR DEVELOPMENTS

Alleys shall be constructed in accordance with City of Farmersville Subdivision Ordinance. Alleys shall be provided in all residential areas and shall be paved with concrete in accordance with the City's Standard Construction Details. The City Council may waive the residential alley requirement upon determination of the Council that such a waiver is in the best interest of the city. Alleys may be required in commercial and industrial development. The city may waive the commercial and industrial alley requirement upon determination of the council, if in its opinion adequate provisions are made for service access such as off-street loading, unloading and parking consistent with the uses proposed.

B. ALLEY INTRSECTIONS

Alleys shall not intersect major or secondary thoroughfares with medians. Alleys which run parallel to and share a common right-of-way line with a major thoroughfare shall turn away from the major street not less than one subdivision lot width or a minimum of 50-feet (whichever is greater) from the cross street intersection.

C. ALLEY WIDTHS

The minimum alley right-of-way width shall be twenty (20) feet with a minimum 12-foot paved width. Dead-end alleys shall not be permitted without special permission from the City Engineer or Authorized Representative. The geometry of alley construction shall conform to the Standard Construction Details.

D. ALLEY RADIUS

Alley radii at street intersections in residential developments shall not be less than 10-feet. Alley radii at street intersections in commercial and residential developments shall not be less than 30-feet unless approved by the City Engineer or Authorized Representative.

SECTION V DRIVEWAY DESIGN STANDARDS

A. DEFINITION OF DRIVEWAY TYPES

For purposes of interpreting the provisions of these Rules and Regulations, the following definitions shall apply:

- (1) A “residential” driveway provides access to a single-family residence, to a duplex, or to a multi-family building containing five or fewer dwelling units. These drives shall intersect residential and commercial roadways only. All access to residential property abutting all other thoroughfares shall be off the alley or a service road.
- (2) A “commercial” driveway provides access to an office, retail or institutional building, or to a multiple-family building having more than five dwelling units. It is anticipated that such buildings will have incidental truck service. Commercial drives shall access to Major or Secondary Thoroughfares only.
- (3) An “industrial” driveway serves substantial numbers of truck movements to and from loading docks of an Industrial facility, warehouse, or truck terminal. A central retail development, such as a community or regional shopping center, may have one or more driveways specially designed, signed, and located to provide access for trucks and such driveways shall be considered industrial driveways. Industrial plant driveways whose principal function is to serve administrative or employee parking lots shall be considered commercial driveways. Industrial drives shall access to Major or Secondary Thoroughfares only.

Note: Two-way driveways shall always be designed to intersect the street at a 90° angle. One-way driveways may be designed to intersect a street at a 45° angle.

B. DRIVEWAY WIDTH

As the term is used here, the width of a driveway refers to the width of pavement at the property line.

- (1) Residential driveway onto streets shall have a minimum width of 12-feet and a maximum width of 24-feet. Joint access residential drives shall have no less than nine (9) feet on any property. See Figure 4.
- (2) Commercial/Industrial. Two-way operation: See Figure 5.
 - a) Commercial driveways shall have a minimum width of twenty-four (24) feet and a maximum width of thirty (30)-feet.
 - b) Industrial driveways shall have a minimum width of 30-feet and a maximum width of 40-feet. Joint access commercial/industrial drives shall have no less than ten (10) feet on any property, with the full drive width and access pavement to the property built for the development at the same time.

(3) Commercial/Industrial – One way operation:

- a) 90-degree drives shall have a width of 18-feet for ingress and 22-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. See Figure 6.
- b) 45-degree drives shall have a width of 18-feet for ingress and 16-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. Joint access commercial/industrial drives shall have no less than 10-feet on any property, with the full drive width and access pavement to the property built for the development at the same time. See Figure 7.

C. DRIVEWAY RADIUS

All driveways intersecting dedicated streets shall be built with a circular curb radius connecting the 6-inch raised curb of the roadway to the design width pavement of the driveway. All driveways shall provide for barrier free access. Driveway radii shall fall entirely within the subject property so as to begin at the street curb, at the extension of the property line.

(1) 90-degree Intersection (See Detail)

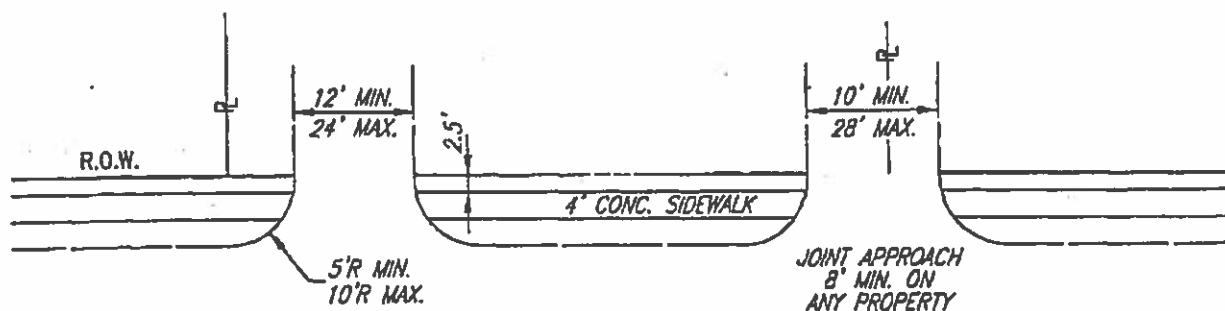
- a) The curb radii for a residential drive shall be a minimum, of 5-feet and a maximum of 10-feet.
- b) The curb radii for commercial and industrial drives shall be 30-feet unless otherwise approved by the City.

(2) 45-degree Intersection

The curb radii shall be 5-feet for the outside of the drive and 2-feet for the median. See Detail.

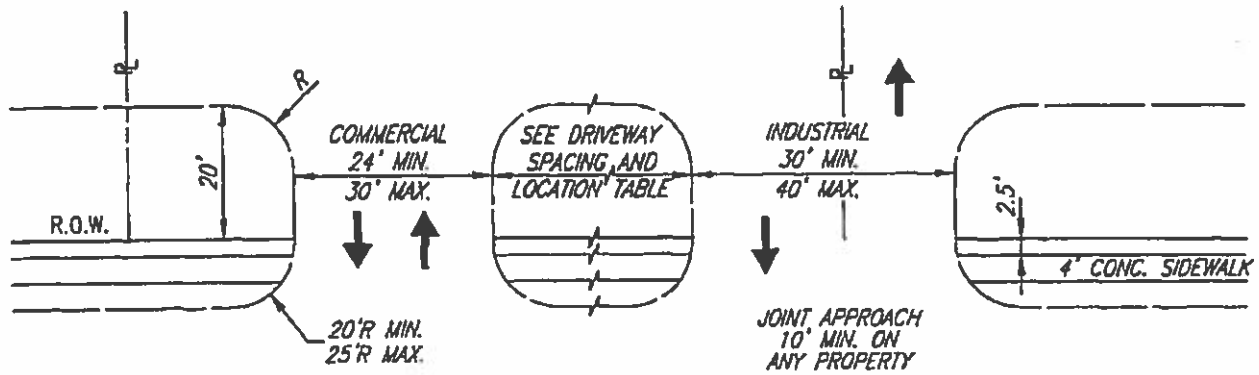
In order that the definition of the location of the edge of pavement for the thoroughfare may be maintained, driveway radii shall always be designed to become tangent to the street curb line. All commercial and industrial drives will have an unbroken curb length of not less than 20-feet from the right-of-way, or 30-feet from the roadway curb extending into the site on each side of the drive.

FIGURE 4



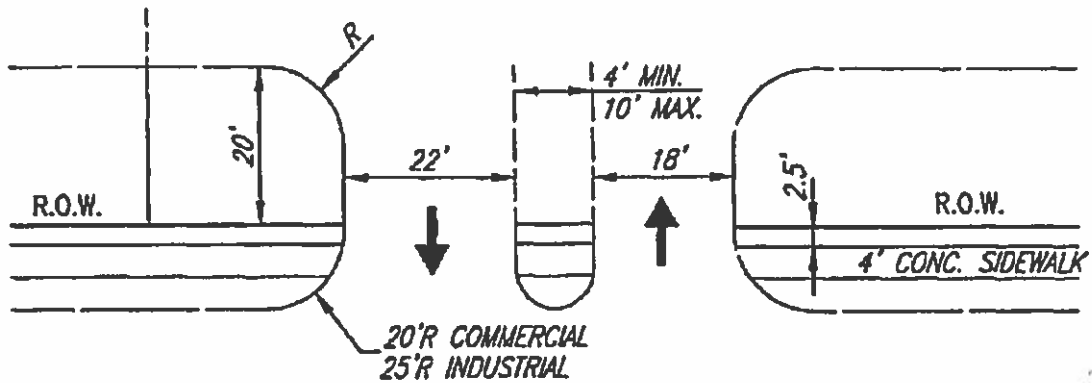
DRIVEWAYS WIDTH, RADIUS, SPACING

FIGURE 5



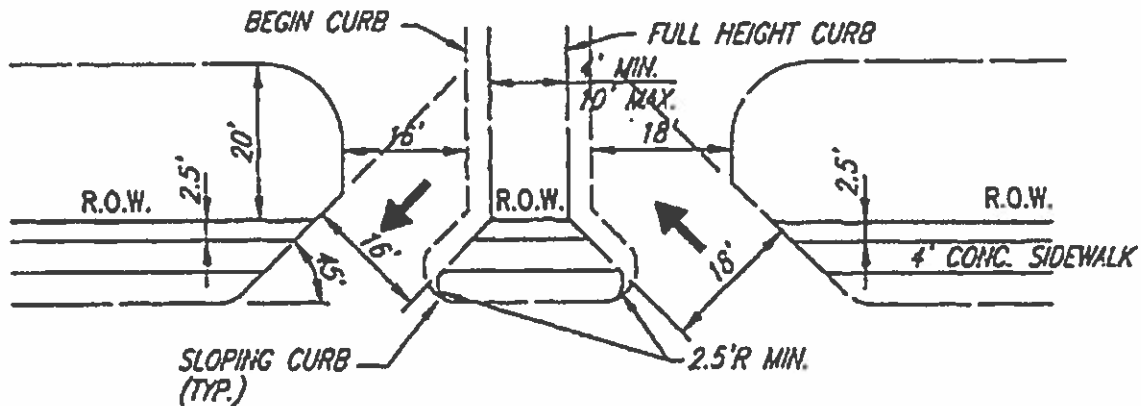
DRIVEWAYS WIDTH, RADIUS, SPACING

FIGURE 6



DRIVEWAYS WIDTH, RADIUS, SPACING

FIGURE 7



DRIVEWAYS WIDTH, RADIUS, SPACING

D. DRIVEWAY SPACING AND LOCATION IN RELATION TO OTHER DRIVES

(1) Residential

Driveway approaches on a tract of land devoted to one use shall not occupy more than 70% of the frontage abutting the roadway. No more than two driveway approaches shall be permitted on any parcel of property on each street.

(2) Commercial and Industrial

The spacing and location of driveways shall be related to both existing adjacent driveways and those shown on approved development plans. The spacing between driveways shall depend upon the design speed of the street as shown in Table 7. Driveways shall not be permitted in the transition area of a deceleration lane or a right turn lane.

**TABLE 7
DRIVEWAY SPACING IN RELATION TO OTHER DRIVES GIVEN
THE DESIGN SPEED OF THE STREET**

<u>Design Speed (MPH)</u>	<u>Driveway Spacing (Ft.)</u>
25	65
30	90
35	100
40	120
45	150
50	200

The minimum spacing shall not be more than 10-feet less than shown above. Spacing between driveways will be measured along the property line from the edge of one driveway to the closest edge of the next driveway and not from centerline to centerline.

E. DRIVEWAY SPACING IN RELATION TO A CROSS STREET

(1) 90 Degree Intersection – Drive to Road

- a) Driveways that intersect at 90 degrees to a residential or “secondary street” shall be located a minimum of the drive radius from a residential street’s end of curb radius.

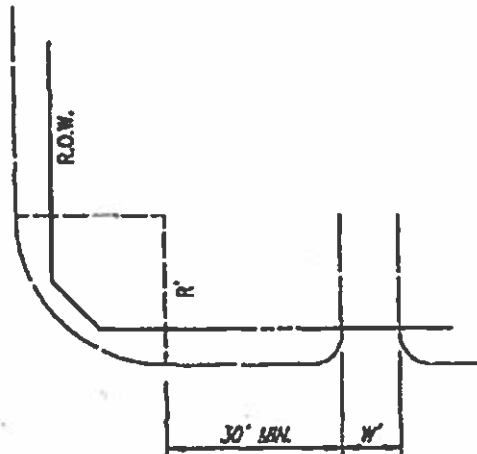
- b) A driveway that intersects at 90 degrees to a residential or secondary street shall be located a minimum of thirty (30) feet from a secondary or major street's end of curb radius. See Figure 8.
 - c) A driveway that intersects at 90 degrees to a major street shall be located a minimum of 100-feet from any intersecting street's right-of-way or from the end of any intersecting street's curb radius as determined by the City Engineer. If the property length, along the street, is such that both the drive and the drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. See Figure 9.
- (2) 45 Degree Intersection – Drive to Road
- a) If one-way angle drives are used, the radius for the driveway on a residential or secondary may not begin less than 35-feet from an intersecting street's end of curb radius.
 - b) On a major street the drive shall be located a minimum of 100-feet from any intersecting street's right-of-way. If a property length, along the street, is such that both the drive and drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. See Figure 10.

A summary of driveway widths, radii, and angel requirements are given in Table 8.

TABLE 8
SUMMARY OF DRIVE REQUIREMENTS

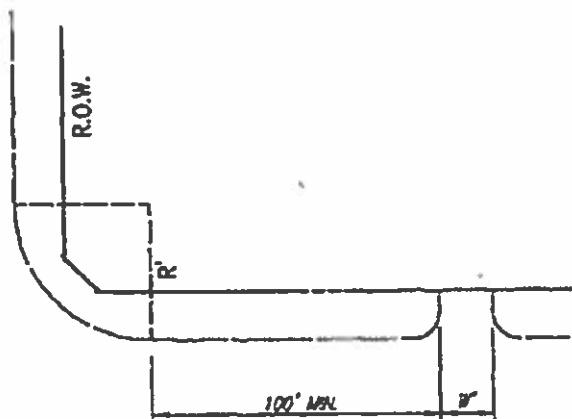
	Residential	Commercial	One-Way		Industrial
			In	Out	
Width (ft)					
Minimum	12	20			30
One-way (only)					
90°			18	22	
45°			18	16	
Maximum	24	30			40
Curb Radius (ft)					
45° (one-way)	5	10	10	10	10
90°	5 - 10	30	Same	Same	30
Intersection					
Angles (deg.)	90°	90°	90°	90°	90°
	45°	45°	45°	45°	45°

FIGURE 8



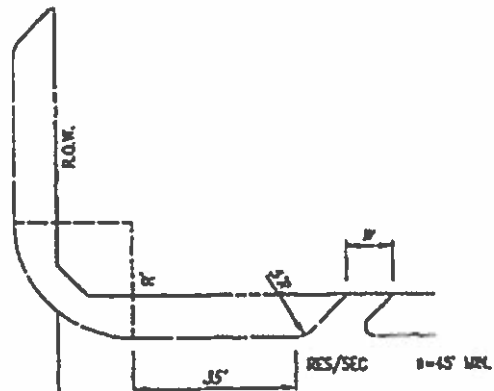
DRIVE INTERSECTION A RESIDENTIAL OR SECONDARY

FIGURE 9



90° DRIVE INTERSECTING A MAJOR

FIGURE 10



ANGLE DRIVE

SECTION VI

SIDEWALK AND LOCATION DESIGN STANDARDS

A. DEFINITION OF SIDEWALK

A sidewalk is the paved area in a street ROW between the curb lines or the edge of pavement of the roadway and the adjacent property lines for the use of pedestrians. The City of Farmersville considers a sidewalk to be an “accessible route” as specified in Section 4.3 of the Texas Accessibility Standards (TAS) and considers a public sidewalk a “facility” under the TAS and the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28 C.F.R. Part 35. Sidewalks are subject to the requirements of Chapter 469 of the Texas Government Code as a City-funded public ROW project for Texas Department of Licensing and Registration (TDLR) inspection purposes (Per 16 Texas Administrative Code, Chapter 68) unless exempted by the City Engineer. Compliance with these regulations shall be the responsibility of the owner/developer. Sidewalks shall conform to all current TAS, ADA requirements, and in accordance with this section, and if there is a conflict among those standards, the more stringent shall govern. The maximum running grade (longitudinal slope) of the sidewalk shall not exceed 5% unless approved by the City Engineer. The maximum cross-fall (cross slope) of the sidewalk shall not exceed 2%.

These sidewalks shall conform to the following standards:

- 1) **Zoning Classification Requiring Sidewalks:** Concrete sidewalks designed and located according to City standards shall be constructed along all streets in all zoning classifications except agricultural zoning. The Owner shall build sidewalks at the time of site development. Should it be impractical to install the sidewalk at the time, funds for the sidewalk construction shall be placed in escrow with the City for use at the time when sidewalks are needed. Payment or escrow shall be made at the time of site plan or final plat approval.
- 2) **Residential Areas (Single Family, Two Family and Multi-Family):** Sidewalks shall be 5-feet in width and located 2-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 5-feet in width and constructed adjacent to the back of curb.
- 3) **Non-residential Areas:** Sidewalks shall be 6-feet in width and located at least 2-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 6-feet

in width and constructed adjacent to the back of curb.

- 4) Exceptions: In areas where mailboxes and other structures interfere with a clear width of 5-feet for the sidewalk, the specified width shall be wrapped around and along one side of the mailbox or other structure.
 - 5) Waiver: The sidewalk required in non-residential areas may be waived by the City Council either temporarily or permanently at the time of site plan or final plat approval. Waiver may be granted based on site conditions and/or location of the tract.
 - 6) Areas Without Screening Walls: In areas on major and secondary roadways where either screening is not required or a type of screening other than a wall is used, (e.g., a berm, foliage, etc.) a 5-foot sidewalk will be constructed not more than 2-feet from the back of the curb line or the edge of pavement and the adjacent property line as required by the Thoroughfare Plan.
 - 7) Areas with Screening Walls: In areas where a screening wall is provided, a concrete sidewalk shall be constructed contiguous with the screening wall. The street side of the sidewalk shall run parallel to the street curb. The sidewalk shall be a minimum of 5-feet wide and the measurement shall be made from the street side of the sidewalk.
 - 8) Sidewalk on Bridges: Bridges on thoroughfares shall have a sidewalk constructed on each side of the bridge. The sidewalk shall be a minimum of 6-feet wide with a parapet wall provided adjacent to the curb of the thoroughfare and with a standard pedestrian bridge rail protecting the sidewalk on the outside edge of the bridge.
 - 9) Sidewalks Under Bridges: When new bridges are built as part of the construction of a roadway or the reconstruction of a roadway and a pedestrian crossing is needed a 1-foot sidewalk will be built as a part of the embankment design underneath the bridge structure. The 10-foot sidewalk shall be located generally along the toe of the embankment.
- B. BARRIER-FREE RAMPS (Compliance shall be with the Americans with Disabilities Act)
- Curbs and walks constructed at intersections or all streets and thoroughfares must comply with the provisions of the Americans with Disabilities Act and be constructed in a manner to be easily and safely negotiated by physically challenged persons.

SECTION VII

PUBLIC RIGHT-OF-WAY VISIBILITY

A. STREET/DRIVE INTERSECTION VISIBILITY OBSTRUCTION TRIANGLES-FRONTAGE PLAN/PROFILE

A landscape plan showing the plan/profile of the street on both sides of each proposed drive/street to the proposed development with the grades, curb elevations, proposed street/drive locations, and all items (both natural and man-made) within the visibility triangles as prescribed below shall be provided with all site plans, if they are not on engineering plans that are submitted at the same time. This profile shall show no horizontal or vertical restrictions (either existing or future) within the areas defined below.

(1) **Obstruction/Interference Triangles-Defined**

No fence, wall, scree,, billboard, sign, structure, foliage, hedge, tree, bush, shrub, berm, or any other item, either man-made or natural shall be erected, planted, or maintained in a position, which will obstruct or interfere with the following minimum standards.

- a) Vision at all intersections where streets intersect at or near right angles shall be clear at elevation between 2-feet and 9-feet above the average gutter elevation, except single trunk trees, within a triangular area formed by extending the two curb lines from their point of intersection, 45-feet, and connecting these points with an imaginary line, thereby making a triangle. If there are no curbs existing, the triangular area shall be formed by extending the property lines from their point of intersection 30-feet and connecting these points with an imaginary line, thereby making a triangle. (see Figure 11)

VI. Budget workshop

CITY OF FARMERSVILLE

PROPOSED 2017-2018 BUDGET

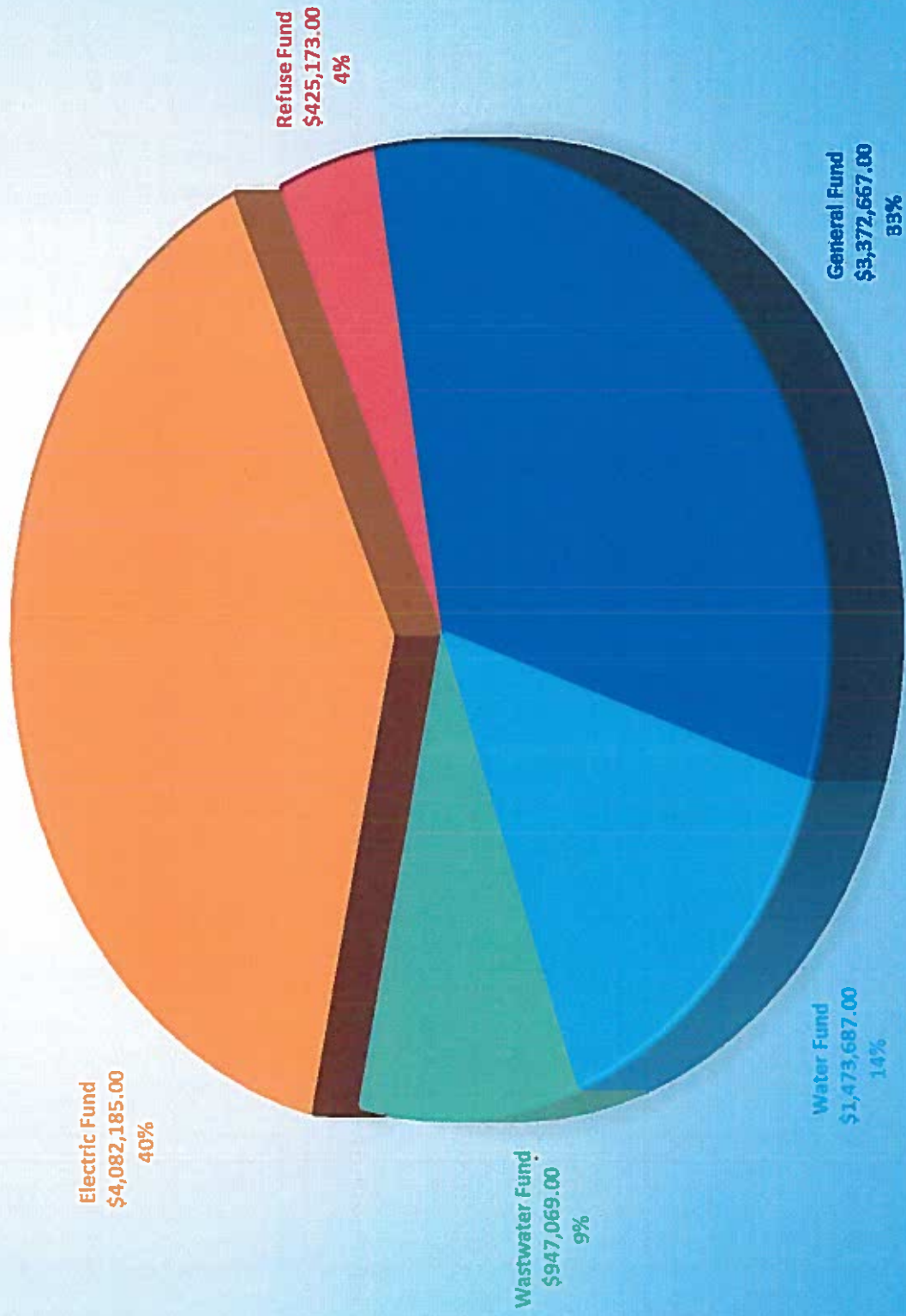
PROPOSED TAX RATE

8/3/2017 1

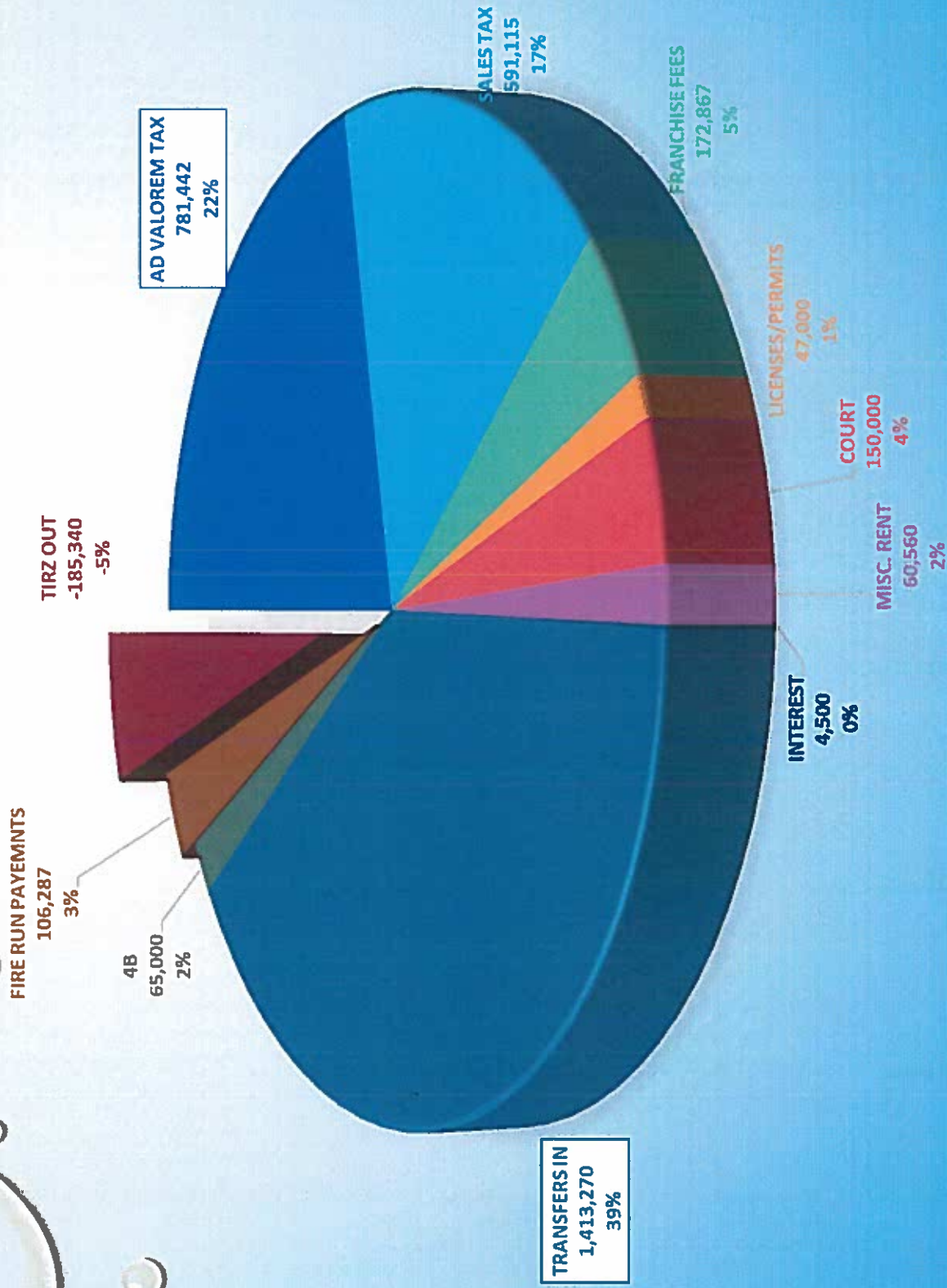
2017-2018 PROPOSED BUDGET HIGHLIGHTS

Description	Expense
Cost of Living Increases (all Funds)	\$53,529
Laptops/I-Pads City Council	\$6,000
Home Rule	\$20,000
Permit Software	\$8,850
Dispatch Service Increase	\$18,165
Fire Dept Training/Stipend	\$11,000
Street Construction Increase	\$20,000
Unless indicated all additional expenses are in the General Fund	

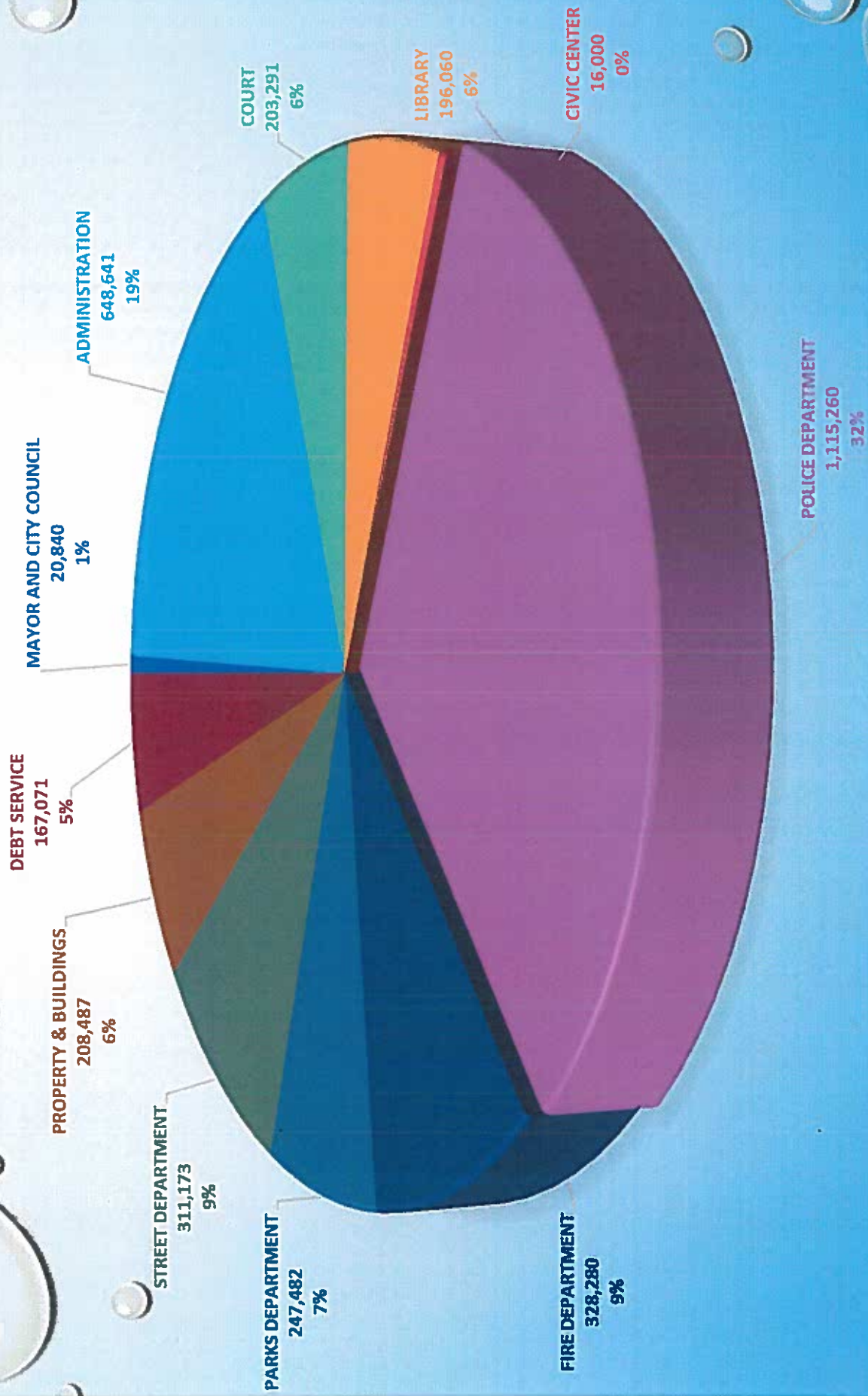
2017-2018 PROPOSED GENERAL FUND AND ENTERPRISE FUND REVENUES



GENERAL FUND PROPOSED REVENUE 2017-2018



2017-2018 PROPOSED GENERAL FUND EXPENSES



2017-2018 PROPOSED BUDGET ALL FUNDS REVENUE VS. EXPENSES

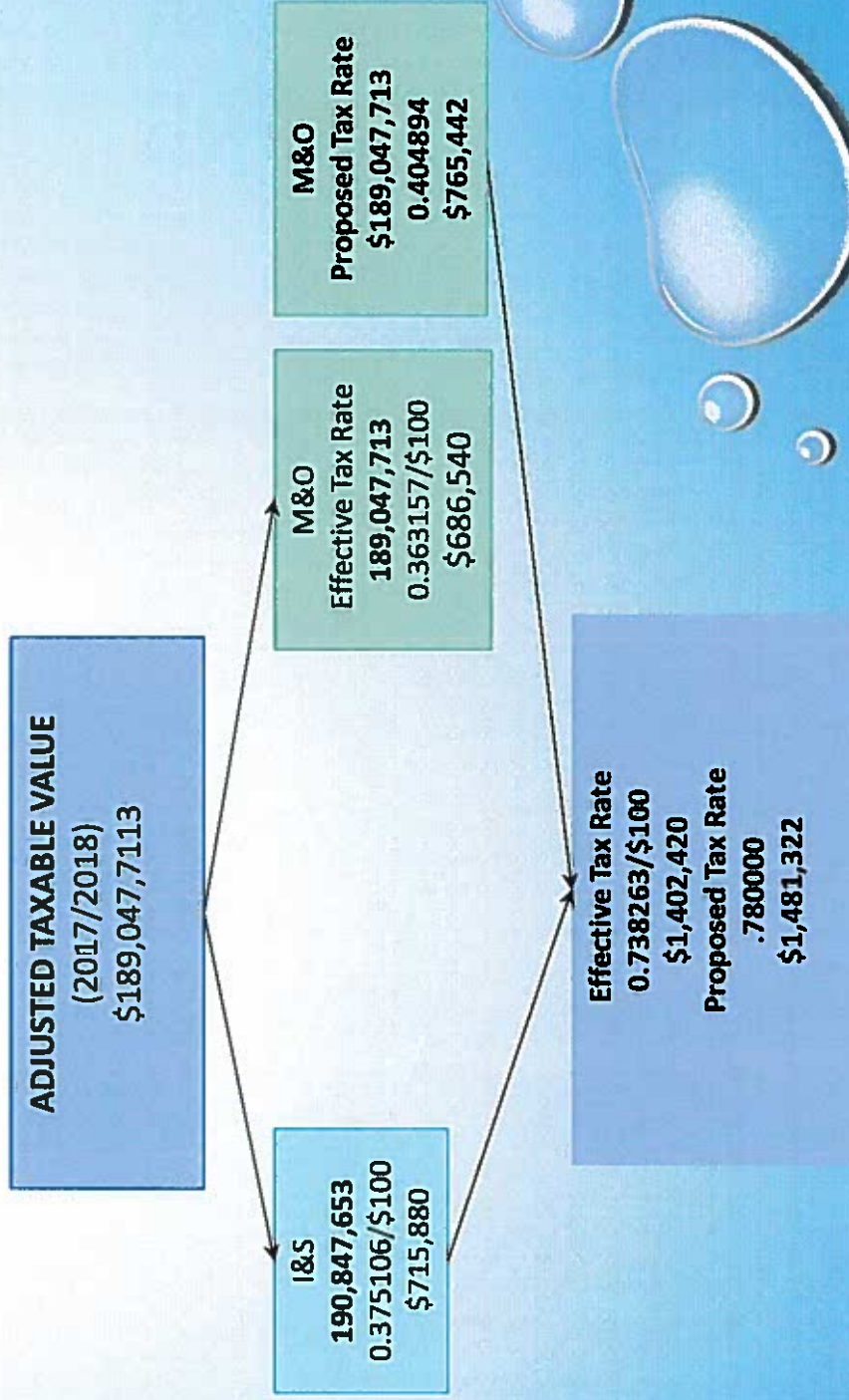
Fund	Revenue 2017-2018	Expenses 2017-2018	Net over Revenue
General Fund	3,206,701	3,462,585	(255,884)
Water Fund	1,301,286	1,473,687	(172,401)
Wastewater Fund	1,007,938	947,069	60,869
Electric Fund	4,082,185	4,082,185	0
Refuse Fund	460,499	425,173	35,326
Total Budget	10,224,575	10,300,781	(332,090)

AGGREGATE DEBT SERVICE

City of Farmersville, Texas
Outstanding General Obligation Debt
As of September 30, 2016

Period Ending	Principal	Interest	Debt Service
09/30/2017	610,000	263,750.76	873,750.76
09/30/2018	630,000	252,344.51	882,344.51
09/30/2019	635,000	238,734.76	873,734.76
09/30/2020	530,000	224,206.26	754,206.26
09/30/2021	550,000	209,981.26	759,981.26
09/30/2022	560,000	193,081.26	753,081.26
09/30/2023	545,000	174,106.26	719,106.26
09/30/2024	560,000	154,881.26	714,881.26
09/30/2025	585,000	134,881.26	719,881.26
09/30/2026	540,000	114,815.63	654,815.63
09/30/2027	310,000	99,584.38	409,584.38
09/30/2028	320,000	88,587.51	408,587.51
09/30/2029	335,000	77,065.63	412,065.63
09/30/2030	345,000	64,753.13	409,753.13
09/30/2031	355,000	51,831.26	406,831.26
09/30/2032	375,000	38,240.63	413,240.63
09/30/2033	280,000	25,600.00	305,600.00
09/30/2034	300,000	14,000.00	314,000.00
09/30/2035	200,000	4,000.00	204,000.00
	8,565,000	2,424,445.76	10,989,445.76

Ad Valorem Tax Rate Calculations



Ad Valorem TIRZ Tax Rate Calculations

TIRZ

Certified Taxable Value

72,707,777

Minus Base Value

-\$48,946,113

Captured Appraised Value

23,761,664

Times Tax Rate

0.780000/\$100

\$185,340

2017 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Farmersville

Taxing Unit Name

205 South Main St. Farmersville, TX 75442

Taxing Unit's Address, City, State, Zip

Date: 07/24/2017 02:38 PM

972-782-6151

Phone (area code and number)

www.farmersvilletx.com

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts. Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet. This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION I: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2016 total taxable value. Enter the amount of 2016 taxable value on the 2016 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$190,501,131
2. 2016 tax ceilings. Counties, cities and junior college districts. Enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2016 adjusted taxable value. Subtract Line 2 from Line 1.	\$190,501,131
4. 2016 total adopted tax rate.	\$0.787564/\$100
5. 2016 taxable value lost because court appeals of ARB decisions reduced 2016 appraised value. A. Original 2016 ARB Values.	\$0
B. 2016 values resulting from final court decisions.	\$0
C. 2016 value loss. Subtract B from A. ³	\$0
6. 2016 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$190,501,131
7. 2016 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2016. Enter the 2016 value of property in deannexed territory. ⁴	\$0
8. 2016 taxable value lost because property first qualified for an exemption in 2017. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freepport or goods-in-transit exemptions.	

A. Absolute exemptions. Use 2016 market value:		\$7,287
B. Partial exemptions. 2017 exemption amount or 2017 percentage exemption times 2016 value:		\$152,000
C. Value loss. Add A and B. ⁵		\$159,287
9. 2016 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2017. Use only properties that qualified in 2017 for the first time; do not use properties that qualified in 2016.		\$0
A. 2016 market value:		\$0
B. 2017 productivity or special appraised value:		\$0
C. Value loss. Subtract B from A. ⁶		\$0
10. Total adjustments for lost value. Add lines 7, 8C and 9C.		\$159,287
11. 2016 adjusted taxable value. Subtract Line 10 from Line 6.		\$190,341,844
12. Adjusted 2016 taxes. Multiply Line 4 by Line 11 and divide by \$100.		\$1,499,063
13. Taxes refunded for years preceding tax year 2016. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2016. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016. ⁷		\$723
14. Taxes in tax increment financing (TIF) for tax year 2016. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0. ⁸		\$104,116
15. Adjusted 2016 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹		\$1,395,670
16. Total 2017 taxable value on the 2017 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰		
A. Certified values:		\$211,455,784
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:		\$0
C. Pollution control and energy storage system exemption : Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:		\$0
D. Tax increment financing: Deduct the 2017 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2017 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹		\$22,248,749
E. Total 2017 value. Add A and B, then subtract C and D.		\$189,207,035

17. Total value of properties under protest or not included on certified appraisal roll. ¹²	A. 2017 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$1,640,618
B. 2017 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	C. Total value under protest or not certified: Add A and B.	\$1,640,618
18. 2017 tax ceilings. Counties, cities and junior colleges enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	19. 2017 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$190,847,653
20. Total 2017 taxable value of properties in territory annexed after Jan. 1, 2016. Include both real and personal property. Enter the 2017 value of property in territory annexed. ¹⁶	21. Total 2017 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2016. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2016, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2017. ¹⁷	\$1,799,940
22. Total adjustments to the 2017 taxable value. Add Lines 20 and 21.	23. 2017 adjusted taxable value. Subtract Line 22 from Line 19.	\$189,047,713
24. 2017 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2017 county effective tax rate. ¹⁹	\$0.738263/\$100

¹Tex. Tax Code Section 26.012(14)
²Tex. Tax Code Section 26.012(14)
³Tex. Tax Code Section 26.012(13)
⁴Tex. Tax Code Section 26.012(15)
⁵Tex. Tax Code Section 26.012(15)
⁶Tex. Tax Code Section 26.012(15)
⁷Tex. Tax Code Section 26.012(13)
⁸Tex. Tax Code Section 26.03(c)
⁹Tex. Tax Code Section 26.012(13)
¹⁰Tex. Tax Code Section 26.012
¹¹Tex. Tax Code Section 26.03(c)
¹²Tex. Tax Code Section 26.01(c) and (d)
¹³Tex. Tax Code Section 26.01(c)
¹⁴Tex. Tax Code Section 26.01(d)
¹⁵Tex. Tax Code Section 26.012(6)
¹⁶Tex. Tax Code Section 26.012(17)

SECTION 2: Rollback Tax Rate

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
26. 2016 maintenance and operations (M&O) tax rate.	\$0.401957/\$100
27. 2016 adjusted taxable value. Enter the amount from Line 11.	\$190,341,844
28. 2016 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$765,092
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2016. Enter amount from full year's sales tax revenue spent for M&O in 2016 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2016: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016.	\$373
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0.	\$53,139
H. Adjusted M&O Taxes. Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$712,326

29. 2017 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$189,047,713
30. 2017 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.376797/\$100
31. 2017 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.406940/\$100
32. Total 2017 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: <ul style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. 	
A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.	\$715,881
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Subtract amount paid from other resources.	\$0
D. Adjusted debt. Subtract B and C from A.	\$715,881
33. Certified 2016 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2017 debt. Subtract Line 33 from Line 32D.	\$715,881
35. Certified 2017 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2017 debt adjusted for collections. Divide Line 34 by Line 35	\$715,881
37. 2017 total taxable value. Enter the amount on Line 19.	\$190,847,653
38. 2017 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.375106/\$100
39. 2017 rollback tax rate. Add Lines 31 and 38.	\$0.782046/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2017 county rollback tax rate.	

SECTION 3: Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Activity	Amount/Rate
41. Taxable Sales. For taxing units that adopted the sales tax in November 2016 or May 2017, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Taxing units that adopted the sales tax before November 2016, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ²¹ Taxing units that adopted the sales tax in November 2016 or in May 2017. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ²²	\$0
- or -	
Taxing units that adopted the sales tax before November 2016. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	
43. 2017 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$190,847,653
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0/\$100
45. 2017 effective tax rate, unadjusted for sales tax. ²³ Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.738263/\$100
46. 2017 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2016 or in May 2017. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2016.	\$0.738263/\$100
47. 2017 rollback tax rate, unadjusted for sales tax. ²⁴ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.782046/\$100
48. 2017 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.782046/\$100

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

²⁰Tex. Tax Code Section 26.04(d)

²¹Tex. Tax Code Section 26.04(i)

²²Tex. Tax Code Section 26.04(d)

²³Tex. Tax Code Section 26.04(c)

²⁴Tex. Tax Code Section 26.04(c)

SECTION 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Additional Rollback Protection for Pollution Control Activity		Amount/Rate
49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ²⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ²⁶		\$0
50. 2017 total taxable value. Enter the amount from line 37 of the Rollback Tax Rate Worksheet.		\$190,847,653
51. Additional rate for pollution control. Divide line 49 by Line 50 and multiply by \$100.		\$0/\$100
52. 2017 rollback tax rate, adjusted for pollution control. Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).		\$0.782046/\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax) \$0.738263

Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax) \$0.782046

Rollback tax rate adjusted for pollution control (Line 52) \$0.782046

SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

print here **Karen Thier**

Printed Name of Taxing Unit Representative

sign here

Karen Thier

Taxing Unit Representative

7/24/2017

Date

²⁵Tex. Tax Code Section 26.045(d)

²⁶Tex. Tax Code Section 26.045(i)

VII. Executive Session

VIII. Reconvene From Executive Session

IX. Requests to be Placed on Future Agendas

X. Adjournment